



**Proclamation in Honor of
Teacher Appreciation Week
(May 6-10, 2024)**

Whereas, May 6th through May 10th has been declared as Teacher Appreciation Week by the President of the United States, and

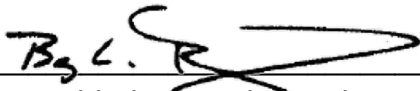
Whereas, teachers are patient, hard-working, dedicated, and educated professionals that mold the lives of all students in a positive direction through guidance and education to *Inspire Learning...Unlock Potential...Empower Achievement*; and

Whereas, teachers spend countless hours preparing lessons, evaluating progress, counseling students and families, and providing their time and talents to the community by educating its students; and

Whereas, teachers work together as teams, with other educational leaders, with students, and with Linn-Mar administrators to build a strong curriculum and support system for the students and families of the Linn-Mar Community School District to ensure educational success for all; therefore

Be it Proclaimed, that the Linn-Mar Community School District proclaims May 6-10, 2024, as Teacher Appreciation Week; and be it also

Proclaimed, that the Linn-Mar Board of Directors encourages all members of the Linn-Mar community to express their appreciation for the dedication and service that Linn-Mar teachers offer daily to the educational and personal success of all students.



Barry Buchholz, Board President

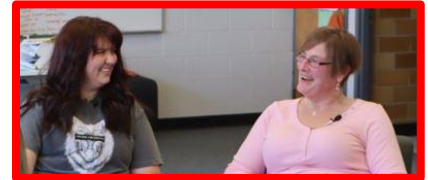
May 6, 2024

Date

WE ARE LINN-MAR[®]

District Honors & Highlights - May 6, 2024

Teacher Highlight: Congratulations to Kathleen Kelley, Linn-Mar High School English Teacher, for being honored by Kelsey Leign, a LM graduate, in a feature on KCRG. [Click here for the story](#)



Girls Soccer Highlight: Congratulations to LM Girls Soccer for recently beating West High putting their season record at 9-3.

Student Highlight: Kudos to Addie Gralund, a Junior at Linn-Mar High School, for the work she is doing to raise awareness of heart disease. Abbie was featured on KGAN Iowa News Now as they interviewed the co-chair of the American Heart Association's Corridor Heart Walk being hosted at Kinnick Stadium on May 4th. [Click here for the full story](#)



Special Olympics Highlight: Kudos to all of the students that participated in the Day of Play (aka Junior Special Olympics) at Linn Grove on April 30th. Special Olympics Young Athletes is a sports and play program for children with and without special education services, ages 2-7. The students participated in 11 different activities, representing 11 different sports offered by the Special Olympics. The program helps increase strength and coordination for sports, while introducing them to group play, cooperation, and awareness of rules.

SODA/TRY Honors: Congratulations to all of the Linn-Mar High School SODA/TRY students that were honored at the Marion Rotary Club's 32nd annual celebration luncheon on April 30th. This annual event promotes student leadership and healthy lifestyles. The officers from Student Opposed to Drugs and Alcohol (SODA) and Teens Reaching Youth (TRY) from Linn-Mar were recognized along with Marion High School leaders. Mayor Nick AbouAssaly, KCRG News Anchor Beth Malicki, and Tom Daubs, Marion Police Officer/LM SRO Officer, delivered messages of praise and inspiration to the award recipients, their families, district leaders, and the Rotary members.



ITEMS TO INCLUDE ON AGENDA

LINN-MAR COMMUNITY SCHOOL DISTRICT

Approximately \$20,200,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2024

- Consideration of sealed bids opened and reviewed by the Superintendent of Schools, Secretary of the Board, and the Municipal Advisor.
- Resolution Directing the Sale

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL DISTRICT.

May 6, 2024

The Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, met in _____ session, in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, at 5:00 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

This is the time and place for the sale of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2024. The bids were previously received and opened by the Superintendent of Schools, Secretary of the Board, and the Municipal Advisor at a meeting held in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, at 1:00 P.M. on this date. The following bid was determined by the Superintendent, Secretary of the Board, and Municipal Advisor as the best bid received.

Director _____ introduced the following Resolution and moved its adoption. Director _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

RESOLUTION DIRECTING THE SALE OF \$_____ SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS,
SERIES 2024

WHEREAS, bids have been received at public sale for the Bonds and evaluated; and the best bid was determined:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT:

Section 1. That the bid for the Bonds was determined by the Superintendent of Schools, Secretary of the Board, and the Municipal Advisor to be the best and most favorable bid received. Bonds are awarded, based on the following bid:

Bidder: _____ of _____

Purchase Price: \$ _____

Net Interest Cost: \$ _____

True Interest Cost: _____%

Section 2. That the form of contract for the sale of the Bonds is approved and the President and Secretary are authorized and directed to execute the contract for sale of the Bonds on behalf of the School District.

Section 3. That all acts of the Superintendent of Schools, Secretary of the Board, and Municipal Advisor done in furtherance of the sale of the Bonds are ratified and approved.

PASSED AND APPROVED this 6th day of May, 2024.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

(Please attach executed copy of winning bid.)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned Secretary of the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2024.

Secretary of the Board of Directors of the
Linn-Mar Community School District



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

Minneapolis

323 N. Washington Avenue Ste. 200
Minneapolis, Minnesota 55401
(612) 468-6851

opnarchitects.com

May 1, 2024

Jon Galbraith, Chief Financial/Operating Officer
Linn-Mar Community School District
2999 N. Tenth Street
Marion, Iowa 52302

RE: Bid Recommendation for HS Extension Renovation (23279000)

Jon: We are pleased to report the results of bidding for the construction of the HS Extension Renovation project at the existing LRC building. On Tuesday, April 30, we received six bids for the project. The low bidder on the project was Unzeitig Construction of Cedar Rapids, Iowa. You can review the specifics of the bid results on the attached bid tab. Five of the six bids were less than the estimated amount of \$1.6 million and the range for those bids was just over \$300,000.

After review of the bids, we recommend that the Linn-Mar School Board accept the following bid as outlined below:

General Contract:	
Unzeitig Construction	
Base Bid	\$ 1,085,000.00

Upon direction from the board, OPN will prepare a letter to proceed for Unzeitig Construction and contracts between the district and the contractor.

Thank you for the opportunity to serve the Linn-Mar Community School District.

OPN ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read 'Susan Bowersox'.

Susan Bowersox, AIA
Senior Project Architect

Attachments: Bid Tabulations

cc: Andy Parke, Linn-Mar Community School District
Roger Worm, OPN Architects



BID TABULATION
April 30, 2024

Linn-Mar HS Extension Renovation
23279000
Linn-Mar CSD
Marion, IA

General Contractors	<i>Bid Bond</i>	<i>Bidder Status</i>	<i>Authority to conduct</i>	<i>Add. No. 1</i>	<i>Base Bid</i>
Budget \$1.6m					
Garling Construction <i>Belle Plaine</i>	X	X	X	X	\$1,379,000
Larson Construction <i>Independence</i>	X	X	X	X	\$1,843,000
McComas Lacina Construction <i>Iowa City</i>	X	X	X	X	\$1,337,000
Point Builders <i>Davenport</i>	X	X	X	X	\$1,173,000
Tricon Construction <i>Dubuque</i>	X	X	X	X	\$1,404,000
Unzeitig Construction <i>Cedar Rapids</i>	X	X	X	X	\$1,085,000

**Fundraising Requests
May 6, 2024**

Exhibit 704.1

Sponsoring Group	Activity	Contact	Start Date	End Date	Est. Profit	Purpose of Funds
Bowman Woods	Apparel Sale	S. Krause	8/5/2024	8/30/2024	\$1,700.00	art room supplies
Westfield	Apparel Sale	M. Brandt	9/17/2024	11/29/2024	\$1,500.00	essentials class supplies
	Square 1 Art	M. Brandt	12/10/2024	2/28/2025	\$2,000.00	essentials class supplies
Athletic Department	Food Sale	M. Schwartz	08/01/24	6/30/25	\$1,000.00	training room equipment, supplies
	Apparel Sale	J. Lehman	10/07/24	11/1/24	\$500.00	weight room equipment, supplies
Cheer	Poster	E. Taylor	08/01/24	8/30/24	\$3,000.00	registration fees, uniforms, equipment
	Youth Clinic	E. Taylor	10/26/24	10/26/24	\$1,000.00	choreographer, music, judges
Cross Country - Boys	Poster	K. Hoffman	08/01/24	8/30/24	\$2,000.00	uniforms, tent walls
Cross Country - Girls	Poster	E. Burmeister	08/01/24	9/30/24	\$2,000.00	equipment, meet supplies, uniforms
Football	Apparel Sale	T. Lovell	06/01/24	10/31/24	\$2,500.00	equipment: iPad
	Gold Cards	T. Lovell	08/01/24	8/30/24	\$30,000.00	equipment, coach stipends
	Youth League	T. Lovell	08/01/24	10/31/24	\$10,000.00	headsets
FBLA	Concessions	B. Schult	08/31/24	6/28/25	\$12,000.00	registration, accommodations
	Sponsorships	B. Schult	09/01/24	12/15/24	\$2,000.00	registration, accommodations
HOSA	Concessions	C. Lechner	09/01/24	3/31/25	\$2,500.00	conference entry costs
Mental Health Matters	Suicide Prevention Night	J. Deahl	09/01/24	10/11/24	\$1,000.00	donation to local organization
Student Council	Homecoming Dance	K. Blakely	09/28/24	9/28/24	\$9,000.00	program activity costs



INSPIRE LEARNING.
UNLOCK POTENTIAL.
EMPOWER ACHIEVEMENT.

SCHOOL BOARD MINUTES APRIL 22, 2024

[Click here for YouTube livestream](#)

100: CALL TO ORDER & DETERMINATION OF A QUORUM

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

200: ADOPTION OF AGENDA – *Motion 173-04-22*

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

300: PUBLIC HEARING *Refer to Exhibits 701.1-2*

(Strategic Plan Priorities 1.0)

A public hearing was held regarding the proposed budget for fiscal year 2024-25. No comments were received.

400: SPECIAL RECOGNITIONS

401: LIONS/Volunteer Award Recipients

Karla Christian, Chief Human Resources Officer, and Angela Burke, Community Relations Coordinator, will introduce the recipients of this year's LIONS and Volunteer Awards.

- **LIONS Award Recipients:**
 - Legend: Kim Buelt
 - Innovator: Tracy Gettemy
 - Optimizers: Heather Jordan and Lindsey Starmer
 - Newcomers: Angela Burke & Hillary Hunter
 - Service: Deb Bundy
 - Lion Pride: Broc Galbreath
 - Shirley Pantini: Amy Stevens
- **Volunteer Award Recipients**
 - Above & Beyond: Tabitha Lightfoot
 - Making a Difference: Margean Gardner
 - Unsung Hero: Diane Bean

402: School Board Recognition Month – Exhibit 402.1

Superintendent Kortemeyer read a proclamation recognizing the month of May as School Board Recognition Month and awarded each board member a certificate from the Iowa Association of School Boards (IASB).

500: AUDIENCE COMMUNICATIONS

(Strategic Plan Priorities 1.0)

No comments were received.

600: INFORMATIONAL REPORTS/UPDATES/DISCUSSIONS

601: Finance/Audit Committee

(Strategic Plan Priority 1.0; Board Goal 1.c)

Buchholz, Morey, and Foss reported that during the April 9th F/AC meeting the proposed FY25 budget and ongoing facilities projects were reviewed.

602: Board Visit

The board reported they enjoyed the seeing the students and staff excited about learning, receiving all the data presented, and seeing science in action with the construction of various roller coasters during their visit to Excelsior Middle School on April 11th.

603: Venture Academics Advisory

(Strategic Plan Priority 2.0; Board Goal 2.c)

Morey and Walker reported that during the April 18th Venture Academics Advisory meeting a report was given on the process of the students naming Coopers Creek, the creation of new learning strands, and enrollment trends for the program.

604: Marion City Council

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

No report was given on the April 18th Marion City Council meeting.

605: Legislative Update

(Board Goal 3.c)

Morey and Walker provided a handout to the board and reviewed the bills that had passed or were added to unfinished business during the recently closed legislative session.

606: Superintendent's Update – Exhibit 606.1

Superintendent Kortemeyer shared several student highlights and honors, highlighted several personnel items and calendar events, and reported on the ongoing construction projects.

700: UNFINISHED BUSINESS

701: Approval of FY25 Budget – Exhibits 701.1-2

(Strategic Plan Priority 1.0; Board Goal 1.c)

Jon Galbraith, Chief Financial/Operating Officer, reported on the proposed budget for fiscal year 2024-25 including information on the proposed tax notice, purposes of the certified budget, the proposed FY25 tax rate, certified enrollment trends, TQSA, and a review of the various funds.

MOTION by Foss to approve the proposed budget for fiscal year 2024-25 as presented. Second by Thomas. Voice vote, all ayes. Motion carried. – **Motion 174-04-22**

702: Budget Guarantee Resolution – Exhibit 702.1 – Motion 175-04-22

MOTION by Morey to approve the budget guarantee resolution to levy property taxes for fiscal year 2024-2025, for the regular program budget adjustment as allowed under Iowa Code, Section 257.14. Second by Lowe Lancaster. Roll call vote, all ayes. Motion carried.

703: Approval of Bond Resolution – Exhibit 703.1 – Motion 176-04-22

MOTION by Thomas to approve the resolution fixing the date of sale of approximately \$20,200,000 School Infrastructure Sales, Services, and Use Tax Revenue bonds, Series 2024; approving electronic bidding procedures; and approving the official statement. Second by Walker. Roll call vote, all ayes. Motion carried.

800: NEW BUSINESS

801: Open Enrollment Requests – Motion 177-04-22

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

Approved IN	Student Name	Grade	Resident District
	Graham, Matthew	3	Marion Independent
	Graham, Summer	1	Marion Independent

Denied IN	Student Name	Grade	Resident District
	Bowman, KynLee	PK	Cedar Rapids CSD

900: CONSENT AGENDA – Motion 178-04-22

MOTION by Walker to approve the consent agenda as presented. Second by Lowe Lancaster. The board thanked the retirees for their service and celebrated the re-hiring of several staff members that were part of the RIF process. Voice vote, all ayes. Motion carried.

901: Personnel

Certified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Barker, Caleb	HP: PE Teacher	8/13/24	BA, Step 2
Dupree, Whitney	HS: Science Teacher	8/13/24	MA, Step 1
Parker, Abbie	HS: Associate Principal	7/1/24	\$100,000/year

Certified Staff: Resignations

Name	Assignment	Dept Action	Reason
Edinger, Haley	EH: Student Support Services Teacher	5/31/24	Other employment
March, Tina	BW: Principal	6/30/24	Early Separation
Miner, Brittany	WE: Student Support Services Teacher	5/31/24	Other employment
Read, Bob	LRC: Associate Superintendent	6/30/24	Early Separation
Smith, Sean	IC: Instructional Coach	5/31/24	Other employment

Classified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Boddicker, Grant	NE: TPRA Student Support Associate	4/8/24	\$12.00/hour

Name	Assignment	Dept Action	Salary Placement
Birely, Julie	HS: From Media Asst to Student Support Assoc	8/19/24	LMSEAA II, Step 5
Forbes-Wilson, Caitlin	NS: HP Cashier/General Help	4/4/24	PTNS, Step 1
Gericke, Joyce	BP: From Custodian to NS Lead Cook	5/1/24	SEIU A, Step 1
Goerdts, Nicole	HS: 11/12 Building Secretary	4/8/24	LMSEAA IV, Step 1
Hasan, Rania	AC: Aquatic Instructor	4/15/24	\$12.00/hour
Leonardson, Tracy	NS: HP Cashier/General Help	4/15/24	PTNS, Step 1+.25
Schinke, Deana	From IC Gen Ed Asst to BW EC Paraprofessional	4/15/24	LMSEAA V, Step 15
Spencer, Catherine	WE: From Gen Ed Asst to Paraprofessional	8/19/24	LMSEAA V, Step 11

Classified Staff: Resignations

Name	Assignment	Dept Action	Reason
Banowitz, Cindy	NS: HS General Help	5/30/24	Retirement
Eiler, Lisa	NS: EX General Help/Lead Cook	5/30/24	Retirement
Forbes-Wilson, Caitlin	NS: HP Cashier/General Help	4/4/24	Termination
Fry, Kevin	LRC: Communications Coordinator	5/31/24	Retirement
Loecke, Samantha	WE: Student Support Associate	5/30/24	Other employment
Navarro, Gleidi	NS: HS General Help	4/5/24	Personal
Schuur, Dayna	EH: Student Support Associate	4/26/24	Other employment
Williams, Lisa	NS: WE General Help	4/11/24	Other employment

Co/Extracurricular Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Callahan, Megan	HS: Show Choir Prep	4/11/24	\$1,349
Goslar, Christine	EH: STEM Club Sponsor	4/8/24	\$150
Gotto, Ryan	HS: .5 JV/.5 Head Varsity Boys Wrestling Coach	8/1/24	\$7,321.50
Hamilton, Kandice	EH: STEM Club Sponsor	4/8/24	\$150
Kash, Katy	EH: STEM Club Sponsor	4/8/24	\$150
Masters, Janet	EH: STEM Club Sponsor	4/8/24	\$150
Merulla, Katie	EH: STEM Club Sponsor	4/8/24	\$150
Symmonds, Mary	EH: STEM Club Sponsor	4/8/24	\$150
Westpfahl, Beau	HS: .5 JV/.5 Head Varsity Boys Wrestling Coach	8/1/24	\$7,321.50

Co/Extra-Curricular Staff: Resignations

Name	Assignment	Dept Action	Reason
Geers, Mike	HS: Head Varsity Girls Wrestling Coach	4/9/24	Personal
Holub, Kevin	BP: Student Support Associate	4/5/24	Termination
Kelley, Tyler	HS: Asst 10 th Gr Boys Basketball Coach	4/4/24	Personal
Poellet, Luke	HS: Assistant Musical Director	4/11/24	Personal

902: Approval of April 8th Board Minutes – Exhibit 902.1

903: Approval of Bills/Warrants – Exhibit 903.1

904: Approval of Contracts/Agreements – Exhibits 904.1-3

1. Northwestern College student teaching agreement for 2024-25
2. Midwest Alarm Services for LMHS extension renovation project
3. Peak Construction change order #9 regarding new administration building

905: Overnight Trip Requests – Exhibits 905.1-3

1. Varsity Volleyball to attend training camp in Lexington, KY (July 12-14)
2. LMHS Show Choir to attend invitational in Chesterton, IN (Feb 14-16)
3. Varsity Boys Basketball to attend Midwest Classic in La Crosse, WI (Jan 17-19)

906: Fundraising Request – Exhibit 906.1

1. LM Volleyball to host youth camps to raise funds for equipment, uniforms, etc.

907: Informational Financial Reports – Exhibits 907.1-2

1. School Finance and Cash Balance Reports as of March 31, 2023
2. School Finance and Cash Balance Reports as of March 31, 2024

908: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and Policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *Items for sale: Bridgeport milling machine model 7347 (Qty 1), Powermatic 15" drill press model 1150 (Qty 1), and a Rockwell delta vertical milling machine model 21-100 (Qty 1).*

1000: BOARD CALENDAR & COMMUNICATIONS

1001: Board Calendar & Communications

Buchholz highlighted the earlier ribbon cutting ceremony for the new performance arts center and clarified that there is plenty of room on the site for the new facility. Morey congratulated three Linn-Mar graduates for performing lead roles during their freshman year in the recent opera at Drake University.

Date	Time	Event	Location
Apr 25	9:00 AM	Board Visit	Bowman Woods Elem
Apr 25	4:00 PM	School Improvement Advisory Committee (SIAC)	Boardroom
Date	Time	Event	Location
May 6	5:00 PM	Board Meeting	Boardroom
<i>May 6</i>	<i>7:00 PM</i>	<i>Senior Recognition Night</i>	<i>LMHS Auditorium</i>
<i>May 8</i>	<i>5:15 PM</i>	<i>LIONS/Volunteer Awards</i>	<i>Boardroom</i>
May 9	9:00 AM	Board Visit	Novak Elementary
May 9	5:30 PM	Marion City Council (<i>Buchholz</i>)	City Hall
May 13	5:00 PM	Diversity/Equity/Inclusion Committee (DEI)	Boardroom
May 16	8:30 AM	Finance/Audit Committee (F/AC)	LRC Room 5
May 20	5:00 PM	Board Meeting/Closed Session	Boardroom
<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>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	City Hall
June 10	5:00 PM	Board Meeting	TBD
<i>June 19</i>	--	<i>District Closed – Juneteenth Holiday</i>	<i>Districtwide</i>
June 20	5:30 PM	Marion City Council	City Hall
Date	Time	Event	Location
<i>July 4</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	City Hall

1002: 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

1100: ADJOURNMENT – Motion 179-04-22

MOTION by Walker to adjourn the meeting at 6:21 PM. Second by Thomas. 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: 04/18/2024 - 05/01/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
BMO MASTERCARD	DUES AND FEES	\$351.00
BMO MASTERCARD	GENERAL SUPPLIES	\$744.58
BMO MASTERCARD	STAFF TRAVEL	\$61.90
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$7,406.07
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$204.86
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$875.88
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$204.86
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$875.88
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$479.28
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$642.70
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$964.55
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.86
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12.20
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$624.51
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$201.64
Fund Total:		\$13,743.67
Fund: DEBT SERVICE		
FACTSET RESEARCH SYSTEMS INC	OTHER PROFESSIONAL SERVICES	\$625.00
UMB BANK, N.A.	INTEREST	\$1,158,950.00
UMB BANK, N.A.	PRINCIPAL REDEMPTION	\$3,110,000.00
Fund Total:		\$4,269,575.00
Fund: GENERAL		
AAA PEST CONTROL	Pest Control	\$1,100.00
ADVANTAGE ARCHIVES, LLC	GENERAL SUPPLIES	\$421.82
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$789.20
ALLIANT ENERGY	ELECTRICITY	\$85,590.10
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$20,598.32
ASIFLEX	EE LIAB-FLEX DEP CARE	\$21,348.46
ASIFLEX	EE LIAB-FLEX HEALTH	\$14,370.03
BASEPOINT BUILDING AUTOMATIONS	REPAIR/MAINT SERVICE	\$287.50
BECKER MARK	MISC REVENUE	\$3.00
BMO MASTERCARD	COMP/TECH HARDWARE	\$1,099.99
BMO MASTERCARD	COMPUTER SOFTWARE	\$65.99
BMO MASTERCARD	DATA PROCESSING AND	\$556.20
BMO MASTERCARD	DUES AND FEES	\$1,087.83
BMO MASTERCARD	ELECTRICAL SUPPLY	\$360.48
BMO MASTERCARD	EQUIPMENT REPAIR	\$153.76
BMO MASTERCARD	GARBAGE COLLECTION	\$9,495.69
BMO MASTERCARD	GENERAL SUPPLIES	\$6,379.69
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$22,921.26
BMO MASTERCARD	LIBRARY BOOKS	\$2,139.20
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$1,671.65
BMO MASTERCARD	OTHER PROFESSIONAL SERVICES	\$653.83

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 04/18/2024 - 05/01/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
BMO MASTERCARD	OTHER TECH SER	\$462.00
BMO MASTERCARD	PROF SERV: EDUCATION	\$275.00
BMO MASTERCARD	Professional Educational Services	\$110.00
BMO MASTERCARD	STAFF TRAVEL	\$11,612.00
BMO MASTERCARD	STAFF WORKSH/CONF	\$730.00
BRECKE	REPAIR/MAINT SERVICE	\$3,761.28
CAPITAL ONE	GENERAL SUPPLIES	\$538.50
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$211.58
CEDAR RAPIDS TIRE	REPAIR PARTS	\$274.38
CHARLES MALO	OFFICIAL/JUDGE	\$70.00
COLLECTION	EE LIAB-GARNISHMENTS	\$1,952.99
CONKLIN SCOTT	Professional Educational Services	\$500.00
COPY SYSTEMS INC	PRE-PAID	\$637.52
COPY SYSTEMS INC	REPAIR/MAINT SERVICE	\$176.37
CRISIS PREVENTION INSTITUTE INC	PROF SERV: EDUCATION	\$200.00
D & K PRODUCTS	GROUNDS UPKEEP	\$520.00
DONOVAN GROUP I	OTHER PROFESSIONAL SERVICES	\$3,000.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,423,537.31
FERNANDEZ JUAN	OFFICIAL/JUDGE	\$70.00
FESTIVAL FUN PARKS LLC DBA ADVENTURELAND	DUES AND FEES	\$7,785.64
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$20.06
GASWAY CO, J P	GENERAL SUPPLIES	\$4,909.30
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$319.31
GRANT WOOD AEA	GENERAL SUPPLIES	\$5.75
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$88,746.53
HAWKEYE FIRE & SAFETY COMPANY	OTHER PROFESSIONAL SERVICES	\$555.00
HERFF JONES	GENERAL SUPPLIES	\$2,501.39
HOME GROWN PETS INC	INSTRUCTIONAL SUPPLIES	\$424.18
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$68,577.54
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$293,227.97
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$68,577.54
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$293,227.97
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$367,710.87
INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$898.80
INTERSTATE BILLING SERVICE	GENERAL SUPPLIES	\$106.13
INVOLTA	OTHER TECH SER	\$109.20
IOWA CHORAL DIRECTORS ASSN.	INSTRUCTIONAL SUPPLIES	\$28.00
IOWA CITY COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$1,229.95
IOWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$100.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$359,186.12
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$539,065.10
IOWA SHARES	EE LIAB-CHARITY	\$23.00
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$368.02
LA SALLE UNIVERSITY	STAFF WORKSH/CONF	\$895.50
LAWSON PRODUCTS, INC	MAINTENANCE SUPPLIES	\$187.86

Linn-Mar Community School District

IA- Warrants Paid Listing

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Date Range: 04/18/2024 - 05/01/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
LINN CO-OP OIL	DIESEL	\$18,155.00
LINN CO-OP OIL	GASOLINE	\$5,980.20
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$279.53
LINN COUNTY TREASURER-12246	GENERAL SUPPLIES	\$300.00
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$250.00
LOGISTICS RECYCLING INC	OTHER PROFESSIONAL SERVICES	\$618.64
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$44.17
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,709.89
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,305.40
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$240.00)
MARCO TECHNOLOGIES, LLC	Copies	\$6,315.18
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$59.76
MEDIACOM	TELEPHONE	\$306.54
MENARDS -13127	GENERAL SUPPLIES	\$1,554.31
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$609,068.67
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	(\$130.12)
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,580.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$39,258.24
MID AMERICAN ENERGY	NATURAL GAS	\$5,721.63
MOHWINKLE BRAD	OFFICIAL/JUDGE	\$70.00
ORKIN PEST CONTROL	OTHER PROFESSIONAL SERVICES	\$405.00
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	INSTRUCTIONAL SUPPLIES	\$247.20
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$133.60
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$150.72
POOL TECH, A WGK INC, COMPANY	GENERAL SUPPLIES	\$4,519.84
PUSH-PEDAL-PULL	OTHER PROFESSIONAL SERVICES	\$550.00
RAPIDS WHOLESALE EQUIP CO	HEAT/PLUMBING SUPPLY	\$206.00
ROTO-ROOTER	OTHER PROFESSIONAL SERVICES	\$320.00
RUBIN COREY	STUDENT FEES	\$98.00
SCHIMBERG	HEAT/PLUMBING SUPPLY	\$1,104.53
SCHOOL MATE	INSTRUCTIONAL SUPPLIES	\$656.00
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$376.55
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$5,451.05
SOMOLINOS BRAVO RAMON	OFFICIAL/JUDGE	\$70.00
SOTO BLAKE	OFFICIAL/JUDGE	\$70.00
STEGER GARY	OFFICIAL/JUDGE	\$70.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,049.00
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$480.00
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$637.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$161,767.11
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$120.00
UNIVERSITY OF NORTHERN IOWA	TUITION COLLEGE/UNIV	\$750.00
VERIZON WIRELESS	TELEPHONE	\$163.51
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$83,124.23
WALSH DOOR & HARDWARE	GENERAL SUPPLIES	\$325.00

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

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Vendor Name	Description	Check Total
WELCH JONATHAN	Professional Educational Services	\$500.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$861.63
Fund Total:		\$6,739,932.67
Fund: LOCAL OPT SALES TAX		
IMON COMMUNICATIONS LLC	COMP/TECH HARDWARE	\$18,371.65
PHELANS INTERIORS	FURNITURE & FIXTURES	\$13,964.61
RIVERSIDE TECHNOLOGIES, INC	COMP/TECH HARDWARE	\$872.00
Fund Total:		\$33,208.26
Fund: NUTRITION SERVICES		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$664.72
BMO MASTERCARD	PURCHASE FOOD	\$14.94
BMO MASTERCARD	STAFF TRAVEL	\$175.86
COBB KEVIN	UNEARNED REVENUE	\$99.65
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$53,895.25
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,034.30
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,422.58
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,034.30
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,422.58
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$2,439.74
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$10,308.47
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$15,470.79
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$167.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$177.27
MARCO TECHNOLOGIES, LLC	Copies	\$3.84
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$21,395.74
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$52.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1,103.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00
Fund Total:		\$117,102.53
Fund: PHY PLANT & EQ LEVY		
CEDAR RAPIDS WINSUPPLY PLUMBING CO	BLDG. CONST SUPPLIES	\$9,309.97
CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
JOHNSON CONTROLS	HEAT/PLUMBING SUPPLY	\$7,377.24
MIDWEST ALARM SERVICES	CONSTRUCTION SERV	\$3,270.86
RAPIDS WHOLESALE EQUIP CO	FURNITURE & FIXTURES	\$3,696.00
SETPOINT MECHANICAL SERVICES	CONSTRUCTION SERV	\$6,181.95
Fund Total:		\$35,711.02
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

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 04/18/2024 - 05/01/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
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
Fund Total:		\$3,564.20
Fund: SALES TAX REVENUE BOND CAP PROJECT		
SYSTEMWORKS LLC	CONSTRUCTION SERV	\$4,320.00
Fund Total:		\$4,320.00
Fund: STUDENT ACTIVITY		
AMY WHITE PHOTOGRAPHY	GENERAL SUPPLIES	\$721.25
APPLE COMPUTER INC	GENERAL SUPPLIES	\$449.00
BMO MASTERCARD	DUES AND FEES	\$2,106.00
BMO MASTERCARD	GENERAL SUPPLIES	\$13,835.01
BMO MASTERCARD	STAFF TRAVEL	\$4,735.25
BROWN CAOLAN	OFFICIAL/JUDGE	\$115.00
BUDGET CAR RENTAL	STAFF TRAVEL	\$699.80
CAPITAL ONE	GENERAL SUPPLIES	\$98.58
CARR BRAXTON	PROF SERV: EDUCATION	\$4,000.00
CITY HIGH SCHOOL	DUES AND FEES	\$250.00
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$138.00
DODGE JOHN	OFFICIAL/JUDGE	\$165.00
DUBUQUE HEMPSTEAD HIGH SCHOOL	DUES AND FEES	\$150.00
ELITE SPORTS	GENERAL SUPPLIES	\$1,839.00
ELLIS GOLF COURSE	GENERAL SUPPLIES	\$15.00
FALAH AL-YASSIRI	OFFICIAL/JUDGE	\$125.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,081.02
HALL BRIAN	OFFICIAL/JUDGE	\$130.00
HARKER THAD	OFFICIAL/JUDGE	\$235.00
HERFF JONES	GENERAL SUPPLIES	\$229.00
INNOVATE DANCE LLC	PROF SERV: EDUCATION	\$1,075.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$19.63
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$83.90
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$19.63
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$83.90
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$43.99
IOWA FFA ASSOCIATION	DUES AND FEES	\$160.00
IOWA FFA ASSOCIATION	STAFF TRAVEL	\$26.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$119.23
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$178.95
JANDIK DEAN	OFFICIAL/JUDGE	\$130.00
JOE SAMPLE	OFFICIAL/JUDGE	\$240.00
LANGUAGE TESTING INTERNATIONAL, INC	GENERAL SUPPLIES	\$475.00

Linn-Mar Community School District

IA- Warrants Paid Listing

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Vendor Name	Description	Check Total
LASSANCE PAUL	OFFICIAL/JUDGE	\$164.50
LRS PORTABLES OF IOWA	GENERAL SUPPLIES	\$334.29
MCVEIGH SEAN	OFFICIAL/JUDGE	\$125.00
MENARDS -13127	GENERAL SUPPLIES	\$167.77
MOHWINKLE BRAD	OFFICIAL/JUDGE	\$130.00
MT.VERNON COMM.SCHOOL DIST	PROF SERV: EDUCATION	\$60.00
MWAMBA DAN DJIBRIL	OFFICIAL/JUDGE	\$130.00
NORCOSTCO, INC	GENERAL SUPPLIES	\$321.09
PEPPER J.W. & SON, INC	GENERAL SUPPLIES	\$9.04
SMITH TIMOTHY C	OFFICIAL/JUDGE	\$285.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$18.83
VOSATKA MICHAEL	OFFICIAL/JUDGE	\$80.00
WEST MUSIC CO	GENERAL SUPPLIES	\$1,671.94
WESTERN DUBUQUE HIGH SCHOOL	DUES AND FEES	\$125.00
WUNDRAM CHRIS	GENERAL SUPPLIES	\$55.24
XAVIER HIGH SCHOOL	DUES AND FEES	\$125.00

Fund Total: \$37,574.84

Fund: STUDENT STORE

BMO MASTERCARD	GENERAL SUPPLIES	\$42.54
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Fund Total: \$42.54

Grand Total: \$11,254,774.73

End of Report



1500 River Drive, Suite 200
Moline, Illinois 61265
563.343.9595
www.governmentalservice.com

April 26, 2024

To the Board of Education
Linn- Mar Community School District
2999 N. 10th Street
Marion, Iowa 52302

Attention: Jonathan Galbraith, Chief Financial Officer/Board Treasurer

We are pleased to confirm our understanding of the services we are to provide for Linn-Mar Community School District for the year ending June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Linn-Mar Community School District as of and for the year ending June 30, 2024.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Linn-Mar Community School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Linn-Mar Community School District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in Total Other Post-Employment Benefit Liability and Related Ratios
- 4) Schedule of the District's Proportionate Share of the Net Pension Liability of the Iowa Public Employees Retirement System
- 5) Schedule of District Contributions to the Iowa Public Employees Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies Linn-Mar Community School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

- 1) Schedule of expenditures of federal awards
- 2) Combining nonmajor fund statements and other schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory section
- 2) Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and the issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. We have identified the following significant risk(s) of material misstatement as part of our audit planning.

- Revenue recognition
- Management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Linn-Mar Community School District's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Linn-Mar Community School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Linn-Mar Community School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Linn-Mar Community School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards.

The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations including federal statutes, rules, and the provisions of contracts and grant agreements including award agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for accuracy and completeness of that information including information from outside of the general and subsidiary ledger. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud

could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior findings should be available for our review on the first day of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

The District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the District agrees to contract us before it includes our reports or otherwise makes reference to us in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the District agrees to clearly indicate that we are not associated with the contents of the official statement. The District agrees that the following disclosure will be prominently displayed in the official statement: Bohnsack & Frommelt LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Bohnsack & Frommelt LLP also has not performed any procedures relating to this official statement.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency or other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, debt or other confirmations we request and will locate any documents selected by us for testing.

The Dropbox for Business portal is used solely as a method of exchanging information and is not intended to store Linn Mar's information. Upon completion of the engagement, data and other content will either be removed from the portal or become unavailable.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District however management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bohnsack & Frommelt LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such

audit documentation will be provided under the supervision of Bohnsack & Frommelt LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by a cognizant agency or oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Mia Frommelt is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them.

Our fees for these services are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will not exceed \$31,000 unless the scope of the engagement is changed, the assistance the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of Linn-Mar Community School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state the (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Linn-Mar Community School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "Mia Frommelt". The signature is written in a cursive style with a large initial "M".

Mia Frommelt, Partner

Bohnsack & Frommelt LLP

RESPONSE:

This letter correctly sets forth the understanding of Linn-Mar Community School District.

Management signature: _____

Title: Jonathan Galbraith, Chief Financial/Operating Officer

Date: _____

Governance signature: _____

Title: Barry Buchholz, School Board President

Date: _____



2024-2025 PROGRAM YEAR – MEMORANDUM OF AGREEMENT
 LINN MAR COMMUNITY SCHOOL DISTRICT
 AND JUNIOR ACHIEVEMENT OF EASTERN IOWA

WHEREAS the Linn Mar Community School District hereinafter referred to as **DISTRICT**, and Junior Achievement of Eastern Iowa hereinafter referred to as **JUNIOR ACHIEVEMENT**, desire to enter into an Agreement for the purpose of *INSPIRING AND PREPARING YOUNG PEOPLE TO SUCCEED*.

NOW THEREFORE IS AGREED:

Responsibilities of **JUNIOR ACHIEVEMENT**:

1. Will provide all program materials, student guides, teacher manuals, volunteer manuals, test-generating software and other software licensing, shipping charges, program insurance, staff time for recruitment, placement, training and oversight of volunteers and instructors, as well as other materials fees based on program(s) selection. Materials will be ordered and delivered directly to facility prior to the start of the Junior Achievement class.
 - a. Classroom materials will be ordered and delivered directly to each participating classroom prior to the start of the Junior Achievement class. If program materials are lost once proof of delivery to school, the DISTRICT is responsible for the additional cost of replacement materials.
2. Will partner to prospect, recruit, train, schedule and place each volunteer as well as facilitate evaluation tools and recognition of each volunteer. Junior Achievement will serve as a liaison between the volunteer and instructor if any concerns arise during the Junior Achievement partnership.
3. Will compile any program evaluation data and report impact and outcomes to Partnership Coordinator no later than August 15, 2025.
4. Will facilitate a joint DISTRICT & Junior Achievement volunteer recognition program for all participating volunteers.
5. Will compile a DISTRICT volunteer engagement report inclusive of volunteer hours. This will be submitted to DISTRICT's Partnership Coordinator by August 15, 2025.
6. Will be available to present partnership overview, including volunteer, evaluation, and impact details to DISTRICT at an agreed upon date each year.
7. Will provide an itemized cost statement of services based on current year's certified enrollment to DISTRICT's Partnership Coordinator no later than January 31, 2025 for agreed upon 2024-2025 program services.
8. With the partnership of at least one full grade upon request, Junior Achievement will provide at no cost to the DISTRICT:
 - a. All fees associated with facilitating Junior Achievement programming in preschool or kindergarten classrooms.
 - b. All fees (excluding transportation to and from event) associated with facilitating select experiential learning programs and student events, i.e. JA Career Fairs, JA Career Speaker Series, JA Financial Literacy Fairs, JA Career Inspire, JA Stock Market Challenge.

Responsibilities of **DISTRICT**:

1. Will identify a partnership coordinator who will be the primary contact for the JUNIOR ACHIEVEMENT partnership.
 - a. Partnership coordinator will connect JUNIOR ACHIEVEMENT staff to the DISTRICT personnel responsible for delivering Junior Achievement programming.
 - b. Partnership coordinator will identify and connect JUNIOR ACHIEVEMENT staff to the volunteer liaisons for the DISTRICT.
 - c. Partnership coordinator will identify and connect JUNIOR ACHIEVEMENT staff to the marketing/communications coordinator for the DISTRICT.
2. Will list JUNIOR ACHIEVEMENT as partner on DISTRICT’s website and include volunteer opportunities in newsletters and/or digital backpacks.
3. Will provide a list of participating classes to JUNIOR ACHIEVEMENT by **September 15, 2024** for the 2024-2025 school year. All lists will be by school, grade, time period (if applicable), teacher’s name and email and number of students.
4. Will allow JUNIOR ACHIEVEMENT to provide a 1-hour group training to all instructors new to Junior Achievement during the program year. All training will be facilitated prior to the Junior Achievement partnership experience. A training date will be determined before **May 31st, 2024**. Junior Achievement education staff will provide the training at a date and time coordinated by the DISTRICT.
5. Will facilitate a pre-program as well as a post-program evaluation instrument for each participating student in the Junior Achievement program. Specific evaluations will be sent to instructors based on program selection.
6. The DISTRICT may select from the following classroom programs to implement as part of the MOA:

GRADE LEVEL	Work and Career Readiness Pathway		Financial Literacy Pathway		Entrepreneurship Pathway	
ELEMENTARY	JA Our Community® (2)	x	JA More Than Money® (3-5)		JA More Than Money® (3-5)	
	JA Our Friends† (PK)		JA Our City® (3)		JA Our Families® (1)	x
	JA Our Nation® (5)		JA Ourselves®† (K)	x	JA Our Region® (4)	
	JA Our Neighbors (PK-5)					
MIDDLE	JA It’s My Future® (6-8)		JA Economics for Success® (6-8)		JA It’s My Business!® (6-8)	
			JA Global Marketplace® (6-8)			
MULTI-LEVELS	JA Excellence through Ethics® (6-12)		JA Finance Park® -Classroom (6-12)		JA Company Program Pop Up® (6-12)	
	JA It’s My Job® (6-12)		JA Tools for Success® (6-12)		JA Tools for Success® (6-12)	
	JA Tools for Success® (6-12)					
HIGH	JA Career Success® (9-12)		JA All About Cars® (9-12)		JA Company Program® (9-12)	
			JA Economics® (9-12)		JA Be Entrepreneurial® (9-12)	
			JA Personal Finance® 2.0 (9-12)		JA Launch Lesson (9-12)	
			JA Take Stock in Your Future® (9-12)			
			JA Titan® (9-12)			

X - Participating, P - Pilot, O - Previously Implemented, † - No Cost

7. The DISTRICT may select from the following experiential learning programs and student events to implement as part of the MOA:

GRADE LEVEL	Work and Career Readiness Pathway		Financial Literacy Pathway		Entrepreneurship Pathway	
ELEMENTARY	JA BizTown [®] - MOBILE* (5)	x				
MIDDLE			JA Financial Literacy Fair † (6-8)			
MULTI-LEVELS	JA Career Fairs † (K-12)		JA Finance Park [®] – MOBILE* (7-12)			
HIGH	JA Career Inspire [®] † (9)	x	JA Stock Market Challenge† (9-12)			

X - Participating, P - Pilot, O - Previously Implemented

**JA BizTown[®]- Mobile and JA Finance Park[®]- Mobile will be available at a first come, first served basis.*

DISTRICT will pay JUNIOR ACHIEVEMENT \$13.93 per student participating in the Junior Achievement programming noted above for the 2024-2025 program year.

This Agreement shall be effective July 1, 2024, through June 30, 2025, inclusive of school year and summer programming.

This Agreement may be amended at any time during its term by mutual consent of the parties. Any such amendment shall be in writing and signed by authorized representatives of both parties.

 LINN MAR COMMUNITY SCHOOL DISTRICT
 Superintendent

 Date

 LINN MAR COMMUNITY SCHOOL DISTRICT
 School Board President

 Date

 JUNIOR ACHIEVEMENT OF EASTERN IOWA
 Area President

 Date

 JUNIOR ACHIEVEMENT OF EASTERN IOWA
 Regional Executive Board Chairperson

 Date

Required:

 Partnership Coordinator's Name

 Telephone Number

 Partnership Coordinator's E-mail Address

Field Placement Affiliation Agreement Between GCU and Linn-Mar Community School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 4/22/2024 day by and between Grand Canyon University (“GCU”) and Linn-Mar Community School District located at 2999 N. Tenth Street, Marion, IA 52302 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 5/7/2024 and ends 4/22/2027.
4. **Roles & Definitions:**
 - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
 - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
 - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
 - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
 - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
 - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
 - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
 - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
 - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
 - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

("Mentor"), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

5b. The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

5c. The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

5d. The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

5e. The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

5f. The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

5g. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

5h. The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

5i. The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

5j. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

6. RESPONSIBILITIES OF GCU:

6a. GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

6b. GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

6c. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

6d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

6e. GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

6f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

6g. GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

6h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.

8. PAID POSITIONS/EMPLOYMENT: GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

9. INSURANCE AND LIABILITY

9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships): GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury/Advertising Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

Independent Contractors

- Professional Liability, as related to Educational Services:

Limits of Liability:

- \$1,000,000 Each wrongful act
- \$1,000,000 Aggregate
- Automobile Liability:
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
 - Limits of Liability:
 - \$1,000,000 Each
 - \$1,000,000 Aggregate

9b. College of Humanities and Social Sciences (CHSS) School Counseling: Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products Aggregate
 - \$1,000,000 Personal Injury
 - \$5,000 Medical Payments
 - Coverage:
 - Premises/Operation Liability
 - Medical Payments Liability
 - Contractual Liability
 - Personal Injury Liability

10. FERPA: GCU and the District agree to protect the candidate’s and/or student’s educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (“FERPA”) and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate’s and/or student’s educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate’s and/or student’s prior written consent.

11. CONFIDENTIALITY: GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

12. INDEMNIFICATION AND HOLD HARMLESS: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY: The District hereby grants GCU the right and license to publish and/or use District’s logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to

District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

14. ASSIGNMENT: The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

15. NOTICES: Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

Grand Canyon University

COE/CHSS Affiliations

COEAffiliations@gcu.edu

Subject: Linn-Mar Community School District Affiliation Agreement Notification

School/District Information

Linn-Mar Community School District
2999 N. Tenth Street,
Marion, IA 52302

16. MODIFICATION OF AGREEMENT: This Agreement may be modified only by written amendment executed by both parties.

17. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

18. PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

19. INDEPENDENT CONTRACTOR: The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

20. NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

21. GOVERNING LAW: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 4/22/2024

By: 
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 4/22/2024

Linn-Mar Community School District

By: _____
Signature

Name: Barry Buchholz

Title: School Board President

Date: _____

Appendices

GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

College of Education (COE) Appendix

[clinical-field-experience-handbook-all-programs.pdf \(gcu.edu\)](#)

[student-teaching-manual-all-programs.pdf \(gcu.edu\)](#)

[master-education-admin-internship-manual \(1\).pdf \(gcu.edu\)](#)

College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual_9.1.2023.pdf \(gcu.edu\)](#)



COST PER IMAGE AGREEMENT

AGREEMENT NO.: **LS-6541047**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Linn-Mar Community School District** FEDERAL TAX ID #:

ADDRESS: **2999 N 10th St** **Marion, IA 52302**

EQUIPMENT AND PAYMENT TERMS SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
See attached Group Billing Schedule	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Annually**

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT*: **\$11,890.77** (*PLUS TAX)

SECURITY DEPOSIT:

ADDITIONAL SERVICE OPTIONS

By initialing where indicated below, you elect to include the indicated service option(s) for the additional monthly fee of \$5.00 per device per service option.

Secure Data Protection Customer's Initials to Elect: _____
 If you do not initial to elect this service, you acknowledge you assume full responsibility for performing all end of lease device data disposal procedures to remove confidential information. Data disposal procedures may be required for your compliance with applicable industry standards and state and federal laws and regulations.

Connectivity Assurance Customer's Initials to Elect: _____
 Includes remote connectivity assistance to allow for networked device functionality. If you do not initial to elect this service, you acknowledge that any connectivity work we provide will be billable at our hourly rate.

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X Barry Buchholz, Board President
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

Access Systems, Inc.
 OWNER SIGNATURE PRINT NAME & TITLE DATE
 955 SE Olson Dr Waukee, IA 50263-8455

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$99.00. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. The base payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and/or (3) to comply with the tax laws of the state in which the Equipment is located. We generally do not allow you to pay via credit card, however, if we do accept a credit card payment, you agree to pay our then current surcharge. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You agree that if we substitute or replace any item of Equipment due to product availability, repair or maintenance issues, that each such substitute item of equipment shall thereby become subject to this Agreement, and be an item of Equipment hereunder, without the need for the parties to sign an amendment hereto.
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- 3. IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree, upon commencement of this Agreement, to install our electronic meter collection agent ("MCA") on your network to remotely monitor the status and usage of Equipment to allow us to most cost effectively perform the services under this Agreement. If you don't install and maintain the MCA on your network, we may require you to pay us a fee of up to \$10 per month per imaging device connected to that network. For all non-networked devices (and for networked devices if the MCA is not installed), you agree to provide us with the actual meter readings for the device as and when requested by us. We may estimate the number of images made on a device if such meter readings are not received within five days after our request and we may require you to pay, in addition to the above \$10 fee (if applicable), a usage estimation fee of \$5 per device for each such occurrence. You also agree to make the usage payments called for hereunder based on our image estimate, subject to those amounts being adjusted or credited on the next invoice after we receive an actual meter reading (and subject to the Baseline Usage calculation that follows). You agree that our pricing, as reflected in this Agreement, for the services, supplies and maintenance we provide you, is premised on your continued and relatively consistent use of the Equipment under the terms of this Agreement for the full minimum term of the Agreement. The average actual monthly number of images (black and white and, separately, color) that you make using the Equipment during the first twelve months of the term of this Agreement shall be your "Baseline Usage Levels" hereunder. If the actual images you make using the Equipment in any month following the first twelve months of the term of this Agreement are less than fifty percent (50%) of your applicable Baseline Usage Level(s), then we may charge you for each such month, after the first twelve months of the term of this Agreement, as though your actual image usage levels for each such month was ninety percent (90%) of your Baseline Usage Level(s). You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.
- 4. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 5. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. MISC supplies are not included and will be billed separately. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. You may request excess supplies beyond what we determine as necessary under this Agreement and we may provide you such at an additional charge. If your use of supplies exceeds the manufacturer's published yield by more than 10%, we may notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, we may charge you for such excess usage. We may charge you a monthly fee per device not to exceed \$5.00 per device, to cover our costs of standard shipping and handling supplies. Standard shipping typically allows for delivery in no more than three business days. Expedited shipping options are available at an additional cost to you. In addition, if you elect, we may charge you a monthly fee per device ("Connectivity Assurance") for providing remote connectivity troubleshooting throughout the term of the Agreement. The services will be limited to remote technical assistance only and shall not include any related necessary hardware or software costs. If we identify the connectivity problem relates to an IT issue that is outside of our control such as a network setting or IT hardware issue, we will work with your IT department to communicate the necessary information. As an alternative to your IT department, our IT technicians may be able to assist you if provided the necessary access rights but any such work will be billable at our hourly rates. Service calls will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays. A separate written agreement must be executed if you may require service calls outside of normal business hours. In the absence of a written agreement and in the instance we are able to perform service calls outside of normal business hours, you agree to pay additional charges at our overtime rates.
- 6. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software, license renewal fees, or the obligations of you or the licensor under any license agreement. Any software that is included in the equipment purchased shall be subject to and Customer agrees to abide by the terms of the software license issued in connection with the use of such software. Any annual software license renewals and associated labor for renewals or upgrades or labor for troubleshooting software are not included and will be billed separately unless otherwise stated. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason; provided, however, you may elect to pay a monthly fee per device to have us provide you this service ("Secure Data Protection").
- 7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 8. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
- 9. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
- 10. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to either (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium and an insurance fee, which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.
- 11. TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees (including personal property tax) relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. You hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
- 12. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
- 13. DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and requiring you to immediately stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 14. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 15. MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The parties agree that (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your proper legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if we filled in any blanks above, we did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.



GROUP BILLING SCHEDULE

AGREEMENT NO.: **LS-6541047**

This Group Billing Schedule (hereafter "Schedule") is hereby made a part of that certain agreement by and between Linn-Mar Community School District ("Customer") and Access Systems, Inc. ("Lessor"), which Agreement is identified in Lessor's records as the Agreement No. stated above ("Agreement"). The Excess Per Image Charges under the Agreement shall be determined under this Schedule. If there is any provision in this Schedule which conflicts with a provision in the Agreement, the provision in this Schedule shall govern.

GROUP NAME

METER GROUP 1

TYPE, MAKE, MODEL NUMBER, AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
3 Ricoh Pro 8310S	<input type="checkbox"/>						
PaperCut	<input checked="" type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				1,000,000	N/A	\$0.0024	N/A

EQUIPMENT LOCATION: _____ METER FREQUENCY: **Annually**

GROUP NAME

METER GROUP 2

TYPE, MAKE, MODEL NUMBER, AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
6 Sharp BP-70C31	<input type="checkbox"/>						
12 Sharp BP-70C55	<input type="checkbox"/>						
12 Sharp BP-70M31	<input type="checkbox"/>						
2 Sharp BP-70M55	<input type="checkbox"/>						
6 Sharp MX-C304WH	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				270,500	41,500	\$0.0029	\$0.0300

EQUIPMENT LOCATION: _____ METER FREQUENCY: **Annually**

GROUP NAME

METER GROUP 3

TYPE, MAKE, MODEL NUMBER, AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 HP LaserJet M751n	<input type="checkbox"/>						
30 Lexmark M3350	<input type="checkbox"/>						
25 Lexmark XM3350	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				75,500	8,900	\$0.0079	\$0.0580

EQUIPMENT LOCATION: _____ METER FREQUENCY: **Annually**

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

(As Stated Above) X Barry Buchholz, Board President

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

Amendment

This Amendment amends that certain agreement by and between Access Systems, Inc. ("Owner") and Linn-Mar Community School District ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. LS-6541047 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sentence in the section entitled "**IMAGE CHARGES AND OVERAGES**" which reads "After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge," is hereby deleted in its entirety and replaced with the following:

"After the end of the fifth year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10 % of the then existing payment or charge."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

Access Systems, Inc.

Owner

By:

Signature

Print Name & Title

Date Accepted:

Linn-Mar Community School District

Customer

By: **X**

Signature

Barry Buchholz, Board President

Print Name & Title

Date:

Non-Appropriation Addendum



Title of lease, rental or other agreement: LS-6541047 (the "Agreement")

Lessee/Renter/Customer: Linn-Mar Community School District ("Customer")

Lessor/Lender/Owner: Access Systems, Inc. ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

4. REMEDIES. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

5. GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): Linn-Mar Community School District	Company: Access Systems, Inc.	
By:	By:	Date: ____ / ____ / ____
Print name: Barry Buchholz	Print name:	Title:
Title: Board President	Agreement Number: LS-6541047	
Date: ____ / ____ / ____	Master Agreement Number (if applicable):	



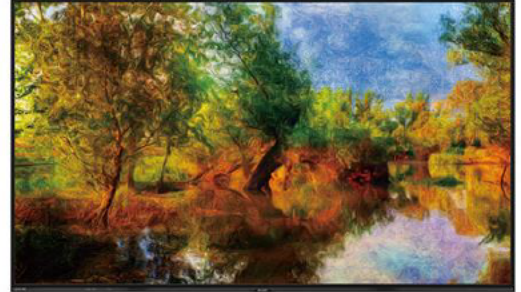
955 SE Olson Drive Waukee, Iowa 50263
 P:515.987.6227 F:515.987.6228
www.AccessSystems.com
 Proposal ID: 78603

70" 8K Ultra HD Professional Display Donation

Customer Name: Linn-Mar Community School District

Offer Expiration Date: 04/22/2024

Upon your signature and delivery acceptance of the separate print agreement, Access Systems agrees to provide you with two (2) Sharp 70" 8K Ultra HD Professional Display at no additional cost to you. This offer expires on the date shown above on the Offer Expiration Date.



Customer agrees to the following:

- Access Systems will deliver to you two (2) Sharp 70" 8K Ultra HD Professional Display in the original box and packaging. It is your sole responsibility to complete the unpacking and installation of this display unit. Access Systems personnel cannot assist you with the unpacking or installation of this display unit. Any stands, brackets, wiring, or cords needed for installation are not provided by Access Systems.
- Access Systems will not offer any warranty or ongoing support for this display unit.
- You agree to accept equipment delivery and installation of the related print agreement's equipment no later than 08/01/2024.

Agreed and Accepted (Customer):	Access Systems:
--	------------------------

By: _____

Name: Barry Buchholz

Title: Board President

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Membership Application

Part I - Account Information (*Indicates Required Field)

*Facility Name ("Participating Member"): Linn-Mar Community School District

*Primary Street Address: 2999 N 10th St

*City: Marion *St: IA *Zip: 52302

*Phone: 319.447.3130 Website: www.linnmar.k12.ia.us

Sponsor Name: Avera PACE SD0001

Direct Parent (parent company, if different from Sponsor): _____

Relationship to Direct Parent** (Check one - If No Direct Parent, Indicate Participating Member Relation to Sponsor):

Owned Leased Managed Affiliated (Not Owned, Leased or Managed)

** See Bottom of Page 4 for definitions of the types of relationships.

*Primary Service: (Check one)				
Education	Employee Feeding	Recreation		
<input type="checkbox"/> Colleges & Universities	<input type="checkbox"/> Employee Feeding	<input type="checkbox"/> Auditorium/Museum	<input type="checkbox"/> Golf Course/Country Club	
<input type="checkbox"/> Early Childhood Education	Hospitality	<input type="checkbox"/> Camp	<input type="checkbox"/> Stadium/Arena	
<input type="checkbox"/> K-12 Private School	<input type="checkbox"/> Casino	<input type="checkbox"/> Convention Center	<input type="checkbox"/> Zoo	
<input checked="" type="checkbox"/> K-12 Public School	<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Park/Recreation/Fairgrounds		
Other Alternate Markets				
<input type="checkbox"/> Business and Industry	<input type="checkbox"/> Catering	<input type="checkbox"/> Community Agency	<input type="checkbox"/> Restaurant**	<input type="checkbox"/> Religious Institute

** Restaurants must spend at least \$8M annually and be centrally owned/controlled in order to access the Premier Foodservice Program.

Part II - Contact Information (*Indicates Required Field)

*First and Last Name: Jeri Ramos

*Title: Chief Technology Officer *Email Address: jramos@Linnmar.k12.ia.us

*Phone: 319-447-3066

General Terms and Conditions (the "Agreement"):

Participating Member agrees to the following:

- A. Participating Member hereby designates Premier Healthcare Alliance, L.P. ("Premier") to act as Participating Member's group purchasing agent for the products and services (collectively, "Products") purchased by Participating Member through the group purchasing program ("Program"). Participating Member hereby acknowledges and agrees that Premier will act as Participating Member's primary group purchasing organization for the Products it elects to access through the Program. To the extent there is no conflict with Participating Member's existing vendor agreements and for the Products that Participating Member elects to access through the Program, Participating Member will utilize Premier's Program contracts and will look first to the Program for its purchasing needs and give first consideration to Premier's Program contracts. Participation by Participating Member in the Program is expected at the overall portfolio level rather than at the individual contract basis.

PROPRIETARY AND CONFIDENTIAL

- B. Participating Member is hereby notified that Program vendors (“Vendors”) pay to Premier an administrative fee of three percent (3%) or less of the purchase price of the Products such Vendors provide, which may be apportioned between Premier and its affiliates pursuant to separate agreement. In the event there are any exceptions to the foregoing statement, they will be noted in a report located in Premier’s online member portal. Participating Member represents, warrants and agrees that it is not a healthcare provider of service. In the event Participating Member becomes a healthcare provider of service, then Participating Member agrees to immediately notify Premier and execute the Premier membership application designated for the healthcare class of trade.
- C. Participating Member will list on Schedule 1 attached to this Agreement the facilities that it intends to serve as child sites subject to the terms of this Agreement. Participating Member may update the child site list upon written notice to Premier consistent with the terms of this Agreement. Participating Member represents that it has authority over all purchases, including liability for payment of invoices, for each child site listed and that it has the authority to sign and bind each child site to the terms of this Agreement.
- D. Participating Member represents and warrants that it complies with all applicable federal, state and local laws and regulations and that it has not: (i) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (ii) been convicted of any crime relating to any federal and/or state program.
- E. In addition to compliance with the terms and conditions contained in this Agreement, Participating Member shall comply with all Premier policies pertinent to the Program, to the extent applicable to Participating Member, as published from time to time on Premier’s website. Participating Member agrees that in the event of a conflict between any of the terms of this Agreement and any such policy, the terms of this Agreement shall control.
- F. Participating Member will use all Products it purchases through the Program solely for its own operations and will not re-sell any such Products outside of the Participating Member’s business operation as indicated on this Agreement or use any such Products to provide services for a facility that is not listed as a child site on Schedule 1.
- G. This Agreement represents the entire agreement between Premier and Participating Member regarding the Program and supersedes any prior oral or written agreement concerning such subject matter.
- H. Participating Member agrees to protect the confidentiality of the Program’s group contract prices and terms, and in no event to leverage the Program’s prices to obtain a better price. Participating Member (and its agents, employees and representatives) shall keep confidential the proprietary and confidential information of Premier and its affiliates and shall not disclose such information to any third parties other than Participating Member’s employees with a need to know (who have been made aware of this provision by Participating Member and agree in writing to comply with it). Such confidential information includes, without limitation, Premier’s and its affiliate’s plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, contract catalogs (printed and electronic) and contract terms and pricing of participating vendors. Participating Member’s obligation to maintain the confidentiality of such information shall remain in effect continuously throughout the period of its membership in Premier and for a period of five (5) years thereafter.
- I. Subject to the confidentiality provisions contained herein and any third-party confidentiality obligations to which Participating Member is subject, Participating Member agrees to permit reasonable access to all data directly related to the purchasing of Products by Participating Member, where such purchases by Participating Member are made under: (1) Premier contracts; or (2) in Participating Member’s sole discretion, other vendor contracts, to determine whether Premier can provide pricing and Products to Participating Member that are in the Program (subclauses (1) and (2) are collectively “Participating Member Data”). Participating Member grants to Premier and its affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Participating Member Data: (i) to provide the Program and other products and services provided, or that may in the future be provided, by Premier or any of its affiliates; (ii) to perform Premier’s obligations or to exercise its rights under this Agreement; (iii) as part of products or services provided by Premier or any of its affiliates for Participating Member, including quality improvement initiatives, supply chain consulting services and data analytic services; and (iv) for any commercial purpose on a blinded and aggregated basis.
- J. Premier shall have the right to assign this Agreement and its rights and obligations hereunder to any of its affiliates.

- K. In the event any Participating Member is operated by a state, federal or municipal agency and therefore subject to applicable open records laws that may require Participating Member to release confidential or proprietary information of Premier and its affiliates, Participating Member shall promptly notify Premier of any request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Premier and use its best efforts to assist Premier in preventing the release of such information to the extent consistent with applicable law.
- L. Participating Member represents and warrants that its execution and performance of this Agreement does not conflict with or violate any other agreement or obligation to which Participating Member is subject or by which it is bound.
- M. Participating Member acknowledges and agrees that Premier, its affiliates and their respective directors, officers, employees and agents will not be liable for the acts or omissions of Premier's contracted Vendors, or for any representations or warranties made by such Vendors.
- N. If Participating Member sells products and/or services to other businesses then the following additional terms apply: If at any time Participating Member enters into a group purchasing agreement with Premier or any of its affiliates (collectively "Premier Group") pursuant to which Participating Member agrees to pay any member of the Premier Group an administrative fee in connection with the purchase of Participating Member's products or services by members of a group purchasing organization operated by any member of the Premier Group, then, thirty (30) days after the date of award of such agreement, (i) this Agreement shall automatically terminate; and (ii) Participating Member's membership in the Program shall terminate. Participating Member represents and warrants that Participating Member and its affiliates, and their respective employees, agents and representatives (the "Member Group"), shall not reference Premier or Premier's group purchasing program in any written or verbal communication, including without limitation a reference to the existence of a contractual or other relationship between Participating Member and Premier, without obtaining Premier's prior written consent. In addition, Participating Member acknowledges and agrees that neither Premier nor its partners, including without limitation Participating Member's Sponsor (defined in Section O), will provide the Member Group with access to any Premier tools, including without limitation Supply Chain Advisor and Premier's membership roster. Participating Member further agrees that the Member Group will not use any confidential information of Premier, including any Premier pricing or membership information, for any business purpose of the Member Group, including without limitation, sales targeting. Any Premier confidential information obtained by the Member Group will be used solely to purchase Products under Premier group purchasing agreements.
- O. Participating Member authorizes Premier and the Sponsor named on the first page of this Agreement, if applicable ("Sponsor"), to individually activate group purchasing contracts on its behalf.
- P. Premier shall have the right in its sole and absolute discretion to immediately terminate or deny the membership of Participating Member or any facility or organization: (i) in the event Participating Member or such facility or organization acts in a manner that is inconsistent with the Program's spirit of intent or violates the participation requirements of the Program; or (ii) whose involvement with Premier has the potential to damage the reputation of Premier and/or any of its affiliated companies.
- Q. If Participating Member wishes to participate in the Premier foodservice program, the terms and conditions of Exhibit A shall apply.
- R. Participating Member will not independently solicit quotations from a Premier Vendor for Products covered in the Program without any involvement by Premier. To the extent consistent with the participation expectations of the Program, any locally negotiated arrangements between Participating Member and contracted Vendors in the Program shall be subject to the terms and conditions of the applicable Premier Program contract such that Premier is credited with any sales resulting from such arrangements.

[SIGNATURES ON FOLLOWING PAGE]

PROPRIETARY AND CONFIDENTIAL

Signature of Participating Member
Barry Buchholz

Printed Name of Participating Member
Board President

Title

Date

Signature of Sponsor
Kevin Jordanger

Printed Name of Sponsor
Director

Title

Date

Email the completed application and exhibits to kevin.jordanger@avera.org for sponsor signature.

COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE BY PREMIER.

****Definitions for the types of Direct Parent Relationships (from Page 1):**

OWNED: A facility is considered to be owned if the Sponsor or Parent directly or indirectly holds (1) a majority of the equity or corporate Membership interests in the facility or the power to appoint a majority of such facility's governing board or (2) a significant interest (which may be less than a majority of the total equity) sufficient to enable operational control and such facility is willing to designate Premier Healthcare Alliance, L.P. as its primary group purchasing organization.

LEASED: A facility is considered to be leased if it is leased and operated by its Sponsor or Parent.

MANAGED: A facility is considered to be managed if the Sponsor or Parent manages such facility in whole or in part (including at a minimum, the supplies purchasing function).

AFFILIATED: A facility is considered to be affiliated if the Sponsor or Parent formally sponsors the facility for participation in Premier's group purchasing organization, but does not own, lease or manage it.

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 Big Heart Meditation and Mindfulness, 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:** Mental Health / Meditation
- 2. **GROUP/DEPARTMENT WORKING WITH:** Varsity and JV Softball
- 3. **AMOUNT OF PAYMENT:** \$750

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 May 31st; 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 14th, 2024 and shall continue in effect until May 31st, 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 23rd day of ~~May~~ April 2024.

Independent Contractor Signature:

Jodi Stipanek

Title: Owner - Brightest Meditation

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>4.25.24</u> Date	Initial <u>CA</u> 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 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:** Choreography
2. **GROUP/DEPARTMENT WORKING WITH:** In Step Show Choir
3. **AMOUNT OF PAYMENT:** \$6000

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 February 28, 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 August 1, 2024 and shall continue in effect until February 28, 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 24 day of April, 2024.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:



Title: Choreographer

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>4.24.24</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 Mini Camp
2. **GROUP/DEPARTMENT WORKING WITH:** High School Band
3. **AMOUNT OF PAYMENT:** \$300

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 May 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 22, 2024 and shall continue in effect until May 23, 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 25th day of April, 2024.

Independent Contractor Signature:

Tom Macken

Title: PERCUSSION INSTRUCTOR

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>4.29.24</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:** Choreography
2. **GROUP/DEPARTMENT WORKING WITH:** In Step Show Choir
3. **AMOUNT OF PAYMENT:** \$6000

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 February 28, 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 August 1, 2024 and shall continue in effect until February 28, 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 24 day of April, 2024.

Independent Contractor Signature:

Lefi Robson

Linn-Mar CSD Representative Signature:

Title: Choreographer

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>4.24.24</u> Date <u>CA</u> Initial	Board Meeting: _____ Date



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: 010

Date: April 30, 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 020 - Rauland Intercom Campus Controller	\$9,428.18
Total	\$9,428.18

The original Contract Sum was	\$ 11,774,000.00
The net change by previously authorized Change Orders	\$ -134,190.99
The Contract Sum prior to this Change Order was	\$ 11,639,809.01
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,428.18
The new Contract Sum including this Change Order will be	\$ 11,649,237.19

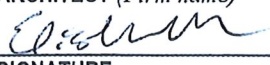
The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

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)*



SIGNATURE

Elisha Horsfall, AIA


PRINTED NAME AND TITLE

4/17/24

DATE

Peak Constuction Group

CONTRACTOR *(Firm name)*



SIGNATURE

Steve Oyen, Principal

PRINTED NAME AND TITLE

4/29/2024

DATE

Linn-Mar Community School District

OWNER *(Firm name)*

SIGNATURE

Barry Buchholz, Board President

PRINTED NAME AND TITLE

DATE

 **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: 011
 Date: April 30, 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 023.1 - Resilient Channel Installation
 Total

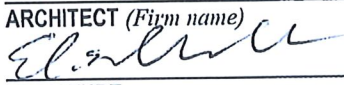
\$1,295.86
 \$1,295.86


The original Contract Sum was	\$ 11,774,000.00
The net change by previously authorized Change Orders	\$ -124,762.81
The Contract Sum prior to this Change Order was	\$ 11,649,237.19
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,295.86
The new Contract Sum including this Change Order will be	\$ 11,650,533.05

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)*

 SIGNATURE
 Elisha Horsfall, AIA
 PRINTED NAME AND TITLE
 4/17/24
 DATE

Peak Constuction Group
 CONTRACTOR *(Firm name)*

 SIGNATURE
 Steve Oyen, Principal
 PRINTED NAME AND TITLE
 4/29/2024
 DATE

Linn-Mar Community School District
 OWNER *(Firm name)*
 SIGNATURE
 Barry Buchholz, Board President
 PRINTED NAME AND TITLE
 DATE



Excursions and Trips Request Form

Exhibit 805.1

Code 603.3-R2

Date Request Received by CFO/COO: 4/25/24

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

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

The request will include:

- ✓ Rationale for the excursion/trip including the purpose and objectives
- ✓ Clarification if request is dependent upon pre-qualifying for event
- ✓ Detailed plans for student supervision
- ✓ Proposed itinerary
- ✓ Cost and source of funding
- ✓ Number of student participants
- ✓ Copy of required participation paperwork

1. Within three weeks of the completion of the excursion/trip the sponsor shall submit a written summary of the event to the building principal.
2. The building will be responsible for obtaining a substitute teacher if one is needed.
3. Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

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

Group: FBLA Submitted by: Barb Schultz
(Examples: Robotics, FBLA, etc.) (Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and ". . . is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	✓
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	✓
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	✓
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	✓
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3.	✓
Common Experience	<i>Recommended</i>	This excursion/trip is a common experience that all students at this grade level or activity group should have.	✓
Multi-disciplinary	<i>Recommended</i>	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	✓
Building Principal Approval		<u>Zach Myslaf</u> Date <u>4/24/24</u>	
Chief Financial/Operating Officer Approval		<u>Barb Schultz</u> Date <u>4/25/24</u>	
Board of Directors Approval		Date	

Overnight Field Trip Request Form

Linn-Mar Future Business Leaders of America request to attend and compete at the FBLA National Leadership Conference, June 28 – July 3, 2024, Orlando, FL.

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

The FBLA National Leadership Conference is the culmination of competitive events, keynote speakers, workshops and election of national officers for eligible FBLA members. Students have competed in events at the district and state level against other state chapters and are now eligible to advance and compete at the National level. This event will allow students to showcase their ability in many areas of business and highlight the learning that has occurred in a combination of classes, conferences, and experiences in our high school. Students will also represent the local Linn-Mar Chapter and Iowa State Chapter during National voting sessions.

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

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

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

FBLA NLC participants will share their experiences with the Linn-Mar High School student body during the activity fair and membership drive in the fall of the 2024-2025 school year. Throughout the school year the NLC participants will continue to inform and educate FBLA members about FBLA's mission, the benefits provided through membership, meetings, conferences and competitions. During the District and State Leadership conferences students will help other students prepare to compete in competitive events.

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

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

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

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

Booster Club funds help students offset a portion of registration costs. Funds from the 2023-2024 Aramark Concession fundraising efforts will be applied toward the conference costs. Students will fund a small amount of the conference.

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

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

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

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

Overnight Accommodations

HYATT REGENCY ORLANDO

9801 International Drive

Orlando, Florida 32819

407-284-1234

hyattregencyorlando.com

orlando.regency@hyatt.com

June 28-July 3 (5 nights) \$280 per night x 4 rooms x 5 nights=\$5,600.00 Total Cost

Mode of Transportation

Students will be transported to and from the Cedar Rapids, IA, airport by their parents. We will fly Allegiant Airlines from Cedar Rapids, IA (CID) to Orlando, FL (SFB).

Travel dates-June 28, 2024

8:30 a.m.-Meet at Eastern Iowa Airport (CID)

Allegiant Flight #2924 Departure time 10:41 a.m.

Arrival time 2:17 p.m. Orlando Sanford International Airport (SFB)

July 3, 2023

Arrive at Orlando Sanford International Airport (SFB) 6:00 a.m.

Allegiant Flight #1203 Departure time 8:05 a.m.

Arrival time 9:51 a.m. Eastern Iowa Airport (CID)

Parents pick up students

Conference Expenses Per Person

Student Conference Registration, payable to FBLA-PBL $\$215 \times 8 = \$1,720.00$

Adviser & Chaperone Conference Registration, payable to FBLA-PBL $\$120 \times 2 = \240.00

Iowa FBLA Package (Airport Shuttle, T-Shirt, Snack Bag), payable to Iowa FBLA $\$30 \times 9 = \270.00

Trading Pins $\$1.00 \times 120 = \120.00

Transportation Cost-Allegiant Airfare- $\$258.94 \times 9 = \$2,330.50$

Baggage- $\$88 \times 9 = \792.00

Lodging $\$280 \times 4 \text{ rooms} \times 5 \text{ nights} = \$5,600.00$

NLC Group Event-Universal Studios $\$195 \times 10 = \$1,950.00$

Total Expense: $\$13,022.50 / 8 = \$1,627.81$

FBLA Conference Schedule

Friday, June 28, 2024 (Day 1)

2:00 PM–5:00 PM	Early Conference Check-In & Helpdesk	
TBD	State Meetings	Professional Attire
11:30 PM	Curfew	

Saturday, June 29, 2024 (Day 2)

8:00 AM–5:00 PM	Competitive Events Info Desk Open	
8:00 AM–6:00 PM	Conference Check-In & Helpdesk Open	
9:00 AM–5:00 PM	Objective Testing	Professional Attire
10:00 AM–4:00 PM	Workshops	Professional Attire
10:00 AM–4:00 PM	Future Leaders Expo Hall Open	Professional Attire/Casual Attire
6:00 PM–7:00 PM	Pre-Show for Opening Session	Professional Attire
7:00 PM–10:00 PM	Opening Session	Professional Attire
11:30 PM	Curfew	

Sunday, June 30, 2024 (Day 3)

7:00 AM–5:00 PM	Conference Helpdesk Open	
7:00 AM–5:30 PM	Competitive Events Info Desk Open	
8:00 AM–5:30 PM	Community Service Project Preliminary Presentation Events Adelina Garcia & Gaven Ketcham Impromptu Speaking Priyanka Onteru Website Design-Aditya Suri	Professional Attire
9:00 AM–4:00 PM	Workshops	Professional Attire
9:00 AM–4:00 PM	Future Leaders Expo Hall Open	Professional Attire/Casual Attire
11:00 AM	Introduction to Financial Math Manasvi Devi Reddy & Grace Luo	Professional Attire
2:00 PM	Introduction to Marketing Concepts Macy Millhollin	Professional Attire
3:00 PM	Business Law-Mack Millhollin	Professional Attire
11:30 PM	Curfew	

FBLA Conference Schedule

Monday, July 1, 2024 (Day 4)

7:00 AM–5:00 PM	Conference Helpdesk Open	
7:00 AM–5:30 PM	Competitive Events Info Desk Open	
8:00 AM–5:30 PM	Community Service Project Preliminary Presentation Events Adelina Garcia & Gaven Ketcham Impromptu Speaking Priyanka Onteru Website Design-Aditya Suri	Professional Attire
8:30 AM–12:30 PM	Objective Testing (Incl. Open Events)	Professional Attire
9:00 AM–1:30 PM	Future Leaders Expo Hall Open	Professional Attire/Casual Attire
9:00 AM–2:00 PM	Workshops	Professional Attire
5:00 PM–11:00 PM	FBLA Night at Universal Studios (<i>Tickets Required</i>)	Casual Attire
11:30 PM	Curfew	

Tuesday, July 2, 2024 (Day 5)

8:00 AM–5:00 PM	Explore Orlando	Casual Attire
5:00 PM–6:00 PM	Pre-Show for Awards of Excellence Ceremony	Professional Attire
6:00 PM–10:00 PM	Awards of Excellence Ceremony	Professional Attire
11:30 PM	Curfew	

Wednesday, July 3, 2024 (Day 6)

6:00 AM	Orlando, Sanford International Airport, (SFB) Flight departs 8:05 AM	The Eastern Iowa Airport (CID), Cedar Rapids, IA Arrives 9:51 AM
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