



District Honors & Highlights - June 10, 2024

Scholarship Honors: Congratulations to the 32 Linn-Mar High School Seniors who were recipients of the various scholarships organized through the Linn-Mar School Foundation.

[Click here for more information](#)

- Priscilla Osei-Tutu, Aggarwal Family Scholarship and Cristian Upah Memorial Scholarship
- Samraat Zagade, Aggarwal Family Scholarship
- Thiago Bedal, Benjamin Sanders Memorial Scholarship
- Megan DeMeulenaera, Dayton & Marilyn Sippy Scholarship
- Emily Ritze, Dennis Selness Memorial Scholarship
- Briana Clymer, Gerald Senninger Trojan Lodge #548 Scholarship
- Ruby Steger, Harper Leah Memorial Scholarship
- Luke Harks, Heather Merschbrock Memorial Scholarship
- Jace Whitham, John & Marie AbouAssaly Scholarship
- Ashlyn Chamberlain, John & Peg Slusher University of Iowa Scholarship
- Eunice Koffi, John & Peg Slusher University of Iowa Scholarship
- Ian Anderson, John Anderson Memorial Scholarship
- Zachary Kendrick, Kanz Family Music Scholarship
- Kyla Mulnik, Kiwanis Club of Marion Endowed Scholarship
- Andrew AbouAssaly, Kyle Goodell Memorial Scholarship
- Rachel Dunnwald, Laurie Smith Fine Arts Scholarship
- Mallory Guenther, Lea Jost Nursing Scholarship
- Megan Graves, Linn-Mar Student Council Scholarship in Memory of Selena Apodaca & Bella Severson & Morris F. Neighbor Scholarship
- Sophia Yerke, Melissa Ann Brendes Memorial Scholarship
- Erika Steenhoek, Milton B. & Onalee Arnold Memorial Scholarship
- Morgan Like, Morris F. Neighbor Scholarship
- Jacob Wallrich, Nick Wilwert Boys Tennis Scholarship
- Ethan Norris, Paula Grady Memorial Scholarship
- Rylie Bucklin, Ryan Driscoll Memorial Scholarship
- Evan Shanley, Steven J. Colton Memorial Band Scholarship

Volunteer Honors: A special thanks is extended to all of the volunteers who shared their time and talents with the district during the 2023-24 school year! Volunteers who gave 100 or more hours of their time were recognized during a special luncheon on May 21st. There were 37 100-hour volunteers, 19 200-hour volunteers, and 3 300-hour volunteers recognized during the event.

[Click here for a full list of the recognized volunteers](#)

Retiree Honors: Congratulations to the 31 district retirees! Thanks are offered to all of them for their years of dedication and service to the students, families, and staff of the Linn-Mar Community School District. We celebrate them and wish them well on their retirement!

[Click here for a full list of the retirees](#)

Policy Series 800 – Business Procedures Expenditures



Policy 803.1 Purchasing/Bidding Goods and Services

The board supports economic development in Iowa. Purchases should take into account Iowa goods and services from locally owned businesses located within the Corridor or from an Iowa based company which offers these goods or services if the cost and other considerations meet the required specifications. However, when spending federal Child Nutrition Funds, geographical preference is allowed only for unprocessed agricultural food items as part of response evaluation.

It is the responsibility of the superintendent [or designee] to approve purchases, except those authorized by or requiring direct board action. The superintendent [or designee] may coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be considered in the purchase of equipment, accessories, or attachments with an estimated cost of \$50,000 or more.

The superintendent [or designee] will have the authority to authorize purchases without competitive bids for goods and services costing under \$25,000 without prior board approval. For goods and services costing more than \$25,000 and less than \$50,000, the superintendent [or designee] will receive quotes of the goods and services to be purchased prior to board approval. Major item purchases costing at least \$50,000, including school buses, will require competitive sealed bids or proposals, except for emergency purchases and those professional services annually appointed/approved by the board for continual and ongoing services (i.e. legal and audit) or board-selected professional services such as those exempted by law from the requirements of competitive bids or quotations (i.e. architect or engineering design services). The purchase will be made from the lowest responsible bidder based upon total cost considerations including but not limited to the cost of the goods and services being purchased, availability of service and/or repair, delivery date, the targeted small business procurement goal, and other factors deemed relevant by the board. In the event that only one quotation or bid is submitted, the board may proceed if the quotation or bid meets the contract award specifications. The board may elect to exempt certain professional service contracts from the thresholds and procedures outlined above. The thresholds and procedures related to purchases of goods and services do not apply to public improvement projects.

The board and superintendent [or designee] will have the right to reject any or all bids, or any part thereof and to re-advertise. If it is determined that a targeted small business which bid on the project may be unable to perform the contract, the superintendent [or designee] will notify the Department of Economic Development. The board will enter into such contracts as they deem are in the best interest of the school district.

The district will comply with all federal and state laws and regulations required for procurement, including the selection and evaluation of contractors. The superintendent [or designee] is responsible for developing the administrative process to implement this policy including but not limited to procedures related to suspension and debarment for transactions subject to those requirements.

Adopted: 6/70

Reviewed: 7/10; 4/16; 12/18

Revised: 10/12; 12/13; 5/15; 11/18; 1/22

Related Policy: 803.1-R1

Legal Reference (Code of Iowa): §§ 26; 28E; 72.3; 73; 73A; 285;
297; 301; 261 IAC 54; 281 IAC 43.25

IASB Reference: 705.01

DELETED - Replaced with IASB 705.01

Policy 705.01: Purchasing – Bidding

Status: ADOPTED

Original Adopted Date: 01/26/2023 | Last Reviewed Date: 01/26/2023

The board supports economic development in Iowa, particularly in the school district community. As permitted by law, purchasing preference will be given to Iowa goods and services from locally-owned businesses located within the school district or Iowa based companies if the cost and other considerations are relatively equal and meet the required specifications. However, when spending federal Child Nutrition Funds, geographical preference is allowed only for unprocessed agricultural food items as a part of response evaluation. Other statutory purchasing preferences will be applied as provided by law, including goals and reporting with regard to procurement from certified targeted small businesses, minority-owned businesses, and female-owned businesses.

Goods and Services

The board shall enter into goods and services contract(s) as the board deems to be in the best interest of the school district. It shall be the responsibility of the superintendent to approve purchases, except those requiring board approval as described below or as provided by in law. The superintendent may coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be considered in the purchase of equipment, accessories, or attachments with an estimated cost of \$50,000 or more.

Purchases for goods and services shall conform to the following:

- The superintendent shall have the authority to authorize purchases without prior board approval and without competitive request for proposals, quotations, or bids for goods and services up to **[\$insert amount]**.
- For goods and services costing at least **[\$insert amount]** and up to **[\$insert amount]**, the superintendent shall receive proposals, quotations, or bids for the goods and services to be purchased prior to board approval. The quotation process may be informal, and include written or unwritten quotations.
- For goods and services exceeding, **[\$insert amount – this number should be the same as the last amount in bullet two above]**, the competitive request for proposal (RFP) or competitive bid process shall be used and received prior to board approval. RFPs and bids are formal, written submissions via sealed process.

In the event that only one quotation or bid is submitted, the board may proceed if the quotation or bid meets the contract award specifications.

The contract award may be based on several cost considerations including, but not limited to the following:

- The cost of the goods and services being purchased;
- Availability of service and/or repair;
- The targeted small business procurement goal and other statutory purchasing preferences; and
- Other factors deemed relevant by the board.

The board may elect to exempt certain professional services contracts from the thresholds and procedures outlined above.

The thresholds and procedures related to purchases of goods and services do not apply to public improvement projects.

Public Improvements

The board shall enter into public improvement contract(s) as the board deems to be in the best interest of the school district. ‘Public improvement’ means “a building or construction work which is constructed under the control of a governmental entity and for which either of the following applies: (1) has been paid for in whole or in part with funds of the governmental entity; (2) a commitment has been made prior to construction by the governmental entity to pay for the building or construction work in whole or in part with funds of the governmental entity. This includes a building or improvement constructed or operated jointly with any public or private agency.”

The district shall follow all requirements, timelines, and processes detailed in Iowa law related to public improvement projects. The thresholds regarding when competitive bidding or competitive quotations is required will be followed. Competitive bidding is required for public improvement contracts exceeding the minimum threshold stated in law. Competitive quotations are required for public improvement projects that exceed the minimum threshold amount stated in law, but do not exceed the minimum set for competitive bidding. The board shall approve competitive bids

and competitive quotes. If the total cost of the public improvement does not warrant either competitive bidding or competitive quotations, the district may nevertheless proceed with either of these processes, if it so chooses.

The award of all contracts for the public improvement shall be awarded to the lowest responsive, responsible bidder. In the event of an emergency requiring repairs to a school district facility that exceed bidding and quotation thresholds, please refer [\[Insert your district's Emergency Repairs policy here\]](#) to IASB sample policy 802.03 – Emergency Repairs.

The district shall comply with all federal and state laws and regulations required for procurement, including the selection and evaluation of contractors. The superintendent or designee is responsible for developing an administrative process to implement this policy, including, but not limited to, procedures related to suspension and debarment for transactions subject to those requirements.

NOTE: While Iowa law dictates threshold amounts for quotes and bids for public improvement projects, there is no such requirement for goods and services. The district has discretion in this area to set the amounts required for the purchasing process.

NOTE: Districts should compare the discretionary purchasing limits in the section regarding goods and services with purchasing limits set in other policies (e.g., expenditures) to ensure consistency.

Legal Reference: Iowa Code §§ 26; 28E; 72.3; 73; 73A; 285; 297; 301.
261 I.A.C. 54.
281 I.A.C. 43.25.

Policy 803.1-R1 Regulations Regarding Purchasing

The following regulations have been developed for the proper procurement of equipment, supplies, and services:

1. All purchases must have prior authorization.
2. All procurements will be initiated in the district's electronic purchase order system.
3. Persons authorized to use district-issued credit cards in conjunction with job responsibilities are permitted within the guidelines of [Policy 803.3](#) to procure goods and/or services without a purchase order.

Adopted: 6/70
Reviewed: 7/12/13; 5/15; 12/18; 1/22
Revised: 10/12
Related Policy: 803.1

DELETED - Replaced with IASB 705.01-R(1)

Regulation 705.01-R(1): Purchasing – Bidding - Suspension and Debarment of Vendors and Contractors Procedure

Status: ADOPTED

Original Adopted Date: 03/10/2022 | Last Reviewed Date: 03/10/2022

In connection with transactions subject to federal suspension and debarment requirements, the district is prohibited from entering into transactions with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

When soliciting bids or otherwise preparing to enter into such a transaction, the superintendent or designee will use at least one of the following verification methods to ensure that any parties to the transaction are not suspended or debarred prior to committing to any sub-award, purchase, or contract:

1. Obtaining a certification of a party's compliance with the federal suspension and debarment requirements in connection with any application, bid, or proposal;
2. Requiring compliance with the federal suspension and debarment requirements as an express condition of any sub-award, purchase, or contract in question; or
3. Prior to committing to any sub-award, purchase, or contract, check the online Federal System for Award Management at <https://sam.gov/reports/awards/standard> to determine whether the relevant party is subject to any suspension or debarment restrictions.

2 CFR Part 200 Subpart B-General Provisions
200.113 Mandatory Disclosures

A non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.) It is the responsibility of the Superintendent to timely report to the relevant federal or pass through agency any violations of federal criminal law involving fraud, bribery or gratuity potentially impacting a federal grant.

Policy 803.1-R2 Purchasing/Bidding Procedures for Contracts and Purchases Paid with Federal Funds

All vendors and/or contractors paid with federal funds shall be checked for suspension and debarment on www.sam.gov. The district shall not enter into transactions with parties that are debarred, suspended, or otherwise ineligible for participation in federal assistance programs or activities.

The district shall take affirmative steps as required by federal law with respect to small business, minority-owned business, and female-owned businesses, such as: (1) placing such businesses on solicitation lists; (2) soliciting such businesses whenever they are potential sources; (3) when economically feasible, dividing contracts into smaller tasks or quantities to allow participation from such businesses; (4) establishing delivery schedules that encourage participation by such businesses; (5) when appropriate, utilizing the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring the primary contractor, when applicable, to follow these steps with respect to subcontractors.

Procurement for contracts paid with federal funds may be conducted by noncompetitive proposals when one or more of the following circumstances apply: (1) the item is only available from a single source; (2) public exigency or emergency will not permit the delay resulting from competitive bids; (3) the federal awarding agency expressly authorizes noncompetitive proposals; or (4) competition is inadequate after solicitation of a number of sources.

The district shall ensure that contracts paid with federal funds contain the following provisions when applicable: (1) contracts over \$150,000 shall address remedies, sanctions, and/or penalties for breach of contract terms by contractors; (2) contracts over \$10,000 shall address termination for cause and for convenience; (3) all contracts shall address Equal Employment Opportunity; (4) prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act; (5) contracts over \$100,000 that involve mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3701-3708; (6) if the federal award meets the definition of "funding agreement" under 37 CFR § 401.2, a provision regarding compliance with 37 CFR Part 401; (7) contracts and sub grants over \$150,000 shall include a provision for compliance with the Clean Air Act and the Federal Water Pollution Control Act; (8) all contracts shall include a provision for compliance with federal debarment and suspension requirements; (9) contractors that apply or bid for an award exceeding \$100,000 must file the required certification under the Byrd Anti-Lobbying Amendment.

No district employee, officer, or agent may participate in the selection, award, and administration of contracts supported by a federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employees or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for contract. District officers, employees, and agents may neither solicit for or accept gratuities, favors, or anything of monetary values from contractors or parties to subcontracts. Violation of this requirement may result in disciplinary action for the district employee, officer, or agent.

Adopted: 1/22

Related Policy: 803.1; 803.1-R1

Legal Reference: Title 2 Code of Federal Regulation (CFR) Grants and Agreements,
Part 200 Uniform Administrative Requirements, Cost Principles,
and Audit Requirements for Federal Awards

DELETED - Replaced with IASB 705.

Regulation 705.01-R(2): Purchasing – Bidding - Using Federal Funds in Procurement Contracts

Status: ADOPTED

Original Adopted Date: 01/26/2023 | Last Reviewed Date: 01/26/2023

In addition to the District's standard procurement and purchasing procedures, the following procedures for vendors/contractors paid with federal funds are required. When federal, state, and local requirements conflict, the most stringent requirement will be followed.

2 CFR Part 200, Subpart D Subsection §200.318 (c)(1)

No District employee, officer, or agent may participate in the selection, award and administration of contracts supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. District officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, for situations where the financial interest is not substantial or the gift is an unsolicited item of nominal value, district employees must abide by all relevant board policies. Violation of this requirement may result in disciplinary action for the District employee, officer, or agent.

2 CFR Part 200, Subpart D Subsection §200.320 (e)(1-4)

Procurement for contracts paid with federal funds may be conducted by noncompetitive (single source) proposals when one or more of the following circumstances apply: (1) the item is only available from a single source; (2) public exigency or emergency will not permit the delay resulting from competitive bids; (3) the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or (4) after solicitation of a number of sources, competition is inadequate.

2 CFR Part 200, Subpart D Subsection §200.321

The District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing such businesses on solicitation lists; (2) soliciting such businesses whenever they are potential sources; (3) when economically feasible, dividing contracts into smaller tasks or quantities to allow participation from such businesses; (4) establishing delivery schedules that encourage participation by such businesses; (5) when appropriate, utilizing the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring the primary contractor to follow steps (1) through (5) when subcontractors are used.

The district will include the following provisions in all procurement contracts or purchase orders include the following provisions when applicable:

2 CFR Part 200 Appendix II

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal

Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.216 Prohibition on certain telecommunications and video surveillance services or equipment

(a) The district is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunication equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

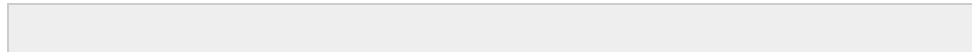
ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence of the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned by or controlled by, or otherwise connected to, the government of a foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (l), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.





INSPIRE LEARNING.
UNLOCK POTENTIAL.
EMPOWER ACHIEVEMENT.

SCHOOL BOARD MEETING MINUTES MAY 20, 2024

[Click here for YouTube livestream](#)

100: CALL TO ORDER & DETERMINATION OF A QUORUM

The meeting 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: Foss, Lowe Lancaster, Morey, Thomas, Walker, Wall, and Buchholz. Administration present: Kortemeyer, Galbraith, Wear, Read, Christian, Ramos, Nelson, and Frick.

200: ADOPTION OF AGENDA – *Motion 190-05-20*

MOTION by Morey to approve the agenda with the walk-in personnel exhibit. Second by Walker. Voice vote, all ayes. Motion carried.

300: PUBLIC HEARINGS

301: Public Hearing on FY24 Amended Certified Budget – *Refer to Exhibit 601.1*

A public hearing was held on the amended certified budget for fiscal year 2023-24. No comments were received.

302: Public Hearing on Amended 2024-25 Calendar - *Refer to Exhibit 602.1*

A public hearing was held on the amended school calendar for 2024-25. No comments were received.

400: AUDIENCE COMMUNICATIONS

No comments were received.

500: INFORMATIONAL REPORTS/UPDATES/DISCUSSIONS

501: Board Visit

The board reported that they enjoyed the excitement of the students and staff as they engaged in learning during their May 9th visit to Novak Elementary. The board also commended the staff on their dedication to the PLC process and use of the data.

502: Marion City Council

Buchholz reported that during the May 9th Marion City Council meeting no topics pertaining to the district were discussed.

503: Diversity/Equity/Inclusion Committee

Lowé Lancaster and Thomas reported that during the May 13th DEI Committee meeting the purpose and strategic plan of the committee were reviewed, along with a discussion on their priorities and strategies for membership for 2024-25.

504: Linn-Mar High School Counselors Advisory

Lowé Lancaster and Walker reported that during the May 15th High School Counselors Advisory meeting topics discussed included data on services offered and students served, classroom lessons for 2024-25, and issues pertaining to student schedules.

505: Finance/Audit Committee

Buchholz, Foss, and Morey reported that during on the May 16th F/AC meeting topics included a review of district finances, discussion on the AEA funding impacts, updates on current construction projects, naming process for new buildings, and the 10-year facilities plan.

506: Superintendent's Update – Exhibit 506.1

Superintendent Kortemeyer shared several educator highlights and honors, information on the move of the current LRC staff to temporary locations at Hazel Point and Boulder Peak Intermediate Schools, a review of the various meetings and events she attended during April and May, highlights of several upcoming end-of-the-year events, and updates on the current construction projects.

600: UNFINISHED BUSINESS

601: Approval of FY24 Amended Certified Budget – *Motion 191-05-20*

MOTION by Walker to approve the amended certified budget for fiscal year 2023-24 as presented. Second by Foss. Galbraith clarified this is an annual process to update the previously estimated budget to reflect the actuals. Voice vote, all ayes. Motion carried. **Exhibit 601.1**

602: Approval of Amended 2024-25 Calendar – *Motion 192-05-20*

MOTION by Lowé Lancaster to approve the amended calendar for the 2024-25 school year as presented. Second by Wall. Board members expressed their agreement in having a non-student attendance day when school facilities are being utilized as voting locations. Voice vote, all ayes. Motion carried. **Exhibit 602.1**

603: Approval of Resolution Regarding Issuance of Bonds – Exhibit 603.1

MOTION by Morey to approve the resolution authorizing and providing for the terms of issuance and securing the payment of \$16,635,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2024, of the Linn-Mar Community School District, State of Iowa, under the provisions of Chapter 423F of the Code of Iowa and providing for a method of payment of said bonds. Second by Walker. Roll call vote, all ayes. Motion carried. – ***Motion 193-05-20***

604: Approval of Paying Agent/Bond Registrar/Transfer Agent–Exhibit 604.1

MOTION by Wall to approve the agreement appointing UMB Bank, N.A., of West Des Moines, Iowa, to service as paying agent, bond registrar, and transfer agent; approving the paying agent, bond registrar, and transfer agent agreement; and authorizing the execution of same. Second by Morey. Roll call vote, all ayes. Motion carried.

– Motion 194-05-20

605: Approval of Tax Exemption Certificate – Motion 195-05-20

MOTION by Foss to approve the form of tax exemption certificate regarding the issuance of \$16,635,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2024, of the Linn-Mar Community School District, State of Iowa. Second by Morey. Roll call vote, all ayes. Motion carried. **Exhibit 605.1**

606: Approval of Continuing Disclosure Certificate – Motion 196-05-20

MOTION by Wall to approve the continuing disclosure certificate regarding the issuance of \$16,635,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2024, of the Linn-Mar Community School District, State of Iowa. Second by Lowe Lancaster. Roll call vote, all ayes. Motion carried. **Exhibit 606.1**

700: NEW BUSINESS

701: Approval of Bullying/Harassment Brochures – Motion 197-05-20

MOTION by Morey to approve the bullying/harassment brochures for 2024-25 as presented in Exhibits 701.1-2. Second by Lowe Lancaster. Voice vote, all ayes. Motion carried. **Exhibits 701.1-2**

702: Approval of Student Fees for 2024-25 – Exhibit 702.1 - Motion 198-05-20

MOTION by Walker to approve the student fee schedule for the 2024-25 school year as presented in Exhibit 702.1. Second by Morey. Clarification was shared that families needing assistance that are approved for free/reduced meals qualify for reduced student fees as well. Voice vote, all ayes. Motion carried.

703: First Reading of Policy Recommendations – Motion 199-05-20 Exhibit 703.1

MOTION by Walker to approve the first reading of the policy recommendations for Series 803.1 [Purchasing/Bidding Goods and Services] as presented in Exhibit 703.1. Second by Wall. Galbraith clarified that the recommended updates were required as part of the school safety grant award. Voice vote, all ayes. Motion carried.

704: Approval of School Safety Grant Award – Exhibit 704.1

Jon Galbraith, CFO/COO; Melissa Frick, Executive Director of Student Services; and Jeri Ramos, Chief Technology Officer; shared and overview of the school safety grant that was awarded to support school safety improvements including categories of eligible improvements, restrictions and guidelines, district-approved projects, status and timeline for improvements.

MOTION by Morey to approve the school safety grant award with the Iowa Department of Homeland Security and Emergency Management. Second by Thomas. Voice vote, all ayes. Motion carried. – **Motion 200-05-20**

705: Approval of FY25 LMEA Agreement – Motion 201-05-20

MOTION by Walker to approve a 3.00% total package increase for the Linn-Mar Education Association for fiscal year 2024-25. Second by Wall. Voice vote, all ayes. Motion carried.

706: Approval of FY25 LMSEAA Agreement – Motion 202-05-20

MOTION by Morey to approve a 3.85% total package increase for the Linn-Mar Secretarial and Educational Assistant Association for fiscal year 2024-25. Second by Walker. Galbraith clarified that with this adjustment, the starting salary for this group will now be at \$15/hour. Voice vote, all ayes. Motion carried.

707: Approval of FY25 LMSA Agreement – Motion 203-05-20

MOTION by Thomas to approve a 3.00% total package increase for the Linn-Mar Service Association for fiscal year 2024-25. Second by Morey. Voice vote, all ayes. Motion carried.

708: Approval of FY25 PTNS Agreement – Motion 204-05-20

MOTION by Wall to approve a 4.69% total package increase for the Part-Time Nutrition Services staff for fiscal year 2024-25. Second by Morey. Galbraith clarified that with this adjustment, the starting salary for this group will now be at \$15/hour. Voice vote, all ayes Motion carried.

709: Approval of FY25 Administrators/Managers/Exempt/Non-Exempt Agreement

MOTION by Walker to approve a 3.00% total package increase for the administrators, managers, exempt, and non-exempt staff for fiscal year 2024-25. Second by Morey. Buchholz abstained. Voice vote, all ayes. Motion carried. – **Motion 205-05-20**

710: Open Enrollment Requests – Motion 206-05-20

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

Approved IN	Student Name	Grade	Resident District
	Horman, Holland	Jr K	Cedar Rapids
	Thompson, Margaux	3	Cedar Rapids

800: CONSENT AGENDA – Motion 207-05-20

MOTION by Morey to approve the consent agenda with the walk-in personnel exhibit. Second by Thomas. Voice vote, all ayes. Motion carried.

801: Personnel

Certified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Becker, Kristin	From Instructional Coach to OR Math Teacher	8/16/24	Same
Boyd, Cheyenne	ESY Teacher	6/17/24	Per diem
Dirks, Jessica	From Instructional Coach to EX 8 th Gr LA Teacher	8/16/24	Same

Name	Assignment	Dept Action	Salary Placement
Drinkall, Lisa	From Instructional Coach to BP 6 th Gr Teacher	8/16/24	Same
Dykes, Sam	From Instructional Coach to IC 1 st Gr Teacher	8/16/24	Same
East, Courtney	From GW Induction Coach to EH 1 st Gr Teacher	8/15/24	Same
Goldberg, Beth	From GW Induction Coach to HP 6 th Gr Teacher	8/16/24	Same
Harris, Brittany	ESY Teacher	6/17/24	Per diem
Hazen, Jill	From GW Induction Coach to HP 5 th Gr Teacher	8/16/24	Same
Helmke, Shanna	From Instructional Coach to BP 5 th Gr Teacher	8/16/24	Same
Hill, Austin	LMHS: School Counselor	8/13/24	MA, Step 3
Hiscock, Gina	IC: Student Support Services Teacher	8/13/24	MA, Step 5
Klostermann, Emily	Recall from RIF – HP 6 th Gr Teacher	8/16/24	Same
Lappe, Shannon	Recall from RIF – EH 2 nd Gr Teacher	8/16/24	Same
Oberbroeckling, Tina	LMHS: From Instructional Coach to Math Teacher	8/16/24	Same
Pederson, Leah	From GW Induction Coach to IC 3 rd Gr Teacher	8/16/24	Same
Price, Michelle	From GW Induction Coach to HP 5 th Gr Teacher	8/16/24	Same
Redington, Brian	ESY Teacher	6/17/24	Per diem
Steva, Ashley	From LG 2 nd Gr to EH 1 st Gr Teacher	8/16/24	Same
Suther, Kelsey	ESY Teacher	6/17/24	Per diem
Thompson, Haley	From BW Kindergarten to WF 1 st Gr Teacher	8/16/24	Same

Certified Staff: Resignations

Name	Assignment	Dept Action	Reason
Barnhart, Carl	HS: English Teacher	5/31/24	Personal
Bryant, Judy	WE: Reading Teacher	5/31/24	Personal
Kash, Katy	EH: Student Support Services Teacher	5/31/24	Other employment
Melo, Lauren	HS: Spanish Teacher	5/31/24	Other employment
Steenblock, Maria	BW: Instructional Coach	5/31/24	Retirement

Classified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Blazek, Ann	ESY Health Assistant	6/17/24	Same
Brenes, Daysi	From LMHS NS General Help to EH Custodian	5/6/24	SEIU C, Step 7
Crawford, Amy	ESY Support Associate	6/17/24	Same
Garcia, Joanna	ESY Support Associate	6/17/24	Same
Greene, Melinda	ESY Support Associate	6/17/24	Same
Gustafson, Lisa	ESY Support Associate	6/17/24	Same
Keating-Vraspier, Jane	ESY Support Associate	6/17/24	Same
Meis, Isabelle	WF: Student Support Associate	5/3/24	LMSEAA II, Step 1
Oberbroeckling, Andrea	OR: Student Support Associate	8/19/24	LMSEAA II, Step 1
Simpson, Bre	NS: From PTNS General Help to Cashier	5/9/24	SEIU A +.25, Step 1
Troyna, Krista	ESY Support Associate	6/17/24	Same
Wilson, Nathan	O&M: Seasonal Help	5/13/24	\$15.00/hour
Young, Haley	ESY Support Associate	6/17/24	Same

Classified Staff: Resignations

Name	Assignment	Dept Action	Reason
Bear, Bethany	WE: Student Support Associate	5/31/24	Personal
Dotson, Rebecca	TR: Bus Rider	5/31/24	Retirement
Leonardson, Tracy	NS: HP Cashier/General Help	5/2/24	Personal
Pandian, Anitha	BW: Student Support Associate	5/10/24	Personal

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

Name	Assignment	Dept Action	Salary Placement
Baker, Tasia	LMHS: Head Girls Bowling Coach	11/11/24	\$4,624

Name	Assignment	Dept Action	Salary Placement
Berger, Scott	LMHS: From Head 9 th Gr to Asst 10 th Gr Boys Basketball Coach	8/16/24	\$3,468
Callahan, Megan	OR: Show Choir Choreography	5/31/24	\$3,000
Clark, Hannah	LMHS: Soccer Clinic Instructor	4/27/24	\$500
Gorman, Erin	EX: ALO Coordinator	5/13/24	\$1,000
Merritt, Stephanie	LMHS: Head JV2 Girls Basketball Coach	8/12/24	\$4,624
Seery, Kelly	LMHS: From Asst to Head Girls Wrestling Coach	8/16/24	\$5,780
Steffen, Jayden	LMHS: Asst Varsity Girls Swim Coach	8/16/24	\$3,468

Walk-In Personnel Exhibit

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Phillips, Ryan	NE: School Facilitator	7/31/24	Personal

802: Approval of May 6th Board Minutes – Exhibit 802.1

803: Approval of Bills/Warrants – Exhibit 803.1

804: Approval of Contracts/Agreements – Exhibits 804.1-9

1. Edmentum for EdOptions Academy for 2024-25 school year
2. EdPuzzle renewal quote for 2024-2027 school years
3. Kirkwood Community College teacher/paraeducator apprenticeship program MOU
4. Mt Mercy University teacher/paraeducator apprenticeship program MOU
5. Four Oaks Family and Children's Services bus supervision agreement
6. SAI Administrator Mentoring and Induction Program agreement
7. AgVantage FS Energy propane heating price contract
8. Grant Wood AEA subcentral agreement
9. City of Marion School Resource Officer agreement for 2024-27

805: Approval of Fundraising Requests – Exhibits 805.1-5

1. Varsity Poms poster sponsors to cover travel and choreographer fees
2. Varsity Poms kids dance clinics to cover costumes and travel to nationals
3. Varsity Poms dance competition to cover registration/travel to nationals
4. LMHS Orchestra driven coffee online/virtual sales for clinicians/equipment
5. 5-8 Grade Band summer band programs to purchase instruments and supplies

806: Approval of Overnight Trip Requests – Exhibits 806.1-2

1. HOSA to attend state officer training in Des Moines (June 10-11)
2. HOSA to attend leadership conference in Houston, TX (June 26-29)

807: Informational Financial Reports – Exhibits 807.1-2

1. School Finance and Cash Balance Reports as of April 30, 2023
2. School Finance and Cash Balance Reports as of April 30, 2024

900: BOARD CALENDAR & COMMUNICATIONS

901: Board Calendar & Communications

Buchholz reviewed the board calendar. Morey highlighted that tonight's meeting is the last board meeting to be held in the current LRC. Morey commended the students who recently participated in the Engineering & Design Senior Capstone Project on their incredible achievements.

Date	Time	Event	Location
<i>May 21</i>	<i>Noon</i>	<i>100-Hour Volunteer Luncheon</i>	<i>Hills Bank, Marion</i>
<i>May 21</i>	<i>3:00 PM</i>	<i>Compass Graduation Celebration</i>	<i>LRC Gym</i>
May 23	5:30 PM	Marion City Council (<i>Thomas</i>)	City Hall
May 26	1:00 PM	LMHS Commencement	Alliant Energy Powerhouse
<i>May 30</i>	<i>--</i>	<i>Last Day of School with 2-Hour Early Dismissal</i>	<i>Districtwide</i>
Date	Time	Event	Location
June 6	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall
June 10	5:00 PM	Board Meeting	TBD
<i>June 19</i>	<i>--</i>	<i>District Closed – Juneteenth Holiday</i>	<i>Districtwide</i>
June 20	5:30 PM	Marion City Council (<i>Morey</i>)	City Hall
Date	Time	Event	Location
<i>July 4</i>	<i>--</i>	<i>District Closed – 4th of July Holiday</i>	<i>Districtwide</i>
July 8	5:00 PM	Board Meeting	TBD
<i>July 11</i>	<i>9:30 AM</i>	<i>LIONS Open Golf Outing</i>	<i>Hunters Ridge</i>
July 18	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall

902: Board Committees/Advisories

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, Thomas
School Improvement Advisory Committee (SIAC)	Lowe Lancaster, Morey, Wall

Additional District Committees/Advisories

Committee/Advisory	Board Representatives
Diversity/Equity/Inclusion Committee (DEI)	Lowe Lancaster, Thomas
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: ADJOURNMENT – Motion 208-05-20

MOTION by Wall to adjourn the meeting at 6:13 PM. Second by Thomas. Voice vote, all ayes. Motion carried.

Barry Buchholz, Board President

Jon Galbraith, Board Secretary/Treasurer

**SCHOOL BOARD CLOSED SESSION MINUTES
MAY 20, 2024**

100: CALL TO ORDER & DETERMINATION OF A QUORUM

This closed session of the Linn-Mar Board of Directors was called to order at 6:21 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Foss, Lowe Lancaster, Morey, Thomas, Walker, Wall, and Buchholz. Administration present: Kortemeyer.

200: ADOPTION OF AGENDA – Motion 209-05-20

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

300: CLOSED SESSION

301: Move into Closed Session – Motion 210-05-20

MOTION by Morey to move into closed session at 6:22 PM per Iowa Code 21.5(1)(i), "*to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when a closed session is necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.*" Second by Wall. Roll call vote, all ayes. Motion carried.

302: Return to Open Session – Motion 211-05-20

MOTION by Morey to return to open session at 7:03 PM. Second by Lowe Lancaster. Roll call vote, all ayes. Motion carried.

400: ADJOURNMENT – Motion 212-05-20

MOTION by Morey to adjourn the meeting at 7:04 PM. Second by Lowe Lancaster. Voice vote, all ayes. Motion carried.

Barry Buchholz, Board President

Jon Galbraith, Board Secretary/Treasurer

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/16/2024 - 06/05/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
CENTRAL IOWA AQUATICS	DUES AND FEES	\$4,707.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$15,496.22
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$336.58
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,439.24
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$336.58
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,439.24
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$617.77
IOWA CITY EELS SWIM CLUB, INC	DUES AND FEES	\$452.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$704.88
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,057.88
IOWA SWIMMING, INC (DES MOINES)	DUES AND FEES	\$2,068.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.49
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.51
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$593.74
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$230.95
UNIVERSITY OF IA	DUES AND FEES	\$2,094.00
YMCA OF GREATER DES MOINES	DUES AND FEES	\$196.00
Fund Total:		\$31,874.98
Fund: DEBT SERVICE		
FARMERS STATE BANK	INTEREST	\$23,351.25
FARMERS STATE BANK	PRINCIPAL REDEMPTION	\$1,185,000.00
PIPER SANDLER & CO.	OTHER PROFESSIONAL SERVICES	\$1,000.00
Fund Total:		\$1,209,351.25
Fund: GENERAL		
ACCURATE TRANSLATION BUREAU	Professional Educational Services	\$70.20
ACME TOOLS	MAINTENANCE SUPPLIES	\$34.96
ACTERRA GROUP LLC	GENERAL SUPPLIES	\$59.15
ADCRAFT PRINTING COMPANY	GENERAL SUPPLIES	\$725.00
ADVANTAGE CHIROPRACTIC	PHYSICALS	\$80.00
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$139.49
ALBERS KIM	MISC REVENUE	\$20.00
ALLIANT ENERGY	ELECTRICITY	\$26,108.41
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$20,493.98
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$5.53
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$1,735.34
APPLE COMPUTER INC	GENERAL SUPPLIES	\$4,435.00
ARNOLD BRIANNE	STAFF TRAVEL	\$21.55
ASIFLEX	EE LIAB-FLEX DEP CARE	\$14,355.68
ASIFLEX	EE LIAB-FLEX HEALTH	\$19,406.31
AT & T MOBILTY	INTERNET	\$1,256.37
BARNARD INSTRUMENT REPAIR, INC	EQUIPMENT REPAIR	\$614.00
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$770.27
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$1,651.86

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/16/2024 - 06/05/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
BYTESPEED LLC	COMP/TECH HARDWARE	\$1,299.00
CDW - GOVERNMENT	INSTRUCTIONAL SUPPLIES	\$825.83
CEDAR RAPIDS COMM SCH DIST	GENERAL SUPPLIES	\$200.00
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$3,854.76
CEDAR VALLEY WORLD TRAVEL	STAFF TRAVEL	\$945.00
CENTRAL PROGRAMS, INC	LIBRARY BOOKS	\$2,023.05
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$4,197.42
CENTURYLINK	TELEPHONE	\$839.67
CERWICK BRENDA	Professional Educational Services	\$315.00
CHURCH KATHRYN	STAFF TRAVEL	\$19.40
CMS COMMUNICATIONS	COMP/TECH HARDWARE	\$80.00
COLLECTION	EE LIAB-GARNISHMENTS	\$2,335.39
CUMMINS SALES AND SERVICE	VEHICLE REPAIR	\$4,877.20
DELTA DENTAL OF IOWA	ER LIAB-DENTAL INS	\$53,572.61
DENNY AMANDA	Professional Educational Services	\$449.00
DEPARTMENT OF EDUCATION	DUES AND FEES	\$100.00
DONOVAN GROUP I	OTHER PROFESSIONAL SERVICES	\$3,000.00
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL SERVICES	\$1,921.68
ENABLING TECHNOLOGIES	OTHER TECH SER	\$21,587.50
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$156.82
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,956,120.25
FASSELIUS CASEY	STAFF TRAVEL	\$11.70
FRANKLIN COVEY	PROF SERV: EDUCATION	\$4,191.00
FRY KEVIN	STAFF TRAVEL	\$14.00
GALBRAITH JON	STAFF TRAVEL	\$36.20
GASWAY CO, J P	GENERAL SUPPLIES	\$1,620.17
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$550.28
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$4,246.26
GRANT WOOD AEA	GENERAL SUPPLIES	\$80.60
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$254.48
HALVERSON GINGER	STAFF TRAVEL	\$115.45
HARVEY, GABRIELLE	Professional Educational Services	\$350.00
HAWKEYE ENVIRONMENTAL	OTHER PROFESSIONAL SERVICES	\$555.00
HENNINGS KELLY	STAFF TRAVEL	\$48.90
HICKS JESSIE	STAFF TRAVEL	\$11.40
HILZENDAGER LORI	INSTRUCTIONAL SUPPLIES	\$64.94
HOTSY CLEANING SYSTEMS	REPAIR/MAINT SERVICE	\$255.60
HUK RUBBER STAMP CO.	GENERAL SUPPLIES	\$91.33
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$636.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$161.31
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$78,569.75
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$335,953.88
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$78,569.75
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$335,953.88
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$400,527.17

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/16/2024 - 06/05/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
INVOLTA	OTHER TECH SER	\$109.20
IOWA COMMUNICATIONS NETWORK	INTERNET	\$11.08
IOWA DEPT. OF INSPECTIONS & APPEALS	OTHER PROFESSIONAL SERVICES	\$600.00
IOWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$9,256.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$360,940.81
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$541,698.35
IOWA SHARES	EE LIAB-CHARITY	\$23.00
JVA MOBILITY	INSTRUCTIONAL SUPPLIES	\$170.00
KHALED FAYED	MISC REVENUE	\$7.00
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$194.52
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$176,378.25
KOENEN KARLA	STAFF TRAVEL	\$27.05
LANGE TRAVIS	STUDENT FEES	\$49.00
LAWSON PRODUCTS, INC	MAINTENANCE SUPPLIES	\$153.63
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$4.37
LINN COUNTY TREASURER	DUES AND FEES	\$2,200.00
LINN COUNTY TREASURER.	OTHER PROFESSIONAL SERVICES	\$31,394.87
LINN-MAR CASH ADVANCE	Cash Advance	\$6,526.77
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$334.00
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$1,044.55
LJ'S CATERING	GENERAL SUPPLIES	\$651.50
LYNCH FORD	VEHICLE REPAIR	\$736.30
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,648.26
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,442.58
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$232.00)
MARCO TECHNOLOGIES, LLC	Copies	\$5,851.35
MCMMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$51.60
MEDIACOM	TELEPHONE	\$296.90
MEISTER SCOTT	MISC REVENUE	\$20.00
MENARDS -13127	GENERAL SUPPLIES	\$989.18
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$121.78
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$607,497.44
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	(\$40.21)
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,870.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$41,593.12
MHC Kenworth Cedar Rapids	TRANSP. PARTS	\$25,200.00
MHC Kenworth Cedar Rapids	VEHICLE REPAIR	\$2,835.58
MID AMERICAN ENERGY	NATURAL GAS	\$12.01
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$5,361.29
MIDWEST ALARM SERVICES	OTHER PROFESSIONAL SERVICES	\$570.95
MORAN, SHIRLEY	GENERAL SUPPLIES	\$159.63
NELSON RENEE	STAFF TRAVEL	\$21.25
NOTEWORTHY MUSIC SERVICES, INC	PROF SERV: EDUCATION	\$745.00
ORCHESTRA IOWA	Professional Educational Services	\$168.00
ORKIN PEST CONTROL	OTHER PROFESSIONAL SERVICES	\$470.00

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/16/2024 - 06/05/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$193.99
PFEIL ANGELA	STAFF TRAVEL	\$56.30
PFEIL REBEKAH	STAFF TRAVEL	\$17.95
PITNEY BOWES	DUES AND FEES	\$1,678.80
Pottawattamie County Sheriff	EE LIAB-GARNISHMENTS	\$674.44
PROFESSIONAL PLUMBING SERVICE, INC	REPAIR/MAINT SERVICE	\$347.50
RELAYHUB LLC	DATA PROCESSING AND	\$10,343.36
RIES KARLA	STAFF TRAVEL	\$140.75
RIVERSIDE TECHNOLOGIES, INC	COMP/TECH HARDWARE	\$1,259.00
ROOTS IN BLOOM	GENERAL SUPPLIES	\$343.50
ROUNDS TRACY	STAFF TRAVEL	\$37.05
SCHIMBERG	HEAT/PLUMBING SUPPLY	\$953.47
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$754.58
SCHROEDER SHELLEY	MISC REVENUE	\$10.00
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$632.40
SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS UPKEEP	\$58.68
STAMP CAROL	STAFF TRAVEL	\$88.40
STEVE KING	PROF SERV: EDUCATION	\$400.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,005.60
TEAM IOWA/IPROMOTEU	GENERAL SUPPLIES	\$1,249.61
TEAM IOWA/IPROMOTEU	INSTRUCTIONAL SUPPLIES	\$144.00
TEGELER WRECKER & CRANE	REPAIR/MAINT SERVICE	\$327.00
TEGELER WRECKER & CRANE	VEHICLE REPAIR	\$1,195.37
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$240.00
THE FILTER SHOP, INC	GENERAL SUPPLIES	\$3,319.30
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$802.00
TIEMANN FABIENNE OR BENJAMIN	STAFF TRAVEL	\$88.00
TO THE RESCUE	PROF SERV: EDUCATION	\$725.00
TOTAL SCAPES, INC	REPAIR/MAINT SERVICE	\$960.00
TOWNS KATHRYN	STAFF TRAVEL	\$47.50
TRALAU CAROL A.	PROF SERV: EDUCATION	\$50.00
TRANSACT COMM LLC DBA APP-GARDEN	DUES AND FEES	\$21,725.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$177,027.48
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$120.00
VERIZON WIRELESS	TELEPHONE	\$257.65
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$82,519.45
WEBER COMMUNICATIONS INC	OTHER PROFESSIONAL SERVICES	\$450.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$613.50

Fund Total: \$7,578,592.32

Fund: LOCAL OPT SALES TAX

MCCOMAS LACINA CONSTRUCTION LC	CONSTRUCTION SERV	\$823,752.60
OPN ARCHITECTS, INC.	ARCHITECT	\$40,746.85
PIPER SANDLER & CO.	BOND ISSUANCE COSTS	\$90,575.00
PIPER SANDLER & CO.	OTHER PROFESSIONAL SERVICES	\$1,250.00
TRI-CITY ELECTRIC COMPANY OF IOWA	OTHER PROFESSIONAL SERVICES	\$2,500.89

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/16/2024 - 06/05/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
		Fund Total: \$958,825.34
Fund: NUTRITION SERVICES		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$664.72
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$120,502.05
GERICKE JOYCE	GENERAL SUPPLIES	\$45.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$2,275.33
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$9,729.15
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$2,275.33
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$9,729.15
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$5,609.86
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$10,479.19
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$15,727.14
KUHN BRENTON	UNEARNED REVENUE	\$103.95
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$177.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$17.08
MARCO TECHNOLOGIES, LLC	Copies	\$3.45
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$18,423.45
MORGAN THERESA	UNEARNED REVENUE	\$12.35
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$3,423.18
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$101,821.63
TAYLOR BROOKE	UNEARNED REVENUE	\$187.42
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,959.08
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00
		Fund Total: \$304,386.01
Fund: PHY PLANT & EQ LEVY		
CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
OPN ARCHITECTS, INC.	ARCHITECT	\$54,996.48
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$2,807.50
		Fund Total: \$63,678.98
Fund: PUB ED & REC LEVY		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,100.06
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$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
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$100.89

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/16/2024 - 06/05/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
TRI-CITY ELECTRIC COMPANY OF IOWA	OTHER PROFESSIONAL SERVICES	\$3,152.25
Fund Total:		\$6,716.45
Fund: SALES TAX REVENUE BOND CAP PROJECT		
PEAK CONSTRUCTION	CONSTRUCTION SERV	\$1,649,219.17
Fund Total:		\$1,649,219.17
Fund: STUDENT ACTIVITY		
AMY WHITE PHOTOGRAPHY	GENERAL SUPPLIES	\$437.50
ANNEN DAVID	OFFICIAL/JUDGE	\$160.00
BOOSTER CLUB	GENERAL SUPPLIES	\$110.00
BSN SPORTS	GENERAL SUPPLIES	\$9,190.52
BUTLER STEVE	OFFICIAL/JUDGE	\$156.00
CEDAR RAPIDS COMM SCH DIST	DUES AND FEES	\$2,820.00
CEDAR RAPIDS COMM SCH DIST	GENERAL SUPPLIES	\$2,895.00
CEDAR RAPIDS SPECIAL DUTY POLICE	PROF SERV: EDUCATION	\$456.00
CEDAR VALLEY WORLD TRAVEL	STAFF TRAVEL	\$945.00
CHAMBERLIN RANDY	OFFICIAL/JUDGE	\$166.90
CONDON MICHAEL J	OFFICIAL/JUDGE	\$400.00
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$480.00
DODGE JOHN	OFFICIAL/JUDGE	\$65.00
DRIVEN COFFEE	GENERAL SUPPLIES	\$7,314.00
EPIC EVENT CENTER LLC	DUES AND FEES	\$4,750.00
FALAH AL-YASSIRI	OFFICIAL/JUDGE	\$65.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$6,553.52
FULLER, TRAVIS	OFFICIAL/JUDGE	\$160.00
GOTTO JAMES	DUES AND FEES	\$1,300.00
GRANT WOOD AEA	GENERAL SUPPLIES	\$144.20
GRIER NATHAN	OFFICIAL/JUDGE	\$160.00
HAHN NIKOLAS	OFFICIAL/JUDGE	\$135.00
HANDEL MANDY	STUDENT FEES	\$150.00
HARKER THAD	OFFICIAL/JUDGE	\$65.00
HART GARY	OFFICIAL/JUDGE	\$175.64
HILL TY	OFFICIAL/JUDGE	\$145.12
HORST JEFF	OFFICIAL/JUDGE	\$199.10
HOYT BOB	OFFICIAL/JUDGE	\$50.00
HUNTERS RIDGE GOLF COURSE	GENERAL SUPPLIES	\$852.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$109.60
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$468.65
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$109.60
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$468.65
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$255.99
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	DUES AND FEES	\$130.00
IOWA HIGH SCHOOL ATHLETIC ASSOC	DUES AND FEES	\$60.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$510.20
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$765.70
JENNIFER PETSCHKE	PROF SERV: EDUCATION	\$676.36

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 05/16/2024 - 06/05/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
JOE SAMPLE	OFFICIAL/JUDGE	\$65.00
JOHNSON HANNAH	GENERAL SUPPLIES	\$475.00
KAUFMANN KY	OFFICIAL/JUDGE	\$169.20
KEMP WILLIAM	OFFICIAL/JUDGE	\$158.12
KIWANIS YOUTH PROGRAMS	DUES AND FEES	\$91.00
LANGUAGE TESTING INTERNATIONAL, INC	GENERAL SUPPLIES	\$70.00
LASSANCE PAUL	OFFICIAL/JUDGE	\$139.50
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$396.00
LJ'S CATERING	GENERAL SUPPLIES	\$622.50
LRS PORTABLES OF IOWA	GENERAL SUPPLIES	\$195.00
MCDONOUGH MATTHEW	DUES AND FEES	\$900.00
MERCY WOMEN'S CENTER	GENERAL SUPPLIES	\$562.70
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES	\$99.00
MIELL BRET	OFFICIAL/JUDGE	\$160.00
MONTICELLO SPORTS	GENERAL SUPPLIES	\$605.50
NATIONAL FFA ORGANIZATION	GENERAL SUPPLIES	\$38.00
OBERBROECKLING CHRIS	OFFICIAL/JUDGE	\$160.00
SCHNEEKLOTH TERRY	OFFICIAL/JUDGE	\$125.00
SCHULTZ STRINGS INC	GENERAL SUPPLIES	\$1,048.00
SHANLEY STEVE	GENERAL SUPPLIES	\$2,940.00
SMITH TIMOTHY C	OFFICIAL/JUDGE	\$120.00
SOCCER MASTER	GENERAL SUPPLIES	\$1,907.00
STEVE COOK SOUND	GENERAL SUPPLIES	\$1,760.00
TEAM IOWA/IPROMOTEU	GENERAL SUPPLIES	\$119.92
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$177.55
WEST HIGH SCHOOL	DUES AND FEES	\$50.00
WEST MUSIC CO	GENERAL SUPPLIES	\$704.00
WILDWOOD LODGE	GENERAL SUPPLIES	\$262.08
WILDWOOD LODGE	STAFF TRAVEL	\$7,212.80
WINDSTAR LINES	STAFF TRAVEL	\$1,519.25

Fund Total: \$66,907.37

Grand Total: \$11,869,551.87

End of Report

**Memorandum of Agreement (MOA)
for the Iowa Blueprint for Change (IBC) Transition Pilot Program in the
Linn Mar School District**

The parties to this Memorandum of Agreement are the Linn Mar Community School District (LMCSD), The Arc of East Central Iowa, Iowa Vocational Rehabilitation Services (IVRS), the University Centers for Excellence in Developmental Disabilities (UCEDD), University of Iowa Centers for Evaluation and Assessment (U of I CEA), and Griffin-Hammis Associates (GHA).

I: Purpose

The Iowa Blueprint for Change (IBC) project goal is focused on advancing and improving systems so that Iowans with disabilities who were either in subminimum wage employment, or are considered to be contemplating it, have competitive integrated employment (CIE) opportunities that lead to economic security. The transition pilot under the IBC project offers an opportunity for school districts to assist with the IBC goal by increasing the ongoing delivery of preparation, placement and support services that begin in early high school and result in uninterrupted transition to competitive integrated employment for youth with disabilities. The pilot is intended for students within the school district who meet the following qualifications for participation in the IBC program:

- Students who have Social Security benefits based on their own disability; and/or
- Students considered to have a need for more supports (previously classified as Level III students).

All students who meet the above criteria must also apply for and be determined eligible for services with Iowa Vocational Rehabilitation Services (IVRS). Students must be off the waiting list and have developed an individualized plan for employment (IPE) with their vocational rehabilitation counselor. For specific programming (e.g., Customized Employment, etc.), students must be in the Most Significantly Disabled category under IVRS.

II: Roles and Responsibilities

The parties agree to the following roles and responsibilities.

A. Training and Outreach

1. LMCSD Responsibilities

- a. In collaboration with UCEDD, facilitate two technical assistance days or sessions; one day will consist of training for staff, while the other day will consist of information delivery for parents and students.
 - b. Facilitate professional learning sessions on the IBC Transition Pilot Program to relevant staff.
 - c. Once the school realignment has been completed present informational literature and room tours to prospective parents and students;
 - d. The school staff and Youth Transition Team (YTT) staff will attend school conferences for outreach, to offer input, address questions, and potentially recruit students for the IBC Transition Pilot Program.
 - e. Share information on professional learning with applicable staff and families.
 - f. Allow for release time/substitutes if professional learning is outside of identified professional learning days.
 - g. Attend required training as identified and approved by the IBC team to receive certification to provide supported employment services.
 - h. Participate in regular consultative meetings with the IVRS counselor for support.
2. IVRS Responsibilities
- a. Coordinate with school and CRP staff to schedule a day for technical assistance for educators and a day to present information for students and parents.
 - b. Participate in the coordination of content for technical assistance days, in conjunction with UCEDD (IBC staff).
 - c. Attend technical assistance days for educators and parents/students.
 - d. Participate in regular consultative meetings to provide support to the transition team.
3. The Arc of East Central Iowa Responsibilities
- a. Attendance at technical assistance days.
4. UCEDD (IBC Staff) Responsibilities
- a. Coordinate among identified partners to create content for technical assistance days.
 - b. Attendance and facilitation of technical assistance days.
 - c. Ensure that all printed materials are accessible and have the appropriate disclaimers, as required by 2 CFR 200 and the DIF Grant Anticipation Note (GAN).
 - d. Print materials developed by the LMCS D.
5. GHA Responsibilities
- a. Attend and participate in technical assistance days along with other identified partners.

- b. Coordinate materials for outreach and technical assistance (and submit for approval to IVRS IBC team prior to dissemination).

B. Information gathering to select potential IBC Transition Pilot participants.

1. Linn Mar Community School District (LMCSD) Responsibilities
 - a. Identify students that are appropriate for the IBC Transition Pilot based on the criteria in the Purpose section of this MOA.
 - b. Refer students to IVRS in advance of participation to avoid delays in service during eligibility determination.
 - c. Ensure a "Consent to Release Information to and from IVRS" form has been completed and documented in ACHIEVE and notify IVRS once completed.
 - d. Provide any necessary information from school records or IEP to IVRS as needed.
2. Iowa Vocational Rehabilitation Services (IVRS) Responsibilities
 - a. Verify a "Consent to Release Information to and from IVRS" form has been completed with each student.
 - b. Conduct intake for IVRS services for each referred student.
 - c. Determine eligibility for IVRS services for each referred student and inform all parties of the eligibility decision and waiting list placement.
 - d. Inform all parties when each participant is removed from the waiting list and placed into services.
3. The Arc of East Central Iowa Responsibilities
 - a. Make referrals on any potential students within the district that meet IBC qualifications, but have not yet been referred.
4. UCEDD (IBC Staff) Responsibilities
 - a. Assist responsible parties in the process of referral, as needed.
5. GHA Responsibilities
 - a. Be available to all partners to staff potential student referrals as requested.

C. Provision of Services Through Case Closure

1. Linn Mar Community School District (LMCSD) Responsibilities
 - a. Collaborate with IVRS and The Arc of East Central Iowa to provide support with the development of the IPE.
 - b. Provide IVRS and The Arc of East Central Iowa with information regarding the student's strengths, interests, and abilities in regards to employment.
 - c. Update Individualized Education Program (IEP) for each participant, as applicable, to align the work goal on the IEP with the employment goal on the IVRS IPE.

- d. Assure there is no duplication of transition services provided by other established transition programs within the district.
 - e. Enter services provided and case notes direction into the IRSS interface within five business days, or before the end of the calendar quarter, whichever comes first.
 - f. Submit progress reports to the UCEDD Contract Manager assigned to the program on a quarterly basis.
 - g. Maintain the Youth Transition Team (YTT) for continuous unique and individualized service delivery.
 - h. Assume responsibility for organizing and overseeing all services provided within the schools, and ensure alignment with the district's service delivery plan for secondary transition services.
 - i. Provide services and supports to participants in the school district, based on participant's individual needs.
 - j. Provide linkages to community resources, information, and service providers for post-graduation transition plans.
 - k. Notify all parties of any changes in participants (e.g., relocation out of the school district, request for file closure, incarceration, etc.).
2. Iowa Vocational Rehabilitation Services (IVRS) Responsibilities
- a. Develop an IPE for each participant in order to identify a work goal and services needed, amend as needed, and provide copies to LMCSO.
 - b. Conduct comprehensive annual reviews for each participant.
 - c. Coordinate with The Arc of East Central Iowa on the development and maintenance of business partnerships for participants.
 - d. Authorize and pay for services that are agreed upon and outlined on the participant's IPE.
 - e. Provide innovative assistive technology technical assistance to participants and the LMCSO, as applicable.
 - f. Provide innovative benefits planning technical assistance to participants and the LMCSO, as applicable.
 - g. Provide innovative self-employment technical assistance to participants and the LMCSO, as applicable.
 - h. Determine when each participant's employment has stabilized and close the case based on IVRS policy.
 - i. Notify all parties of any changes in participants (e.g., relocation out of the school district, request for file closure, incarceration, etc.).
3. The Arc of East Central Iowa Responsibilities
- a. Provide regular updates to all parties on progress of participants who are receiving services provided by The Arc of East Central Iowa.
 - b. Work closely with GHA and IVRS on the fidelity model for CE.
 - c. Develop and maintain partnerships with local businesses to promote the CE process and job placement for participants in the IBC Transition Pilot Program-Linn Mar.
 - d. Provide necessary documentation to involved parties, as outlined in various service agreements (e.g., provide necessary documentation to IVRS for payment, provide necessary documentation to GHA for mentoring, provide necessary documentation to the LMCSO, etc.).
4. UCEDD (IBC Staff) Responsibilities

- a. Provide funding and seek reimbursement for pilot (and other allowable) costs as directed by the IBC Project Director and Project Administrator.
 - b. Track quarterly progress reports from the LMCS D and provide timely feedback to the LMCS D on progress.
 - c. Make regular visits (frequency agreed upon by all parties) in conjunction with IVRS IBC staff to assess progress and
5. GHA Responsibilities
- a. Be available for any scheduled meetings for the IBC participant, as applicable.
 - b. Provide mentoring and technical assistance to The Arc of East Central Iowa, in accordance with the contract between IVRS and GHA.

D. Local Evaluation - U of I CEA

1. The local evaluation team will provide evaluation in all of the previous sections of this MOA, as outlined in the evaluation plan and as agreed upon under the contract between IVRS and U of I CEA.

III: Term of Memorandum of Agreement

This Agreement will become effective on the date the last required signature is received, and will continue until September 30, 2027, unless terminated based on the Right to Terminate section of this MOA.

IV: Right to Terminate

This agreement may be terminated for any reason by any of the parties upon 60 days' written notice with the understanding that, as a result of termination, the IBC Transition Pilot Program-Linn Mar would be discontinued.

V: Limitation of Agreement

The parties understand that this Agreement is not a contract and is not binding. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed here, and supersedes all prior understandings or agreements, oral or written, with respect to this subject matter.

VI: Relationship of Parties

No agent or employee of any party shall be deemed an agent or employee of any other party. Each party will be solely and entirely responsible for the acts of its employees, agents, subcontractors, and volunteers. This Agreement is executed for the benefit of the parties. It is not intended, nor may it be construed, to create any third party beneficiaries.

VII: Indemnification

Each party agrees to defend, indemnify, and hold the other(s) harmless from any and all liability, damages, expenses (including attorney fees and court costs), and claims for loss or injury of

any kind, in connection with any claims that arise from a party's own action or omissions by that party or its employees, agents, subcontractors, or volunteers.

VIII: Data Sharing

Access to Confidential Data. Employees and agents to parties in this MOA may have access to confidential data regarding clients and applicants maintained by IVRS only to the extent necessary to carry out its responsibilities under this MOA. Personal records of clients and applicants shall be kept private and confidential in compliance with all applicable state and federal laws and regulations including, without limitation, state statutory requirements contained in Iowa Code Chapter 259 (2019), Iowa Code §22.1, and 281 Iowa Administrative Code 56.33. Information shall not be disclosed to anyone unless authorized in writing by IVRS; provided, however, that client personal information may be made available to prospective employers and the Client Assistance Program of the Division on Disabilities of the Iowa Department of Human Rights on a selective basis pursuant to a Release of Information form signed by the client or applicant. In addition, this information may be made available to persons or entities having responsibilities under the Rehabilitation Act including appropriate federal and state governmental authorities involved in the administration of the Rehabilitation Act. Clients and applicants will be allowed access to their own information unless the records or information are exempt from disclosure. Contractor shall provide to IVRS a written description of its policies and procedures to safeguard confidential information upon request. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.

No Dissemination of Confidential Data. No confidential individual record data collected, maintained, or used in the course of performance of parties in this MOA shall be disseminated except as authorized by law or this MOA and with the written consent of IVRS, either during the period of the MOA or thereafter. Any data supplied to or created by the parties of the MOA shall be considered the property of IVRS. Any and all data collected, maintained, created, provided, or used in the course of the performance of the MOA, in whatever form it is maintained, shall be returned to IVRS promptly at their request.

Research and Evaluation. Personal information may be shared by parties to this MOA engaged in audit, evaluation, or research only for purposes directly connected with the administration of the IBC program and only if, in accordance with a written agreement, the organization, agency, or individual assures that:

1. The information will be used only for the purposes for which it is being provided;
2. The information will be released only to persons officially connected with the audit, evaluation, or research;
3. The information will not be released to the involved individual;
4. The information will be managed in a manner to safeguard confidentiality; and
5. The final product will not reveal any personal identifying information without the informed written consent of the involved individual or the individual's representative.

_____ Date: _____

Barry Buchholz

Linn-Mar Board President

2999 N 10th St

Marion, IA 52302

319-447-3000

barry.buchholz@linnmar.k12.ia.us

_____ Date: _____

Leah Moser

Senior Program Manager

The Arc of East Central Iowa

680 2nd Street SE

Cedar Rapids, IA 52401

Office: 319-365-0487 ext: 1009

Cell: 319-540-5770

lmoser@arceci.org

_____ Date: _____

Dr. James Williams, CRC, ACAS, Administrator

Iowa Vocational Rehabilitation Services

Iowa Workforce Development

1000 E. Grand Avenue

Des Moines, IA 50319

515-829-6035 (Mobile)

james.williams@iwd.iowa.gov
workforce.iowa.gov

Date: _____

Kayla Pfau, PhD

Research Specialist

Center for Evaluation and Assessment

Educational Measurement and Statistics

University of Iowa College of Education

(319)467-3024

kayla-jackson@uiowa.edu

Date: _____

Beth Keeton

She/Her

Executive Director GriffinHammis

bkeeton@griffinhammis.com

(813) 486-1214

Date: _____

Derrick Willis

UCEDD Agency Director

100 Hawkins Drive, Room 295D

Iowa City, IA 52252

319-678-8414

derrick-willis@uiowa.edu



Price Quote

Exhibit 804.2

100 S. Mill Ave
 Suite 1700
 Tempe, AZ 85281
 877-725-4257

Date 5/29/2024
Quote No. Q-59952
Acct. No. 12210239
Total 120,143.00
Pricing Expires 11/24/2024

Linn-MAR Community School District
 2999 10th Street
 Marion IA 52302
 United States

Payment Term	Contract Start	Contract End
Net 30	7/1/2024	6/30/2025

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Linn-MAR Community School District	Imagine IM Student Single User License - Grade K		06/30/2025	440	21.00	9,240.00
	Imagine IM Student Single User License - Grade 1		06/30/2025	536	21.00	11,256.00
	Imagine IM Student Single User License - Grade 2		06/30/2025	549	21.00	11,529.00
	Imagine IM Student Single User License - Grade 3		06/30/2025	527	21.00	11,067.00
	Imagine IM Student Single User License - Grade 4		06/30/2025	561	21.00	11,781.00
	Imagine IM Student Single User License - Grade 5		06/30/2025	542	21.00	11,382.00
	Imagine IM Student Single User License - Grade 6		06/30/2025	609	21.00	12,789.00
	Imagine IM Student Single User License - Grade 7		06/30/2025	583	21.00	12,243.00
	Imagine IM Student Single User License - Grade 8		06/30/2025	536	21.00	11,256.00
	Imagine IM Teacher Print - Grade K - CCSS		06/30/2025	24	100.00	2,400.00
	Imagine IM Teacher Print - Grade 1 - CCSS		06/30/2025	26	100.00	2,600.00
	Imagine IM Teacher Print - Grade 2 - CCSS		06/30/2025	25	100.00	2,500.00
	Imagine IM Teacher Print - Grade 3 - CCSS		06/30/2025	25	100.00	2,500.00
	Imagine IM Teacher Print - Grade 4 - CCSS		06/30/2025	25	100.00	2,500.00
	Imagine IM Teacher Print - Grade 5 - CCSS		06/30/2025	12	100.00	1,200.00
	Imagine IM Teacher Print - Grade 6 - CCSS		06/30/2025	14	100.00	1,400.00
	Imagine IM Teacher Print - Grade 7 - CCSS		06/30/2025	4	100.00	400.00
	Imagine IM Teacher Print - Grade 8 - CCSS		06/30/2025	5	100.00	500.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	06/30/2025	1	1,600.00	1,600.00

Subtotal 120,143.00
Tax Total 0.00
Total 120,143.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

**Linn-MAR Community
School District**

Signature: _____
Print Name: Barry Buchholz
Title: Board President
Date: _____

Imagine Learning Representative

Tosha Vogel
Account Executive -
tosha.vogel@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Linn-Mar Community School District - 145633

Reference ID: 727342

2999 10th St
Marion, IA 52302-5478
Contact: Karla Ries - (319) 447-3000
Email: karla.ries@linnmar.k12.ia.us

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$12,417.00
Applied Discounts	\$(5,060.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$7,357.00

This quote includes: FastBridge.


By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Linn-Mar Community School District - 145633
	By:
Name: Ted Wolf	Name: Barry Buchholz
Title: VP - Corporate Controller	Title: Board President
Date: 5/21/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Heather Miller at (641)658-9302, Thank You.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Linn-Mar Community School District - 145633

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
FastBridge Subscription	07/01/2024 - 06/30/2025	150	\$9.98	\$(588.00)	\$909.00
FastBridge Subscription - IA AEA K-6	07/01/2024 - 06/30/2025	2,600	\$4.20	\$(4,472.00)	\$6,448.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Linn-Mar Community School District Total				\$(5,060.00)	\$7,357.00

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**IOWA WORKFORCE DEVELOPMENT
TEACHER AND PARAEDUCATOR REGISTERED APPRENTICESHIP PROGRAM
AGREEMENT
BETWEEN
IOWA WORKFORCE DEVELOPMENT AND LINN-MAR COMMUNITY SCHOOL
DISTRICT
ADDENDUM #3**

BETWEEN Iowa Workforce Development
1000 East Grand Avenue
Des Moines, IA 50319
(Hereinafter “IWD”)

AND Linn-Mar Community School District
2999 N. 10th St.
Marion, IA 52302
(Hereinafter “Beneficiary”)

WHEREAS, the parties hereto have previously entered into an Agreement for the Teacher and Paraeducator Registered Apprenticeship Program, hereinafter referred to as “Master Agreement.”

WHEREAS, the parties hereto have previously entered into Addendum #1 and #2 for the Teacher and Paraeducator Registered Apprenticeship Program Agreement.

WHEREAS, the parties hereby mutually agree to modify the terms of the Master Agreement by executing Addendum #3.

NOW, THEREFORE, based upon the foregoing, the following terms of the Master Agreement shall be amended as follows:

1. Beginning the date the Master Agreement went into effect, all references to “Subrecipient” in the Notice of Funding Opportunity (NOFO), the Teacher and Paraeducator Registered Apprenticeship Program Grant Agreement (Master Agreement), and any and all Amendments to the Master Agreement will be replaced with “Beneficiary.”

2. Section 1 of the Master Agreement will be amended with the following language:

A Beneficiary is a school district or lead school district and is also the end user of this award. All payments are directed to the school district to assist in wages and to pay tuition expenses for the apprentices. The district is the beneficiary due to the district directly benefiting from having more qualified teachers available within their district to

help address the learning loss due to the pandemic. Districts were directly negatively affected in the pandemic due to the loss of qualified educators. This program is designed to support Iowa Community School Districts and assist in addressing the negative impact of teacher shortages and the behavioral and learning issues related to the effects of the COVID-19 pandemic.

In order to maintain program eligibility, districts must maintain and adhere to the apprenticeship program standards provided by the Office of Apprenticeship, the Iowa Office of Apprenticeship and IWD.

3. Section 3 of the Master Agreement will be amended as follows:

As a beneficiary, districts will be eligible for up to \$8,200.00 per semester per qualifying apprentice registered with the district's Para Educator Registered Apprenticeship program up to the maximum apprentice amount of \$40,500.00. Districts will be eligible for up to \$9,400.00 per semester per eligible apprentice registered with the district's Teacher Registered Apprenticeship program, up to the maximum apprentice amount of \$47,000.00. Apprentice eligibility requirements and required documentation is provided in Section 5 of this Addendum.

Districts are eligible to receive up to an additional \$2,000.00 per apprentice in addition to the Teacher Apprentice maximum amount of \$47,000.00 if an apprentice registered with their program earns an Iowa endorsement in addition to the teaching license from one or more of the following:

- i. 103 - PK-K Teacher, Pre-kindergarten-Kindergarten
- ii. 104 - K-12 English as a Second Language
- iii. 262 - PK-K Early Childhood Special Education
- iv. 259 through 265 - K-12 Instructional Strategist I and/or II
- v. 266 – Birth-21 Deaf or Hard of Hearing
- vi. 267 – Birth-21 Visually Impaired

Districts are only eligible to claim this amount one time per qualifying apprentice – if an apprentice earns multiple endorsements from this list, they are only eligible for up to \$2,000.00 per apprentice. Validation of the completion of the endorsement by apprentice will be provided to IWD on official letterhead of the (Related Training Instruction) RTI provider.

4. Section 5 of the Master Agreement will be amended as follows:

The allowable Administrative costs in section 5, USE OF FUNDS, will be eliminated. This section will now read:

In accordance with the Governor's authorization for the purpose of this award, grant funds must be used to reimburse employer sponsors for Related Training Instruction (RTI) tuition and employee wages. Beneficiary is required to comply with use of funds

requirements of the American Rescue Plan (ARP) Act of 2021. ~~Administrative Costs are limited to the sponsor's current restricted indirect cost rate or 5% whichever is less.~~

- i. The Beneficiary understands and agrees that the funds disbursed under this award may only be used for purposes set forth in section 602(c) of the Social Security Act (the Act) and U.S. Treasury's implementing regulations and interpretive guidance.
- ii. The Beneficiary will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

5. Section 8 of the Master Agreement will be amended to add the following language:

In addition to reporting requirements already stated in Section 8, Beneficiary will be required to submit an employee agreement letter signed by an authorized representative of the district and official verification of student enrollment from the RTI provider to IWD each semester. Employee verification must be submitted on district letterhead stating, at minimum, the: name of the apprentice, position title, full time or part time employment status, dates of employment, and rate of pay. Official verification of student enrollment must be submitted on official RTI provider letterhead stating, at minimum, the: name of the apprentice, name of the district, number of credits the apprentice completed within the reporting time period, and name of the degree and endorsements being pursued by each apprentice. IWD may request additional information for apprentice verification from either the district or the RTI provider. Beneficiary will comply with any monitoring requests, including onsite visits, from IWD or the Office of Apprenticeship until the Iowa Office of Apprenticeship begins operation.

6. Section 16(a) of the Master Agreement will be amended as follows:

The Beneficiary shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders. The Beneficiary declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Beneficiary further understands that SLFRF requires specific reporting and performance guidelines, including the SLFRF Final Rule which can be found at (31 CFR 35) which can be located at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> and <https://www.federalregister.gov/documents/2022/01/27/2022-00292/coronavirus-state-and-local-fiscal-recovery-funds/>.

a) Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, ~~and Audit Requirements~~ for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be

otherwise provided by Treasury. ~~Subpart F—Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.~~

~~ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.~~

~~iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.~~

~~iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.~~

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. The following new section 40, APPEAL OF AN AWARD DETERMINATION, will be added to the Master Agreement:

Beneficiary will have thirty (30) calendar days from the date of the Award Determination Letter to appeal the unvalidated or overpayment amount stated in IWD's determination letter. Beneficiary shall submit a written request for appeal of IWD's decision to the Grant Administrator within the 30-day time period. The request for appeal should include the stated variance, the requested amount, the specific item for review and the rationale. Once an appeal is received, IWD will review the request for appeal and any additional documentation and issue a final decision.

8. Sections 2 and 4 of the "Award Information" section in the Notice of Funding Opportunity (NOFO), shall be amended by removing annual funding maximums related to wages and tuition. IWD is removing the annual tuition maximum stated in sections 2 and 4 of the "Award Information" section of the NOFO.

~~The Paraeducator Pathway has a maximum tuition allotment of \$21,000 per apprentice and the Teacher Pathway has a maximum tuition allotment of \$34,000 per apprentice.~~

9. Section 5 of Addendum #1, will be amended to remove the maximum tuition allotments specified by each apprentice program pathway.

~~IWD is removing all annual tuition maximum stated in sections 2 and 4 of the “Award Information” section of the Notice of Funding Opportunity (NOFO). The Paraeducator Pathway has a maximum tuition allotment of \$21,000 per apprentice and the Teacher Pathway has a maximum tuition allotment of \$34,000 per apprentice.~~

10. The NOFO under Award Information Part 2 and 4, will be amended to remove the annual wage maximum of \$6,500 per year and stated program maximums.

NOFO Award Information Part 2 will be amended as follows:

Funding will support:

- ~~• Tuition and fees at \$7,000 per year for up to three years at a community college.~~
- ~~• Tuition and fees at up to \$17,000 per year for up to two years at a public or private four-year college/university.~~
- ~~• Hourly rate of \$12 for high school aides while still in school and \$6.00 (0.5 of \$12/hour) for aides and paraeducators (Teacher Aide 1) model this sums to \$6,500 per year for three years, for a total of \$19,500. For the paraeducator (Teacher Aide 1) to teacher model, this sums to \$6,500 per year for two years, for a total of \$13,000.~~
- ~~• Administrative costs are limited to the agency’s current restricted indirect cost rate or 5% whichever is less.~~

NOFO Award Information Part 4 will be amended as follows:

Funding will support:

- ~~• Tuition and fees at \$7,000 per year for up to three years at a community college.~~
- ~~• Tuition and fees at up to \$17,000 per year for up to two years at a public or private four-year college/university.~~
- ~~• Hourly rate of \$12 for high school aides while still in school and \$6.00 (0.5 of \$12/hour) for aides and paraeducators (Teacher Aide 1) for up to 30 hours per week for 36 weeks. For the high school to paraeducator (Teacher Aide 1) model this sums to \$6,500 per year for three years, for a total of \$19,500. For the paraeducator (Teacher Aide 1) to Teacher model, this sums to \$6,500 per year for two years, for a total of \$13,000.~~
- ~~• The estimate scope of Registered Apprenticeship awards will be approximately 25-30 grants to districts for 100 anticipated Paraeducator (Teacher Aide 1) apprentices and approximately 20-25 grants to districts for 100 anticipated Teacher apprentices.~~

11. Section 4 of the Master Agreement will be amended as follows:

Payments are made on a reimbursement basis only. ~~All requests for payment shall be made quarterly using the standard Agency fund request form or a detailed invoices which contains the same information as the Agency fund request form. The Subrecipient shall submit no more than four requests for reimbursement per calendar year. The Subrecipient may submit fewer than four requests for reimbursement per calendar year.~~

To request a claim, the Beneficiary must submit a request utilizing the formal IWD request for funds document, along with the required supporting documentation for the previous period, on or before January 15 and July 15 each year of the award. Districts may be granted an extension to provide additional documentation requested by IWD. Any requests received after January 15 or July 15 of each period may not be considered eligible and cannot be claimed in future periods. Claims will only be approved for eligible apprentices registered with the district’s qualifying apprenticeship program.

Program Period	Request Due No Later Than
January 1- June 30	July 15
July 1 – December 31	January 15

All other terms of the original Agreement remain in full force and effect.

The parties hereto, by their signatures below, enter into this Addendum as set forth above.

IOWA WORKFORCE DEVELOPMENT:

Beth Townsend, Executive Director

Date

LINN-MAR COMMUNITY SCHOOL DISTRICT:

Signature

Date

Barry Buchholz, Board President
Title

Epic Event Center, Inc. Premises Rental Agreement - Non-Wedding Events

This agreement made and entered into this 16th day of May, 2024 by and between **Epic Event Center, Inc.** hereinafter referred to as Epic Event Center and Linn-Mar High School (represented by Nicole Kuennen), hereinafter referred to as client. Epic Event Center and client agree as follows:

1. **TERMS:** In consideration of this mutual agreement, Epic Event Center will provide the site and services for this event, which are located at Epic Event Center, 2987 Epic Drive, Marion, IA 52302 (hereinafter referred to as the "Premises"). Such services ("Services") as listed below will be provided at the Premises according to the following time schedule (which includes set-up and breakdown):

Client Name: Linn-Mar High School (represented by Nicole Kuennen)

Event Date: 05/17/25 Estimated Attendance: 600

Availability: Clients may have access to the premises as agreed upon by Epic Event Center Management. There is a \$100 per hour fee for any additional time outside contract hours unless approved in advance by Epic Event Center Management. No access will be allowed in the bar, bride/groom suites, or the employee back room space for personal use or storage. No exceptions will be made.

**Additional time outside of the event date is charged at \$250.00 per 2 hour increments any day prior to the event unless the event space is reserved. No discount will be given for less than a full 2 hour increment. Epic Event Center will notify the client if the space has been reserved 30 days prior to the clients event.

Initial: _____

2. **FEES TO BE PAID TO Epic Event Center ARE AS FOLLOWS:**

Rental Fee for Venue: **\$4,750**

Damage Deposit: See item #10

Total: \$4,750

\$4,750 due upon signing of contract to hold your selected date.

****Payment to be made to Epic Event Center via Check, Cash, or Money Order. The premises will not be held without a signed contract and down payment.**

Initial: _____

3. **CANCELLATION BY CLIENT:** If your event is postponed and rescheduled, the balance of the full payment is due at that time. We will allow a one time reschedule to an available date upon mutual agreement. If the event is canceled LESS THAN one hundred twenty (120) days prior to the original date of your event, 100% of total fees paid shall be retained by Epic Event Center as liquidated damages. Events canceled MORE THAN one hundred twenty (120) days prior to the original date of the event will be charged a total of 50% of total fees. Any event canceled after being rescheduled full payment will be retained by Epic Event Center as liquidated damages.

I understand that any deposits are non-refundable.

Initial: _____

4. **CATERING AND CONCESSION:** Client may hire a licensed and fully insured service caterer. Caterer must meet with Epic Event's staff prior to working at Epic Event Center. Caterer must carry insurance and proof of insurance to be provided to Epic Event Center. Epic Event Center staff is not able to accept any vendor deliveries prior to or the day of the event.

Initial: _____

5. **RESPONSIBILITY FOR ATTRACTION/ARTIST FEES:** It is agreed that the client is responsible for all fees of any performers/attractions/vendors that appear as part of their Event including vendors providing services on behalf of the client.

Initial: _____

6. **FLAMMABLE MATERIALS:** Client agrees that it will not stage any event in which gas, gasoline, fire, flames, flammable or combustible materials are involved. No lighted candles are allowed unless they are classified as a floating candle and are secured in a vase or non-flammable cylinder.

Initial: _____

7. **CAPACITY:** Epic Event Center will determine the capacity of the premises based on chair and table set-up and will not permit a larger number than can be legally seated. Such determination shall be the sole and final decision as to the capacity of the premises. The maximum capacity of the Premises subject to the Lease Agreement is 450 people.

Initial: _____

8. **SMOKING:** Pursuant to Iowa Smoke-free Air Act, Epic Event Center has adopted the following policy: Smoking, vaping and E-cigarettes are prohibited inside the Venue and on the fenced in patio area. Outside smoking is allowed only in designated areas and discarded cigarettes are to be placed in provided cigarette receptacles.

Initial: _____

9. **MEDICAL EMERGENCIES:** If there is a medical emergency related to any person associated with your event, it is NOT the responsibility of Epic Event Center staff to administer medical assistance or to contact medical help.

Initial: _____

10. **CARE OF PREMISES/FURNITURE/PERMANENT DECOR:** Neither client nor its guests will cause damage to the Premises or any Event Center properties, or permit anything to be done whereby the Premises will be in any manner injured, marred or defaced. Clients will not make or allow any kind of alterations to the Premises. Artwork, sculptures, and furniture that is not part of the furniture rental package, plants, and appliances, may only be moved by Epic Event Center Staff. No portion of the sidewalk, entries, passages, fire exits or stairways may be obstructed by clients, their guests or representatives, or used for any other purpose other than ingress or egress from the Premises. Clients will not be allowed to move property of Epic Event Center without the permission of Management. Damage to or theft of furniture as a result of your event or caused by the catering staff hired for your event is the responsibility of Client. Premises will be returned in the same condition as when first occupied. Client agrees to reimburse Epic Event Center for the cost of repair or replacement of any damaged or missing furniture/linens including any costs to repair/replace expenses accrued and will be charged to the credit card on file. If prior arrangements are made, the client may request a pre-event walk-through with the Epic Event Center Staff Management. A credit card number will be kept on file to cover damages or loss fees incurred by the event. The Premises shall be inspected and a charge will be determined within 24 hours of your event ending time and a receipt will be emailed/mailed to you. If no damages occur, no charges will be made. Damage charge will be incurred for any of the following but are not limited to:

Excessive cleaning (bodily fluids, decorations, excessive food stains, excessive spills)

Excessive cleaning in catering kitchen or loss/damage to Epic Event Center kitchen utensil and property in kitchen

Damage/stains to furniture

Damage/stains to tables, chairs, linens, curtains/blinds owned by Epic Event Center

Damage to buildings/fixtures indoors/outdoors including damage to walls and floors. Nothing must be allowed to drag across surfaces.

Damage to lawn, landscaping, parking areas and any area of property associated with Epic Event Center.

Property of Epic Event Center located on the Premises will be inventoried. Any missing items will be charged.

Initial: _____

11. **CONTROL OF FACILITY/SECURITY:** Nothing in this agreement shall be construed to entitle the client to any right of possession or control of the Premises. It is agreed that Epic Event Center reserves the right to possess and manage the entire Premises and to enforce all necessary rules for the management of the Premises. Epic Event Center shall in its sole discretion determine the number of staff necessary to maintain order and provide protection of persons and property on the Premises. Epic Event Center reserves the right of final approval of all security personnel. All security personnel shall report to and receive direction from Epic Event Center management. Epic Event Center reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable person(s) from the Premises during any activity in progress where it is deemed necessary for the safety of the general public or the Premises. Client shall be solely responsible to maintain an orderly event. Epic Event Center reserves the right to require special security measures when warranted. Any security personnel will be hired by Epic Event Center prior to the event. All cost and expenses of security measures shall be paid by the client to Epic Event Center. Absolutely no drugs, weapons or alcohol shall be brought onsite by client or client's guests. If at any time there is violence or potential law breaking activity associated with your event, Epic Event Center staff reserves the right to contact local law enforcement and file a report. If law enforcement is contacted at any time either by Epic Event Center staff or a member of your event due to the above mentioned, the event may be discontinued and all parties may be asked to leave the venue immediately. No refund will be given in any capacity.

Initial: _____

12. **ALCOHOL:** Clients must comply with all applicable State and Federal liquor laws when alcoholic beverages are served. No alcoholic beverages may be served to **ANYONE** under the age of 21 at **ANY TIME**. If anyone under the age of 21 is found to be consuming alcoholic beverages, Epic Event Center reserves the right to immediately terminate the event without refund of any fees paid for event rental. Epic Event Center reserves the right to eject anyone violating any State or Federal law. Client also agrees that Epic Event Center is not responsible for any financial consequence of terminating an event for underage alcohol consumption. Epic Event Center management will have sole discretion on determining any infractions of this contract. At all functions where alcohol is served, alcohol shall never be available at any time on a 'self-serve' basis. Only Epic Event Center staff may serve alcoholic beverages. All alcohol sales will end thirty (30) minutes prior to the end of the event. Beverages may only be served in and must remain inside the facility, or in the fenced in patio area – no alcohol is permitted outside of the front of the building, including the parking lot and personal vehicles. Epic Event Center reserves the right to terminate the service of alcohol at any time during the event. The building Manager will have the right to terminate the event if there is a breach of liquor policy. If any guest appears to be intoxicated, Epic Event Center reserves the right to cease further liquor service to that guest. If any minors are caught drinking, both the parents and the minor(s) involved will be asked to leave the premises immediately. All guests must have a valid ID if planning to consume alcoholic beverages. Any guest not in possession of a valid ID will not be served alcoholic beverages. **Absolutely no coolers will be allowed in the Premises – we reserve the right to charge the credit card on file \$500 if outside alcohol is brought into the facility.**

Initial: _____

13. **PROPERTY:** Epic Event Center is not in any way responsible for lost or stolen property. Epic Event Center shall have the right to collect all articles left on premises by persons attending the event. Any property left on the premises by the client or any of its agents or guests after a period of seventy-two (72) hours from the end of the event will be deemed abandoned and property of Epic Event Center.

Initial: _____

14. **CLIENT DECORATIONS:** All decorations must be removed from the Premises promptly upon termination of the event. Bubbles, rice, bird seed, glitter, potpourri and confetti cannot be thrown inside or outside the facility. Tacks, staples, tape, pins, nails or any adhesive materials shall not be used on any wall, ceiling, table, chair or other property of the Hall and/or Gazebo. Nothing shall be attached to the ceiling, obstruct or attach to the sprinkler system, or be placed in the windowsills. Only free standing decorations are allowed. No lighted candles are allowed. All decorations must comply with the applicable fire code and any other laws or regulations.

Initial: _____

15. **DELIVERIES:** Epic Event Center will not accept deliveries prior to, or the day of the event. Vendors are to come through the east main door to check in and set up their equipment.

Initial: _____

16. **NON-ASSIGNMENT:** Client will not transfer this agreement or any portion thereof. Client is not an agent, partner, joint venture or employee of Epic Event Center.

Initial: _____

17. LIMITATION OF LIABILITY:

a. In no event shall either Party be liable to the other for any indirect, special, incidental, or consequential damages for any reason whatsoever.

b. In all events, the maximum potential liability of Epic Event Center and the Client's sole and exclusive remedy for any claim whatsoever related to the event, including but not limited to claims based on contract, negligence or strict liability in tort, that arises out of or in connection with this agreement and the services provided hereunder by Epic Event Center shall be limited to proven direct damages caused by Epic Event Center's sole negligence in an amount not to exceed the amount paid to Epic Event Center by client.

MUTUAL INDEMNIFICATION: Each Party to this Agreement agrees that it shall indemnify and hold harmless the other Party, and its affiliates, employees and guests against all actions, claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorney fees, to the extent resulting out of an actual or alleged injury to a person or to property as a result of the negligence, willful misconduct or deliberate ignorance of the indemnifying Party in connection with that Party's obligations under this Agreement, except to the extent any such action, claim, demand, liability, losses, damages, cost or expense was caused by the negligence or willful misconduct of or the breach of obligations of this Agreement by the party claiming indemnification hereunder.

DISPUTE RESOLUTION: The Parties will make good-faith efforts to resolve any dispute between the Parties. If the dispute is not resolved within ten (10) business days after such written notice, or a longer period as agreed to in writing by the Parties, either party may pursue further legal action.

Initial: _____

18. FORCE MAJEURE: Epic Event Center shall not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, pandemics, earthquakes, blizzards, power outages, or strikes (each a "*Force Majeure Event*") provided that Epic Event Center gives prompt written notice to Client of such Force Majeure Event. In the event such a Force Majeure causes a cancellation of the scheduled event, Epic Event Center shall work with the client to reschedule the event. If the Force Majeure causes a disruption to an in-progress event, Epic Event Center will not be liable or responsible for any failure to perform due to causes beyond their control and will retain and collect all previous and in event fees/payments. Under such circumstances that cause cancellation of the event, the Client may terminate this agreement by providing written notice to Epic Event Center within 30 days of such an event and Epic Event Center will retain the initial rental deposit. If there is any disruption or cancellation of an in-process event due to Force Majeure, Epic Event Center will retain and collect all previous and in event fees and payments.

Initial: _____

19. GOVERNING LAW, EXCLUSIVE VENUE AND JURISDICTION: The laws of the State of Iowa shall govern this Agreement, without regard to conflict of law principles. Each party consents to the personal and exclusive venue and jurisdiction in the state and federal courts of the State of Iowa located in Cedar Rapids, Iowa.

Initial: _____

20. SPECIFIC OBLIGATIONS:

- A. The Epic Event Center shall:
 - Provide and set up tables and chairs; (table linens available at an add'l cost) as confirmed 14 days prior to event. No layout changes will be accepted after that point.
 - Constantly monitor for any outside alcohol being consumed on or brought into the premises for staff, client and guest safety. Epic Event Center reserves the right to charge the client for outside alcohol in the possession of or consumed by guests.
 - Provide security as needed per Epic Event Center Management discretion at client's cost.
- B. The Epic Event Center shall not:
 - Provide serving dishes, serving utensils, baskets, utensils, water glasses for the tables, napkins, additional furniture, table skirts/linens or any items not identified as provided by Epic Event Center.
 - Provide or set up chairs for outdoor use unless rented from Epic Event Center.
 - Provide additional time outside of contracted hours unless agreed upon by Epic Event Center Management and the client (add'l charges apply)
 - Secure or be responsible for any vendors retained by the client
- C. The client shall:
 - Settle and pay bar/day of event charges promptly at the conclusion of the event.
 - Defer to and abide by Epic Event Center regulations, policies and decisions prior to and during an event as outlined in this contract and as posted on the premises.
 - Make all required payments on time.
 - Contact Epic Event Center with any changes or updates to the event at least 14 days prior.

Initial:_____ **Epic Management initial:**_____

21. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties and any modification or changes shall be made only in writing and signed by both parties. Both parties of this agreement represent that the persons executing this document are fully authorized to enter into this Agreement. All terms and conditions of this document shall be binding upon the parties, their heirs, representatives and assignees.

Initial:_____

Responsible parties: (print) _____

Responsible Party Signature: _____

Address: _____

Phone: _____

E-mail Address: _____

I agree that I have initialed and signed for all participants and that the contract is binding in its entirety for all parties involved.

Signature: _____ Date: _____

Name on Card: _____

Credit Card # _____ Exp Date: _____

CVV Code: _____

The following are included in your rental fee:

- Tables and chairs (including their set up).
- Designated Event Center Management/Event Coordinators.

**Clients/Vendors will not be allowed to supply/serve alcoholic beverages.

**Any items deemed unsafe by Epic Event Center Management will not be allowed on the premises unless discussed with and agreed upon by Epic Event Center Management prior to the event.

**All intended vendors must be discussed with and approved by Epic Event Center Management prior to the event.

**If any personal property of Epic Event Center is missing/stolen or damaged there will be an automatic charge of the credit card on file per the discretion of the cost to Epic Event Center unless returned within 7 days..

Late Fees to be assessed at 15 days, 30 days and 45 days. If payment is not received by day 45, Epic Event Center has the right to cancel the event date and retain all previous payments. Late fee to be charged at \$100 per late notice

Initial: _____

Black or white floor length linen and linen toppers can be rented from Epic Event Center at \$10.00 per table plus sales tax.

Additional amenity rental rates:

- \$3/chair - outdoor white garden chairs, including set up and take down
- \$1/guest - charger bussing and consolidation for client retrieval
- \$1/guest - linen napkin bussing and consolidation for client retrieval
- \$500 - stage backdrop
- \$250 - bluetooth ring light photo booth
- \$250 for 2 or \$150 for 1 - cold spark machine
- \$150 - LOVE lighted sign
- \$75 per fire pit table and four chairs set
- \$100 - mobile projector and screen
- \$50 - podium

Any client requested changes to the event space up to 10 days prior to your event will be assessed an additional charge and is at the discretion of Epic Event Center Management.

APPROVED ACCESS HOURS AND TERMS FOR DATE OF EVENT: 8:00AM - 10:30AM, 7:00PM-10:30PM.
Bar closed. All activities will end no later than 10:00PM.

Client: _____ Date: _____

Barry Buchholz, Board President

Epic Event Center Management: _____ Date: _____



PREPARED FOR

Linn-Mar School District ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

March 11, 2024



Q-400333

March 11, 2024
Linn-Mar School District

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Linn-Mar School District:

Subscription Term: 36 months (07/01/2024 - 06/30/2027)

Cloud Services			
Item	Start Date	End Date	Investment
InventoryDirect	7/1/2024	6/30/2025	\$3,468.60
Annual Renewal:			\$3,468.60 USD

*Your AEA Purchasing discount has been applied.



Cloud Services Subscription		
Item	Investment Year 2 Start Date: 07/01/2025	Investment Year 3 Start Date: 07/01/2026
InventoryDirect	3,468.60 USD	3,468.60 USD
Total:	3,468.60 USD	3,468.60 USD



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-400333 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-400333

March 11, 2024, 3:23:46 PM

Accepted by:

Barry Buchholz

Printed Name

Signed Name

School Board President

Title

Date



PREPARED FOR

Linn-Mar School District ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

March 11, 2024



Q-400329

March 11, 2024
Linn-Mar School District

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Linn-Mar School District:

Subscription Term: 36 months (07/01/2024 - 06/30/2027)

Cloud Services			
Item	Start Date	End Date	Investment
MaintenanceEssentials Pro	7/1/2024	6/30/2025	\$8,263.05
MySchoolDude	7/1/2024	6/30/2025	\$0.00
PMDirect	7/1/2024	6/30/2025	\$0.00
MaintenanceDirect	7/1/2024	6/30/2025	\$0.00
Annual Renewal:			\$8,263.05 USD

*Your AEA Purchasing discount has been applied.



Cloud Services Subscription		
Item	Investment Year 2 Start Date: 07/01/2025	Investment Year 3 Start Date: 07/01/2026
MaintenanceEssentials Pro	8,263.05 USD	8,263.05 USD
MySchoolDude		
PMDirect		
MaintenanceDirect		
Total:	8,263.05 USD	8,263.05 USD



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.

- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.

- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-400329 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-400329

March 11, 2024, 11:16:49 AM

Accepted by:

Barry Buchholz

Printed Name

Signed Name

School Board President

Title

Date


AIA® Document A101® – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Tenth day of May in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Linn-Mar Community School District
2999 North Tenth Street
Marion, Iowa 52302

and the Contractor:

(Name, legal status, address and other information)

Unzeitag Construction
1619 F Avenue NE
Cedar Rapids, Iowa 52402

for the following Project:

(Name, location and detailed description)

Linn-Mar CSD HS Extension Renovation
2999 North Tenth Street
Marion, Iowa 52302
Within the existing Learning Resource Center to support the Atlas, Compass, and Venture programs, as well as serving some core high school classes.
OPN Project Number: 23279000

The Architect:

(Name, legal status, address and other information)

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Phase 1: August 1, 2024
Phase 2: August 19, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million Eighty-Five Thousand Dollars** (\$ 1,085,000.00), subject to additions and deductions as provided in the Contract Documents.

(Paragraph deleted)

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

:
(Identify each allowance.)

Item	Price
------	-------

§
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

(Insert terms and conditions for liquidated damages, if any.)

(Paragraphs deleted)

§ :

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 10 days following the next board meeting. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner following the next month's board meeting.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5%) percent from each Application for Payment

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Per Article 9 Sub-paragraph 9.8.7 of the AIA Document A201-2019 Supplementary Conditions

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

% Percentage is to be per Chapter 74A of the Iowa Code

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

Per Article 15 Claims and Disputes of AIA Document A201-2017 and Supplementary Conditions of the A201-2017

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Linn-Mar Community School District
Amy Kortemeyer, Superintendent of Schools
Jon Galbraith, Chief Financial and Operating Officer
2999 North Tenth Street
Marion, Iowa 52302

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Unzeitag Construction
James Unzeitag
1619 F Avenue NE
Cedar Rapids, Iowa 52402

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
Project Manual	List of Drawings Attached Exhibit B	April 11, 2024

- .6 Specifications

Section	Title	Date	Pages
Project Manual	Table of Contents Attached Exhibit C	April 9, 2024	

- .7 Addenda, if any:

Number	Date	Pages
Addendum 01	April 24, 2024	10 typed pages, 0 specification section pages, 12 drawing sheets

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title Date Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual	Supplementary Conditions Section 00 73 00		37

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Barry Buchholz, Board President
(Printed name and title)



CONTRACTOR *(Signature)*

James Unzeitag, President
(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:17:08 ET on 05/16/2024.

PAGE 1

AGREEMENT made as of the Tenth day of May in the year Two Thousand Twenty-Four

...

Linn-Mar Community School District
2999 North Tenth Street
Marion, Iowa 52302

...

Unzeitag Construction
1619 F Avenue NE
Cedar Rapids, Iowa 52402

...

Linn-Mar CSD HS Extension Renovation
2999 North Tenth Street
Marion, Iowa 52302

Within the existing Learning Resource Center to support the Atlas, Compass, and Venture programs, as well as serving some core high school classes.
OPN Project Number: 23279000

...

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

PAGE 2

A date set forth in a notice to proceed issued by the Owner.
PAGE 3

By the following date: Phase 1: August 1, 2024
Phase 2: August 19, 2024

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million Eighty-Five Thousand Dollars** (\$ 1,085,000.00), subject to additions and deductions as provided in the Contract Documents.

~~§ 4.2 Alternates~~

...

~~§ :~~
~~(Identify each allowance.)~~

<u>Item</u>	<u>Price</u>
-------------	--------------

~~§ :~~
~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
-------------	------------------------------	--------------------------------

~~(Insert terms and conditions for liquidated damages, if any.)~~

~~§ 4.3 Allowances, if any, included in the Contract Sum:~~
~~(Identify each allowance.)~~

~~§ :~~
~~(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)~~

<u>Item</u>	<u>Price</u>
-------------	--------------

~~§ 4.4 Unit prices, if any:~~
~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
-------------	------------------------------	--------------------------------

~~§ 4.5 Liquidated damages, if any:~~
~~(Insert terms and conditions for liquidated damages, if any.)~~

~~§ 4.6 Other:~~
~~(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)~~

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month, 10 days following the next board meeting.~~ If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner ~~not later than () days after the Architect receives the Application for Payment following the next month's board meeting.~~

PAGE 5

Five (5%) percent from each Application for Payment

...

N/A

...

Per Article 9 Sub-paragraph 9.8.7 of the AIA Document A201-2019 Supplementary Conditions

...

N/A

...

% Percentage is to be per Chapter 74A of the Iowa Code

PAGE 6

[] Other (*Specify*)

Per Article 15 Claims and Disputes of AIA Document A201-2017 and Supplementary Conditions of the A201-2017

...

N/A

...

Linn-Mar Community School District
Amy Kortemeyer, Superintendent of Schools
Jon Galbraith, Chief Financial and Operating Officer
2999 North Tenth Street
Marion, Iowa 52302

...

Unzeitag Construction
James Unzeitag
1619 F Avenue NE
Cedar Rapids, Iowa 52402
PAGE 7

~~§ 8.6~~ Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

~~§ 8.7~~ Other provisions:

...

~~4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this Agreement.)

...

<u>Project Manual</u>	<u>List of Drawings</u> <u>Attached Exhibit B</u>	<u>April 11, 2024</u>
-----------------------	--	-----------------------

...

<u>Project Manual</u>	<u>Table of Contents</u> <u>Attached Exhibit C</u>	<u>April 9, 2024</u>
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...

<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>Addendum 01</u>	<u>April 24, 2024</u>	<u>10 typed pages, 0 specification section pages, 12 drawing sheets</u>

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[] Supplementary and other Conditions of the Contract:

...

<u>Project Manual</u>	<u>Supplementary</u> <u>Conditions Section 00 73</u> <u>00</u>	<u>37</u>
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~~9~~ Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

...

Barry Buchholz, Board President

James Unzeitag, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:17:08 ET on 05/16/2024 under Order No. 4104250744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT B

LINN-MAR HS EXTENSION RENOVATION
MARION, IOWA

PROJECT NO. 23279000

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LINN-MAR HS EXTENSION RENOVATION
MARION, IA

EXHIBIT C

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Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with **Braxton Carr**, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Show Choir Choreography and Clinics_____
2. **GROUP/DEPARTMENT WORKING WITH:** 10th Street Edition_____
3. **AMOUNT OF PAYMENT:** 5000_____

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on **3/1/2025**, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on 08/01/2024 and shall continue in effect until 03/01/2025 unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 24th day of April, 2024

Independent Contractor Signature:



Linn-Mar CSD Representative Signature:

Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____	
Business Office: 6.3.24	Date: <u>CA</u> Initial	Board Meeting: _____ Date

Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with **Allen Chapman**, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** All State Rehearsal and Clinic_____
2. **GROUP/DEPARTMENT WORKING WITH:** All State Chorus_____
3. **AMOUNT OF PAYMENT:** 1500_____

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on **12/1/2024**, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on 08/01/2024 and shall continue in effect until 12/01/2024 unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 24th day of April, 2024

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:



Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____	
Business Office: 6.3.24	Date: _____	Initial: CA
	Board Meeting: _____	Date: _____



Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Anna Hilty, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Choreography
2. **GROUP/DEPARTMENT WORKING WITH:** Dance Team - Varsity
3. **AMOUNT OF PAYMENT:** \$5,948.84

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on 8/1/24, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on 6/11, 2024 and shall continue in effect until 8/1, 2024, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 21st day of May, 2024.

Independent Contractor Signature:



Title: Anna Hilty Choreography

Linn-Mar CSD Representative Signature:

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: <u>5.24.24</u> Date <u>CA</u> Initial	Board Meeting: _____ Date



Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with **April James**, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Show Choir Choreography and Clinics_____
2. **GROUP/DEPARTMENT WORKING WITH:** 10th Street Edition_____
3. **AMOUNT OF PAYMENT:** 7500_____

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on **3/1/2025**, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on **08/01/2024** and shall continue in effect until **03/01/2025** unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this **24th day of April, 2024**

Independent Contractor Signature:



Linn-Mar CSD Representative Signature:

Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____	
Business Office: <u>6.3.24</u>	Date: <u>CAA</u>	Initial: _____
	Board Meeting: _____	Date: _____

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Tom Mackey, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Frontline Instructor
2. **GROUP/DEPARTMENT WORKING WITH:** High School Marching Band
3. **AMOUNT OF PAYMENT:** \$360

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on August 8, 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on August 5, 20²⁴ and shall continue in effect until August 8, 20²⁴, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 30th day of MAY, 20 24.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:

Tom M. [Signature]

[Signature]

Title: MARCHING BAND FRONT LINE INSTRUCTOR

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: <u>6.3.24</u> Date <u>CAA</u> Initial	Board Meeting: _____ Date

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Jennifer Petsche _____, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Choreographer Asst.
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Show Choir - Hi-Style
3. **AMOUNT OF PAYMENT:** \$2,000.00

of invoice from the IC upon completion of all services on 4/1/2025, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on 08/29, 2024 and shall continue in effect until 04/01, 2025, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 28 day of May, 2024.

Independent Contractor Signature:

Jennifer Petrusek

Title: Choreographer

Linn-Mar CSD Representative Signature:

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: <u>6.3.24</u> Date <u>CA</u> Initial	Board Meeting: _____ Date

Independent Contractor Agreement

Please provide all information requested and sign page two

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with **Alexis Robson**, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Audition Choreography, Teaching Session, and Judging
2. **GROUP/DEPARTMENT WORKING WITH:** All Show Choir
3. **AMOUNT OF PAYMENT:** 2400

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on **5/23/2024**, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on **May 20th, 2024** and shall continue in effect until **May 23rd, 2024** unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this **24th Day of April 2023** .

Independent Contractor Signature:

Leri Robson

Linn-Mar CSD Representative Signature:

Title: School Board President

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

Business Office: 5/30/24 Date *CA* Initial

Board Meeting: 6/10/24 Date

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Lexi Robson, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Choreographer
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Show Choir - Hi-Style
3. **AMOUNT OF PAYMENT:** \$8,000.00

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on 4/1/2025, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on 08/29, 20 24 and shall continue in effect until 04/01, 20 25, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated th is 28 day of May, 20 24.

Independent Contractor Signature:

Deaf Robinson

Title: Choreographer

Linn-Mar CSD Representative Signature:

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: <u>6.3.24</u> Date <u>CA</u> Initial	Board Meeting: _____ Date



Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with **Alexis Robson**, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** **Show Choir Choreography and Clinics**_____
2. **GROUP/DEPARTMENT WORKING WITH:** **10th Street Edition**_____
3. **AMOUNT OF PAYMENT:** **8000**_____

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on **3/1/2025**, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on **08/01/2024** and shall continue in effect until **03/01/2025** unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this **24th day of April, 2024**

Independent Contractor Signature:

Lexi Robson

Linn-Mar CSD Representative Signature:

Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____
Business Office: 6.3.24	Date: <i>CA</i> Initial: _____ Board Meeting: _____ Date: _____

Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with **Carol Tralau**, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** All State Rehearsal and Clinic_____
2. **GROUP/DEPARTMENT WORKING WITH:** All State Chorus_____
3. **AMOUNT OF PAYMENT:** 1500_____

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on **12/1/2024**, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

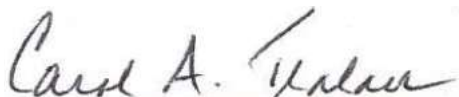
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement.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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on 08/01/2024 and shall continue in effect until 12/01/2024 unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 24th day of April, 2024

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:



Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____	
Business Office: 6.3.24	Date: <u>CA</u> Initial	Board Meeting: _____ Date



Independent Contractor Agreement

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with **Heath Weber**, Independent Contractor ("IC"), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** **Team Building and Bonding**_____
2. **GROUP/DEPARTMENT WORKING WITH:** **10th Street Edition**_____
3. **AMOUNT OF PAYMENT:** **1500**_____

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on **3/1/2025**, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on **08/01/2024** and shall continue in effect until **03/01/2025** unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this **24th day of April, 2024**


Independent Contractor Signature:



Linn-Mar CSD Representative Signature:

Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____	
Business Office: 6.3.24 _____ Date	 _____ Initial	Board Meeting: _____ Date



Proposed by:

CapSan - Cedar Rapids
 5005 Blairs Forest Lane NE, Suite H
 Cedar Rapids, IA 52402
 Tel: 319-294-0011

Client:



LINN-MAR CSD/62ND STREET
 490 - 62ND STREET
 (ACROSS FROM WALMART)
 MARION, IA 52302

Job:

Exhibit 804.20

Quote

QE03530
 05/21/24

Item	Qty	Description	Net	Total
	1 EA	AS710R 28" RIDER SCRUBBER W/AGM BATT.,ONBOARD CHARGER VIM50000318	11087.2737	\$11,087.27
	3 EA	AS5160T 20" 16 GALLON, TRACTION DRIVE, PAD DRIVER, 140 AH AGM BATTERIES ADM56384815	4088.1579	\$12,264.47
	1 EA	AS5160TO 20", ORBITAL, 16-GAL, TD, 140 AH AGM BATT, OBC VIM56394139	5229.2105	\$5,229.21

Acceptance: _____

Printed Name: Barry Buchholz, Board President

Date: _____

Merchandise	\$28,580.95
Misc Charge	\$0.00
Freight	
Tax	\$0.00
Total	\$28,580.95



THIS AGREEMENT, made and entered this 10th day of June, 2024, by and between the **CITY OF MARION**, a municipal corporation of the State of Iowa, hereinafter referred to as "City," and Linn-Mar Community School District hereinafter referred to as "Linn-Mar" for services hereinafter described. Together the City and the Linn-Mar shall collectively be referred to as "the parties" or singularly as "party"

WHEREAS, Linn-Mar will be undergoing construction on their facility where they hold their regular school board meetings; and

WHEREAS, the facility will be unavailable as a meeting location for several of the School Board meetings in 2024; and

WHEREAS, the City has agreed to allow the Linn-Mar School Board to host it's regular meetings at City Hall as follows:

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Meeting Dates: The City agrees that the Linn-Mar School Board may host its regular meetings in the City Hall Council Chambers on the following dates:
 - a. June 10, 2024
 - b. July 8, 2024
 - c. August 12, 2024
 - d. August 26, 2024
 - e. September 9, 2024
 - f. September 23, 2024
 - g. October 14, 2024 (If needed)
 - h. October 28, 2024 (If needed)

The parties may agree to additional dates and times that do not conflict with City meetings and events.

2. Duties of the City: The City agrees to perform the following duties:

- a. Make the Council Chambers available to Linn-Mar and the general public on the above dates for the duration of the Linn-Mar School Board meetings
- b. Ensure that there is access to public restrooms
- c. Work with Linn-Mar's IT department to ensure that the facilities are ready to accommodate Linn-Mar's technology needs

3. Duties of Linn-Mar:

- a. Linn-Mar shall follow all relevant policies of the City during such times as they are using the Council Chambers
- b. Ensure that Linn-Mar has proper insurance coverage for the use of the City's facilities.
- c. Ensure that the Council Chambers and City Hall Lobby are left in the same condition as they are at the start of any School Board meetings

4. Indemnification and Hold Harmless: The Parties each agree to indemnify and hold harmless the other party and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising out of negligent or intentional act or error or omission of said indemnifying party, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that the indemnifying party shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the indemnified party or any of its officers, agents or employees.

5. The contact person for each party shall be:

a. For the City:

Ryan Waller, City Manager
1225 6th Ave
Marion, IA 52302
rwaller@cityofmarion.org
319-743-6301

b. Linn-Mar:

Amy Kortemeyer, Superintendent
3920 35th Avenue
Marion, IA 52302
amy.kortemeyer@linnmar.k12.ia.us
319-447-3001

6. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
8. Non-Discrimination: The service provider contractually agrees to administer all functions pursuant to this Agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Governing Law and Jurisdiction: The parties agree that this Agreement is governed by the laws of the State of Iowa, and the 6th Judicial District in the State of Iowa shall have exclusive jurisdiction over any claim or claims arising out of or related to this Agreement.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the City and the Service Provider.
11. Severability: The parties intend and agree that if any provision of this Agreement or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.
12. Assignment: This Agreement shall not be assigned without the prior written consent of the parties.
13. Entire Agreement: This Agreement shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Agreement.
14. Term: This Contract, unless amended as provided herein, shall be in effect until November 1, 2024.
15. Waiver: Waiver of any provision of this agreement shall neither be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect, nor shall any waiver be deemed to constitute a waiver of any other provision, whether or not similar.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the day and year first written above.

CITY OF MARION

By: _____
Ryan Waller, City Manager

Attest: _____
Rachel Bolender, City Clerk

LINN-MAR COMMUNITY SCHOOL DISTRICT

By: _____
Amy Kortemeyer, Superintendent

By: _____
Barry Buchholz, Board President

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into as of the 10th day of June 2024, by and between Empowered Properties, LLC, an Iowa limited liability company (the "Landlord"), and Linn-Mar Community School District, an Iowa school district (the "Tenant").

WHEREAS, Landlord and Tenant are parties to the Lease dated April 8, 2019, covering approximately 3,430 rentable square feet of building space located at 7085 C Avenue NE, Units A-5 and A-6, Cedar Rapids, Iowa 52406 (the "Lease"); and

WHEREAS, the Initial term of the Lease expires on June 30, 2024, and whereas Tenant desires to exercise its option to extend the term of the Lease for the First Extension Term.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Tenant hereby exercises its option to extend the term of the Lease for the First Extension Term, commencing on July 1, 2024, and ending June 30, 2027.
2. Base annual rental for the First Extension Term shall be \$44,100.00 annually, payable at \$3,675.00 per month.
3. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LANDLORD:

EMPOWERED PROPERTIES, LLC

By: _____
Patrick Thomas, Manager

TENANT:

**LINN-MAR COMMUNITY SCHOOL
DISTRICT**

By: _____
Name: Barry Buchholz
Title: Board President
Date: _____

IASB MEMBER GALLAGHER SERVICES AGREEMENT | 2024

This Services Agreement (this “Agreement”) is made on this 10th day of June, 2024, by and between Gallagher Benefit Services, Inc., (“Gallagher”), and Linn-Mar CSD, (the “Client”). The Client and Gallagher agree as follows:

1. *Engagement*

The Client, as a member in good standing of the Iowa Association of School Boards (“IASB”), shall engage Gallagher to provide actuarial services as outlined in this Agreement. Gallagher’s status will be that of an independent contractor of the Client.

2. *Term and Termination*

The Effective Date of this Agreement is June 11, 2024. The term of Gallagher’s engagement under this Agreement will begin as of the Effective Date and will remain in effect until completion of the services set forth below. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination.

3. *Services & Compensation*

Scope of Services will include the following:

- a. Itemization of cost of benefits (total and per employee)
- b. Calculation of OPEB expenses on the accrual basis of accounting for implicit and explicit (as applicable) retiree subsidies
- c. Projection of future benefit payment costs
- d. Determination of the present value of projected benefit payments
- e. Calculation of the Total OPEB Liability for OPEB associated with past service costs
- f. Provide a future cash flow analysis for the Customer
- g. Provide an actuarial certification of liabilities in a valuation report suitable for use by the Customer’s auditor in preparation of its financial statements.

The standard fee for the initial valuation report will be \$6,800. This fee includes a standard GASB 74/75 valuation report, a conference call meeting with the Client before the work begins, and a conference call meeting to review the draft report. Additional consideration, to be billed only if requested by Customer, may include:

- a. Optional onsite meeting to present the final report: \$1,500
- b. Optional additional scenarios: \$750 per scenario.
- c. Optional off-year “roll-forward” report: \$2,000 per report.

Client agrees to remit payment to Gallagher within 30 days of receipt of invoice following receipt of the initial summary draft actuarial report. Additional services not listed in Section 3 will result in additional fees to be mutually agreed by the parties prior to commencement of the service(s). Any variation from the original fee estimate will be discussed with Client prior to commencing with the required work. Any compensation described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

4. *Client Obligations and Responsibilities*

To enable Gallagher to perform its obligations under this Agreement, Client shall at no charge to Gallagher:

(a) Make available, as reasonably requested by Gallagher, timely management decisions, complete and accurate documentation and information so that the Services contemplated by this Agreement may be accomplished.

(b) Furnish Gallagher with complete and accurate data information to complete the valuation as soon as reasonably possible.

(c) Exercise all discretionary authority and control over the management and disposition of Plan assets to the exclusion of Gallagher. Gallagher shall not exercise any authority or control with respect to the management or disposition of the assets of the Plan. Gallagher shall have no responsibility or liability with respect to any funding of Plan Benefits.

(d) Perform any other administrative functions not expressly assumed by Gallagher hereunder.

5. *Performance and Scope*

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher shall perform its duties, responsibilities and obligations in accordance with generally accepted industry standards and with the care, skill, prudence and diligence that a prudent benefits consultant or actuary acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Gallagher shall incur no liability resulting from Gallagher's reasonable reliance on such instructions or information.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

6. *Confidentiality*

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(c) Use of Names; Public Announcements. No party will use the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

7. *Indemnification*

In performing its obligations under this Agreement, Gallagher neither insures nor underwrites the liability of the Client's Plan. Except as otherwise provided in this Section 7, Gallagher shall have no duty or obligation to defend against any legal action or proceeding brought to recover a claim for Plan benefits or any causes of actions for expenses or liabilities incident to the Plan. Gallagher shall, however, make available to Client and its counsel, such evidence relevant or relates to such action or proceeding as Gallagher may have as a result of its services on behalf of Client. Gallagher shall promptly notify in writing Client or its designated legal counsel of any legal actions that involve the Plan or Client. Gallagher agrees to defend, indemnify and hold harmless Client for any and all claims, losses, damages, liabilities,

judgments, or settlements, including reasonable attorneys’ fees, costs and other expenses incurred by Client, as a result of a breach of this Agreement by Gallagher or any tortious, unlawful or unauthorized acts or omissions of Gallagher and not caused by an act or omission of Client.

8. Gallagher Limitation of Liability

LIMITATION OF LIABILITY: Notwithstanding anything contained herein to the contrary, even if advised of the possibility of loss, liability, damage or expense, Gallagher shall not be liable for any indirect damages, including any lost profits, data, business, goodwill, anticipated savings, opportunity or use or other incidental or consequential damages. Furthermore:

- i. Gallagher shall not be responsible for damages caused by acts of Client’s employees, representatives, agents, subcontractors, vendors, or suppliers.**
- ii. Except as to Indemnification obligations pursuant to Section 7 or claims relating to breach of Confidentiality as set forth in Section 6, Gallagher’s aggregate liability under this Agreement, if any, to Client for claimed loss or damage arising under this Agreement shall not exceed \$1,000,000.**
- iii. Client hereby expressly acknowledges and agrees that in view of the amount of the fees paid or to be paid hereunder, the limitations of liability in this Section 8 are in all respects fair and reasonable and reflect a duly considered allocation of risk between the Parties.**

10. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, or by facsimile transmission (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client:	<u>Linn-Mar Community School District</u> <u>3556 Winslow Road</u> <u>Marion IA 52302</u> <u>Attention: Jon Galbraith, CFO/COO</u>
If to Gallagher:	<u>Gallagher Benefit Services, Inc.</u> <u>_____</u> <u>_____</u> <u>Attention: _____</u>

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

11. Miscellaneous

(a) **Severability.** The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent

IASB MEMBER GALLAGHER SERVICES AGREEMENT | 2024

jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment; Counterparts. This Agreement, including Exhibit A hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties. Furthermore, this Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Iowa without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors; Survival of Provisions. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto. Sections 7, 8 and 9 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CLIENT NAME

By: _____
Name: Barry Buchholz
Title: Board President

GALLAGHER BENEFIT SERVICES, INC.

By: _____
Name: _____
Title: _____

 **AIA**® Document G701® – 2017

Change Order

PROJECT: (Name and address) 22210000 Linn-Mar Administration Building 3556 Winslow Road Marion, IA 52302	CONTRACT INFORMATION: Contract For: New Linn-Mar Administration Building Date: June 5, 2023	CHANGE ORDER INFORMATION: Change Order Number: 012 Date: June 04, 2024
OWNER: (Name and address) Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302	ARCHITECT: (Name and address) OPN Architects 200 5th Ave. SE, Suite 201 Cedar Rapids, IA 52401	CONTRACTOR: (Name and address) Peak Construction Group 660 Liberty Way, Unit C 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.)


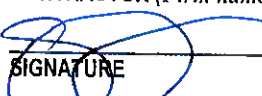
COR 021.2 - Printer Power and Data, ITC 019	\$4,686.99
COR 025 - TU-5 Filter Box, RFI 054	\$460.65
COR 026 - Exhaust Duct Rerouting, RFI 062	\$4,059.54
COR 027 - Louver Plenum Work, RFI 048	\$4,528.04
COR 028 - White Breakroom Ductwrap, RFI 065	\$538.29
Total	\$14,273.51

The original Contract Sum was	\$ 11,774,000.00
The net change by previously authorized Change Orders	\$ -123,466.95
The Contract Sum prior to this Change Order was	\$ 11,650,533.05
The Contract Sum will be increased by this Change Order in the amount of	\$ 14,273.51
The new Contract Sum including this Change Order will be	\$ 11,664,806.56

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

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 ARCHITECT (Firm name)	Peak Construction Group CONTRACTOR (Firm name)	Linn-Mar Community School District OWNER (Firm name)
 SIGNATURE	 SIGNATURE	SIGNATURE
Elisha Horsfall, AIA PRINTED NAME AND TITLE	Steve Oyen, Principal PRINTED NAME AND TITLE	Barry Buchholz, Board President PRINTED NAME AND TITLE
6/04/24 DATE	06/04/2024 DATE	DATE



SERVICE ORDER

Provider Internal Information			
SalesForce contract no:	246195	Customer type:	New
Rep Acct Mgr:	Mark Jennes	Account no(s):	

Customer Information			
Customer name:	Linn-Mar Community School District		
Physical address:	2999 N 10th Street		
City:	Marion		
State/Province:	IA	Postal code:	52302
Contact name:	Jeri Ramos		
Phone number:	(319) 447-3066	Fax number:	
Email address:	jramos@linnmar.k12.ia.us		

Services and Fees

This Service Order shall be effective as of the latter of the two signature dates below (the "Effective Date"). Unless this Service Order is executed by Customer, the pricing contained in this Service Order shall expire if not accepted by Customer on or prior to June 30, 2024.

Initial Term:	60 months
Minimum Commitment:	\$1,536.00 per year ("Minimum Commitment")

Fax2Mail

U.S. One-time Setup Fee, per user	Waived
U.S. Monthly Subscription Fee, per user	\$3.00
U.S. Monthly Subscription Fee Outbound Only, per user	\$1.50
Continental U.S. Outbound Rate, per page	\$0.08
U.S. Inbound Rate, per page	\$0.08

Reserved numbers will be charged the same rate per active number per country.

In order to provision inbound numbers in certain international countries, Customer may be required to provide proof of address and/or business registration documentation, either on a one time or annual basis, based on the regulatory requirements of the applicable country.

XpediteSend Package for PDF Editing* (optional Service)

One-Time Setup Fee, per user	\$1.11
Monthly Fee, per user	\$0.56
PDF Conversion Fee, per page (inbound pages only)	\$0.02

*PDF Editing fees are in addition to all other applicable fees

Fax rates outside of the continental U.S.

Alaska Outbound Rate, per page	\$0.3081
Hawaii Outbound Rate, per page	\$0.08

Standard international rates shall apply.

The per page rates listed above shall apply to all fax services (which includes Fax2Mail, Production Fax, and Broadcast Fax).

Other Fees

One-time Account Setup Fee (due upon contract execution)	\$2,310.00
One-time Domain Level Authentication (DLA) Setup Fee (for up to five domains) (Included with Professional Services. The setup of additional domains in excess of 5 will be \$556.00 per domain.)	Waived

One-time Professional Services Fees and SKUs:

- 1000013147 - \$3,360 USD
- 1000049640 - \$3,360 USD
- 1000014000 - \$3,360 USD
- 1000014016 - \$1,120 USD

All fees are due upon contract execution. Professional Services hours are valid for twelve (12) months following the Services Commencement Date. OT will not credit any unused hours at the end of that twelve (12) month period.

In-Scope Professional Services Activities

- Twelve (12) Professional Services hours which includes the following:
 - Eight (8) business hours for Fax2Mail consulting, configuration, and implementation of Domain Level Authentication (“DLA”) Four (4) business hours for Basic Fax2Mail Administrator Training
 - OpenText will participate in regular status meetings and provide general project/port management and/or implementation consulting.
 - One-time platform setup fee for DLA is INCLUDED in the costs above.
 - For purchased Professional Services packages - refer to Cloud Solutions Implementation Fact Sheet for further details
 - One (1) license for OpenText Professional Services solution “Cloud Fax Active Directory User Sync
 - Sixty (60) months of break-fix solution support
 - Four (4) business hours to assist with installation and configuration of “Cloud Fax Active Directory User Sync” solution in Customer’s environment
 - Refer to OT PS Cloud Fax Active Directory User Sync Fact Sheet for specific details on the above solution.
 - All services listed above will be provided remotely, via email or pre-scheduled calls/web sessions.

Estimated General Project Milestones:

Deliverable/Activity	Target Timing
Contract Countersigned	Effective Date of the Service Order
Project Kickoff Planned/Scheduled	within 15 business days from Effective Date
Baseline Project Plan, Porting Plan, and Target End Date Agreed	within 30 business days of Project Kickoff
Initial Traffic/Processing	within 5 business day from Target End Date

Customer Project Team. Within fifteen (15) business days from the “Project Kickoff”, Customer will identify and engage a team of resources, as necessary, to execute the project related activities within the customer’s organization. Removal of the Customer Project Manager or any other key Customer resources during the Project may lead to a negative impact on the Project. If additional project time or cost is required from OT due to Customer’s personnel changes which negatively impact the overall project, a Change Order may be required.

Project Plan and Schedule. Customer agrees to work with OT to create a mutually agreeable project and/or porting plan following the project kickoff meeting. The project/porting plan will be the basis for organizing and scheduling activities between Customer and OT. Significant changes to the agreed schedule must be mutually agreed between the Customer and OT and could result in a Change Request.

Status Updates and Approval of Deliverables. Customer Project Manager will provide timely status updates in response to requests from OT and provide approval of all deliverables within five (5) business days, or as otherwise agreed upon by the parties, of receipt from OT. If OT receives no approval from Customer, the deliverable will be deemed to be accepted by Customer. If no response or status is provided within fifteen (15) business days, OT may consider placing any outstanding activities on-hold and any previously assigned resources from OT may be released from these activities.

Additional Professional Services. Standard Professional Services rate for business hours activities is \$250.00/hour with a minimum 4 hours purchase required. Please refer to the OpenText Cloud Solutions Implementation Fact Services for Professional Services pricing and details. Any additional activities not specified, and any after-hour activities, are out of scope; and can be purchased via a separate Statement of Work, Change Order, or Letter of Engagement.

Fax Number Porting. At Customer's request (subject to support by the telecommunications carriers), OT will assist Customer in porting fax numbers to the OT network. Customer is responsible for filling out, submitting, and signing all necessary forms, verifying/providing accurate information, and Customer Service Records (CSRs) for all port requests, as described in detail in the *OpenText Cloud Services Number Porting Guide*. Customer is responsible for testing and verification of each number at the time it is ported and/or provisioned into the Services.

For U.S. numbers, there is a fee of \$10.00 per number which is reduced to \$5.00 per number when ported in billing blocks of 50 numbers or greater.

Additionally, for U.S. numbers, as part of the process to port numbers, OT will obtain a firm order commitment date ("FOC Date") from the telephone carrier. The FOC Date is the carrier's date by which the porting of the numbers will occur. If OT has received a FOC Date for a number, and

- (a) If Customer cancels a number that is to be ported within the 48-hour period immediately preceding the FOC Date (the "FOC Date Window"), Customer agrees to pay OT a cancellation fee of \$75.00 per telephone number that is cancelled; and
- (b) If Customer cancels a number to be ported after a FOC Date is requested but before the FOC Date Window begins, Customer agrees to pay OT a cancellation fee of \$6.00 per telephone number that is cancelled.
- (c) If Customer requests a FOC Date sooner than the standard turnaround time, Customer agrees to pay an expedite fee of \$75.00 per billing telephone number.
- (d) If Customer requests a change to the FOC date less than 48 hours prior to the FOC Date, Customer agrees to pay a change fee of \$75.00 per billing telephone number.

For U.S. numbers, if a port completes and the Customer requests that service be reinstated with the original carrier within 24 hours of the port completion, Customer agrees to pay a reinstatement fee of \$300.00 per number. OT cannot accommodate these requests outside of the 24-hour window, and the Customer must initiate a new port request with the original carrier. NOTE: Reinstatement is NOT guaranteed and is at the discretion of and requires acceptance by the original carrier. If not accepted, the Customer must initiate a new port request with the original carrier.

For number porting in Canada, fees are \$10.00 per number regardless of volume of numbers.

For Canadian numbers, as part of the process to port numbers, OT will obtain a firm order commitment date ("Canadian FOC Date") from the telephone carrier. The Canadian FOC Date is the carrier's date by which the porting of the numbers will occur.

For Canadian numbers, a single reschedule request of a port prior to the Canadian FOC Date is allowed at no charge. For any additional reschedule requests of a port, prior to the Canadian FOC Date, Customer agrees to pay OT a reschedule fee of \$30.00.

If OT has received a Canadian FOC Date for a number, and If Customer cancels a number that is to be ported within the 24-hour period immediately preceding the Canadian FOC Date (the "Canadian FOC Date Window"), Customer agrees to pay OT a cancellation fee of \$30.00 per billing telephone number that is cancelled.

Incorrectly submitted Canada orders or port rejections carry a fee of \$15.00 per rejection.

Standard Canada porting is available between 9:30 am - 4:00 pm Eastern at no extra cost. Canada Ports requested between Midnight and 9:29 am Eastern or between 7:00 pm Eastern and Midnight will incur an extra fee of \$250.00. Canada Ports requested between 4:00 pm and 7:00 pm Eastern will incur an extra fee of \$100.00.

Porting fees and/or surcharges incurred by OT from its carriers for non-standard processing are additional and may be billed separately as incurred.

Porting Off Service. With respect to any inbound fax number that is provided by OT or ported to OT from Customer, and which is used or reserved by Customer at the expiration or termination of this Service Order, Customer shall have the right for a fee to port any such number to a carrier or other service provider of Customer's choosing. OT agrees, at a reasonable cost to Customer not to exceed \$25.00 per number, to take all practical steps to facilitate an OT request to the carrier or service provider to port numbers, including without limitation to execute all necessary and appropriate documents to facilitate the porting process. Customer requests to port numbers off service will be subject to review by OT to prove number ownership and authorization to port the numbers. Customer will be required to provide additional information, including but not limited to a copy of a recent invoice, as part of the review prior to the numbers being released by OT.

Billing Footnotes, Charges & Fees: Rates for Services will be listed and billed in U.S. dollars based for domestic service ONLY, unless expressly stated otherwise. International charges may apply. OT shall have the right to charge Customer for each attempt by OT to send a message where any transmission occurs, whether or not the transmission is completed, such as instances where someone answers the call or transmission is interrupted before completion. A \$0.004 fax retry fee applies for all fax transmissions and such fee will be rounded up to the nearest whole cent on a per job basis. A charge of \$0.17 will be waived for each confirmation for fax transmissions. Per page units includes pages received or sent through the services. For each transmission, the number of pages is calculated based on the greater of the actual number of pages or the number of full or partial 60-second increments of transmission time. XpediteSend Package for PDF Editing fees are incremental and apply to each mailbox that subscribes to the package. Opt-out via Fax will be charged \$0.13 per request and Opt-out via Voice will be charged \$0.13 per call. Any fax pages sent in fine mode will be billed at 1.5 times the per page rate. Should Customer utilize any ancillary services such as archiving or elects customization services such as delivery/non-delivery notices with image or custom cover pages, not specifically defined in this Service Order, Customer agrees to pay any and all charges associated with such Services. These fees are in addition to all other fees. Any SMS message that exceeds (a) 160 single byte characters, or (b) 70 double byte characters (e.g., Japanese, Korean, Chinese) will be charged as an additional message for each increment, or part thereof, of 153 single byte characters or 67 double byte characters. Customer will be charged \$28.00 for each full monthly detail paper invoice, unless and until Customer specifically elects to receive online bill detail pursuant to the OT bill selection process. A non-sufficient funds fee of \$28.00 will be applied to Customer's account for all returned checks.

Invoice Fee: Electronic - no charge Paper - \$28.00 per month

1. Order Summary

This Service Order for the provision of Services is made and entered into by Open Text Inc., a Delaware corporation, ("OT") and Customer.

2. General Terms and Conditions

This Service Order is governed by and subject to those certain On-Demand Messaging General Terms and Conditions, published as of the date hereof on OT's website at <https://www.opentext.com/about/on-demand-messaging-general-terms-and-conditions>, and any amendments thereto adopted in accordance with the terms thereof (the "General Terms and Conditions"). The General Terms and Conditions are hereby incorporated by reference. If Customer desires a hard copy of the General Terms and Conditions, it will be provided upon your request to your OT sales account executive.

3. Price and Minimum Commitment

Services will begin on the date they are provisioned by OT to Customer ("Services Commencement Date"). From and after the Services Commencement Date, OT will provide, and Customer agrees to pay, the price indicated for the Services in this Service

Order. Unless this Service Order provides otherwise, and except for fee increases due to increased charges to OT for number porting and related fees and telecommunication carrier charges, OT may not change the applicable specified prices for the Services at any time during the Initial Term unless mutually agreed to by the parties in writing. Any increases in fees due to increased charges to OT as referenced above shall be effective thirty (30) days after Customer has received notice thereof. Notwithstanding the preceding, the fees, rates, and charges (including Minimum Commitment) set forth in this Service Order are subject to a 5% increase beginning on the first anniversary of the Minimum Start Date, as defined in Section 4 below, and annually thereafter. Unless this Service Order provides otherwise, all prices are quoted in U.S. dollars and Customer must pay all charges or invoices in U.S. dollars.

If Services are provisioned to Customer for any period prior to the Minimum Start Date, then during such period, Customer shall be invoiced and shall pay only for actual usage charges incurred, based upon the rates contained herein. Commencing on the Minimum Start Date and throughout the remaining Initial Term and each Renewal Term of this Service Order, as each of the foregoing is defined in Section 4 below, Customer agrees to pay for the Services used each month and, to the extent set forth in this Service Order, further agrees to any minimum periodic commitment specified on the first page of this Service Order. In particular, Customer agrees to meet the Minimum Commitment for each year of the Initial Term and of each Renewal Term thereafter, by paying the Minimum Commitment fee set forth on the first page of this Service Order in the amount of \$1,536.00 per year. In the event that Customer does not meet its Minimum Commitment in any given period during the Initial Term or any Renewal Term, OT shall invoice for, and Customer shall pay, within thirty (30) days of invoice date, the shortfall equal to the difference between the Minimum Commitment for such period and any payments for actual usage of Services made by Customer during such period. Any shortfall payments shall be in addition to Customer's payment of any fees for Services used during the applicable period.

Customer must pay all invoices within thirty (30) days of invoice date. Customer will pay interest at the rate of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, with respect to any amounts not paid when due or reasonably disputed in good faith under this Service Order.

4. Contract Term

Services shall commence upon the Services Commencement Date. The Minimum Start Date will be the first day of the calendar month occurring on or immediately following the Services Commencement Date, whichever is the earlier ("Minimum Start Date"). The Initial Term of this Service Order will commence on the Services Commencement Date and will remain in effect for sixty (60) calendar months from the Minimum Start Date ("Initial Term"). This Service Order will remain in effect throughout the Initial Term and, thereafter, will automatically renew on an annual basis for successive twelve-month terms (each a "Renewal Term"), until either party terminates the Service Order by providing written notice of termination to the other party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Either party may terminate this Service Order at any time in the event that the other party breaches any provision of this Service Order in any material respect and fails to cure such breach within thirty (30) days after receipt of written notice of such breach.

5. Implementation, Training and Support

Implementation and training that take place on Customer's premises are the responsibility of the Customer unless the parties enter into a separate and mutually acceptable professional services agreement or statement of work for such activities. Customer will provide Tier I support to its user community. If necessary, OT will be available for Tier II support that will be provided to Customer's administrative or technical contact only. If Customer's end users call OT directly for customer support, this will result in a billable service call. Customer's admin users have the capability to perform specific functions using the self-service options that are available to Customer through OT's Customer Portal. In the event that Customer requests OT to perform any of these functions, Customer will be invoiced for these tasks as follows:

Task	Fee
Account Administration & Provisioning (includes up to 5 account adjustments per service request)	\$56.00
Job Cancellation (includes up to 5 jobs per service request)	\$56.00
Job Resend (includes up to 5 jobs per service request)	\$56.00
Archive Retrieval (after 3 service requests monthly)	\$139.00
Coversheet Maintenance (per page)	\$139.00
Banners Maintenance (per page)	\$139.00

Password Resets (up to 5 users per service request)	\$56.00
Billable Service Call (non-admin users)	\$56.00
Non-standard Report Requests (should be submitted via your OT Customer Manager)	by quote

6. Use of Services

The users of Services must comply with the laws and regulations applicable to the use of the Services. In the event that a user has violated applicable laws or regulations in the use of the Services, OT will give written notice to Customer and Customer shall have five (5) business days to provide reasonable assurances to OT in writing that the user will comply with applicable law. Subject to the foregoing, OT reserves the right, in its reasonable discretion, to: (i) warn the Customer and the user, (ii) suspend the use of the Services by the user if the user continues to violate the applicable law after written notice to Customer and the opportunity to cure, or (iii) take any other action that is required by applicable law or by a governmental authority having jurisdiction, provided that Customer shall (to the extent permitted by applicable law) be consulted on the advisability of taking legally available steps to resist or narrow any governmental request or to seek a protective order.

7. Entire Agreement

This Service Order, the General Terms and Conditions and all other service orders, service tickets, work orders, service level agreements and other contracts, agreements, invoices and other documents (collectively, the "Documents") between OT and the Customer (including any documents incorporated by reference in any of the Documents including, without limitation, OT's Acceptable Use Policy) constitute the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and all such Documents together constitute the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between any Service Order and the General Terms and Conditions, such Service Order shall control.

8. Counterparts

This Service Order may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Service Order delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as a signed original of this Service Order.

By signing this Service Order, Customer acknowledges and agrees that the Services ordered, and associated prices are correct. By signing below, Customer acknowledges that Customer has had the opportunity to review the General Terms and Conditions, and by signing below Customer agrees to and intends to be bound by the General Terms and Conditions and the terms of this Service Order.

Customer Acceptance:

Linn-Mar Community School District	
By:	
^Authorized Signature^	
Print Name:	Barry Buchholz
Title:	Board President
Date:	

Open Text Inc.	
By:	
^Authorized Signature^	
Print Name:	
Title:	
Date:	

**Partnership Agreement
Linn County Fair
Association
And
Iowa State University Extension and Outreach
And
Linn County Agricultural Extension Council
And
Linn County School Districts with an active FFA
Chapter**

Now, on this **11th day of June 2024** this Partnership Agreement (hereafter "AGREEMENT") is entered into between Linn County Fair Association (hereafter "FAIR BOARD"), Linn County Agricultural Extension District (hereafter "COUNTY EXTENSION COUNCIL"), Iowa State University Extension and Outreach (hereafter "ISU EXTENSION"), Linn County School Districts with an active FFA Chapter (hereafter SCHOOL BOARDS) for the purpose of coordinating the relationship, events, activities and responsibilities of the three parties, including the presentation of the Linn County Fair (hereafter "County Fair").

Background, Iowa Code and Overarching rules

- A. FAIR BOARD is the Board of Directors of the corporate association that has the authority and responsibility under Iowa Code, Section 174.3, to manage county fair events and the county fairgrounds.
- B. COUNTY EXTENSION COUNCIL, referred to as simply EXTENSION, is the elected officials that make up the County Agricultural Extension District and has the authority and responsibility under Iowa Code, Section 176A.8 to prepare for the educational program on extension work in agriculture, human sciences, community development and 4-H Club work in cooperation with ISU EXTENSION and OUTREACH.
- C. ISU EXTENSION and OUTREACH is part of Iowa State University has the authority and responsibility under Iowa Code, 266.4 and 266.5, to organize and conduct agricultural and human sciences extension work, including 4-H Club youth development activities and, under Federal law, 7 U.S.C. 3410349, 18 U.S.C 707 and 7CFR Part 8 has the responsibility to manage the events and activities involving 4-H Clubs and the use of the 4-H Name and Emblem.

- D. The Iowa FFA Association is comprised of nearly 15,000 members enrolled in over 235 local chapters. The Iowa FFA Association is supported, in part, by the Iowa FFA Foundation and the Iowa Department of Education. The Carl D. Perkins Act of 2006, is the funding source that the Iowa Department of Education uses to assist FFA. The Perkins Act specifically includes career and technical student organization activities as allowable uses of funds at the state and local level. Iowa's approved Perkins plan states: "The IDE will partner with secondary and post-secondary institutions to encourage student participation in Career and Technical Student Organizations (CTSOs). Participation in CTSOs not only provides the CTE student with an opportunity to gain leadership skills but also provides the CTE student with an opportunity to explore and consider the possibility of teaching in a CTE area. Perkins state leadership funding will be allocated in support of CTSOs to assist with membership recruiting and processing, financial management and oversight, coordination of state officers' activities, conference planning and organizational activities."
- E. An amendment will be made at a later time to this current Partnership Agreement to include Linn County FFA Chapters.
- F. PROJECT COMMITTEE - A project committee is a group of volunteers who are registered and approved by the County Extension Council to work with 4-H and Youth Programs. Project committees who help youth develop life skills and learn skills and information about a specific project.
- G. 4-H YOUTH COUNCIL - Linn County 4-H Youth Council is a group of 4-H members dedicated to planning, implementing and evaluating county youth programs in cooperation with the Youth Programs Committee and the Extension Service staff. Members are representatives from 4-H Clubs in Linn County.
- H. YOUTH PROGRAMS - The 4-H Youth Program Committee is a committee appointed by the County Extension Council. It is an active volunteer group, which works in cooperation with Youth Program Specialists and County Extension Staff to provide leadership to the county 4-H program. The 4-H Youth Programs Committee works to meet the developmental and educational needs of youth and is responsible for program integrity. Program quality includes assurance that the 4 Basic Needs of youth are met through 4-H programming incorporating the Essential Elements.
- I. ISU EXTENSION AND COUNTY EXTENSION COUNCIL has entered into a separate Memorandum of Understanding that provides for the cooperative maintenance, support, operation and administration of extension efforts in Linn County. Based on that separate Memorandum of Understanding the two entities cooperate as one entity for their responsibilities related to the presentation of the County Fair. For purposes of this current Partnership Agreement, ISU EXTENSION and the COUNTY EXTENSION COUNCIL shall be referred to as simply EXTENSION.
- J. The Parties recognize that this current Partnership Agreement is important to define the relationship of the FAIR BOARD, EXTENSION, and SCHOOL BOARDS

understand the responsibility of each party as they must work together to cooperate and coordinate the management of events and activities that are jointly provided by the Parties in Linn County.

- K. The Parties recognize that one of the most important events that they present together is the County Fair and one of the purposes for this current Partnership Agreement is to maximize the good experience for all fair exhibitors, participants and the public at that event.

Purpose of the County Fair:

- County fairs are important to rural communities and honor Iowa's agricultural heritage and culture. This AGREEMENT addresses youth educational and exhibition activities that are important to developing confidence, leadership and integrity.

- Mission statement of each party.
 - Fair Board: The mission of The Linn County Fair Association is to provide opportunities for 4-Hers, FFA members and the youth of Linn County to showcase their accomplishments and talents in a safe family atmosphere while providing activities, entertainment and learning opportunities to the diverse citizens of Linn County and guests.
 - Extension and Outreach: ISU Extension and Outreach builds a strong Iowa by engaging all Iowans in research, education, and extension experiences to address current and emerging real-life challenges. 4-H empowers youth to reach their full potential through youth-adult partnerships and research-based experiences.
 - FFA: FFA makes a positive difference in the lives of students through, premier leadership, personal growth, and career success, through agricultural education.

THEREFORE, the FAIR BOARD, EXTENSION, and SCHOOL BOARDS express their mutual understanding that:

1.0 Relationship of the Parties.

- 1.1 It is understood that each party to this Partnership Agreement must work closely together to maximize the resources available from each entity involved to present a quality County Fair.

- 1.2 Service on Governing Boards. All parties FAIR BOARD, COUNTY EXTENSION COUNCIL, and the SCHOOL BOARDS agree to abide and conduct business in accordance with their respective Conflict of Interest Policy and a copy will be provided to the other parties.

- 1.3 Liability. It is understood that each Party to this Partnership Agreement is responsible for obtaining and maintaining appropriate insurance or self-

insurance to protect it and its officers, employees or agents against liabilities that may arise from that Party's involvement in the activities or events that are the subject of this Partnership Agreement. However, liabilities of members of the FAIR BOARD arising out of activities on behalf of the FAIR BOARD shall be addressed as provided by Paragraph 2.2 and 2.3 herein.

2.0 FAIR BOARD Responsibilities include:

2.1 Providing resources for infrastructure that help to make the county fair possible. Fair Boards will: (source Iowa Code 174.13)

- Determine the dates of county fair
- Provide appropriate facilities for the fair
- Maintenance and upkeep of the county fair grounds
- Security during all fair related activities
- Pay premiums

2.2 FAIR BOARD shall provide for indemnification of BOARD members by policy or by its By-Laws. Service of ISU EXTENSION employees, COUNTY EXTENSION COUNCIL members or their appointees shall be contingent upon FAIR BOARD providing evidence of Directors and Officer's insurance protecting such persons from liability when acting on behalf of the FAIR BOARD.

2.3 ISU EXTENSION shall provide for indemnification of employees, COUNTY EXTENSION COUNCIL members or their appointees by policy or by its By-Laws. Service of the FAIR BOARD shall be contingent upon ISU EXTENSION providing evidence of employee and COUNTY EXTENSION COUNCIL Directors and Officer's insurance protecting such person from liability when acting on behalf of the ISU EXTENSION or COUNTY EXTENSION COUNCIL.

3.0 EXTENSION shall have responsibilities that include:

3.1 EXTENSION, having ultimate authority and jurisdiction over the Linn County 4-H Program, will have final decision making authority over rules and guidelines pertaining to all 4-H events and activities, coordination with Fair Board approval when it involves the county fair.

3.2 All Livestock weigh-ins will be accomplished according to the state

4-H guidelines as outlined in the publications 4-H 202 (Iowa 4-H Animal and Poultry Identification, Weighing and Exhibiting Requirements for County, State and Interstate Shows), 4-H 106 a-f (Livestock Identification Forms) and the 4-H Code of Ethics.

3.3 All rules and guidelines must be in compliance with the overall Iowa 4-H exhibiting rules and guidelines.

3.4 Responsibility for the following

- Creation, implementation, and enforcement of rules related to all 4-H events
- Supervision of all necessary activities concerning the 4-H Program including livestock weigh-ins
- Determining eligibility of 4-H members and projects
- Approval and training of volunteers who work with the 4-H program or 4-H members
- Selection, training and appointment of 4-H fair superintendents
- Approval, training and selection of judges for all 4-H shows

4.0 SCHOOL BOARDS shall have responsibilities that include:

4.1 SCHOOL BOARDS having ultimate authority and jurisdiction over their FFA Chapter, will have final decision making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

4.2 All Livestock weigh-ins will be accomplished according to the state FFA or 4-H guidelines as outlined in 4-H 202 Animal Identification or FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

4.3 All rules and guidelines must be in compliance with the overall Linn County 4-H exhibiting rules and guidelines.

4.4 Responsibility for the following

- Creation, implementation, and enforcement of rules related to all FFA events
- Supervision of all necessary activities concerning the FFA Program
- Determining eligibility of FFA members and projects
- Approval and training of volunteers who work with the FFA program or FFA members

5.0 Other Responsibilities

5.1 The parties have determined responsibility for other activities as provided in the attached document entitled "Other Fair Related Tasks."

6.0 This Partnership Agreement was entered on this date 06/11/2024 and will be revisited every two years and should be reviewed in November 2025.

Signatures

Linn County Extension Council Chair Date

Linn County Extension Director Date

Linn County Fair Board President Date

Linn-Mar Community School District Board President Date

FAIR RELATED TASKS & RESPONSIBILITIES

FAIR BOOKS

4-H/FFA Content and Rules	Extension, Project Committees & FFA Advisors
Provide Current Fair-Approved Logo	Fair Board
Provide Current FFA- Approved Logo	FFA Advisors
Provide Current 4-H – Approved Logo	Extension
Preparing and Setup	Extension
Fair Association Section Approval	Fair Board
Final review & approval prior to printing	Extension, Project Committees, Youth Programs
Postage for Judges' Copies	Extension
Printing Costs	Extension
Printing & Distribution (including 4-H families, FFA instructors, Extension Council, Extension Staff, Project Committees, & Fair Association)	Extension
Deadline for Fair Books to be printed: March 30 th	
Maintenance & Publishing of online version share link to Fair Board for fair website	Extension

RIBBONS

Estimated number of ribbons reported to Fair Board	Extension
Due by October 20 th or when requested by Fair Board otherwise Extension covers the cost for that year	
Bids for ribbons by	Fair Board
Ribbons paid for by	Fair Board
Ribbons then ordered by	Fair Board

BUILDING MAINTENANCE

Buildings	Fair Board
Grounds	Fair Board

JUDGES

Pay Rate and budget established by	Fair Board
With recommendations for judges	Project Committees
With recommendations of pay	Extension
Hiring of Judges by	Extension
Contract Revision Approvals	Extension & Fair Board
Payment of Judges by	Fair Board
Confirmation of Judges	Extension
Thank you notes by	Extension & Project Committees
Provide judges contact info for checks to Fair Board at least two weeks prior to fair	Extension

TROPHIES & RECOGNITION

4-H & FFA Trophy Sponsors solicited by	Extension
4-H & FFA Trophy Funds managed by	Extension
4-H & FFA specific awards determined by	Extension & Project Committees

4-H & FFA awards purchased by	Extension
4-H & FFA Sponsorship Recognition by	Extension
Fair Sponsored Event Sponsors solicited by	Fair Board
Fair Sponsored Event Funds managed by	Fair Board
Fair Sponsored Event specific awards determined by	Fair Board
Fair Sponsored Event awards purchased by	Fair Board
Fair Sponsored Event Sponsorship Recognition by	Fair Board
4-H & FFA sponsorship banners pre-approved by	Fair Board
Show Ring TVs Sponsorship List & Show Program to Fair Board	Extension
Storage & Maintenance of Show Ring TVs	Fair Board
Show Ring Slides Show for TV & Operation	Fair Board
 INSURANCE	
Insurance for buildings & grounds	Fair Board
Fire & Liability Insurance	Fair Board
Liability insurance for 4-H youth, all approved 4-H volunteers & Extension employees by	Extension
Liability insurance for Fair Association volunteers	Fair Board
Liability insurance for FFA members, all approved School Board FFA volunteers & School Boards employees by	School Boards
 PREMIUMS	
Premium amount per ribbon set by	Fair Board
Calculation of premiums (due by September 1 st)	Extension
Total premiums paid by	Fair Board
Checks for each 4-H, FFA and independent members written by	Fair Board
Distribution of Premiums	Extension & Fair Board
Approval of additional premium-based classes by	Youth Programs & Fair Board
Uncashed checks subject to voiding after 90 days	
 LIVESTOCK SCALES	
Inspection and maintenances of scales by	Fair Board
Inspections and maintenance paid by	Fair Board
 SECURITY	
Provide security during the Fair	Fair Board
Security at the Youth Council Dance if needed	4-H Youth Council/Extension
 FIRE EXTENGUISHERS	
Testing by	Fair Board
Securing and placing of extinguishers by	Fair Board

SOUND SYSTEMS LIVESTOCK SHOWS

Submit schedule for sound systems required for 4-H/FFA events	Extension
Scheduling of sound systems for all events	Fair Board
Installation of sound systems	Fair Board
Maintenance of sound systems	Fair Board

ADVERTISING & NEWS RELEASES

Advertising for 4-H & FFA schedule & news releases	Extension & Fair Board
4-H & FFA judging results sent to Fair Board by	Extension
4-H & FFA news releases created by	Extension
4-H & FFA news releases sent to media by	Extension & Fair Board
Open Class & One Day Events Results by	Fair Board
Open Class & One Day Events news releases created by	Fair Board
Open Class & One Day Event news releases sent to media by	Fair Board
All other advertising for Fair Events by	Fair Board
4-H & FFA Facebook Event Creation on Facebook by	Fair Board & Extension
Fair Social Media managed by	Fair Board

FAIR ORGANIZATIONAL DETAILS

Printing & Distribution of entry forms & Fair Entry Database for 4-H & FFA	Extension & Project Committees
Prepare class/show list for 4-H & FFA	Extension & Project Committees
Manage Fashion Revue/Clothing Selection	Extension
Printing of Programs & Class schedules for 4-H & FFA	Extension
Entry forms for open shows	Fair Board
Stall Assignments by	Extension & Project Committees
Scheduling of 4-H & FFA events by	Extension & Fair Board
All items must be put away and returned to original location(s)	Extension, Project Committees & FFA
Livestock Area Cleanup Use and Procedures check list must be approved and sign off by	Fair Board

FAIR WEEK LDM BUILDING USAGE

Hall diagram & booth assignments	Extension & Fair Board
Booth Set-Up Dates & Times set by	Extension & Fair Board
Booth Structure Set-Up	Fair Board
Booth Decorating	4-H & FFA Members
Exhibit Hall Hours set by	Extension & Fair Board
Booth Judging	Extension & Youth Programs
Booth Tear-down including structures	4-H & FFA Members
Walk Through to Establish pre-existing Damage prior to fair	Extension & Fair Board
Final Walk through to establish damage during	Extension & Fair Board

fair
 End-of-day Lock Up and Security Check
 Provide end-of-fair clean up list to Extension prior to fair
 Signing of Pre-fair checklist
 Signing of Post-Fair Checklist
 Pre-fair walkthrough time set by
 Pre-fair walkthrough attended by
 Post-fair walkthrough time set by
 Post-fair walkthrough attended by
 If the LDM building is not put back to its pre-fair state or/and is not cleaned to the requirements, then the Fair Board can assess a fee up to \$125 for any cleaning or items that need to be put away. This will be addressed at the July Fair Board meeting, where any committee or Extension Office can come to the meeting to rebuttal the claim.

BUILDING CHAPERONES

Wednesday Chaperones by
 Thursday – Sunday Chaperones by

4-H & FFA Chaperone Schedule set by
 Chaperone Responsibilities set by

AUCTION COMMITTEE

Provide committee contact person for each species sold
 Chair of Sale Committee by
 Setting dates for auction committee meetings
 Procuring Auctioneers
 Arrangements for clerking
 Mailing and distribution of Flyers to buyers
 Auction sign up & sale fee* collected by(*\$5 Sale Fee covers Auction ribbon, checkoffs, and media recognition of buyers)
 Auction ribbon purchased by
 Auction ribbon paid by

Auction Program creation by
 Auction sale order within species by
 Auction Program printed by
 Loading out of Auction Animals

Organization of Transportation to Harvest

Fair Board & Security

Fair Board
 Extension & Fair Board
 Extension& Fair Board
 Extension& Fair Board
 Extension& Fair Board
 Extension& Fair Board
 Extension& Fair Board
 Fair Board, Extension Youth Programs

Fair Board
 4-H Clubs & Youth Programs & FFA & Extension
 Extension & FFA Advisors
 Extension & Fair Board

Extension & Project Committees

Fair Board
 Fair Board
 Fair Board
 Fair Board
 Extension
 Extension

Fair Board
 4-H & FFA Sale Fee

Extension
 Project Committees
 Extension
 Fair Board & Livestock Auction Committee (4-H / FFA youth are responsible for the care of the livestock until they are loaded following the auction, i.e. Feeding, watering, cleaning pens, helping load the animal, etc.)

Fair Board & Livestock Auction

Facility	Committee
LDM Building – 4-H Office	
Extension staff & committee member contact list each day	Extension
Provide Extension with two sets of keys, including upstairs storage, office, and outside doors	Fair Board
Fair Board contact list each day	Fair Board
Provide office for Extension operations	Fair Board
Staffing for Extension Fair office during 4-H/FFA Fair	Extension
PORTABLE RESTROOMS & WASH STATIONS	
Ordered by	Fair Board
Paid by	Fair Board
RESTROOMS	
Cleaned & maintained by	Fair Board
All cleaning & paper products by	Fair Board
Initial cleaning before fair by	Fair Board
LIVESTOCK BEDDING	
All bedding provided by exhibitor	4-H & FFA Members
LIVESTOCK AREAS	
Signing of Pre-fair checklist	Extension, Project Committee, Fair Board
Signing of Post-Fair Checklist	Extension, Project Committee, Fair Board
Pre-fair walkthrough time set by	Fair Board President or Facilities Chair, Extension Director or CYC
Pre-fair walkthrough attended by	Fair Board President or Facilities Chair, Extension Director or CYC
Post-fair walkthrough time set by	Fair Board President or Facilities Chair, Extension Director or CYC
Post-fair walkthrough attended by	Fair Board President or Facilities Chair, Extension Director or CYC
If an area is not put back to its pre-fair state or/and is not cleaned to the requirements, then the Fair Board can assess to project committee a fee up to \$125 per area for any cleaning or items that need to be put away. This will be addressed at the July Fair Board meeting, where any committee or Extension Office can come to the meeting to rebuttal the claim.	Fair Board, Extension, Project Committees, Youth Programs
Set-up of livestock areas	Project Committees, 4-H families, FFA families
Tear-down of livestock areas	Project Committees, 4-H families, FFA families

Clean-up of areas, minus restrooms

Project Committees, 4-H families,
FFA families

MANURE REMOVAL

Furnish spreaders by
Cleaning of stalls & pens
Final Inspection of stalls & pens
Hauling of Manure by

Fair Board
4-H & FFA Members
Project Committees
Project Committees & Fair Board

WATERING OF GROUNDS

Horse show ring water and disk, when needed.
Driveways for dust control by

Fair Board
Fair Board

LIGHTING & ELECTRICAL

Inspection of all Fans, Motors, Extension
Cords, Blow Dryers, Clippers, Lighting, Building
Wiring, & Portable Generators

Fair Board & Project Committees

CAMPING

All camping arrangements made with
Camping Fees collected by
Furnish one Extension Camping spot at
Association Member Rates (Confirmed by April
1st)
No youth camping without Adults
No open fires allowed on fair grounds
Specific camping regulations set by

Fair Board
Fair Board
Fair Board
Fair Board
Fair Board
Fair Board

PICNIC TABLES

Provided by
Trash Cans & Liners
Trash Removal

Fair Board
Fair Board
Fair Board

YOUTH COUNCIL FOOD BOOTH – DENNY'S DREAM

Owned by
Outside door Keys maintained by
Door Code maintained by
Equipment Keys maintained by

Inside, including equipment, Maintained by

Winterization by first weekend November
De-winterization by April 1st
Outside building & cement maintained by
Brick pathway & donor bricks maintained by
Donations for bricks maintained by
Landscaping maintained by
Electricity paid by

Fair Board
Fair Board & Youth Council Advisors
Youth Council Advisors
4-H Youth Council & Extension
Council
4-H Youth Council & Extension
Council
Fair Board
Fair Board
Fair Board
4-H Youth Council
4-H Youth Council
Fair Board
Fair Board

Water paid by	Fair Board
Equipment Owned by	Extension Council
Approval of additional items purchased for booth by	Extension Council
Spring & Fall Inventory list created & maintained by	4-H Youth Council
Spring & Fall Inventory list submitted to Extension Council by	4-H Youth Council
Reservations & rentals submitted online via Fair Board website form	Youth Council, Livestock Committees, 4-H Clubs, Extension Council, Fair Board
Reservations & Kitchen rentals approved by	Fair Board (1 st) & Youth Council (2 nd)
Fee collected for rental by	Fair Board
Fee for non 4-H related rental set by	Fair Board
Rental checklist provided for rental to fair board by	4-H Youth Council
Walk through to verify damage after all rentals	Fair Board
Rental of the Youth Council Food Booth for 4-H related events:	Fair Board & Extension
<p>If the public is invited to the event and it is for profit, a fee of \$75 will be paid to the Fair Board. If it is a 4-H not profit-making event, etc. no fee will be charged.</p> <p>Youth Council will not be assessed any fees to use the building, however, other fees may be assessed for additional use of grounds on money making events.</p>	
Communication to youth council about rentals by	Fair Board
Priority food stand use by	4-H Youth Council
Blackout Dates for Youth Council	4-H Youth Council
<ul style="list-style-type: none"> • 2 Weeks Prior to County Fair • Week of Fair • 1 Week After County Fair 	
Youth Council submit blackout dates to fair board by October 15 th for following year	4-H Youth Council
4-H Picnic Tables Owned by	Extension Council
4-H Picnic Tables maintained by	4-H Youth Council
Food Permit & Liability	4-H Youth Council
Health Department Safety Inspection Cures	4-H Youth Council
Food Purchased by	4-H Youth Council
Denny's Dream Signage owned by	4-H Youth Council
Building Number Signage owned by	Fair Board
Price of products sold by	4-H Youth Council
Fair week menu submitted to vendor manager by April 1 st	4-H Youth Council
Fair week menu approved by May 1 st	Fair Board
Fair week hours of operation submitted to CYC by February 1 st	4-H Youth Council
Fair week hours approved at February meeting	Fair Board

by	
Approval of updates to building by	4-H Youth Council & Fair Board
Capital improvement requests submitted by	4-H Youth Council
September 1st to Fair board by	
Staffing of food stand during fair week	4-H Youth Council
Garbage Disposal by	Fair Board & 4-H Youth Council
Provide a clean and orderly kitchen area to be	
rented out by the Fair Board	Youth Council
Rental walk through by one day before key is	
given to renter and verify damage within 12	Youth Council
hours of conclusion of rental	
Provide copy of rental checklist to Fair Board	Youth Council
Report to Youth Council on how many times	Fair Board
the building is rented between April 1 st and	
November 1 st yearly	
Rental report requests made to Fair Board	Youth Council
Rental Manager	

COMMERCIAL EXHIBITORS

Booking by	Fair Board
Fees, Locations, & Contracts	Fair Board
Insurance by	Exhibitor

FOOD VENDORS

Booking by	Fair Board
Fees, Locations, & Contracts	Fair Board
Food Health Permit	Vendor
Insurance by	Vendor

Cookout & Opening Program

Food or voucher is paid by	Fair Board
Supplies (Paper products, beverages)	Fair Board
Meal tickets/vouchers provided to 4-H & FFA	
members and 4-H Volunteers	Extension
Price of meal determined by	Fair Board
Collecting Money & meal tickets by	Fair Board
4-H Leaders & FFA Advisors meals paid by	Youth Programs
4-H Volunteers meals paid by	Youth Programs
4-H & FFA Members meals paid by	Fair Board
Items for printed program provided to	Fair Board
Extension by June 1st	
Printed program design & printing	Extension
Presentation of Flag	Extension, 4-H & FFA Exhibitors
Announcement of 4-H Youth Council	4-H Youth Council
Scholarships	
Iowa 4-H Hall of Fame Nomination &	
Announcement	Extension
Fair Board Remarks & Awards	Fair Board

Senior 4-H Member Recognition
Entertainment

Extension
Fair Board

**USE OF FAIRGROUNDS by 4-H, FFA,
Extension (OUTSIDE FAIR WEEK)**

Scheduling 4-H & FFA Events throughout the
year

Contact Rental Manager

Emergency plan provided by

Fair Board

LDM usage fee: If the public is invited to the event
and it is for profit a fee of \$150 is assessed. If it is a
4-H not for profit event, etc., no fee will be charged

Fair Board

RISK MANAGEMENT DURING FAIR

Emergency Plan Creation by

Fair Board

Exchange of Emergency on Fairgrounds

Emergency Personnel, Fair Board,
Extension, & FFA Advisor

Contact list

Fair Board, Extension, FFA Advisor

Communication of Emergency Plan

Fair Board

Biosecurity Planning & Mitigation

Extension, Project Committee, Fair
Board

Livestock Biosecurity Decisions

Right to Protest set by

Fair Board

To address protesters and activists

Fair Board, Extension, & FFA Advisor

Table Top or Mock Exercise Attended by

Fair Board & Extension

VOLUNTEERS

4-H Volunteer Background Checks by

Extension

FFA Volunteer Background Checks by

School Boards

4-H & FFA Livestock Show volunteer
recruitment by

Extension & Project Committees

4-H Volunteer responsibilities set by

Extension

FFA Volunteer responsibilities set by

FFA Advisor

Fair Volunteers recruited by

Fair Board

Fair Volunteer responsibilities set by

Fair Board

Fair Volunteer background screening by

Fair Board

PARTICIPATION

4-H & FFA Participation Eligibility set by

Extension, Youth Programs, Project
Committees, & FFA Advisor

4-H & FFA Entry process set by

Extension

4-H & FFA Livestock Show Rules set by

Extension, Youth Programs, FFA
Advisor & Project Committees

4-H & FFA Static & Communication Rules set
by

Extension & FFA Advisors

Market Animal Weigh-In Dates set by

Extension & Project Committee

Fair Veterinarian secured and compensated by

Fair Board

FAIR GROUNDS IMPROVEMENTS

Should be identified by the Project Committees, Extension, and the Fair Board (buildings and grounds committee), then referred to the Fair Board to be prioritized in their overall work schedule. All major improvements must be submitted annually to the Fair Board by August 1st for the following year's

improvements. Buildings and Grounds Committee will provide yearly update to 4-H Families showcasing improvements to the grounds from previous year.

FAIR PREPARATION DAYS

Includes the following: Fair Board Members, Associate Members, Volunteers, Project Committee Members, Extension Staff, and 4-H and FFA members and leaders.

Any other questions not addressed herein shall be directed to The Linn County Fair Board, Linn County Extension, School Board, FFA Advisors or Project Committee.



Fundraising Request Form

Forms should be submitted to the Business Office per the following deadlines

Request Form Due	Board Approval Date	Fundraiser Start Date
First day of school for fundraisers occurring from October 1 st thru December 31 st	First meeting in September	Fundraisers should NOT start until the day immediately following board approval
Last day of school before Thanksgiving break for fundraisers occurring from January 1 st thru March 31 st	December meeting	
By February 15 th for fundraisers occurring from April 1 st thru May 31 st	March meeting	
By April 15 th for fundraisers occurring from June 1 st thru September 30 th	First meeting in May	

REMINDERS: All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Building Name: LnHS Sponsoring Group: Amnesty International
 Contact Name: Melissa Feilmeier-Marcen Contact Phone: 200-1535
 Contact Email: melissa.marcen@linnmar.k12.ia.us District Account Code: 21.0109.1900.950.7416.001790

Description of Fundraising Activity (All information is required for the request to be considered)
 Fundraising Activity: Disabled Veterans - Veterans Field of Flaps
 Activity Start/End Dates: Aug - Nov 11, 2024 Estimated Proceeds: \$1000
 Purpose/Use of Funds Raised (Must be specific): Donate to Disabled Veterans of America

Administrator Approval:
 I approve that this request is necessary to provide funds for the purposes described above.
 Building Administrator's Signature: Zach M... Date: 5/30/24

Business Office and Board Review/Approval:
 Business Office Review/Approval: [Signature] Date: 6/4/24
 Board Review/Approval: _____ Date: _____

Summary Due Date: _____