

Student Achievement Data 2021-2022

**Presented to the Linn-Mar Board of Education
August 29, 2022
Bob Read and Nathan Wear**

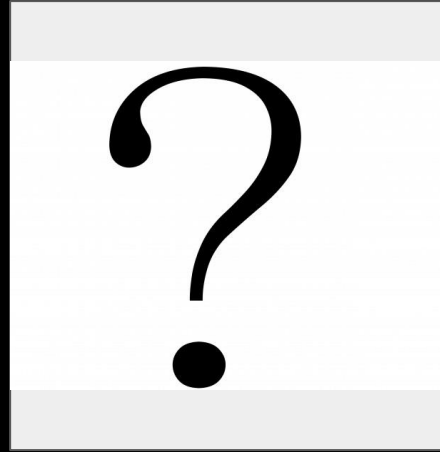
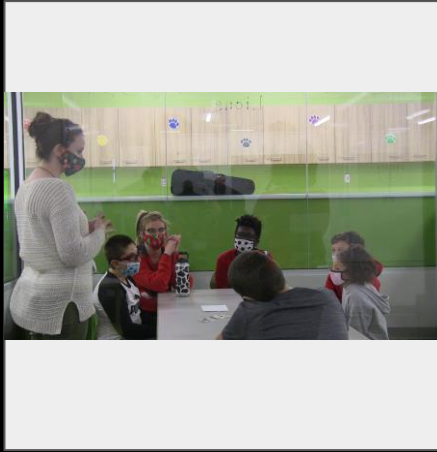
Activator!

Board members, think of a student.

- You can picture your own children
- A student you worked with in the past
- Or maybe a student you saw during a board visit to one of the schools

What are your hopes for that student?





The idea so frequently heard in schools -- "These are *my* kids, *my* room and *my* materials" -- must give way to a new paradigm of **THESE ARE OUR KIDS** and we cannot help all of them learn...without a collective effort.

Overview

Methods of Assessment:

- **FAST**- Required statewide intervention and progress monitoring in grades K-6
- **ISASP**- Required statewide assessment used for state and federal accountability
- **Conditions for Learning Survey**- Requirement of the Iowa Department of Education

District Level ISASP Reports

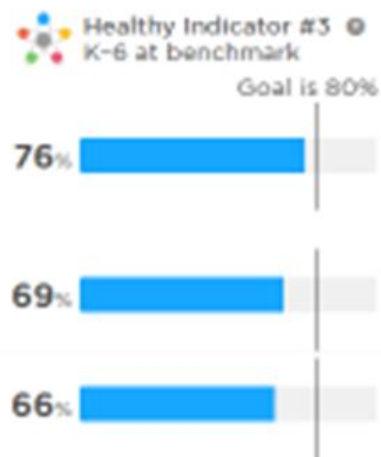
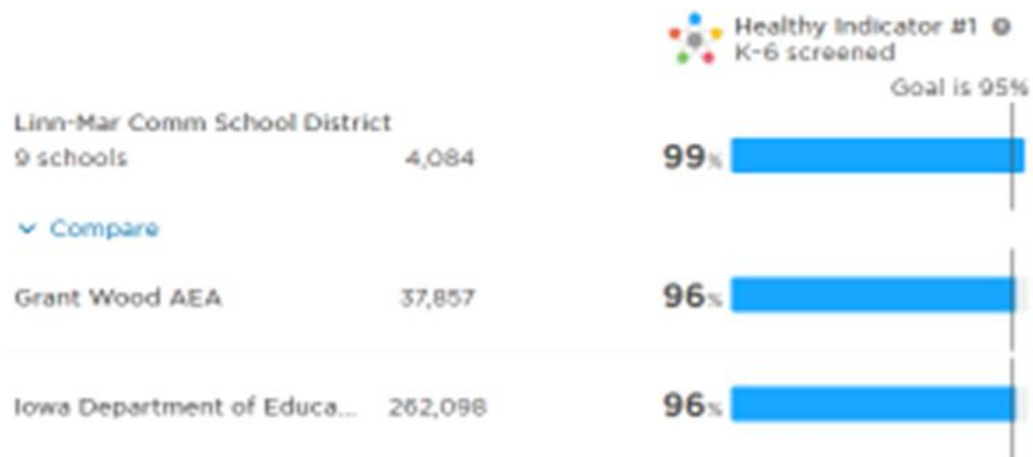
Handouts- [Sample Conditions for Learning Surveys](#)

Board members have these questions as a handout.

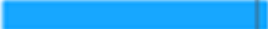
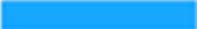
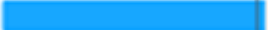
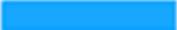
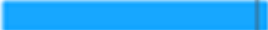
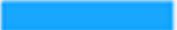
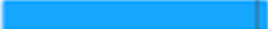
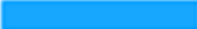
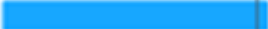
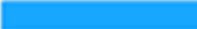




FAST 2021-22 District (FALL)



FAST 2021-22 District (Spring)



FAST 2021- 22 Grade Level Fall

Grade level	Enrollment	Screened	At benchmark
KG	577	99% 	73% 
1	586	98% 	65% 
2	543	99% 	64% 
3	634	99% 	74% 
4	563	99% 	77% 
5	581	99% 	75% 
6	594	99% 	76% 

FAST 2021- 22 Grade Level Spring

Grade level	Enrollment	Screened	At benchmark
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KG	586	99%	70%
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KG	586	99%	70%
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1	580	99%	68%
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1	580	99%	68%
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2	550	99%	74%
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2	550	99%	74%
---	-----	-----	-----



3	645	99%	80%
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3	645	99%	80%
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4	559	99%	82%
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4	559	99%	82%
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5	578	97%	79%
---	-----	-----	-----

5	578	97%	79%
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6	586	99%	80%
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6	586	99%	80%
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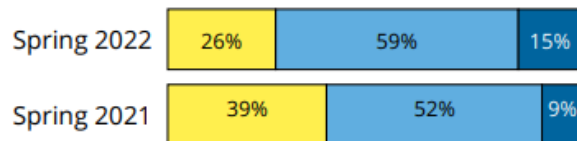
The graphs below display the performance of the grade 3 students in the district compared to the state by Achievement Level.



ENGLISH LANGUAGE ARTS TOTAL

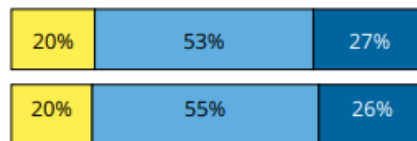
Percentage by Achievement Level

DISTRICT

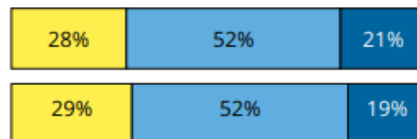
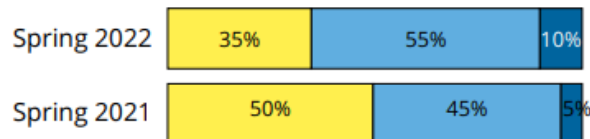


MATHEMATICS

Percentage by Achievement Level



STATE



Percentages may not add to 100 due to rounding.

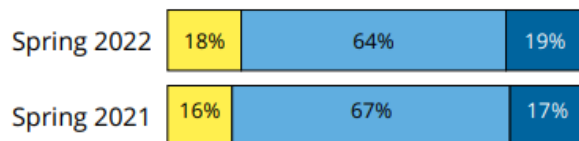
ACHIEVEMENT LEVELS: NOT YET PROFICIENT PROFICIENT ADVANCED

The graphs below display the performance of the grade 4 students in the district compared to the state by Achievement Level.

ENGLISH LANGUAGE ARTS TOTAL

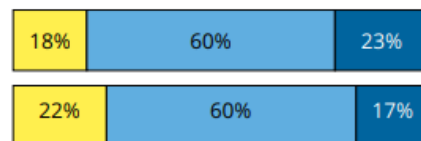
Percentage by Achievement Level

DISTRICT

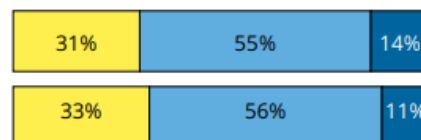
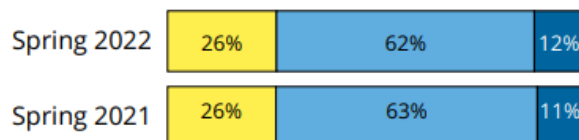


MATHEMATICS

Percentage by Achievement Level



STATE



Percentages may not add to 100 due to rounding.

ACHIEVEMENT LEVELS:



NOT YET PROFICIENT



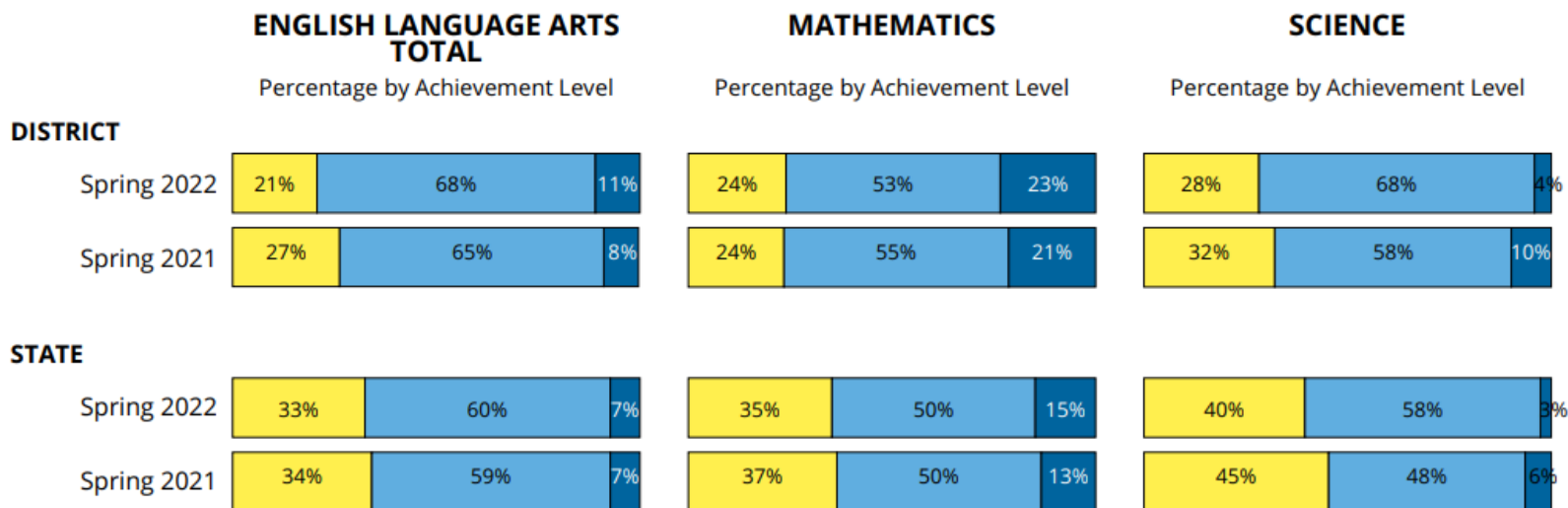
PROFICIENT



ADVANCED

School District	Grade	ELA		Math		Science	
		# Tested	% Proficient	# Tested	% Proficient	# Tested	% Proficient
Linn-Mar	3	640	74%	640	80%		
	4	551	82%	551	82%		
	5	573	79%	573	76%	573	72%
	6	586	78%	586	80%		
	7	575	82%	576	75%		
	8	578	81%	580	72%	578	73%
	9	574	71%	575	71%		
	10	535	70%	537	68%	536	63%
	11	534	62%	534	64%		

The graphs below display the performance of the grade 5 students in the district compared to the state by Achievement Level.



Percentages may not add to 100 due to rounding.

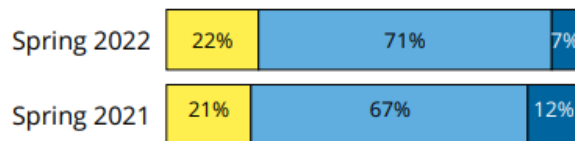
ACHIEVEMENT LEVELS: NOT YET PROFICIENT PROFICIENT ADVANCED

The graphs below display the performance of the grade 6 students in the district compared to the state by Achievement Level.

ENGLISH LANGUAGE ARTS TOTAL

Percentage by Achievement Level

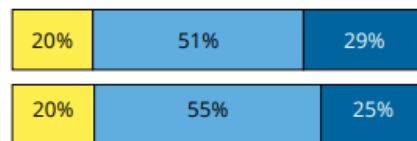
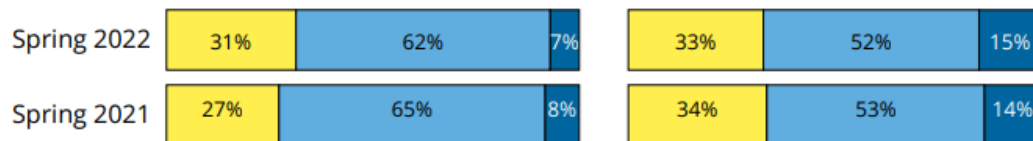
DISTRICT



MATHEMATICS

Percentage by Achievement Level

STATE



Percentages may not add to 100 due to rounding.

ACHIEVEMENT LEVELS:



NOT YET PROFICIENT



PROFICIENT



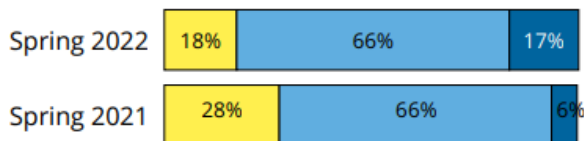
ADVANCED

The graphs below display the performance of the grade 7 students in the district compared to the state by Achievement Level.

ENGLISH LANGUAGE ARTS TOTAL

Percentage by Achievement Level

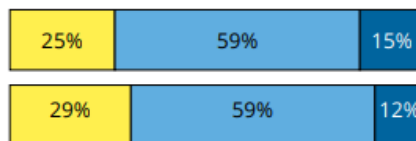
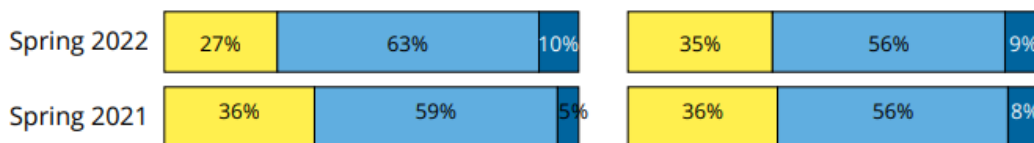
DISTRICT



MATHEMATICS

Percentage by Achievement Level

STATE



Percentages may not add to 100 due to rounding.

ACHIEVEMENT LEVELS: NOT YET PROFICIENT PROFICIENT ADVANCED

The graphs below display the performance of the grade 8 students in the district compared to the state by Achievement Level.

**ENGLISH LANGUAGE ARTS
TOTAL**

Percentage by Achievement Level

MATHEMATICS

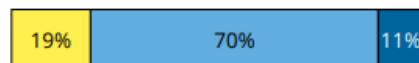
Percentage by Achievement Level

SCIENCE

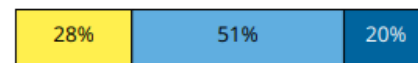
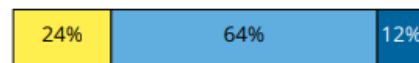
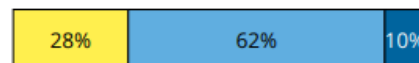
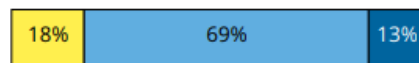
Percentage by Achievement Level

DISTRICT

Spring 2022



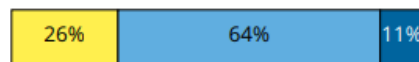
Spring 2021

**STATE**

Spring 2022



Spring 2021



Percentages may not add to 100 due to rounding.

ACHIEVEMENT LEVELS:



NOT YET PROFICIENT



PROFICIENT



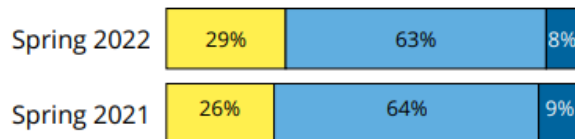
ADVANCED

The graphs below display the performance of the grade 9 students in the district compared to the state by Achievement Level.

ENGLISH LANGUAGE ARTS TOTAL

Percentage by Achievement Level

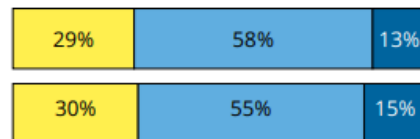
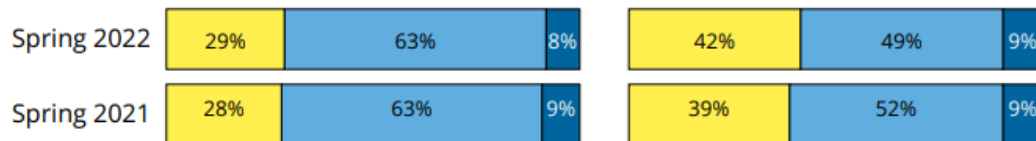
DISTRICT



MATHEMATICS

Percentage by Achievement Level

STATE



Percentages may not add to 100 due to rounding.

ACHIEVEMENT LEVELS: NOT YET PROFICIENT PROFICIENT ADVANCED

The graphs below display the performance of the grade 10 students in the district compared to the state by Achievement Level.

ENGLISH LANGUAGE ARTS TOTAL

Percentage by Achievement Level

MATHEMATICS

Percentage by Achievement Level

SCIENCE

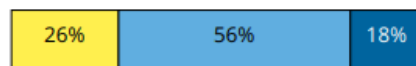
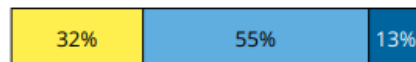
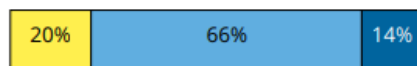
Percentage by Achievement Level

DISTRICT

Spring 2022

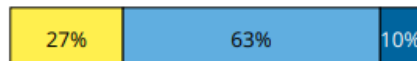


Spring 2021

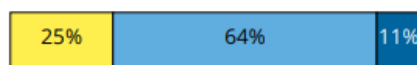


STATE

Spring 2022



Spring 2021



Percentages may not add to 100 due to rounding.

ACHIEVEMENT LEVELS: NOT YET PROFICIENT PROFICIENT ADVANCED

The graphs below display the performance of the grade 11 students in the district compared to the state by Achievement Level.

**ENGLISH LANGUAGE ARTS
TOTAL**

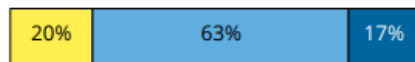
Percentage by Achievement Level

DISTRICT

Spring 2022



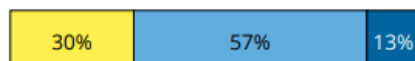
Spring 2021

**MATHEMATICS**

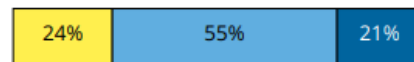
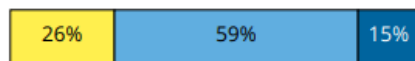
Percentage by Achievement Level

STATE

Spring 2022



Spring 2021



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ACHIEVEMENT LEVELS: NOT YET PROFICIENT PROFICIENT ADVANCED

How are we responding to the data?

- ★ **Building level analysis- Individual students**
 - **Special Education, F/RL, Subgroup analysis**
- ★ **Continue the skill work through our instructional coaches and strategists**
- ★ **Assist building principals and teachers with data collection and analysis in their teams. Focus on professional growth plans.**
- ★ **Intervention and progress monitoring for students in FAST.**
- ★ **Conditions for Learning results tied to building improvement goals**



Notice of Proposed IASB Bylaws Amendment: National Membership

TO BE VOTED ON AT A SPECIAL DELEGATE ASSEMBLY ON TUESDAY, SEPTEMBER 13, 2022,
6 P.M., VIA VIRTUAL PLATFORM (ZOOM).

The IASB Board of Directors is convening a special Delegate Assembly to consider a proposed bylaws amendment which requires timely action. The amendments recommended by the IASB Board are below. The first grants the IASB Board authority to select national membership organization(s) for affiliation in light of changing dynamics at the national level. The second is conforming language regarding representation when an Iowa leader is serving on the board of a national organization of state school boards associations.

Amendments require a two-thirds vote for passage.

Proposed Amendments

Article XII—~~NSBA Affiliation~~ **National Presence**

Section 1. ~~National School Board Association.~~ ~~The corporation shall be affiliated with the National School Boards Association (NSBA) and participate in the activities thereof.~~ **National Affiliations.** The Board of Directors may determine methods to advance the goals and policies of IASB by approving memberships or affiliations with other state school boards associations and participating in the activities thereof.

Section 2. Ex Officio Director. ~~At any time an office in the National School Boards Association~~ on the board of directors of a national association of state school boards associations is held by a member of the corporation said person shall serve as an ex officio voting member of the Board of Directors of the corporation.

Article IV – Board of Directors

Section 1. Directors. The Board of Directors shall consist of one member from each of the nine districts of the state, one member from the area education agency director district, officers of the corporation, and any Iowa resident serving on the Board of ~~the National School Boards Association~~ a national association of state school boards associations. The immediate past president shall serve as an ex officio voting member of the Board of Directors; however, the past president shall not be required to be a member of a local school board to hold said office.

More Info: Rationale for the proposal is available [here](#). For questions or more information, contact Lisa Bartusek, IASB Executive Director, at lbartusek@ia-sb.org or (515) 247-7042. A complete copy of the IASB Bylaws is available on request.

Comments may also be addressed to the IASB Board of Directors at IASBBoard@ia-sb.org.



Issue Backgrounder & Rationale: Proposed Bylaws Amendment on National Membership

SPECIAL DELEGATE ASSEMBLY CALLED FOR TIMELY ACTION
SEPTEMBER 13, 2022, 6 P.M., VIA ZOOM

Background

Iowa has been a long-standing member of the National School Boards Association (NSBA), which is a federation of state school boards associations. Iowa school boards voted many years ago to commit to IASB's participation by adopting bylaws language making membership in NSBA mandatory:

Article XII, Section 1: The corporation shall be affiliated with the National School Boards Association (NSBA) and participate in the activities thereof.

Networking and collaborating with other state school boards associations through NSBA has brought many values over time, from sharing resources, to organized federal advocacy, to value-added services for IASB members such as a national conference.

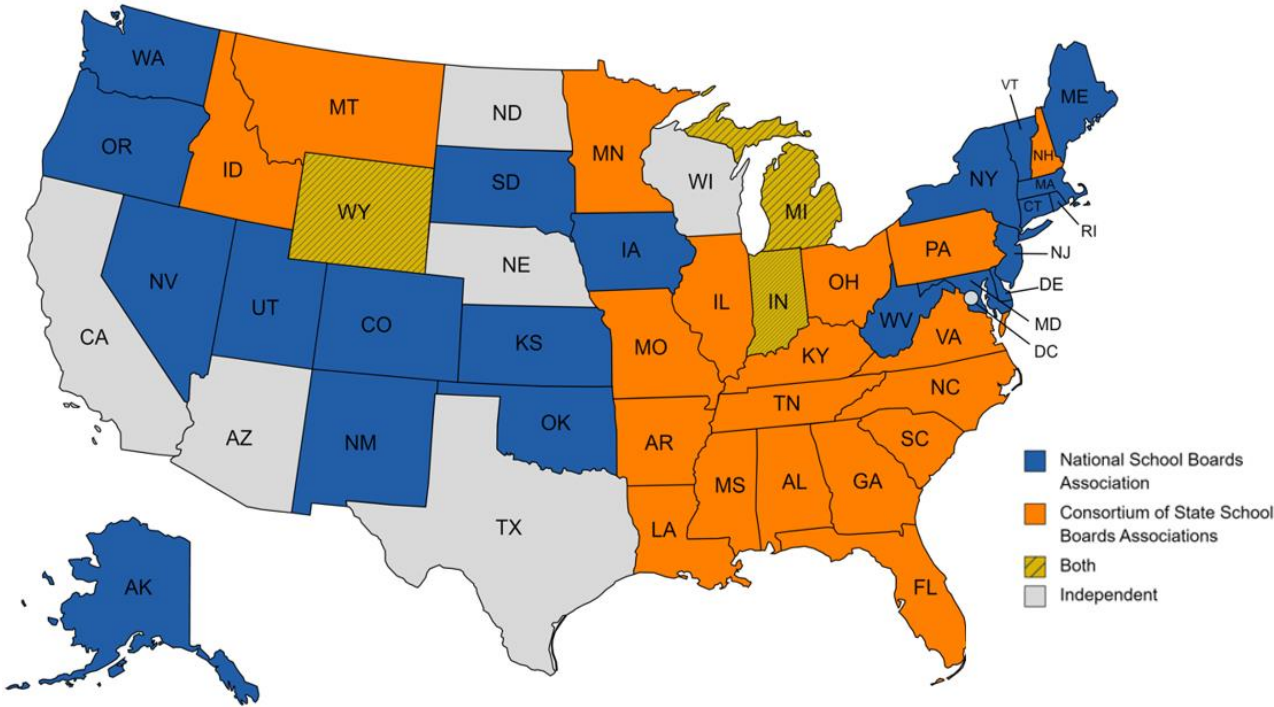
The national context has changed significantly; the IASB Board of Directors can no longer recommend membership in NSBA for 2022–23.

In recent years, many states have expressed concerns about return on investment, a lack of communication with and involvement of the members, and financial management of NSBA. In 2019 and 2020, 18 states formalized their concerns in written letters to NSBA. By July 2021, one state had withdrawn, and several others were delaying renewal in order to press for change. In September 2021, NSBA leaders initiated a controversial action ("Letter to Biden") without member involvement or support, causing additional states to withdraw.

As of July 2022, 25 state school boards associations have withdrawn from NSBA. Twenty-two states have founded a new organization, the Consortium of State School Boards Associations (COSSBA). Three states are members of both. Six states are not currently part of a national organization.

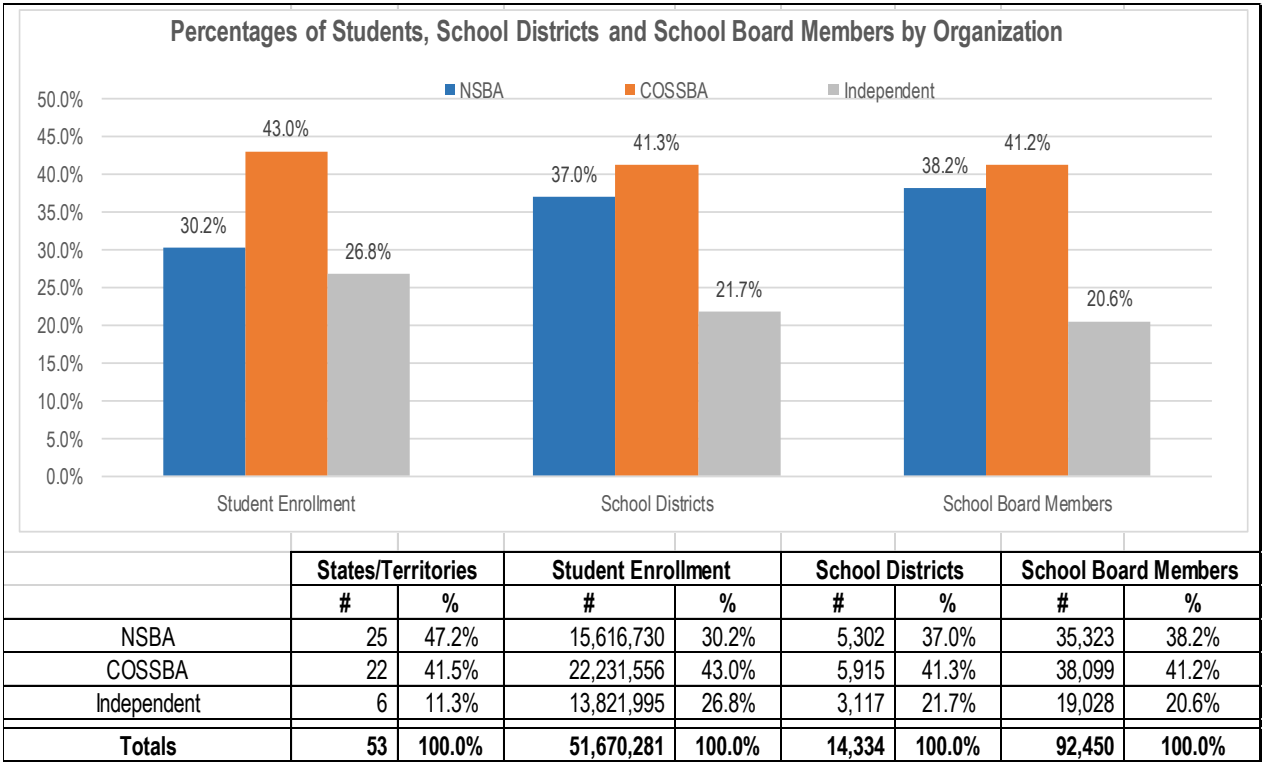
Memberships of State School Boards Associations

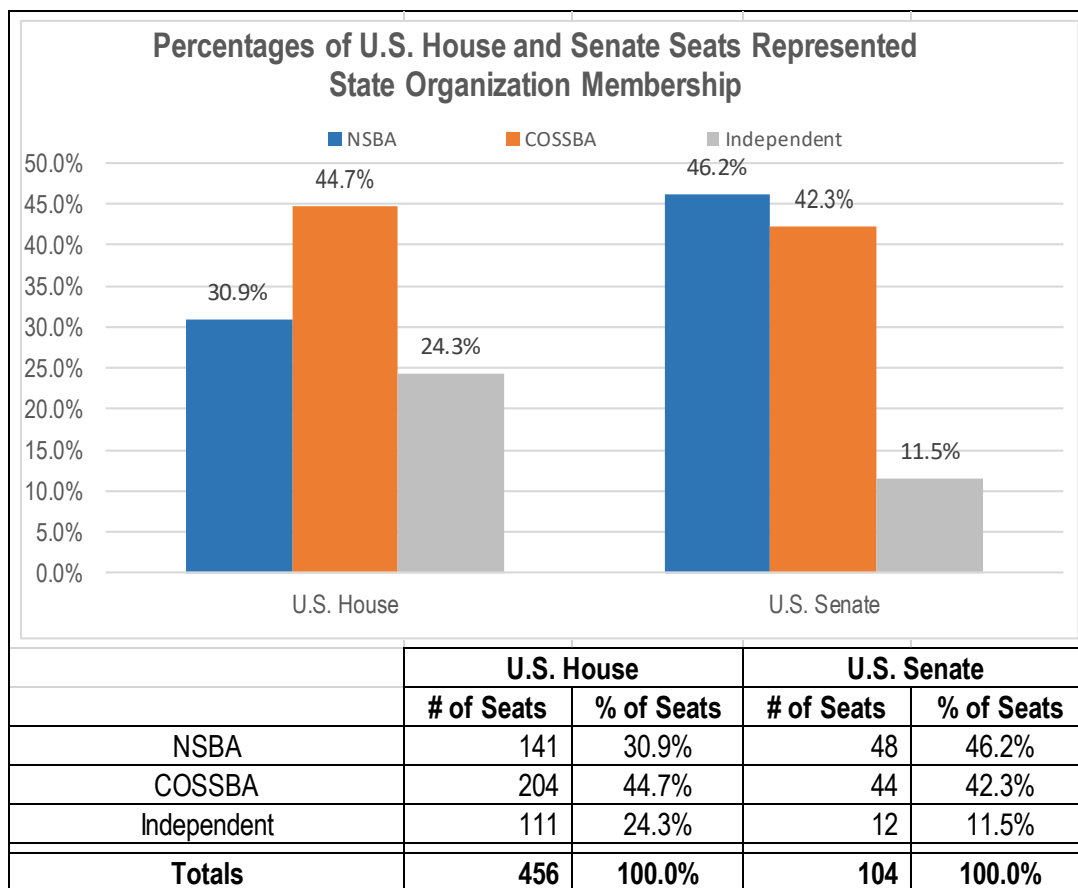
AS OF JULY 2022



National Association Representation

AS OF JULY 2022





Source Notes: IASB analysis from various data sources. Three states are members of both NSBA and COSSBA and their state amounts are included in both association totals. NSBA data includes the U.S. Virgin Islands. Data does not include Hawaii and Washington, D.C., which have not typically been members at the national level.

The IASB Board of Directors has actively monitored the national context, conducting extensive due diligence on how Iowa should respond. As the data above shows, NSBA’s representation and scope are substantially lessened. Significant staffing cuts have occurred, with no communication on the impact on services. In addition, our prior concerns on the financial condition and viability of NSBA are now elevated. An analysis of financial documents shows negative net assets, limited cash reserves, additional liabilities, a high operating cost structure, and lack of projections beyond December 2022.

In July, the IASB Board came to agreement that we cannot recommend renewal of IASB’s membership in NSBA for 2022–23, costing \$68,512, as a fiscally responsible use of member resources. This payment is due by October 1, so we must take action, or we will be committed financially to an organization that isn’t currently in the position to provide the services and support we need.

On July 21, the IASB Board voted:

- To convene a special Delegate Assembly on September 13, 2022, to propose a bylaws amendment, granting the IASB Board authority and flexibility to determine participation in national associations representing state school boards associations. *See separate handout for complete bylaws language and details on the meeting.*

- To defer action on NSBA membership renewal for 2022–23 until the IASB Board meeting on September 20–21, 2022, after the special Delegate Assembly has considered the proposed bylaws amendment.

The IASB Executive Committee has recommended that IASB join the 22 states in the new organization, COSSBA, for 2022–23, subject to passage of the bylaws change allowing Iowa to withdraw from NSBA.

Our Executive Committee, which led the due diligence process, found the new organization is operating in innovative ways that will allow us to better pursue IASB goals of collaboration among states, federal advocacy, and enhanced services to our members. First-year dues to COSSBA would be \$34,256.

Initial IASB Board discussions indicate high support for this direction, so we feel it's important to be transparent. We welcome your input directly or via IASBBoard@ia-sb.org.

In unity there is strength. IASB's objective must be to build up a single organization, even as we navigate the current fragmentation. There is greater opportunity and influence through unified effort among all states.

The recommended bylaws change would grant the IASB Board authority to make decisions annually, as we actively participate and closely monitor the situation. It also allows flexibility should the organizations merge and/or rename. We are committed to leading in efforts to reunify the states in a single network over time.

We ask for support of Iowa school boards to approve the bylaws amendment as proposed, and your participation on September 13 so we can move forward in a timely way.

On behalf of the IASB Board of Directors,



Jim Green
IASB Board President

Liz Brennan
IASB Board President-Elect

Amy Jurrens
Chair, Governance & Bylaws



Inspire Learning.
Unlock Potential.
Empower Achievement.

School Board Regular Meeting Minutes August 8, 2022

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board regular 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, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard, Nicholson, Christian, Ramos, and Breifelder. Absent: Read and Wear.

200: Adoption of the Agenda *Motion 007-08-08*

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

300: Special Recognition

Athletic Director Tonya Moe shared highlights regarding girls' softball in recognition of their successes as conference champions and competing at the state tournament.

400: Audience Communications

1. Gary Sneller, LM resident, thanked the board for their work in education
2. Chelsea Newton, LM resident, spoke against Policy 504.13
3. Joe Sintler, LM resident, spoke against the Parents Defending Education group

500: Informational Reports, Discussions, and Presentations

501: Marion City Council

Rollinger reported that during the July 21st meeting the Council approved a hold harmless request for the Linn-Mar homecoming parade. Buchholz reported that during the August 4th meeting the Council approved the renewal of the Linn-Mar school resource officer agreement, allowing UTVs on Marion streets driven by people 18 years of age or older, and that several stop sign updates would occur around the Alburnett/Echo Hill Road roundabout area to deter traffic cutting through the neighborhoods.

502: Superintendent's Update

Superintendent Bisgard reported that the summer construction projects are going well except for the delay in the stadium turf project and that conversations are occurring with the City of Marion regarding the Alburnett/Echo Hill Road roundabout construction project as well as the Indian Creek trail project. Bisgard also shared that recent technology issues continue to be addressed and that school will still begin on August 23rd. A communication plan is being developed that will be shared with families if the phone lines are still not functioning at the start of school.

600: Unfinished Business

601: Return-to-Learn Plan – Exhibit 601.1 *Motion 008-08-08*

Morey facilitated a discussion of the proposed changes. The board was in agreement regarding changing the wording of “will follow” CDC, LCPH, and IDPH guidance to “will reference”.

MOTION by Buchholz to approve the updated Return-to-Learn Plan with the amended wording of “referencing” guidance from the CDC, LCPH, and IDPH under the Overview and COVID-19 Reporting sections. Second by Walker. Voice vote, all ayes. Motion carried.

602: Acceptance of Completion & Final Payment – Exhibit 602.1 *Motion 009-08-08*

MOTION by Buchholz to approve the acceptance of completion and issue final payment of \$1,977.35 to Dryspace, Inc., for the Indian Creek roof replacement project. Second by Nelson. Voice vote, all ayes. Motion carried.

603: Strategic Planning – Exhibit 603.1 *Motion 010-08-08*

Morey reviewed the process of screening vendors to serve as facilitators for the strategic planning process and clarified several questions regarding Collective Clarity presented by the board.

MOTION by Walker to approve the hiring of Collective Clarity as strategic planning partner and their proposal for services as presented in Exhibit 603.1. Second by Wall. Voice vote, all ayes. Motion carried.

700: New Business

701: IASB Proposed Bylaw Amendment – Exhibit 701.1 *Motion 011-08-08*

Morey facilitated a discussion on the recent proposed bylaw amendment, regarding national membership, from the Iowa Association of School Boards. The board supports the amendment but has concerns about IASB’s recommendation to join the Consortium of State School Boards Association (COSSBA) until further information is known about the consortium.

MOTION by Buchholz to table the vote on the IASB proposed bylaw amendment until further information can be collected and reconsideration of the proposed amendment occur during the August 29th board meeting. Second by Nelson. Morey will contact IASB for additional information. Voice vote, all ayes. Motion carried.

702: Open Enrollment Requests *Motion 012-08-08*

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

Approved IN

Name	Grade	Resident District
Bogguri, Monisha	2 nd	Cedar Rapids CSD
Ferguson, Clarence	2 nd	North Linn CSD
Salyars, Jayla	9 th	Marion Independent
Suarez, Scarlett	7 th	Cedar Rapids CSD

Denied IN

Name	Grade	Resident District	Reason
Johnson, LaNyla	10 th	Cedar Rapids CSD	Insufficient Space
Salyars, Chevi	9 th	Marion Independent	Insufficient Space

800: Consent Agenda Motion 013-08-08

MOTION by Walker to approve the consent agenda as presented. Second by Weaver. Buchholz requested additional clarifications on item 804.1. Voice vote, all ayes. Motion carried.

801: Personnel***Certified Staff: Assignment/Reassignment/Transfer***

Name	Assignment	Dept Action	Salary Placement
Gallaway, Dawn	LG: Kindergarten Teacher	8/10/22	TBD
Jameson, Ann	HS: Science Teacher	8/10/22	MA, Step 7
Lappe, Shanon	EH: 2 nd Gr Teacher	8/17/22	BA, Step 1
Printy, Mary	From LG Kindergarten to OR Reading Teacher	8/17/22	Same
Rodenkirk, Kyle	HS: PE/Health Teacher	8/10/22	TBD

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Casebolt, Matt	HS: PE/Health Teacher	7/22/22	Other employment
Hajek, Justin	EX: Social Studies Teacher	7/19/22	Other employment
Russell, Amy	HS: .6 Spanish Teacher	8/2/22	Personal

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Gott, Amy	WF: Counselor's Secretary	8/15/22	LMSEAA IV, Step 1
Lancaster, Kirsten	OR: Building Secretary	8/15/22	LMSEAA IV+.50, Step 1
Rossetti, Tony	O&M: Manager	8/15/22	\$91,000/year
Moen, Kayla	LG: Student Support Associate	8/17/22	LMSEAA II, Step 1
Wedeking, Brett	LG: Student Support Associate	8/17/22	LMSEAA II, Step 1

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Geater, Jaye	WF: Health Assistant	8/3/22	Other employment
Moos, Crystal	WF: Student Support Associate	7/26/22	Other employment
Young, Jennifer	LG: Health Assistant	7/19/22	Personal

802: Approval of July 18th Minutes – Exhibit 802.1**803: Approval of Bills – Exhibit 803.1****804: Approval of Contracts – Exhibits 804.1-7**

1. Change order #1 with Rathje Construction for the Excelsior parking lot project
2. Agreement with School Administrators of Iowa for mentoring and induction program
3. Commercial licensing agreement with PEL Industries
4. Independent contractor agreement with Vanessa Terrell for work with marching band
5. Independent contractor agreement with Tom Mackey for work with marching band
6. Independent contractor agreement with Jason Maiers for work with marching band
7. Change order #2 with Modern Builders for Echo Hill/Novak roof project
8. Interagency agreements for Special Education services with Mason City CSD (1) and Newell-Fonda CSD (1). *For student confidentiality, exhibits not provided.*

805: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and board policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. Item for sale: 2011 Toro 360 mower with 72" deck side discharge.

900: Board Communications, Calendar, and Committees

901: Board Communications

Morey shared she will be submitting a proposal to the board regarding website content and asked the board members to contact her to scheduled 1:1 meetings. Nelson shared that she is excited about the new roof on Bowman Woods.

902: Board Calendar

Date	Time	Event	Location
<i>Aug 17</i>	<i>7:30 AM</i>	<i>Staff Welcome Back</i>	<i>High School Main Gym</i>
Aug 18	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall/Virtual
<i>Aug23</i>	<i>---</i>	<i>First Day of School for K-9th Grades</i>	
<i>Aug 24</i>	<i>--</i>	<i>First Day of School for 10th-12th Grades</i>	
Aug 29	5:00 PM	Board Meeting	Boardroom/YouTube
Date	Time	Event	Location
Sept 8	5:30 PM	Marion City Council (<i>Nelson</i>)	City Hall/Virtual
Sept 12	5:00 PM	Board Meeting	Boardroom/YouTube
Sept 14	1:00 PM	Policy Committee Meeting	Boardroom
Sept 22	7:30 AM	Finance/Audit Committee	LRC Room 203
Sept 22	5:30 PM	Marion City Council	City Hall/Virtual
Sept 26	5:00 PM	Board Meeting	Boardroom/YouTube
Sept 29	11:30 AM	Board Visit	Hazel Point Intermediate

903: Committees and Advisories

Committee	2021-22 Representatives
Finance/Audit Committee	Buchholz, Morey, and Weaver
Policy/Governance Committee	Morey, Nelson, and Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, and Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, and Wall

1000: Adjournment *Motion 014-08-08*

MOTION by Buchholz to adjourn the meeting at 6:22 PM. Second by Wall. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

**School Board Work Session Minutes
August 8, 2022**

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board work session was called to order at 6:39 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard.

200: Adoption of the Agenda *Motion 015-08-08*

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

300: Work Session

301: Move into Closed Session *Motion 016-08-08*

MOTION by Wall to move into closed session at 6:40 PM per Iowa Code 25.5(i) *“to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.”* Second by Nelson. Roll call vote, all ayes. Motion carried.

302: Return to Open Session *Motion 017-08-08*

MOTION by Walker to return to open session at 7:35 PM. Second by Buchholz. Roll call vote, all ayes. Motion carried.

400: Adjournment *Motion 018-08-08*

MOTION by Wall to adjourn the work session at 7:35 PM. Second by Walker. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer



Inspire Learning.
Unlock Potential.
Empower Achievement.

**School Board Special Session Minutes
August 15, 2022**

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board special session was called to order at 1:00 PM in room 5 of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Buchholz attended electronically. Administration present: Bisgard, Nicholson, and Ramos. Also present electronically were attorneys Jeff Boogay, Meghan Carey, and Miriam Van Heukelem.

200: Adoption of the Agenda *Motion 019-08-15*

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

300: Closed Session

301: Move into Closed Session *Motion 020-08-15*

MOTION by Wall to move into closed session at 1:01 PM to discuss strategy with the district's legal counsel regarding "*information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50*"; as provided in Chapter 21.5(1.k) of the Code of Iowa. Second by Nelson. Roll call vote, all ayes. Motion carried.

302: Return to Open Session *Motion 021-08-15*

MOTION by Walker to return to open session at 2:32 PM. Second by Weaver. Roll call vote, all ayes. Motion carried.

400: Adjournment *Motion 022-08-15*

MOTION by Wall to adjourn the special session at 2:32 PM. Second by Walker. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES	\$75.00
Fund Total:		\$75.00
Fund: GENERAL		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$11,326.01
BUDGET CAR RENTAL	TRANSP PRIVATE CONT	\$5,853.16
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$150,366.21
COLLECTION	EE LIAB-GARNISHMENTS	\$1,570.59
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,348,769.89
FARMTEK	INSTRUCTIONAL SUPPLIES	\$352.90
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$219.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$48,281.52
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$206,444.87
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$48,281.52
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$206,444.87
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$294,972.93
IOWA CITY COMMUNITY SCHOOLS	TUITION IN STATE	\$8,747.39
IOWA DIVISION OF LABOR	OTHER PROFESSIONAL	\$160.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$224,509.29
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$336,942.93
IOWA SHARES	EE LIAB-CHARITY	\$3.00
IOWA SOLUTIONS	OTHER TECH SER	\$145.00
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$207.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2,955.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$8,177.32
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$11,598.32
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$366,632.92
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$20,884.56
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,580.00
OELWEIN COMMUNITY SCHOOL DISTRICT	TUITION IN ST-SP ED	\$2,389.15
Polk County Sheriff	EE LIAB-GARNISHMENTS	\$1,309.38
REIMAN GARDENS	INSTRUCTIONAL SUPPLIES	\$36.00
SOUTHEAST POLK COMM SCHOOL DISTRICT	TUITION IN STATE	\$57,167.88
STOREY KENWORTHY	INSTRUCTIONAL SUPPLIES	\$1,312.41
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$137,911.49
TYLER TECHNOLOGIES INC	OTHER PROFESSIONAL	\$845.00
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$199.67
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$58,084.68
Fund Total:		\$4,592,681.86
Fund: PHY PLANT & EQ LEVY		
GREENWOOD CLEANING SYSTEMS	EQUIPMENT >\$5,000	\$1,650.00
Fund Total:		\$1,650.00
Fund: STUDENT ACTIVITY		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$482.88

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$8.65
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$37.09
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$8.65
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$37.09
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$53.02
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$40.57
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$60.87
LOVELESS BAYLEIGH	INSTRUCTIONAL SUPPLIES	\$2,200.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$22.79

Fund Total: \$2,951.61

Grand Total: \$4,597,358.47

End of Report

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$34,906.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$667.26
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$2,853.02
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$667.26
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$2,853.02
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$1,410.68
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$887.83
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,332.47
IOWA SWIMMING, INC (DES MOINES)	GENERAL SUPPLIES	\$50.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$10.13
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$359.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$41.52
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$566.50
Fund Total:		\$46,609.69
Fund: DEBT SERVICE		
UMB BANK, N.A.	OTHER PROFESSIONAL	\$600.00
Fund Total:		\$600.00
Fund: GENERAL		
A-1 RENTAL, INC	RENTALS EQUIPMENT	\$53.50
ABILITY PHYSICAL THERAPY, P.C.	INSTRUCTIONAL SUPPLIES	\$3,208.33
ADVANTAGE	GENERAL SUPPLIES	\$99.18
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$157.50
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$3,099.46
ALLIANT ENERGY	ELECTRICITY	\$139,938.77
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$2,959.94
AMERICAN FLAGPOLE & FLAG CO.	GENERAL SUPPLIES	\$236.00
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$5.39
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$226.38
AMSTERDAM	INSTRUCTIONAL SUPPLIES	\$232.50
ANCHOR FRAME & AXLE	VEHICLE REPAIR	\$367.50
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$12.07
ASAVIE TECHNOLOGIES/AKAMAI TECHNOLOGIES	COMPUTER SOFTWARE	\$60.00
ASCD	DUES AND FEES	\$89.00
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$657.57
BISGARD SHANNON	TRAVEL	\$20.00
BLOCKER REBECCA	TRAVEL	\$40.00
BOHNSACK & FROMMELT LLP	OTHER PROFESSIONAL	\$7,900.00
BRECKE	REPAIR/MAINT SERVICE	\$1,450.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$90.00
C.R. GLASS CO	GENERAL SUPPLIES	\$119.09
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$1,575.77
CARROLL CONSTRUCTION SUPPLY	GROUNDS UPKEEP	\$1,548.90

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
CDW - GOVERNMENT	EQUIPMENT >\$5,000	\$4,295.91
CEDAR RAPIDS TIRE	REPAIR PARTS	\$129.94
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$846.65
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$1,879.90
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$6,790.95
CENTURYLINK	TELEPHONE	\$2,725.99
CITYWIDE CLEANERS	INSTRUCTIONAL SUPPLIES	\$1,371.51
COLLECTION	EE LIAB-GARNISHMENTS	\$1,964.36
COLLECTIVE CLARITY	PROF SERV: EDUCATION	\$1,000.00
CORRIDOR MEDIA GROUP	GENERAL SUPPLIES	\$84.00
CR/LC SOLID WASTE AGENCY	GROUNDS UPKEEP	\$109.15
CRESCENT PARTS & EQUIPMENT CO., INC	ELECTRICAL SUPPLY	\$33.40
CROWBAR'S	TRANSP. PARTS	\$17.60
CULLIGAN	GENERAL SUPPLIES	\$425.85
DECKER EQUIPMENT	GENERAL SUPPLIES	\$95.65
DPT SERVICES, L.L.C	HEAT/PLUMBING SUPPLY	\$119.20
EDPUZZLE, INC.	COMPUTER SOFTWARE	\$11,150.00
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,779.39
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$6,576.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$779,331.51
FLEMING NURSERY, INC	GROUNDS UPKEEP	\$226.00
FRANKLIN COVEY	OTHER PROFESSIONAL	\$37,582.08
FREDIN JENNIFER	TUITION: STUDENT	\$170.00
FRONTLINE TECHNOLOGIES	LCENSE RENEWAL FOR SOFTWARE SERVICES	\$2,435.62
GALLAGHER BENEFIT SERVICES, INC	OTHER PROFESSIONAL	\$5,800.00
GASWAY CO, J P	GENERAL SUPPLIES	\$927.78
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$2,619.48
GRAINGER	GENERAL SUPPLIES	\$1,206.14
GRAYBAR ELECTRIC CO. INC	ELECTRICAL SUPPLY	\$457.10
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$9,848.00
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$700.00
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$328.00
HOGLUND BUS CO. INC	TRANSP. PARTS	\$5,797.31
HOLIDAY INN AIRPORT	TRAVEL	\$651.84
IMON COMMUNICATIONS LLC	INTERNET- COVID RELATED	\$180.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$2,090.37
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$15,918.03
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$67,060.43
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$15,918.03
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$67,060.43
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$97,156.92
INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$1,312.80
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$140.95
INTERSTATE BILLING SERVICE	GENERAL SUPPLIES	\$144.31
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$241.59

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$72,207.82
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$108,369.15
IOWA SHARES	EE LIAB-CHARITY	\$20.00
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$54.48
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$4,012.40
KENDALL HUNT	INSTRUCTIONAL SUPPLIES	\$6,090.93
KENNEDY DAVID	TUITION: STUDENT	\$80.00
KINGS MATERIAL	GROUNDS UPKEEP	\$696.65
KIRKWOOD COMM COLLEGE	PROF SERV: EDUCATION	\$22,777.50
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$42.00
LINDER TIRE SERVICE INC	REPAIR PARTS	\$189.14
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$3,737.46
LINN COUNTY REC	ELECTRICITY	\$34,157.80
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$230.83
LYNCH DALLAS, P.C.	LEGAL SERVICES	\$1,175.12
MACKEY, THOMAS	INSTRUCTIONAL SUPPLIES	\$700.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$930.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$1,338.38
MAIERS JASON	Professional Educational Services	\$1,900.00
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$542.52
MARION JANITORIAL SUPPLY CO	SHOP TOOLS/EQUIPMENT	\$235.21
MARION WATER DEPT	WATER/SEWER	\$10,511.22
MCCORMICK'S GROUP LLC	INSTRUCTIONAL SUPPLIES	\$6,408.52
MCMASTER-CARR	GENERAL SUPPLIES	\$159.49
MEDIACOM	INTERNET- COVID RELATED	\$467.65
MEDIACOM	TELEPHONE	\$306.90
MENARDS -13127	GENERAL SUPPLIES	\$1,980.34
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$256.41
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$12,432.21
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$236,357.09
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$4,464.38
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$28,768.24
MH EQUIPMENT COMPANY	ELECTRICAL SUPPLY	\$684.00
MID AMERICAN ENERGY	NATURAL GAS	\$4,131.81
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR PARTS	\$80.29
MIDWEST ALARM SERVICES	OTHER PROFESSIONAL	\$6,794.16
MYSAK TRANSMISSION	VEHICLE REPAIR	\$203.85
NAPA AUTO PARTS	TRANSP. PARTS	\$5.49
OFFICE EXPRESS	GENERAL SUPPLIES	\$455.25
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$1,508.94
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$695.00
PATEL SHILPA	TUITION: STUDENT	\$90.00
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$234.74
PERFORMANCE HEALTH SUPPLY, LLC	PROF SERV: EDUCATION	\$2,218.42

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$1,767.48
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$595.47
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$1,137.99
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$1,270.00
POSTMASTER	POSTAGE/UPS	\$2,000.00
PROJECT LEAD THE WAY	STAFF WORKSH/CONF	\$1,900.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,474.90
QUALITY AUTO REBUILDERS	VEHICLE REPAIR	\$501.79
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$104.46
REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	\$973.17
RIVERSIDE TECHNOLOGIES, INC	COMPUTER SOFTWARE	\$655.00
RIVERSIDE TECHNOLOGIES, INC	EQUIPMENT >\$5,000	\$37,060.00
RIVERSIDE TECHNOLOGIES, INC	OTHER TECH SER	\$3,377.16
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$67.34
ROTO-ROOTER	SHOP TOOLS/EQUIPMENT	\$130.00
SADLER POWER TRAIN	TRANSP. PARTS	\$1,876.39
SANDS JEREMY	TUITION: STUDENT	\$90.00
SCHOOL ADMINISTRATORS OF IOWA	DUES AND FEES	\$500.00
SCHOOL SPECIALTY LLC	INSTRUCTIONAL SUPPLIES	\$97.25
SHANLEY STEVE	INSTRUCTIONAL SUPPLIES	\$1,250.00
SHERWIN-WILLIAMS	GENERAL SUPPLIES	\$105.50
SIGMA-ALDRICH, INC	INSTRUCTIONAL SUPPLIES	\$130.63
SITEONE LANDSCAPE SUPPLY, LLC	GROUPS UPKEEP	\$380.36
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$13.50
STONE SHARON	INSTRUCTIONAL SUPPLIES	\$227.00
SYNOVIA SOLUTIONS, LLC	GENERAL SOFTWARE	\$996.70
TEACHER DIRECT	INSTRUCTIONAL SUPPLIES	\$481.16
TEAM IOWA	GENERAL SUPPLIES	\$1,530.18
TEXTHELP INC	COMPUTER SOFTWARE	\$19,110.00
THE FILTER SHOP, INC	MAINTENANCE SUPPLIES	\$149.12
THE PAPER CORPORATION	MAINTENANCE SUPPLIES	\$4,810.02
THE SHREDDER	OTHER PROFESSIONAL	\$914.00
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$74.54
TRANE U.S. INC.	GENERAL SUPPLIES	\$249.27
TRANE U.S. INC.	HEAT/PLUMBING SUPPLY	\$625.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$45,158.79
TRI-CITY ELECTRIC COMPANY OF IOWA	COMPUTER SOFTWARE	\$1,312.00
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS	\$2,468.00
TRUCK BUILDERS	VEHICLE REPAIR	\$10,267.63
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$557.00
U.S. CELLULAR	TELEPHONE	\$204.40
UNITED REFRIGERATION	HEAT/PLUMBING SUPPLY	\$295.42
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$100.00
VAN METER CO	ELECTRICAL SUPPLY	\$2,005.87
VANESSA TERRELL	Professional Educational Services	\$2,000.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
VERIZON WIRELESS	INTERNET- COVID RELATED	\$3,830.12
VERIZON WIRELESS	TELEPHONE	\$292.80
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$12,998.40
VOYAGER SOPRIS LEARNING	INSTRUCTIONAL SUPPLIES	\$6,528.00
WEAR NATHAN	TRAVEL	\$161.28
WELTER STORAGE EQUIPMENT CO INC	INSTRUCTIONAL SUPPLIES	\$19,036.00
WENDLING QUARRIES	GROUNDS UPKEEP	\$594.11
WEST MUSIC CO	EQUIPMENT >\$5,000	\$7,368.42
WIEDENHEFT CAITLIN	TRAVEL	\$21.37

Fund Total: \$2,102,607.80

Fund: LOCAL OPT SALES TAX

MIDWEST COMPUTER PRODUCTS	COMP/TECH HARDWARE	\$21,450.00
OPN ARCHITECTS, INC.	ARCHITECT	\$77,526.73
SPRINTURF, LLC	CONSTRUCTION SERV	\$253,218.60
TRAVERSE LANDSCAPE ARCHITECTS, LLC	ARCHITECT	\$2,520.00
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$62,000.00

Fund Total: \$416,715.33

Fund: NUTRITION SERVICES

BASS ANNE	UNEARNED REVENUE	\$8.10
CITY LAUNDERING COMPANY	PROFESSIONAL	\$193.65
DAOUD MARBETT	UNEARNED REVENUE	\$295.40
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$14,821.06
HEARTLAND PAYMENT SYSTEMS	SERVICE AGREEMENTS	\$1,610.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$293.09
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,253.23
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$293.09
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,253.23
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$1,782.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$1,273.60
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,911.39
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$17.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$36.52
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$451.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$62.29
NORTON KATIE	UNEARNED REVENUE	\$112.57
OFFICE EXPRESS	GENERAL SUPPLIES	\$174.64
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$4,376.71
TASRIN TANIA	UNEARNED REVENUE	\$40.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$860.45

Fund Total: \$31,119.52

Fund: PHY PLANT & EQ LEVY

ASPHALT REPAIR SERVICE INC.	CONSTRUCTION SERV	\$24,955.00
C.R. GLASS CO	CONSTRUCTION SERV	\$1,535.90
CULVER'S CORRIDOR STORAGE, LLC	COVID STORAGE LEASE	\$2,375.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$10,389.40
DRYSPACE INC	CONSTRUCTION SERV	\$196,728.93
GARLING CONSTRUCTION	CONSTRUCTION SERV	\$36,350.00
HALL & HALL ENGINEERS INC	ARCHITECT	\$2,900.00
HAWKEYE FIRE & SAFETY COMPANY	CONSTRUCTION SERV	\$1,093.95
HITECH COMMUNICATIONS	CONSTRUCTION SERV	\$45,721.60
JOHNSON CONTROLS	CONSTRUCTION SERV	\$28,765.00
MARION WATER DEPT	CONSTRUCTION SERV	\$954.22
MILLENNIUM TECHNOLOGY OF IOWA	BLDG. CONST SUPPLIES	\$3,064.00
MODERN BUILDERS, INC	CONSTRUCTION SERV	\$360,018.67
RAPIDS WHOLESALE EQUIP CO	BLDG. CONST SUPPLIES	\$1,936.00
REAMS SPRINKLER SUPPLY	EQUIPMENT >\$5,000	\$20,005.00
SCHOOL BUS SALES	VEHICLES	\$466,796.00
SHIVE-HATTERY INC.	ARCHITECT	\$16,675.00
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$2,485.80
STALKER SPORTS FLOORS	CONSTRUCTION SERV	\$6,850.00
THE WALDINGER CORPORATION	CONSTRUCTION SERV	\$1,233.00
TNT TUCKPOINTING & BUILDING RESTORATION,	CONSTRUCTION SERV	\$2,350.00

Fund Total: \$1,233,182.47

Fund: PUB ED & REC LEVY

AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$20.96
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$606.69
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$10.72
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$45.86
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$10.72
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$45.86
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$14.29
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$55.11
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$82.71
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$5.86
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$291.99
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$20.76
OPN ARCHITECTS, INC.	ARCHITECT	\$1,794.69
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$6.98

Fund Total: \$3,015.70

Fund: SALES TAX REVENUE BOND CAP PROJECT

HALL & HALL ENGINEERS INC	ARCHITECT	\$2,844.08
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Fund Total: \$2,844.08

Fund: STUDENT ACTIVITY

AMSLER RAY	OFFICIAL/JUDGE	\$90.00
AT & T MOBILTY	INSTRUCTIONAL SUPPLIES	\$159.81
BARGER JOSH	OFFICIAL/JUDGE	\$123.28
BARTA BOB	OFFICIAL/JUDGE	\$90.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/05/2022 - 08/25/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
BECKMANN MICHAEL	OFFICIAL/JUDGE	\$600.00
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$5,524.60
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$60.00
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES	\$356.00
CEDAR VALLEY WORLD TRAVEL	TRAVEL	\$1,530.00
COLLECTION	EE LIAB-GARNISHMENTS	\$470.40
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$3,138.00
ELITE SPORTS	INSTRUCTIONAL SUPPLIES	\$3,565.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,505.12
H2I GROUP	INSTRUCTIONAL SUPPLIES	\$3,895.00
HANSEN PEGGY	OFFICIAL/JUDGE	\$50.00
HILTY ANNA	PROF SERV: EDUCATION	\$5,128.58
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$57.67
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$246.64
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$57.67
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$246.64
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$5.28
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$102.65
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$154.06
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$263.45
LEADING EDGE FUNDRAISING	INSTRUCTIONAL SUPPLIES	\$10,454.52
LRS PORTABLES OF IOWA	DUES AND FEES	\$150.90
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$435.50
MISSISSIPPI VALLEY CONFERENCE	DUES AND FEES	\$1,600.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$2,138.00
PATIK KIM	OFFICIAL/JUDGE	\$124.20
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$173.88
SIGNS & DESIGNS	INSTRUCTIONAL SUPPLIES	\$4,900.00
SUSAN FREESE	OFFICIAL/JUDGE	\$50.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$22.58
VARSITY SPIRIT	INSTRUCTIONAL SUPPLIES	\$26,878.83
WARTBURG COLLEGE	DUES AND FEES	\$300.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$4,404.00

Fund Total: \$80,052.76

Grand Total: \$3,916,747.35

End of Report

LINN MAR COMMUNITY SCHOOL DISTRICT

CITY OF CEDAR RAPIDS

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Cedar Rapids, hereinafter called the CITY, and the Linn Mar Community School District, hereinafter called the DISTRICT, desire to enter into an agreement pursuant to the Code of Iowa, Chapter 28E, for the purpose of establishing and operating an adult guard program at designated school crossings within the City of Cedar Rapids,

IT IS THEREFORE MUTUALLY AGREED:

1. The adult crossing guard program shall be operated by the DISTRICT with partial funding by the CITY as provided in this Memorandum of Agreement. The CITY shall be the administrator of the Memorandum of Agreement.
2. The CITY agrees to provide adult guard training on an annual basis and periodic in-service training upon request of the DISTRICT.
3. The DISTRICT agrees to interview, select, and hire the guards; and to maintain the guards on their payroll as DISTRICT employees.
4. Each location shall be reimbursed for a maximum of 1.6 hours each day that students are required to attend school. Each location is one (1) approved intersection for one (1) specific school. One (1) intersection may have two (2) approved locations if the intersection has been approved for two (2) schools with different dismissal times. Specific hours shall be determined by DISTRICT. DISTRICT shall require guards to record the number of students utilizing each crossing in both the morning and afternoon time periods for an entire non-holiday week (Monday – Friday) for all school months as specified by the CITY. DISTRICT shall provide the CITY a summary report in December and May summarizing the number of students utilizing each crossing during those specific periods. DISTRICT and CITY shall cooperate to de-authorize locations that do not meet established criteria.
5. Guards shall be expected to report to designated DISTRICT principals/designee as scheduled and complaints regarding guards shall be processed through them.
6. The City Traffic Engineer or his/her designee shall be responsible for determining those locations where adult guards are to be placed, based on the established criteria.
7. An Appeals Board shall be mutually established by the CITY and the DISTRICT as a recommending body to the CITY and the DISTRICT as needed. Membership to the Appeals Board shall be as follows:
 - a. Two (2) CITY employees to be designated by the CITY; one (1) DISTRICT employee to be designated by the DISTRICT; three (3) other persons as shall be mutually agreed between CITY and DISTRICT.

8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition signed by parents from fifteen (15) different households of students who are required to cross at the location being appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.
9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY20 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.
10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY23 is \$2,192.67, which is an equitable distribution of the FY23 adult guard budget according to percentage of approved crossing guard locations for DISTRICT to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum \$13.30 hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.
11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit final invoice for FY23 by June 30, 2023 to be reimbursed through the City's FY23 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY23 total mentioned in Article 10.
12. The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2023. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.
13. Termination of Agreement: This agreement may be terminated at any time by giving of ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

LINN MAR COMMUNITY SCHOOL
DISTRICT

CITY OF CEDAR RAPIDS

Sondra Nelson
Linn Mar School Board President

Jeffrey A. Pomeranz, City Manager

Date _____

Date _____

Attest:

Alissa Van Sloten, City Clerk



SERVICE ORDER AGREEMENT

The Advantage Companies, LLC ("TAC") agrees to provide Linn-Mar Community Schools with storage and accessing services as needed and Linn-Mar Community Schools agrees to purchase these services from TAC.

Both PARTIES, intending to be legally bound hereto, hereby agree to the terms and conditions of this Agreement:

This Service Order Agreement ("Agreement") consists of the following, which are incorporated herein by this reference as if set forth in full:

- A. PROJECT PRICING SCHEDULE: Attached hereto as Schedule A, which is based on the Products and Services to be provided to the client.

X Three years

IN WITNESS WHEREOF, the parties hereto agree to be bound to the terms and conditions set forth herein by executing this Agreement as of the last date set forth below.

Linn-Mar Community Schools
Depositor

Address

City, State, Zip

Depositor Signature Date

Printed Name and Title

Contact Telephone Number

Depositor Account Number

1035 33rd Avenue SW
Records Center Address

Cedar Rapids, Iowa 52404
City, State, Zip

TAC Signature Date

Shar Melsha, Account Manager
Printed Name and Title

319-362-6646 ext.100
TAC Contact Number

Schedule A Storage Services

Warehouse Storage- Business Paper Records

Standard Size Carton: 1.2 Cubic Feet	\$.35 per carton
Letter Banker Size Carton: 2.4 Cubic Feet	\$.66 per carton
Legal Banker Size Carton: 3.0 Cubic Feet	\$.79 per carton

Vault Storage- Business Tapes/CD's/DVD's

CD/DVD/Cartridge Tapes/Roll Film	\$.61 per item
Standard DLT 20 Turtle Case: .90 CF	\$4.73 per case
Large Capacity Tote: 1.2 CF	\$7.15 per case

Additional Services

Next Day Pickup/Delivery Service: Up to Three Cartons in Cedar Rapids	\$12.10 per trip
Next Day Pickup/Delivery Service: Up to Three Cartons surrounding area	\$ 16.50 per trip
(Call by 4:00 PM-Delivery by 4:00 PM next day) Additional Cartons	\$ 1.21 each

Same Day Pickup/Delivery Service: Up to Three Cartons in Cedar Rapids	\$ 19.80 per trip
Same Day Pickup/Delivery Service: Up to Three Cartons surrounding area	\$ 25.30 per trip
(Call by 10:00 AM-Delivery by 4:00 PM) Additional Cartons	\$ 1.21 each

Rush Request & Delivery (Within 2 Hours, Plus Retrieval) in Cedar Rapids	\$60.50 per trip
Rush Request & Delivery (Within 2 Hours, Plus Retrieval) surrounding area	\$ 93.50 per trip
Emergency after Hours Delivery in Cedar Rapids	\$192.50 per trip
Emergency after Hours Delivery surrounding area	\$220.00 per trip

Access Services

Carton Retrieval or Re-file	\$ 2.37 per carton
File Retrieval or Re-file	\$ 3.30 per file
Tape Retrieval or Re-file	\$ 2.37 per item
Receiving/Indexing/Initial Entry:	\$ 1.92 per item
Permanent Out Fee	\$ 2.37 per item
Computer Update: Changes/Deletions	\$.61 per line

Fax Delivery: \$.61 page

Permanent Removal/Destruction

Paper Shredding-Yardie-Console \$.19 per pound

Pick Up \$10.00 per trip

Magnetic Media Destruction \$.77 per pound

Minimum Fee (Applies to Magnetic Media Only) \$44.00

Labor/Warehousing/Special Projects \$44.00 per Hour

Records Carton Purchase:

Premiere Carton 15.5"L x 12"W x 10"H \$3.30 per carton

**AMENDMENT TO
PROVISION OF SERVICES AGREEMENT
MERCY FAMILY COUNSELING**

This Amendment effective August 21, 2022 is made to the Agreement, dated August 21, 2017, as amended ("Agreement"), by and between Linn Mar Community School District, with its principal place of business at 2999 North 10th Street, Marion, Iowa 52302 ("Company") and Mercy Medical Center, Cedar Rapids, Iowa, an Iowa non-profit corporation ("Service Provider").

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional year.

This Amendment changes only those provisions as specified below. The remainder of the Agreement is in full force and effect. The Agreement is amended to state as follows:

Section 4.1 Term. is deleted in its entirety and replaced with the following language:

Section 4.1 Term. This Amendment shall commence on the Effective Date of this Amendment and shall continue the term of the Agreement in full force and effect for one (1) additional year (the "renewal term"). The parties may mutually agree in writing to additional one year terms.

IN WITNESS WHEREOF, this Amendment has been executed by the parties as of the day and year written above.

SERVICE PROVIDER:

Timothy Quinn, M.D., EVP & CCO
Mercy Medical Center, Cedar Rapids IA

Date

COMPANY:

Brittania Morey, Board President

Date



Speaking Engagement Letter of Agreement

The purpose of this letter is to outline a contract agreement between TILL360 LLC ("TILL360") and:

Linn-Mar Community School District

("Client")

IN CONSIDERATION of the promises and other good and valuable consideration, the parties agree to the following:

1. EVENT/SERVICE DETAILS

DATE(S) OF EVENT: September 12th & 13th, 2022

DESCRIPTION OF SERVICES:

*Full day with students on 9/12 - Hazel Point Intermediate (2 presentations) - Grade 5 (8:30a-9:15a) Grade 6 (9:45a-10:30a), Oak Ridge MS (1:00p-2:00p)

*Community presentation (evening) on 9/12 at 6:00p-7:00p at Linn-Mar HS auditorium

*Full day with students on 9/13 - Boulder Peak (2 presentations) Grade 5 (8:30a-9:15a) Grade 6 (9:45a-10:30a), Excelsior MS (1:00p-2:00p)

2. PAYMENT TERMS

FEE-FOR-SERVICES/PRODUCTS: \$10,500

***TRAVEL & LODGING:** \$750

INVOICE TOTAL: \$11,250

***HOLDING DEPOSIT:** N/A

***TRAVEL & LODGING:** A standard Travel & Lodging expense will be listed on the Invoice (if applicable). This expense covers things such as, but not limited to: Main cabin airfare, car rentals/Rideshare, hotel, mileage reimbursement, daily food per diem, etc. TILL360 will be responsible for booking travel.

***HOLDING DEPOSIT:** A 50% non-refundable Holding Deposit must be received to confirm CLIENT's date on the calendar. Please contact us if you are unable to process a deposit prior to the event.

FEE BALANCE: Any remaining Fee Balance is to be paid in full either prior to the event date or no later than 30 days from the date of event.

SPECIAL NOTE: **Please let us know if there is a specific time you need TILL360's Speaker/Presenter to arrive (such as for a dinner, social event or any other specific reason)

3. ADDITIONAL TERMS

1. Audio or video taping of TILL360'S services is NOT allowed unless written agreement has been granted in advance by TILL360.

2. Additional services requested of TILL360 outside the terms of this Agreement is subject to additional fee consideration - as stated by TILL360 at the time of CLIENT'S request.

3. CLIENT agrees to provide TILL360'S Audio/Visual requirements that were provided with this agreement, if any of the requirements can not be made alternatives must be discussed and agreed upon with TILL360 no later than 3 weeks to service date.

4. If agreement is canceled by CLIENT less than 30 days before the service date, the CLIENT shall pay the remaining balance plus airline penalties incurred by TILL360. If date is rescheduled, Holding Deposit can be applied to future booking within a year. Future date must be open and available for TILL360.

5. If payment is not received in full on the date of event or within 30 days after the event, a \$250.00 fee will be added to the remaining balance due. An additional \$250.00 fee will be added to the remaining balance for every 30 days the balance is not paid in full.

6. If TILL360 cancels due to unforeseen personal emergency or airline/weather complications, TILL360 will makes its best effort to find a speaker for this event of equal value/talent or immediately refund the Holding Deposit along with any other payments received. If airline/weather is cause for cancellation, airline cancellation fees incurred will be paid with Holding Deposit.

7. TILL360 is not responsible to any parties referred herein in case of sickness, accidents, death, natural disaster, Act of God (e.g. ice storm, earthquake, etc.), dangerous situation (e.g. riots, violence) or any other legitimate condition beyond their control. In the case of any of these circumstances, TILL360 will make its best effort to find a speaker for this event of equal value/talent or immediately refund the Holding Deposit along with any additional payments received.

8. If TILL360 has commenced travel to your event and engagement is canceled due to an Act of God or dangerous situation, CLIENT will be responsible for travel expenses incurred by TILL360. Holding Deposit (if collected) will be applied to travel expenses.

9. CLIENT gives TILL360 permission to take photos and video on day of speaking event to be used for social media and other promotional uses. CLIENT also agrees to provide testimonials, both written and video, as well as a letter of recommendation should it be requested by TILL360.

10. CLIENT and TILL360 agree to hold each other harmless from and against any and all claims, demands, and damages arising from the engagement referred to herein.

4. ADDITIONAL DETAILS

***Please note that some students may want to talk to the speaker about personal issues after the event.

*****ANY DISCUSSIONS WITH STUDENTS THAT INVOLVE A CAUSE FOR CONCERN WILL BE BROUGHT TO THE ATTENTION OF THE SCHOOL PRINCIPAL AND/OR SCHOOL COUNSELOR***

If details on this Agreement do not agree with your records, contact Scott Kollmann or return a signed copy of this agreement to scott@till360consulting.com. Please process all invoices so payments are on time. Thank you!

****Please send payments to:****

TILL360, LLC
7 DEY ST APT 15J
NEW YORK, NY
10007-3200

5. SIGNATURES

Authorized Signatures and Date Agreement is Effective:



Aug 12, 2022

Scott Kollmann, COO

Date

CLIENT NAME & TITLE (PRINT)

CLIENT SIGNATURE

Date

You're awesome!

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 Carey Bostian, 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:** Coaching - editing
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$125 per coaching, editing \$40 per hour

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 October 12, 2022, 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 Aug 31, 2022 and shall continue in effect until Aug 31, 2023, 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 23 day of August, 2022.

Independent Contractor Signature:

[Signature]
Title: cellist, conductor

Linn-Mar CSD Representative Signature:

[Signature]
Title: School Board President

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

AUG 24 2022

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 Tyler Hendrickson, 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:** Sectional Coaching
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$60/hr.

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 July 1, 2023, 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 31, 2022 and shall continue in effect until August 31, 2023, 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 August, 2022.

Independent Contractor Signature:

Title:

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

Independent Contractor Agreement

provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Lily Jausel, 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:** Junior Varsity Color Guard Instructor
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band (Color Guard)
3. **AMOUNT OF PAYMENT:** \$850

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 October 14, 2022, 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 11, 2022 and shall continue in effect until October 14, 2022, 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 3rd day of August, 2022.

**Independent Contractor Signature: Linn-Mar CSD
Representative Signature:**

Liliana M. Jusz

Title:

JV Color Guard Instructor/Choreographer Title: School Board President

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

Independent Contractor Agreement



City of Marion Information requested and signed page two

AUG 24 2022

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Miera Kim, 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:** Coachings for violin students
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** 4 services at \$125 = \$500

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 Oct. 5, 2022, 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 Sept. 7, 2022 and shall continue in effect until Oct. 5, 2022, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 21st day of August, 2022.

Independent Contractor Signature:

Melan F.
violinist

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



Independent Contractor Agreement

Please provide all information requested and sign page two.

AUG 24 2022

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

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

1. **SERVICES TO BE PERFORMED:** Choreographer
2. **GROUP/DEPARTMENT WORKING WITH:** Hi-Style
3. **AMOUNT OF PAYMENT:** \$8000

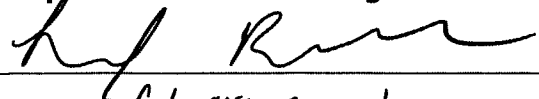
Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on Dec. 1, 2022, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: 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 September 1st, 2022 and shall continue in effect until December 1st, 2022, 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 22nd day of August, 2022.

Independent Contractor Signature:


Title: Choreographer

Linn-Mar CSD Representative Signature:

Title: School Board President

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

AUG 24 2022

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 John Schultz, 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:** Orchestra Coaching
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$50 per session

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 June 1, 2023, 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 31, 2022 and shall continue in effect until June 1, 2023, 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 _____ day of August, 2022.

Independent Contractor Signature:

Don S. [Signature]
Title: President

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

AUG 24 2022

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 Richard Wagor, 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:** Allstate Double Bass Coaching

2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra

3. **AMOUNT OF PAYMENT:** \$40 per hour

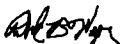
Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on June 1 2023, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: 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 8/31, 2022 and shall continue in effect until 6/1, 2023, 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 August, 2022.

Independent Contractor Signature:



Double Bass Instruction

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

Independent Contractor Agreement



Please provide all information requested and sign page two.

AUG 24 2022

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Ghyas Zeidieh, 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:** Coaching and Guest Musician/Director working with LMHS
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$40/hr

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 June 1st 2023, 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 31st, 2022 and shall continue in effect until June 1st, 2023, 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 _____ day of Aug, 2022.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:

Title: _____

Title: School Board President

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

LICENSE AGREEMENT
NON-COMMERCIAL

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

1. DEFINITIONS

- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.
- 1.2 "Licensed Product" means the products bearing the Trademarks.
- 1.3 "Royalty Rate" means the percentage defined in Exhibit B.
- 1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted, nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made, and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate time Net Sales.
- 2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR'S CONTROL

- 3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain a Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

- 4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.
- 4.2 Proper Notice and Acknowledgement. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.
- 4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.
- 4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the

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

5. TERMINATION

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

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

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

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees, and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of License Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States Postal Service, or by courier service at the addresses listed below.

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

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

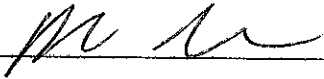
Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Group: Linn-Mar Lions 2028
(Example: LM Red 3rd grade basketball)

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

Contact's Name (print): Blair Seim

Contact's Signature:  Date Signed: 7/21/22

Contact Information: Phone: 319-231-1812
 Email: blairseim@gmail.com
 Full Address: 805 71st Street NE
Cedar Rapids, IA 52402

Licensors:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302
 District Contact: Kevin Fry, Communications/Media Coordinator
 Email: kfry@linnmar.k12.ia.us
 Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

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

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

Licensee: (Non-Commercial)

Full Name of Group: LM Youth Girls Basketball - Hay
(Example: LM Red 3rd grade basketball)

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

Contact's Name (print): Bryan Hay

Contact's Signature: Bryan Hay Date Signed: 7/8/22

Contact Information: Phone: 319-432-4870
Email: bryanhay@gmail.com
Full Address: 3428 Barnsley Cir
Marion, IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: Kevin Fry, Communications/Media Coordinator
Email: kfry@linnmar.k12.ia.us
Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

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

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

Licensee: (Non-Commercial)

Full Name of Group: Linn-Mar Storm - 7th grade boys basketball
(Example: LM Red 3rd grade basketball)

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

Contact's Name (print): Bryan Hay

Contact's Signature: Bryan Hay Date Signed: 7/29/22

Contact Information: Phone: 319-432-4870

Email: bryanhay@gmail.com

Full Address: 3428 Barnsley Cir.
Marion, IA 52302

Licensor:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302
 District Contact: Kevin Fry, Communications/Media Coordinator
 Email: kfry@linnmar.k12.ia.us
 Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

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

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

Licensee: (Non-Commercial)

Full Name of Group: LM Red 4th Grade Basketball
(Example: LM Red 3rd grade basketball)

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

Contact's Name (print): Ryan Haskin

Contact's Signature:  Date Signed: 7/12/22

Contact Information: Phone: 319-213-4082
 Email: ryanhaskin@yahoo.com
 Full Address: 1216 Rolling Glen Drive
Marion Iowa 52302

Licensor:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302
 District Contact: Kevin Fry, Communications/Media Coordinator
 Email: kfry@linnmar.k12.ia.us
 Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

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

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

Licensee: (Non-Commercial)

Full Name of Group: Linn-Mar 6th Girls
(Example: LM Red 3rd grade basketball)

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

Contact's Name (print): Michael Moran

Contact's Signature: Michael Moran Date Signed: 07/20/2022

Contact Information: Phone: 319-329-5584

Email: michaelcmoran@gmail.com

Full Address: 6973 Bowman Lane NE
Cedar Rapids, IA 52402

Licensors:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302
 District Contact: Kevin Fry, Communications/Media Coordinator
 Email: kfry@linnmar.k12.ia.us
 Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

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

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

Licensee: (Non-Commercial)

Full Name of Group: Linn-Mar Black 5th grade girls basketball
(Example: LM Red 3rd grade basketball)

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

Contact's Name (print): Andrea Hutchinson

Contact's Signature: Andrea Hutchinson Date Signed: 7/15/22

Contact Information: Phone: 319-360-3747
 Email: ahutchinson@linnmar.k12.ia.us
 Full Address: 3290 Newcastle Rd
Marion, IA 52302

Licensors:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302
 District Contact: Kevin Fry, Communications/Media Coordinator
 Email: kfry@linnmar.k12.ia.us
 Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

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

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

Licensee: (Non-Commercial)

Full Name of Group: LM Red 8th grade girls (Example: LM Red 3rd grade basketball)

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

Contact's Name (print): Travis Senter

Contact's Signature:  Date Signed: 8-1-22

Contact Information: Phone: 319-310-7262

Email: trsenter@yahoo.com

Full Address: 1780 Valentine Dr.
Marion, IA 52302

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: Kevin Fry, Communications/Media Coordinator
Email: kfry@linnmar.k12.ia.us
Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

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

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

Licensee: (Non-Commercial)

Full Name of Group: LM 6th grade basketball
(Example: LM Red 3rd grade basketball)

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

Contact's Name (print): Laura Kilburg

Contact's Signature: Laura Kilburg Date Signed: 8/3/2022

Contact Information: Phone: 319-241-1991

Email: laura.l.kilburg@gmail.com

Full Address: 545 34th Ave
Marion, Iowa 52302

Licenser:

Linn-Mar Community School District

2999 N 10th Street, Marion, IA 52302

District Contact: Kevin Fry, Communications/Media Coordinator

Email: kfry@linnmar.k12.ia.us

Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

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

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

Licensee: (Non-Commercial)

Full Name of Team/Entity: Prowl → 4th Grade Girls
 (Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Stacy Feldman

Contact's Signature: Stacy Feldman Date Signed: 8/12/2022

How to Reach Contact: Phone: 319-361-6875

Email: Feldmanstacy72@gmail.com

Full Address: 2530 Victoria St.
Marion, IA. 52302

Licensors:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302
 District Contact: Kevin Fry, Communications/Media Coordinator
 Email: kfry@linnmar.k12.ia.us
 Phone: (319) 730-3530

Board President's Name (printed): _____

Board President's Signature: _____ Date: _____

Exhibit A

a)



b)



c)



d)



e)



f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

Non-Commercial

Royalty Rate: 0%

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

Customers: Members of the group

Term: Five (5) years

Reporting Period: Annually

CODE OF CONDUCT
COMMERCIAL

Prohibited Items. Licensee shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol, or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol, or illegal drugs.

Supplier Performance. Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

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

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

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

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

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

AUG 26 2022

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 VINCE KLOPFENSTEIN, 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:** ADDITIONAL ATHLETIC TRAINING DUTIES
2. **GROUP/DEPARTMENT WORKING WITH:** ATHLETICS
3. **AMOUNT OF PAYMENT:** \$ 5,000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on August 2022 - December 2022 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.*

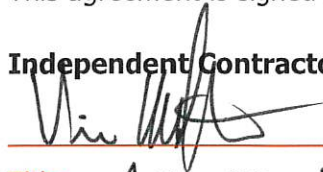
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. 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.

Oct 3/2022

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 8 September, 2022 and shall continue in effect until December, 2023, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 24th day of August, 2022.

Independent Contractor Signature:



Title: ATHLETIC TRAINER

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