

**UTILITY EASEMENT**

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Linn Mar Community School District, owner(s), (hereinafter referred to as Grantor) of the following described property,

**See Attached Exhibit "A"**

WHEREAS, the owner in fee simple of the real property known and described as set out above is the Grantor, and

WHEREAS, public utility facilities are proposed for construction upon and under a portion of the above real property owned by the Grantor, and

WHEREAS, the Grantor has agreed to dedicate, a perpetual and continual easement for the purpose of public utility facilities to construct, reconstruct and maintain upon a portion of the real property of the Grantor, for consideration of \$1.00 and other valuable considerations duly paid and acknowledged.

THEREFORE, for the above consideration the Grantor hereby grants a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining the utility facilities upon and under the following portions of the above-described property:

**See Attached Exhibit "B"**

The Grantor further agrees to erect no buildings, obstructions or other improvements upon or under the property covered by this Easement which would interfere with the construction, reconstruction or maintenance of said utility facilities,

The Easement and rights herein described shall be binding upon the Grantor, its heirs and assigns.

Dated: \_\_\_\_\_, 2023

**LINN MAR COMMUNITY SCHOOL DISTRICT**

\_\_\_\_\_  
Brittania Morey, Board President

STATE OF IOWA, COUNTY OF LINN

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Brittania Morey as Board President of the Linn Mar Community School District.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Legal Description**  
**Exhibit "A"**

Northwest Fractional Quarter of the Southwest Fractional Quarter, Section 3, Township 84 North, Range 6 West of the 5<sup>th</sup> Principal Meridian, City of Marion, Linn County, Iowa

EXHIBIT B  
10' UTILITY EASEMENT



Curve Table Recorded						
Curve	Delta	Tangent	Length	Radius	Chord	Chord Brg
C3	———	———	169.77'	735.00'	169.40'	N51° 08' 44"E
C4	———	———	490.81'	615.00'	477.88'	N67° 23' 28"E

THAT PORTION OF THE NORTHWEST FRACTIONAL QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER, SECTION 3, TOWNSHIP 84 NORTH, RANGE 6 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MARION, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

DESCRIBED PARCEL CONTAINS 0.35 ACRE.

OWNER:  
LINN MAR COMMUNITY SCHOOL DISTRICT  
ENGINEER:  
HALL & HALL ENGINEERS, INC.  
1860 BOYSON ROAD  
HIAWATHA, IOWA 52233  
319-362-9548

Sheet Title:

**HALL & HALL ENGINEERS, INC.**  
*Leaders in Land Development Since 1953*

1860 BOYSON ROAD, HIAWATHA, IOWA 52233  
PHONE: (319) 362-9548 FAX: (319) 362-7595

CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE  
LAND SURVEYING • LAND DEVELOPMENT PLANNING

www.halleng.com

Designed by: DLK

Drawn by: DLK

Checked by:



00500  
AGREEMENT  
LINN MAR COMMUNITY SCHOOL DISTRICT  
2023 LINN-MAR STADIUM PARKING LOT EXPANSION

**THIS AGREEMENT** is by and between Linn Mar Community School District (hereinafter called OWNER) and Rathje Construction Co., (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - THE PROJECT**

- 1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally referred to as follows:

**Linn Mar Stadium Parking Lot Expansion**

**ARTICLE 2 - WORK**

- 2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work to be performed includes but not limited expansion of the existing parking lot at the Linn-Mar Stadium located at 3333 10<sup>th</sup> Street, Marion, Iowa and other work identified by 2023 Linn-Mar Stadium Parking Lot Expansion Project.

Linn Mar Community School District has awarded the base bid in the contract amount of \$589,250.00.

**ARTICLE 3 - ENGINEER**

- 3.01 The Project will be administered by Hall & Hall Engineers, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. Early Start: April 17<sup>th</sup>, 2023 or as soon as contracts are executed.
- C. Normal Start: June 1<sup>st</sup>, 2023
- D. Substantial Completion: August 4<sup>th</sup>, 2023
- E. Final Completion: August 31<sup>st</sup>, 2023

- 4.02 *Working Days for Completion and Final Payment*

- A. NONE

4.03 *Dates for Milestone*

- A. Substantial Completion: August 4<sup>th</sup>, 2023

4.04 *Liquidated Damages – \$500.00 per day*

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

- A. For all Lump Sum Work, an amount equal to the sum of the percentage complete of each schedule of value prices.
- B. The Linn Mar Community School District reserves the right to award any portion or individual Bid Item from **ALTERNATE BID ITEM No. 1.**

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit to ENGINEER for review and Application for Payment filled out and signed by the CONTRACTOR by the 4<sup>th</sup> Friday of the same month in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month (or net 30 days if payment application received after the 5<sup>th</sup> day of the month) during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
  - 1. Prior to Project Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
    - a. 95% of Work completed (with the balance being retainage). If the Work has been 95% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Final Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
    - b. 100% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. OWNER shall pay retainage to CONTRACTOR in accordance with paragraph 14.02.B.5 of the General Conditions.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### **ARTICLE 7 – NOT USED**

#### **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, if any, (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and Drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. CONTRACTOR acknowledges that such reports and Drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.



- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and Drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. CONTRACTOR is competent and has sufficient equipment, personnel and financial resources to perform Work in accordance with the Contract Documents.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following items (either bound herein or separately) as marked with an "X".

Included      Not Included

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1. This Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. Pages 1 to 8, inclusive;   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. Exhibit 500-A, Unit Price Work (page 1, inclusive);  |
|                                     |                                     | c. Exhibit 500-B, Supplemental Unit Price Work (pages 1 to [ ], inclusive);   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. Notice of Hearing and Letting.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 3. Performance Bond (pages 1 to 4 inclusive);   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 4. Payment Bond (pages 1 to 4 inclusive);   |
|                                     |                                     | 5. Other Bonds (pages [ ] to [ ], inclusive), (name of bond);   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. [ ] (pages [ ] to [ ], inclusive);   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. [ ] (pages [ ] to [ ], inclusive);   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. [ ] (pages [ ] to [ ], inclusive);   |
|                                     |                                     | 6. Bid Form Attachments   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | a. Bidder Status Form   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. Attachment I – Equal Employment Opportunity/Non-Discrimination Policy Statement  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. Attachment II – Non-Collusion Affidavit  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | d. Attachment III – Disadvantaged Business Enterprise (DBE) Certification for Non-Rolling Stock Materials or Services     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | e. Attachment IV – Disadvantaged Business Enterprise (DBE) List   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | f. Attachment V – Debarment and Suspension Certification  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | g. Attachment VI – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | h. Attachment VII – Part 661 – Buy America Requirements – Surface Transportation Assistance Act of 1982, As Amended       |

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | i. Attachment VIII – Certification of Restrictions on Lobbying  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | j. Attachment IX – Certification of Nonsegregated Facilities  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | k. Attachment X – Targeted Small Business (TSB) Pre-Bid Contact Information   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 7. Standard Documents;  |
|                                     |                                     | a. Statewide Urban Design and Specifications (SUDAS)  |
|                                     |                                     | b. City of Marion, Iowa Supplemental Specifications to SUDAS  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 8. Supplementary Conditions, Section 00800, (pages 1 to 8, inclusive);  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 9. Special Provisions and Specifications as listed in the table of contents of the Project Manual;  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 10. Drawings consisting of a cover sheet and sheets numbered C0.0 – C5.0, L1.0 – L2.0, and E1.0 and e5.0 inclusive, with each sheet bearing the following general title: Linn Mar Community School District. 2023 Linn-Mar Stadium Parking Lot Expansion. |
| <input type="checkbox"/>            | <input type="checkbox"/>            | 11. Addenda (numbers __ to __, inclusive);  |
|                                     |                                     | 12. Exhibits to this Agreement (enumerated as follows):   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. Notice to Proceed (pages [ ] to [ ], inclusive);   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. CONTRACTOR's Bid Exhibit 00300A (pages 1 to 1, inclusive);   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages [ ] to [ ], inclusive);  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | d. Insurance Certificates;  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | e. ;  |
|                                     |                                     | 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. Written Amendments;  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. Work Change Directives;  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. Change Order(s).   |

- B. The documents listed in paragraph 9.01.A are incorporated by reference (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9. Any attachments within an appendix not listed in Article 9, are not part of the Contract Documents. The CONTRACTOR has limited reliance on these appendices, in accordance with the General Conditions.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

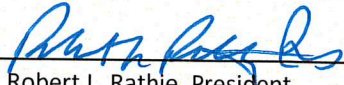
- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions – NOT USED*




IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on the date the Award is approved by Kirkwood Community College Board as acting on behalf of the OWNER.

OWNER: Linn Mar Community School District CONTRACTOR: Rathje Construction Co.  
By: \_\_\_\_\_ By:   
\_\_\_\_\_  
(Title) Robert L. Rathje, President  
(Title)  
Date: \_\_\_\_\_ Date: April 13, 2023

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_ Attest 

Address for giving notices:

Address for giving notices:

Linn Mar Community School District  
Learning Resource Center  
2999 N. 10<sup>th</sup> Street  
Marion, Iowa 52302

Rathje Construction Co.  
P.O. Box 407  
Marion, IA 52302

License No. C099377

License No. \_\_\_\_\_  
(Where applicable)

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Agent for service of process:

Robert L. Rathje

Designated Representative:

Designated Representative:

Name: Brent Jackman, P.E.  
Title: Principal  
Address: Hall and Hall Engineers  
1860 Boyson Road  
Hiawatha, Iowa 52233  
Phone: (319) 361-8579  
Email: [brent@halleng.com](mailto:brent@halleng.com)

Name: Robert L. Rathje  
Title: President  
Address: Rathje Construction Co.  
P.O. Box 408  
Marion, IA 52302  
Phone: 319-377-3179  
Facsimile: 319-377-3827

### INSTRUCTIONS FOR EXECUTING CONTRACT

If the Agreement is to be signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. **In lieu of the foregoing certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.**

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures of the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the following certificate should be executed:

I, Mary L. Rathje, certify that I am the Secretary of the corporation named as CONTRACTOR herein above; that Robert L. Rathje, who signed the foregoing Agreement on behalf of CONTRACTOR was then President of said corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

  
(Corporate Seal)

END OF SECTION 00500





150 Parkshore Dr, Folsom, CA 95630  
 Remit Email: katherine.downs@powerschool.com  
 Quote Date: 12-APR-2023  
 Quote #: Q-724085-3

Prepared By: Katherine Downs  
 Customer Name: Linn Mar Community School District

Customer Contact: Jeri Ramos  
 Title: Executive Director Technology Services

Contract Term: 12 Months  
 Start Date: 1-JUL-2023  
 End Date: 30-JUN-2024  
 Billing Frequency: Annually

Address: 2999 North 10th Street  
 City: Marion  
 State/Province: Iowa  
 Zip Code: 52302  
 Phone #: 3194473066

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
Schoology LMS Subscription		4,580.00	Students	USD 21,297.00

License and Subscription Totals: **USD 21,297.00**

#### Quote Total

<b>Initial Term</b>	<b>1-JUL-2023 - 30-JUN-2024</b>
<b>Amount To Be Invoiced</b>	<b>USD 21,297.00</b>

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

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

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

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

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 21-NOV-2022

PO Number: \_\_\_\_\_

Linn Mar Community School District

Signature:

Printed Name:

Brittania Morey

Title:

Board President

Date:

April 24, 2023

District Contact: Jeri Ramos

Title: Exec Director of Technology Services

Phone: 319-447-3066

Email: jramos@linnmar.k12.ia.us



**AGREEMENT TO PARTICIPATE IN SUBCENTRAL PROGRAM  
BETWEEN  
GRANT WOOD AREA EDUCATION AGENCY  
AND  
LINN MAR COMMUNITY SCHOOL DISTRICT  
(July 1, 2023 through June 30, 2024)**

This Agreement is between the District and Grant Wood Area Education Agency ("GWAEA").

The purpose of this Agreement is for District to participate in GWAEA's SubCentral system by which GWAEA assists school districts in obtaining substitutes for the District to hire. Services under this Agreement shall begin on July 1, 2023 through June 30, 2024.

**GWAEA agrees to provide the following services:**

1. Select, hire, train and supervise GWAEA employee(s) to provide SubCentral services to the District under this Agreement.
2. Assume all employment obligations pursuant to administering and supervising the GWAEA employee(s) who performs the SubCentral services called for under this Agreement.
3. Provide office space, email, voicemail, internet access and other necessary support services for GWAEA employee(s) responsible for the SubCentral program during the term of this Agreement.

**STATUS OF GWAEA EMPLOYEES**

The parties further agree:

1. The GWAEA employee(s) administering the SubCentral program at all times are subject to GWAEA's collective bargaining agreements, if applicable, operating procedures and policies. The parties agree that District is not an employer of the GWAEA employee(s) who administers the SubCentral system.
2. The GWAEA employee(s) will report to the designated GWAEA management staff member. The District may provide input to GWAEA's management staff member regarding the performance of the GWAEA employee(s) providing SubCentral services. All discipline and/or termination of employment decisions shall be made exclusively by GWAEA.
3. District agrees that any substitutes hired by the District with the help of the SubCentral program are strictly and only employees of the District and have absolutely no employer/employee relationship with GWAEA. GWAEA makes no representation that any particular substitute is competent or provides any recommendation for District's hiring decisions.



## TERMS

### **I. Iowa Code § 279.69 Obligations**

1. Iowa Code § 279.69 provides that prior to hiring a school employee, the District "shall have access to and shall review the information in the Iowa court information system available to the general public, the sex offender registry information under § 692A.121 available to the general public, the central registry for child abuse information established under § 235A.14, and the central registry for dependent adult abuse information established under § 235B.5 for information regarding the applicant."
2. In order to assist District in meeting this statutory obligation, GWAEA agrees to do the following:
  - (a) Provide District electronic access to: (1) criminal history information, sex offender registry information and child and dependent adult abuse registry information through its account under Iowa Code § 692.2 with Iowa's "single contract repository" ("SING"); and (2) professional licensure information available to the general public.
  - (b) GWAEA will provide an applicant with the waiver required by SING under by Iowa Code § 692.2(1)(b)(3) for the criminal history data that does not contain any disposition dates after eighteen months after arrest.
  - (c) GWAEA will provide the District information from Iowa Courts Online related to the applicant.
  - (d) GWAEA will obtain such information once during July or August of each year prior to the start of the regular school year (or any other month when the applicant first applies to participate in SubCentral). Each District will decide whether it is obligated to or wishes to update the information prior to the District making its hiring decision.
3. The ultimate responsibility under Iowa Code § 279.69 for the District to "have access to" and "review" the information provided by GWAEA is solely on the District.

### **II. Compliance with SING**

1. As set forth above, GWAEA will obtain information from SING. As part of the SING criminal history check, GWAEA will obtain a waiver from the subject of the check.
2. The District agrees that any access to the information obtained from SING is only for official purposes. District delegates to GWAEA its right to obtain such information on behalf of the District or its





superintendent as allowed by Iowa Code § 235A.15(2)(e)(16) and Iowa Code § 235B.6(2)(e)(8).

3. When a District accesses such information, it will alert GWAEA that it has received the information, the date it received it, the purpose for receiving it and GWAEA will forward a written record to the Central Abuse Registry within thirty (30) days of such re-dissemination. Iowa Code § 235A.17 and 235B.8.

### **III. Use of Criminal History Background Checks**

1. To the extent District uses any criminal arrest or conviction information provided by GWAEA, District acknowledges that it has reviewed EEOC Enforcement Guidance No. 915-002 (4/25/12) regarding the appropriate use of such information in District's hiring decisions.

### **IV. Fair Credit Reporting Act Obligations**

1. Information obtained by GWAEA may constitute a consumer report as defined by 15 U.S.C. § 1681a(d)(1)(B). The parties agree that GWAEA is not obtaining investigative consumer reports. 15 U.S.C. § 1691a(e).
2. District certifies it is receiving information to be used only for employment purposes. District has reviewed and agrees to comply with its obligations under the Fair Credit Reporting Act to provide all required notices and will comply with its terms. Any information District obtains will not be used in violation of any federal or state equal opportunity law or regulation. District certifies that it will provide notice required by Fair Credit Reporting Act including, but not limited to, the following:
  - (a) If District uses a consumer report for employment purposes, before taking any adverse action against the applicant, it will provide the pre-adverse action notification required by federal law (including a copy of the report and a summary of the applicant's rights). 15 U.S.C. § 1681b(b)(3)(A).
  - (b) If District actually takes adverse action, including failure to hire the applicant, District will provide the post-adverse action notification (including a copy of the report and a summary of the applicant's rights). 15 U.S.C. § 1681m(a).
3. As part of the online application process, GWAEA will provide the applicant, solely in a single form, the disclosure that school districts participating in SubCentral may obtain a consumer report for employment purposes and authorization from the applicant to obtain such a report (Attachment A).
4. GWAEA provides the District the attached "Summary of Your Rights Under the Fair Credit Reporting Act" (Attachment B) and the "Notice



to Users of Consumer Reports: Obligations of Users Under FCRA"  
(Attachment C).

**V. Indemnification**

1. District agrees to defend, indemnify and hold GWAEA harmless from any claims, administrative claims, lawsuits or other actions taken against GWAEA by any applicant hired by District.

**VI. Compensation**

1. The District agrees to pay GWAEA an annual fee of \$ 33,028.23. This amount is determined by prorating the cost of SubCentral among each participating school district (based on the number of regular District employees enrolled in the system whose absences are covered by SubCentral).
2. GWAEA will bill this fee in December 2023.
3. Reimburse GWAEA for the billed services within thirty (30) days of receipt of the invoice.

GRANT WOOD AREA EDUCATION  
AGENCY

By: \_\_\_\_\_

Randy Bauer  
Title: Board President

Date: 04/12/2023

LINN MAR COMMUNITY SCHOOL  
DISTRICT

By: \_\_\_\_\_

Title: : \_\_\_\_\_

Date: \_\_\_\_\_





### FY24 SubCentral Budget

Item	FY23	FY24	District	SubCentral Profiles	Total Percent	Billing Amount
Software - Frontline	\$72,999	\$75,919	Cedar Rapids	1,675	40.734%	\$63,808.86
Software - Vista	\$10,000	\$10,000	Linn Mar	867	21.085%	\$33,028.23
Salary/Benefits	\$56,926	\$58,727	College	599	14.567%	\$22,818.81
Background Checks	\$6,000	\$6,000	Marion	167	4.061%	\$6,361.84
Internet/Phone/Admin	\$2,500	\$2,500	Xavier Catholic	178	4.329%	\$6,780.88
Travel	\$0	\$0	Center Point-Urbana	118	2.870%	\$4,495.19
Equipment	\$2,000	\$2,000	Mount Vernon	124	3.016%	\$4,723.76
Office Supplies	\$1,000	\$1,000	Anamosa	100	2.432%	\$3,809.48
Print Shop	\$500	\$500	Monticello	74	1.800%	\$2,819.02
Postage	\$0	\$0	Alburnett	61	1.483%	\$2,323.79
Prior Year Shortfall	\$0	\$0	Springville	51	1.240%	\$1,942.84
<b>Estimated total</b>	<b>\$151,925</b>	<b>\$156,646</b>	Central City	60	1.459%	\$2,285.69
			GWAEA	25	0.608%	\$952.37
			Summit	13	0.316%	\$495.23
			<b>Totals</b>	<b>4,112</b>	<b>100%</b>	<b>\$156,646.00</b>

Hourly rate for teacher substitutes for 2023 - 2024 school year: \$ 18.00 per hour.

We all agree that any incentive pay above the \$ 18.00 / hr pay that is non-consecutive will be increased no sooner than day 10.

Incentive pay is at the District's discretion not to exceed base pay for new teachers.



**DISCLOSURE UNDER FAIR CREDIT REPORTING ACT**  
**Consumer Report**

School districts participating in SubCentral wish to obtain a Consumer Report concerning you from Grant Wood AEA, or any other consumer reporting agency. The Consumer Report may include information about you from any or all of the following: criminal records, records of civil lawsuits, sex offender registry, child and dependent adult abuse registry, and other public records. The Consumer Report, which may be obtained now and in the future in the event you become an employee of a school district, will be used for employment purposes only.

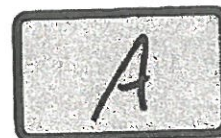
Please sign below, indicating your authorization for any of the school districts participating in SubCentral to obtain a Consumer Report concerning you.

**AUTHORIZATION**

I, [your name here] \_\_\_\_\_, hereby authorize the districts participating in SubCentral to obtain a Consumer Report concerning me, now and throughout the term of my employment if I become an employee, from a consumer reporting agency for employment purposes.

Electronic Signature: \_\_\_\_\_

Date: \_\_\_\_\_







*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.





- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

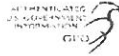




in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.



	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



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The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

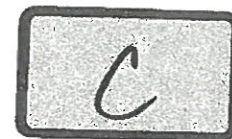
Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[17 FR 6750, Nov. 14, 2002]

**APPENDIX N TO PART 1022—NOTICE OF  
USER RESPONSIBILITIES**

The prescribed form for this disclosure is a separate document that is substantially

similar to the Bureau's notice with all information clearly and prominently displayed. Consumer reporting agencies may limit the disclosure to only those items that they know are relevant to the user that will receive the notice.



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All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**NOTICE TO USERS OF CONSUMER REPORTS:  
OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

**I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

**A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)





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- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

#### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

#### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.



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**1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

**2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

**3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in 1C.1 above.





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**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

**II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must



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provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

**III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

**A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

**B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking



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company by contacting the company.

#### IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

#### V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

#### VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the



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medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

#### VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(f), 604(c), 604(e), and 612(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.





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#### VIII. OBLIGATIONS OF RESELLERS

##### A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

##### B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

##### C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

#### IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.



Bur. of Consumer Financial Protection

Pl. 1024

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

[17 FR 6754, Nov. 14, 2012]

# **PART 1024—REAL ESTATE SETTLEMENT PROCEDURES ACT (REGULATION X)**

## **Subpart A—General Provisions**

- Sec.
- 1024.1 Designation.
- 1024.2 Definitions.
- 1024.3 E-Sign applicability.
- 1024.4 Reliance upon rule, regulation, or interpretation by the Bureau.
- 1024.5 Coverage of RESPA.

## **Subpart B—Mortgage Settlement and Escrow Accounts**

- 1024.6 Special information booklet at time of loan application.
- 1024.7 Good faith estimate.
- 1024.8 Use of HUD-1 or HUD-1A settlement statement.
- 1024.9 Reproduction of settlement statements.
- 1024.10 One day advance inspection of HUD-1 or HUD-1A settlement statement; delivery; recordkeeping.
- 1024.11 Mailing.
- 1024.12 No fee.
- 1024.13 [Reserved]
- 1024.14 Prohibition against kickbacks and unearned fees.
- 1024.15 Affiliated business arrangements.
- 1024.16 Title companies.
- 1024.17 Escrow accounts.
- 1024.18-1024.19 [Reserved]

1024.20 List of homeownership counseling organizations.

## **Subpart C—Mortgage Servicing**

- 1024.30 Scope.
- 1024.31 Definitions.
- 1024.32 General disclosure requirements.
- 1024.33 Mortgage servicing transfers.
- 1024.34 Timely escrow payments and treatment of escrow account balances.
- 1024.35 Error resolution procedures.
- 1024.36 Requests for information.
- 1024.37 Force-placed insurance.
- 1024.38 General servicing policies, procedures, and requirements.
- 1024.39 Early intervention requirements for certain borrowers.
- 1024.40 Continuity of contact.
- 1024.41 Loss mitigation procedures.
- APPENDIX A TO PART 1024—INSTRUCTIONS FOR COMPLETING HUD-1 AND HUD-1A SETTLEMENT STATEMENTS; SAMPLE HUD-1 AND HUD-1A STATEMENTS
- APPENDIX B TO PART 1024—ILLUSTRATIONS OF REQUIREMENTS OF RESPA
- APPENDIX C TO PART 1024—INSTRUCTIONS FOR COMPLETING GOOD FAITH ESTIMATE (GFE) FORM
- APPENDIX D TO PART 1024—AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT FORMAT
- APPENDIX E TO PART 1024—ARITHMETIC STEPS
- APPENDIX MS—MORTGAGE SERVICING
- APPENDIX MS-1 TO PART 1024—SERVICING DISCLOSURE STATEMENT
- APPENDIX MS-2 TO PART 1024—NOTICE OF SERVICING TRANSFER
- APPENDIX MS-3 TO PART 1024—MODEL FORCE-PLACED INSURANCE NOTICE FORM



**GRANT WOOD**  
**AREA EDUCATION AGENCY**

4401 Sixth Street SW  
Cedar Rapids, IA 52404-4499  
(319) 399-6700  
Iowa WATS (800) 332-8488  
FAX (319) 399-6457  
TDD (319) 399-6766  
[www.aea10.k12.ia.us](http://www.aea10.k12.ia.us)

**Mentoring and Induction Consortium Agreement**  
**between**  
**Grant Wood Area Education Agency**  
**and**  
**Linn Mar Community School District**  
**2023-24**

This Agreement is entered into by and between the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA," and the Linn Mar Community School District, hereinafter referred to as "School District."

The purpose of this agreement is to implement a comprehensive Mentoring and Induction Consortium Model utilizing full-release instructional mentors (Induction Coaches) and support efforts to improve student learning through the development and retention of highly effective teachers.

Services to be provided under this Agreement shall begin on August 1, 2023 and terminate on June 30, 2024. However, this Agreement may be amended at any time by mutual agreement of GWAEA and School District. Renewal of this agreement is to be determined on or before March 1, 2024, unless extended by mutual agreement. This Agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

Initial-licensed teachers are first or second year teachers new to the profession granted an initial license by the Iowa Board of Educational Examiners. Districts participating in the Mentoring and Induction Consortium Model receive support for first and second year initial-licensed teachers. Optionally, districts may also choose to have new to profession guidance counselors and/or teachers on a 3<sup>rd</sup> year initial license receive support.

**GWAEA agrees to:**

1. Coordinate recruitment, selection, and supervision of Induction Coaches to provide services under the Agreement.
2. Use NTC Induction Program Standards to design and formatively assess and support program implementation.
3. Utilize formative assessment tools and materials aligned with the Iowa Teaching Standards and district goals to promote teacher development.
4. Use NTC Mentor formative assessment system to collaboratively assess Induction coach growth and accountability.
5. Provide training and professional development for Induction Coaches and district administrators.
6. Coordinate collaborative network among participating teachers.
7. Complete program evaluation and collaborate with district program leadership to continuously improve program.
8. Invoice School District for services under this Agreement on or around January 15, 2024, and June 1, 2024.

**School District agrees to:**

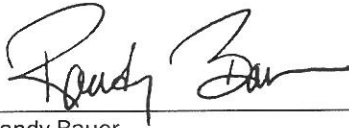
1. Participate in consultation with GWAEA Program Leads in-district at least 1x/semester.
2. Commit and support consortium induction coach (full-release mentor) selection and assignment process involving a cross-representational interview committee.
3. Commit to instructional mentoring (lesson planning, pedagogy, formative classroom observations, analysis of student work, etc.) being solely provided by the assigned induction coach.
  - a. Develop clear delineation of roles and responsibilities of in-district supports (i.e. instructional coaches, building-based supports, department chairs, facilitators, etc.) for Initial-licensed teachers with GWAEA Program Leads.



4. Provide an Induction Program Lead to:
  - a. Conduct ongoing communication with GWAEA program leaders.
  - b. Participate in *School Leaders and Mentors: A Partnership for School Success* professional development workshop (registration fee is covered by Consortium funds).
  - c. Create and facilitate meetings with district induction team.
  - d. Attend Induction Program Lead meetings 2x/year (3 hours).
  - e. Collect data aligned with Induction Consortium program evaluation.
  - f. Coordinate communication and aid in registration for consortium professional development for beginning teachers and administrators.
  - g. Collaborate with other district administrators to align induction program with district initiatives.
5. Provide access to relevant data for program evaluation and research.
  - a. Teacher retention information – for all teachers in participating schools, annually identify teachers who return to their schools and districts the following year.
  - b. Student achievement data such as reading and math scores on the Iowa Statewide Assessment of Student Progress (ISASP) and demographic information for students in grades 3 through 8, linked to their teacher, for all students in participating districts.
  - c. Allow participating teachers to receive an annual survey. Endorse the survey and support efforts to ensure a high response rate.
  - d. Allow classroom observations of a sample of teachers. Observation will be approximately the length of one lesson or one class period.
  - e. Individual interviews and focus groups with a sample of teachers and induction coaches, as well as principals and district administrators. Interviews will be approximately 45 minutes in length.
    - i. Every effort will be made to schedule activities during non-school hours or during planning times; however, were conflicts to occur and teachers were needed during class time, substitutes may be required to cover the time they participate in interviews and focus groups.
6. Commit to supporting the beginning teacher inquiry cycle
7. Have adequate technology access for Initial-license teachers to participate in Kiano (online database of formative assessment tools)
8. Have initial license teachers attend the Beginning Teacher Network 4x/year at GWAEA or other region location (2 hours after school).
  - a. GWAEA is not responsible for the travel costs and/or and any compensation costs for the beginning teachers.
9. Commit to principal involvement through participation in *School Leaders and Mentors: A Partnership for School Success* professional development (registration fee covered by Consortium funds) and triad conversations between principal, beginning teacher and induction coach.
10. Provide funding to GWAEA for each participating teacher, based on the following fee schedule:
  - a) \$6,500 per participating teacher.
11. Provide payment under this agreement within thirty (30) days of receipt of invoices from GWAEA.

Grant Wood Area Education Agency

Linn Mar Community School District

  
 Randy Bauer  
 Board President

04/12/2023  
 Date

\_\_\_\_\_  
 Board President Date

Grant Wood Area Education Agency extends equal opportunities in its employment practices, educational programs and services, and does not discriminate on the basis of color, gender, race, national origin, religion, creed, age, sexual orientation, gender identity, marital status, disability, veteran status or as otherwise prohibited by law. If you believe you or your child has been discriminated against or treated unjustly, please contact the Agency's Equity Coordinator, Maria Cashman, at 319-399-6847 or 800-332-8488, Grant Wood AEA, 4401 Sixth St SW, Cedar Rapids, IA 52404



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Linn-Mar Community School District and

**Workplace Learning Connection (WLC) agrees to:**

- **PROVIDE** high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District's K-12 students
- **PROVIDE** middle/junior high and senior high school student services based on school population for establishing equity of support among the districts; elementary school programs will be charged at a per service rate
- **PROVIDE** a report of services rendered annually to the administration
- **COLLABORATE** with the District/School as it develops a Career Development Plan
- **COLLABORATE** with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators
- **ASSIST** the District in fulfilling its non-delegable duty to provide an educational environment free of unlawful discrimination

---

Workplace Learning Connection signature

Date

---

**I, representing the District in regard to Career Development Planning, agree to:**

- **IDENTIFY** WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- **ALLOW** access to the school community via website and school publications for WLC/District activities
- **PROVIDE** awareness of the elective, academic internship and/or practicum through the school's Program of Studies and award appropriate school credit for participation
- **ASSIST** WLC in its role to help ensure an educational environment free of discrimination, including in the provision of necessary information to facilitate that role or communication with third-party providers

**At the Building level, with the Principal and Administrative Team:**

- **ENSURE** access to and equity of student and staff participation in Career Exploration experiences
- **PROVIDE** and appropriate contact(s) for WLC within the district or school building(s); preferable in Guidance
- **PROMOTE** flexibility in school scheduling to accommodate Career Development activities

**At the school contact level, in partnership with WLC School Liaison:**

- **PROVIDE** student preparation & follow-up for Career Development activities
- **ADHERE** to the activity request and scheduling dates/deadlines and to participation compliance policies

**Entire District, in partnership with WLC:**

- **USE, DISSEMINATE OR DISTRIBUTE** WLC materials with acknowledgement to all users that they are Kirkwood's creation and credit is due to Kirkwood therefore. Furthermore, you agree not to modify or remove any information from the materials, including information regarding ownership of the materials. Kirkwood hereby reserves the right to revoke the uses allowed hereunder at its sole discretion.
- 

To sustain the intermediary functions of Workplace Learning connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula. An annual increase each subsequent year will be based on the allowable growth increase approved by the Iowa Legislature.

Budget line item for *Career Development Activities* based on the  
2022-2023 Enrollment reported to Iowa Department of Education:

Middle/Junior (6-8)	@ \$4.50 / student	X	1710 students	=	\$7,695.00
High School	@ \$6.50 / student	X	2276 students	=	\$14,794.00
<b>Total for 2022-23</b>					<b>\$22,489.00</b>
(Invoiced 07/2023)					

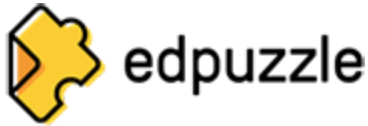
Our endorsement will enable Workplace Learning Connection to fulfill the goals of regional communication and coordination of work-based learning experiences and support school districts, employers, and communities in local collaborative efforts.

---

**Superintendent/Designee signature**

**Date**

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection. Workplace Learning Connection programs provide equal opportunity to all persons regardless of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability.



PO BOX 446  
SAN FRANCISCO, CA 94104-0446  
UNITED STATES

Bill To Name	LINN-MAR COMMUNITY SCHOOL DISTRICT	Quote Number	00054252
Bill To	2999 NORTH 10TH ST	Quote Created	4/6/2023
	MARION, IA 52302	Quote Expires	7/24/2023
	US	Prepared By	Marcia Flynn
		Email	marcia@edpuzzle.com

Product	Period	Product Description	Sales Price	Quantity	Total Price
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	\$2,180.00	3.00	\$6,540.00
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	\$3,140.00	1.00	\$3,140.00
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	\$2,740.00	1.00	\$2,740.00
Subtotal					\$12,420.00
Grand Total					\$12,420.00

#### FAQ's

##### Does Edpuzzle accept purchase orders?

Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

##### What payment methods does Edpuzzle accept?

We accept credit card payments, checks, and direct deposits (wire transfers).

##### Can we use next year's funds this school year?

Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

#### Terms & Conditions

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

Signature: Brittania Morey, Board President \_\_\_\_\_ Date: \_\_\_\_\_

District Contact: Nathan Wear, Associate Superintendent / 319-447-3028 / [nathan.wear@Linnmar.k12.ia.us](mailto:nathan.wear@Linnmar.k12.ia.us)

**Linn-Mar Community Schools and Peloton Consultant Group, LLC**  
**Adaptive Schools Agreement**  
**Fall 2023**

This agreement is entered into between the Linn-Mar Community Schools, 2999 North Tenth Street, Marion, IA 52302, and Peloton Consultant Group, LLC, an LLC whose members include, Sara Knueve, Heather Lott and Ron Lott, hereinafter referred to as the “Contractor”.

In consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Duration of the Agreement.**

This agreement will cover four days of professional development on the dates of October 3-4 and November 1-2, 2023. Training on all days will occur from 8:00 AM to 3:30 PM each day unless changed by mutual agreement of the parties.

2. **Purpose and Scope of Services.**

The Contractor will provide a four-day professional development training entitled “Adaptive Schools Foundation Seminar”.

3. **Consideration of Terms and Payment.**

The Contractor shall be paid, for the performance of the scope of service. Books and materials will be ordered and provided by Linn-Mar Community Schools.

<b>Description</b>	<b>Cost</b>
School Year AS Foundation (1 presenter * 4 days)	\$8275.00
Mileage (0.655/mile * 311 miles round-trip * 2 trips)	\$407.41
Meals (\$55/day * 4 days)	\$220.00
Hotel (\$150/night * 4 nights)	\$600.00
<b>Total</b>	<b>\$9502.41</b>

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Organization upon completion of the project within thirty (30) days of receipt of the invoice(s) from the Contractor.

4. **Terms of this Agreement.**

This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of a least thirty (30) days written notice to the other party. The agreement can only be extended thereafter by mutual agreement.

5. **Person Providing Services**

All services provided by the Contractor under this Agreement shall be coordinated/provided through Ron Lott unless otherwise agreed to by Linn-Mar Community Schools. It is agreed that Ron will provide the Adaptive Schools Foundational Training.

6. **Independent Contractor Status**

Contractor agrees and stipulates that in performing this Agreement, it is acting as an Independent Contractor and that no relationship of employer and employee, partnership, or joint venture is created by this Agreement. The contractor has exclusive control over work hours, location, and other details of such services and Linn-Mar Community Schools’s sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely, and satisfactory manner in accordance with the terms of this Agreement.



The contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state, or local authorities imposed on or measured by income. Contractor specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of Linn-Mar Community Schools during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against Linn-Mar Community Schools on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. Linn-Mar Community Schools shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to Linn-Mar Community Schools employees, including any insurance, or pension plans.

The contractor further agrees that Linn-Mar Community Schools is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of Linn-Mar Community Schools.

7. Supplies/Materials, Equipment, Venue, Meals

The Contractor will provide presentation supplies/materials or equipment needed to fulfill all services outlined under this agreement. Linn-Mar Community Schools will provide the location, projector, screen, speakers, table baskets, post-its, chart paper, markers, and printing. Ordering and payment for the books (Adaptive Schools Learning Guide) will be made by Linn-Mar Community Schools at least 30 days in advance of the training dates.

If desired, the provision of meals, beverages, and snacks will be the responsibility of Linn-Mar Community Schools. The location of the training will be determined by Linn-Mar Community Schools. Check-in of participants and other logistical needs on-site will be the responsibility of Linn-Mar Community Schools.

8. Termination

Linn-Mar Community Schools may terminate this agreement following a 60 day written notice to the Contractor. In the event, the Contractor shall be paid for out of pocket costs incurred and a termination fee based on 25% of the contractual amount.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, Linn-Mar Community Schools shall thereupon have the right to terminate this contract anytime by giving written notice to the Contractor of such termination and specifying the effective date thereof.

9. Assignment

The Contractor shall not delegate the performance of duties without prior written consent of Linn-Mar Community Schools.

10. Order of Priority

Should Contractor and Linn-Mar Community Schools sign Contractor's Contract in addition to this Agreement, the terms set forth in this Agreement shall govern in the event of a conflict.

11. Entire understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties.

In witness whereof the undersigned, we have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Linn-Mar Community Schools

Peloton Consultant Group, LLC -Contractors

By: \_\_\_\_\_  
Brittania Morey, Board President  
Date: \_\_\_\_\_

By: Ronald Lott \_\_\_\_\_  
Ronald Lott, Member

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.

RECEIVED

By: SD Date: 4-11-23

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: LMHS Class of 1973

*(Example: LM Red 3<sup>rd</sup> grade basketball)*

Contact's Title/Position: 50<sup>th</sup> Reunion Volunteer

*(Example: Head Coach)*

Contact's Name (print): Sally Reck

Contact's Signature: Sally Reck Date Signed: 04/09/2023

Contact Information: Phone: (319) 350-8264

Email: sallysreck@gmail.com

Full Address: 2305 Coventry Court  
Marion, IA 52302

**Licensor:**

Linn-Mar Community School District

2999 N 10<sup>th</sup> Street, Marion, IA 52302

District Contact: Kevin Fry, Communications/Media Coordinator

Email: [kfry@linnmar.k12.ia.us](mailto: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.



## Excursions and Trips Request Form

Code 603.3-R2

Date Request Received by CFO/COO: 4-13-23 

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

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

The request will include:

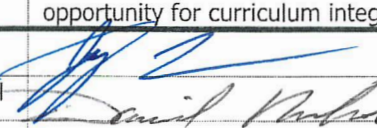

- ✓ Rationale for the excursion/trip including the purpose and objectives
- ✓ Clarification if request is dependent upon pre-qualifying for event
- ✓ Detailed plans for student supervision
- ✓ Proposed itinerary
- ✓ Cost and source of funding
- ✓ Number of student participants
- ✓ Copy of required participation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

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

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

Group: Varsity Baseball  
(Examples: Robotics, FBLA, etc.)

Submitted by: Kyle Rodenkirk  
(Name)

Criteria		Description	Provided
Purpose	<b>Required</b>	Purpose of excursion/trip is clearly defined and ". . . is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	
Pre-Planning	<b>Required</b>	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	
Follow-Up	<b>Required</b>	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	
Assessment	<b>Required</b>	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	
Funding	<b>Required</b>	Source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3.	
Common Experience	<b>Recommended</b>	This excursion/trip is a common experience that all students at this grade level or activity group should have.	
Multi-disciplinary	<b>Recommended</b>	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	
Building Principal Approval			Date <u>4/18/23</u>
Chief Financial/Operating Officer Approval			Date <u>4/13/23</u>
Board of Directors Approval			Date



Kyle Rodenkirk  
Head Baseball Coach  
4/7/2023

To whom it may concern:

The varsity baseball team from Linn-Mar High School will be playing a varsity game against North Polk high school on Friday June 16<sup>th</sup>, 2023. We will then be spending the night at the AmericanInn in Johnston, IA. On Saturday June 17<sup>th</sup>, 2023 we will be traveling to the College World Series in Omaha, NE for the 1pm game. After the game we will be traveling back to Oak Ridge middle school in Marion, IA. We will be taking the varsity roster (24 players), and senior playing on the JV team, and 8 coaches.

**Supervision**

\*We will have 8 high school baseball coaches on this trip to help with supervision on this trip.

**Itinerary**

June 16, 2023

\*Charter bus picks up the team at 1:30pm from Oak Ridge June 16<sup>th</sup> and drive to North Polk baseball field for a 6pm game. At the conclusion of the game, we will bus to Americaninn hotel in Johnston, IA. The players will sleep 4 to a room with a curfew time and bed check performed by the coaches.

June 17, 2023

\*Wakeup and eat breakfast at the hotel, check out and depart to Omaha, NE for the 1pm CWS game. Load the bus at 4pm to head back to Oak Ridge. We will stop to grab food quick in Des Moines, IA on our way home.

**Cost**

\*We will be paying for this out of our fundraising account. We do not want any player to pay for this. They will only bring money if they want to purchase excess food or memorabilia. The coaches will be paying for their own personal tickets to the CWS game.

**Number of students**

\*24 varsity players

\*2-3 JV seniors

\*8 coaches

**Purpose of the trip**

\*Team bonding as well as creating lifelong memories for our varsity players attending a college world series baseball game.

# School Finance Report

## March 31, 2022

### 75% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$66,921,000			\$5,748,857	\$7,330,127	\$40,358,950	60.3%		\$26,562,050		
2) Support Services(2000-2999)	\$32,850,600			\$2,557,576	\$2,472,772	\$21,877,229	66.6%		\$10,973,371		
3) Non-Instructional(3000-3999)	\$4,351,000			\$366,923	\$358,527	\$2,757,111	63.4%		\$1,593,889		
4) Other Expenditures((4000-6100)	\$26,160,916			\$207,124	\$488,690	\$38,892,410	148.7%		-\$12,731,494		
5) Interfund Transfers	\$7,294,064			\$484,613	\$484,613	\$6,313,025	86.6%		\$981,039		
<b>Total</b>	<b>\$137,577,580</b>			<b>\$9,365,093</b>	<b>\$11,134,728</b>	<b>\$110,198,726</b>	<b>80.1%</b>		<b>\$27,378,854</b>		
Operating Fund-10	\$97,648,952	\$13,955,156	\$63,160,939	\$8,522,118	\$9,949,164	\$62,130,802	63.6%		35,518,150	1,030,138	14,985,293
Activity-21	\$1,521,000	\$727,690	\$624,128	\$56,012	\$95,753	\$570,887	37.5%		950,113	53,241	780,931
Management-22	\$1,085,600	\$1,580,999	\$660,341	\$703	\$0	\$1,201,936	110.7%		(116,336)	(541,595)	1,039,404
PERL-24	\$391,000	\$279,130	\$190,260	-\$15,616	\$3,340	\$135,827	34.7%		255,173	54,433	333,563
SAVE-33	\$8,297,109	\$6,495,345	\$6,579,085	\$496,541	\$524,430	\$7,023,963	84.7%		1,273,146	(444,878)	6,050,467
Other Capital Projects-31, 32, 35	\$1,625,000	\$2,231,057	\$65	-\$61,070	\$12,356	\$565,592	34.8%		1,059,408	(565,526)	1,665,531
PPEL-36	\$9,801,955	\$5,037,518	\$2,602,136	\$2,448	\$194,450	\$2,973,233	30.3%		6,828,722	(371,097)	4,666,422
Debt Service-40	\$12,956,964	\$858,214	\$37,929,894	\$0	\$0	\$32,918,838	254.1%		(19,961,874)	5,011,056	5,869,269
Nutrition-61	\$4,000,000	\$1,457,143	\$3,104,289	\$342,256	\$335,066	\$2,454,199	61.4%		1,545,801	650,090	2,107,233
Aquatic Center-65	\$200,000	\$160,705	\$326,100	\$17,163	\$15,703	\$188,164	94.1%		11,836	137,935	298,641
Student Store-68	\$50,000	\$29,211	\$41,283	\$4,537	\$4,467	\$35,285	70.6%		14,715	5,998	35,209
<b>Total</b>	<b>\$137,577,580</b>	<b>\$32,812,169</b>	<b>\$115,218,520</b>	<b>\$9,365,093</b>	<b>\$11,134,728</b>	<b>\$110,198,726</b>	<b>80.1%</b>		<b>27,378,854</b>	<b>5,019,795</b>	<b>37,831,964</b>

## Linn-Mar Community School District

### Cash Balances

Fiscal Year: 2021-2022

Date Range: 03/01/2022 - 03/31/2022

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	14,546,070.26	7,826,791.39	8,276,115.77	14,096,745.88
10.0002.0000.000.0000.101000	CASH IN BANK	5,114.09	0.65	0.00	5,114.74
10.0008.0000.000.0000.101000	CASH IN BANK	1,043,711.25	275.93	10.00	1,043,977.18
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	4,911.10	4,911.10	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	766,671.55	111,682.64	114,999.16	763,355.03
22.0006.0000.000.0000.101000	CASH IN BANK	1,001,394.87	39,009.37	1,000.00	1,039,404.24
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,322.81	3,322.81	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	345,328.69	11,821.33	22,436.56	334,713.46
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0003.0000.000.0000.101000	CASH IN BANK	3,334,491.88	1,325,217.18	496,540.86	4,163,168.20
35.0003.0000.000.0000.101000	CASH IN BANK	614,949.20	0.00	0.00	614,949.20
35.0008.0000.000.0000.101000	CASH IN BANK	1,295,263.29	12.64	0.00	1,295,275.93
36.0003.0000.000.0000.101000	CASH IN BANK	4,528,896.76	246,377.30	108,852.10	4,666,421.96
40.0003.0000.000.0000.101000	CASH IN BANK	5,171,290.05	697,979.28	0.00	5,869,269.33
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	204,062.33	204,062.33	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	2,283,123.10	504,733.06	349,916.08	2,437,940.08
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	14,545.57	14,545.57	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	228,197.25	120,683.62	19,408.88	329,471.99
68.0002.0000.000.0000.101000	CASH IN BANK	36,416.62	3,415.93	4,623.43	35,209.12
		<u>37,088,240.79</u>	<u>11,114,842.13</u>	<u>9,620,744.65</u>	<u>38,582,338.27</u>

End of Report

## School Finance Report

### March 31, 2023

#### 75% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$70,815,000			\$7,002,429	\$5,440,343	\$40,318,951	56.9%		\$30,496,049		
2) Support Services(2000-2999)	\$33,612,000			\$2,664,226	\$2,647,782	\$23,618,107	70.3%		\$9,993,893		
3) Non-Instructional(3000-3999)	\$5,035,000			\$396,672	\$366,117	\$2,885,432	57.3%		\$2,149,568		
4) Other Expenditures((4000-6100)	\$23,070,282			\$548,696	\$588,137	\$9,266,301	40.2%		\$13,803,981		
5) Interfund Transfers	\$6,550,000			\$414,744	\$414,744	\$3,767,355	57.5%		\$2,782,645		
<b>Total</b>	<b>\$139,082,282</b>			<b>\$11,026,767</b>	<b>\$9,457,122</b>	<b>\$79,856,146</b>	<b>57.4%</b>		<b>\$59,226,136</b>		
Operating Fund-10	\$102,409,124	\$12,313,088	\$63,184,013	\$9,828,200	\$8,197,156	\$63,746,230	62.2%		38,662,894	(562,217)	11,750,871
Activity-21	\$1,100,000	\$804,717	\$811,337	\$99,993	\$145,919	\$762,593	69.3%		337,407	48,744	853,461
Management-22	\$1,375,000	\$1,443,078	\$1,342,490	\$0	(\$2,128)	\$1,430,363	104.0%		(55,363)	(87,873)	1,355,205
PERL-24	\$602,000	\$435,095	\$198,348	\$4,431	\$16,137	\$100,959	16.8%		501,041	97,389	532,484
SAVE-33	\$10,050,000	\$3,752,185	\$6,217,004	\$507,558	\$598,902	\$5,600,689	55.7%		4,449,311	616,315	4,368,501
Other Capital Projects-31, 32, 35	\$731,158	\$1,160,230	\$15,031,021	\$89,689	\$0	\$1,258,236	172.1%		(527,078)	13,772,786	14,933,016
PPEL-36	\$5,730,000	\$3,926,863	\$2,858,022	\$102,078	\$138,346	\$2,122,257	37.0%		3,607,743	735,764	4,662,627
Debt Service-40	\$12,150,000	\$346,133	\$7,086,483	\$500	\$0	\$2,032,860	16.7%		10,117,140	5,053,623	5,399,756
Nutrition-61	\$4,510,000	\$2,596,866	\$2,860,212	\$373,207	\$334,479	\$2,560,693	56.8%		1,949,307	299,519	2,896,385
Aquatic Center-65	\$375,000	\$234,938	\$331,469	\$19,059	\$22,046	\$210,576	56.2%		164,424	120,892	355,830
Student Store-68	\$50,000	\$26,779	\$34,628	\$2,052	\$6,265	\$30,688	61.4%		19,312	3,940	30,719
<b>Total</b>	<b>\$139,082,282</b>	<b>\$27,039,974</b>	<b>\$99,955,027</b>	<b>\$11,026,767</b>	<b>\$9,457,122</b>	<b>\$79,856,146</b>	<b>57.4%</b>		<b>59,226,136</b>	<b>20,098,881</b>	<b>47,138,855</b>



## Linn-Mar Community School District

### Cash Balances

Fiscal Year: 2022-2023

Date Range: 03/01/2023 - 03/31/2023

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0000.0000.000.0000.111001	ISJIT-General Fund	3,007,463.63	11,209.04	0.00	3,018,672.67
10.0001.0000.000.0000.101000	CASH IN BANK	1,476,965.58	14,947,538.19	15,519,331.19	905,172.58
10.0002.0000.000.0000.101000	CASH IN BANK	5,133.13	0.18	0.00	5,133.31
10.0008.0000.000.0000.101000	CASH IN BANK	1,065,612.28	528.43	1,066,140.71	0.00
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	4,552.16	4,552.16	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	851,325.76	304,873.98	324,761.94	831,437.80
22.0006.0000.000.0000.101000	CASH IN BANK	1,292,715.87	62,489.16	0.00	1,355,205.03
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,321.75	3,321.75	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	527,794.26	10,446.38	4,413.91	533,826.73
32.0003.0000.000.0000.101000	CASH IN BANK	(80,000.00)	80,000.00	0.00	0.00
33.0003.0000.000.0000.101000	CASH IN BANK	5,335,970.25	818,163.94	507,558.36	5,646,575.83
35.0003.0000.000.0000.101000	CASH IN BANK	3.36	10,000,000.00	169,689.00	9,830,314.36
35.0008.0000.000.0000.101000	CASH IN BANK	192,280.36	5,008,152.34	5,007,435.74	192,996.96
36.0003.0000.000.0000.101000	CASH IN BANK	4,669,433.44	128,528.18	102,078.21	4,695,883.41
40.0003.0000.000.0000.101000	CASH IN BANK	4,820,271.39	579,984.60	500.00	5,399,755.99
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	216,408.25	216,408.25	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	3,259,600.10	422,867.50	373,162.62	3,309,304.98
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	15,103.58	15,103.58	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	268,877.34	163,950.72	50,769.68	382,058.38
68.0002.0000.000.0000.101000	CASH IN BANK	31,260.93	1,510.75	2,052.36	30,719.32
		26,727,029.61	32,779,629.13	23,367,279.46	36,139,379.28

End of Report