




Linn-Mar Community School
District Bond Vote 2018
TUESDAY, SEPTEMBER 11, 2018



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Why are we voting September 11?

- One of the fastest growing districts in the state
- Outgrown current facilities
- Prepare for future growth



The district is at nearly 91.5% capacity

Learn more at www.linnmar.k12.ia.us/vote



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TUESDAY, SEPTEMBER 11, 2018

Why are we voting September 11?



By 2022-23, the district will exceed 8,000 students

Learn more at www.linnmar.k12.ia.us/vote

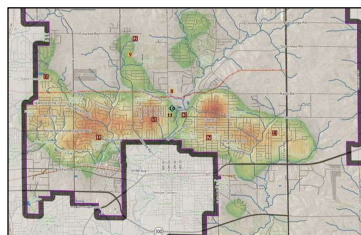


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What Is causing the growth?

- A fast growing community
- Residential development



New residents are the drive student enrollment growth

Learn more at www.linnmar.k12.ia.us/vote



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How does the bond help?

- Fund the construction of two 5th-6th grade intermediate buildings
- Support approximately 800 students with roughly 36 classroom



Learn more at www.linnmar.k12.ia.us/vote



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How does the bond help?

- Provides much needed space to ease capacity in schools
- Restructure to a new format (PK/K-4; 5-6; 7-8; and 9-12)



Learn more at www.linnmar.k12.ia.us/vote



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What are the plans long term?

- Future elementary school
- Use of the Learning Resource Center as an addition to the high school campus
- A facilities analysis in 2022-23



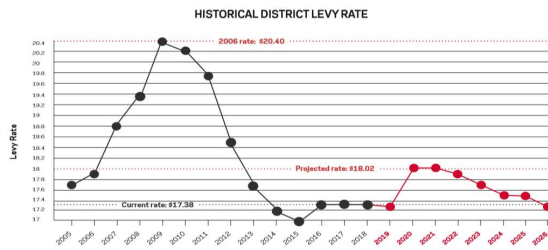
Learn more at www.linnmar.k12.ia.us/vote



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What is the tax impact?



PROPOSED LEVY RATE			
Assessed Value	\$100,000	\$200,000	\$300,000
Rollback	55.62%	55.62%	55.62%
Taxable Value	\$55,621	\$111,242	\$166,863
Homestead Credit	\$4,850	\$4,850	\$4,850
Net Taxable Value	\$50,771	\$106,392	\$162,013
Change per \$1,000	\$0.65	\$0.65	\$0.65
Annual tax change	\$33.00	\$69.15	\$105.31
Monthly tax charge	\$2.75	\$5.76	\$8.78

Learn more at www.linnmar.k12.ia.us/vote



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Thank
you



Learn more at www.linnmar.k12.ia.us/vote



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WHY ARE WE VOTING?

LINN-MAR IS A GROWING DISTRICT.

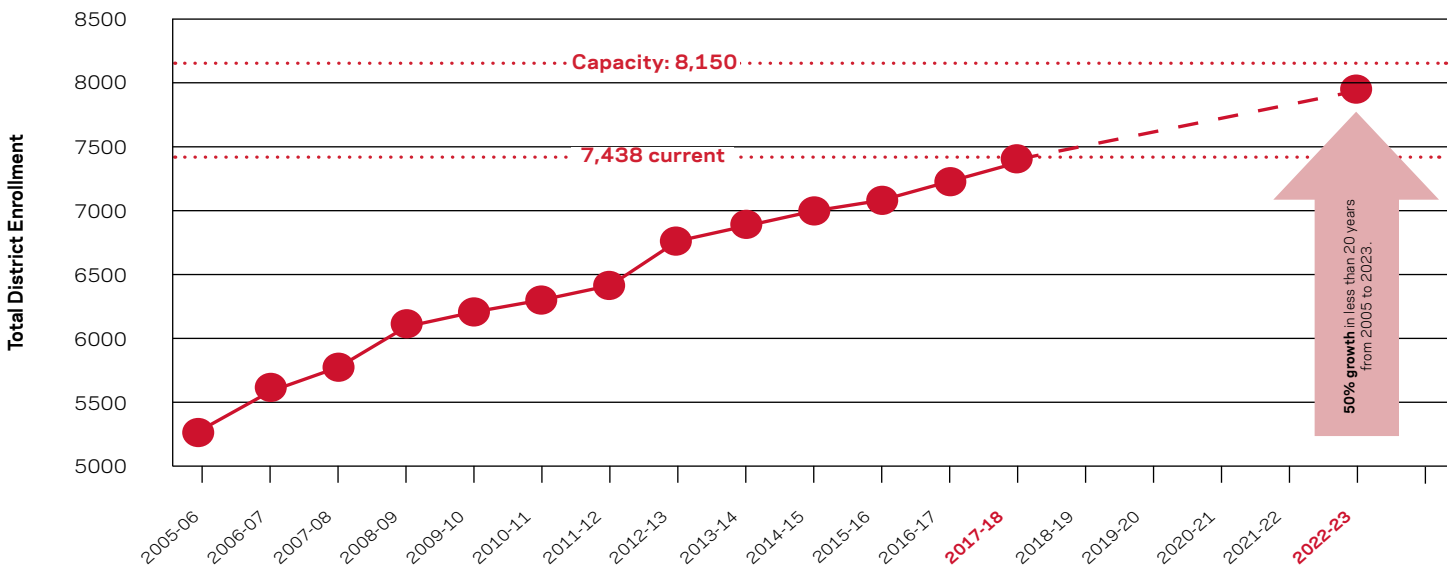
One of the fastest growing districts in the state, the Linn-Mar Community School District is at 91% capacity. At the current projected enrollment increase of 2 to 3% each year, the district will reach nearly 8,000 students by 2022-23. The district has outgrown and will continue to surpass its existing facilities. In order to accommodate current and future needs, the school board and district leadership have outlined a restructuring plan that will support this continued growth of our schools. The bond will support

the plan by funding the construction of two intermediate buildings for grades 5 and 6 and restructuring to a new grade format — pre-K/K-4, 5-6, 7-8, and 9-12 — for the 2020-21 school year.

HOW CAN WE PLAN FOR FUTURE GROWTH?

The construction of two new intermediate buildings is part of a 10-year facilities plan that will strategically address capacity, efficiency, safety and building-access issues. The district's plan includes both new construction and renovations to improve educational facilities for all students from pre-K through 12th grade over the next 10 years. The plan is dependent upon continued growth in the district, economic conditions in the community, and additional variables that dictate the district's timeline.

HISTORIC & PROJECTED K-12 ENROLLMENT



Source: RSP and Associates

WHAT AM I VOTING ON?

BOND LANGUAGE

Shall the Board of Directors of the Linn-Mar Community School District in the County of Linn, State of Iowa, be authorized to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$55,000,000 to provide funds to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites?

Learn more at www.linnmar.k12.ia.us/vote

WHAT WILL THE BOND PAY FOR?

SAFE, SECURE, EFFICIENT NEW INTERMEDIATE BUILDINGS

By 2022-23 the district's middle schools and three elementary schools will be over, or very close to, capacity. Fifth grade students at Indian Creek Elementary are already learning in portable classrooms.

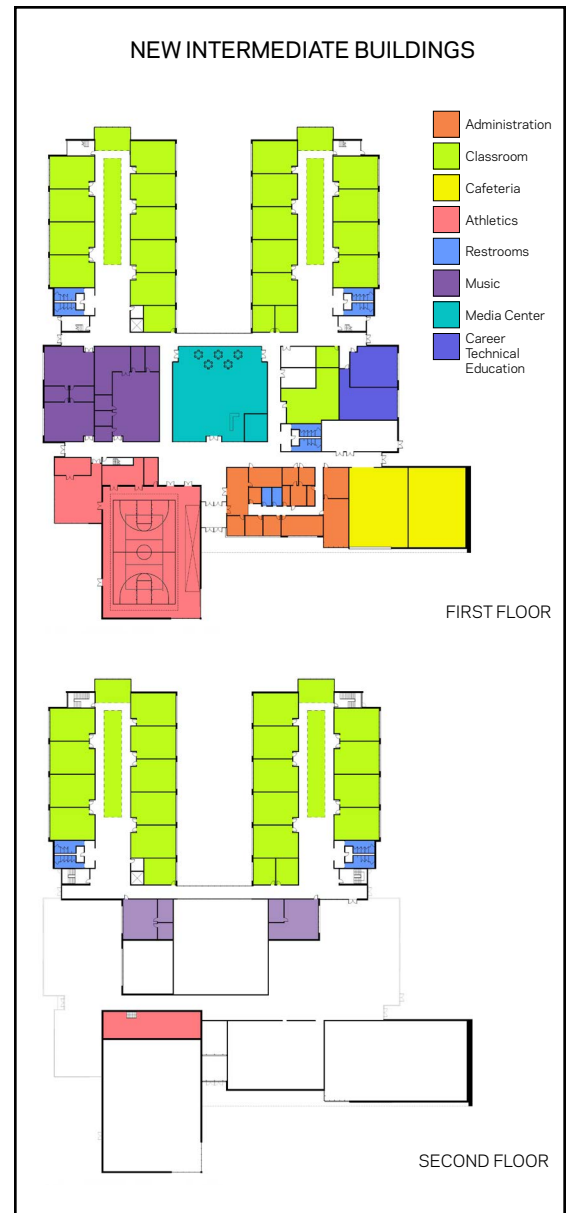
To address this growing need, the district proposes the construction of two new intermediate 5-6 buildings in areas of significant residential development — east of Echo Hill Elementary on Echo Hill Road and on 35th Avenue, where it will eventually connect with 44th Street on the northern edge of Marion. The two 5-6 buildings would provide approximately 68 new classroom spaces. Additionally, moving fifth graders out of the elementary buildings and the sixth graders from the middle schools will create valuable class space in nine of our buildings, allowing for future enrollment growth.

HOW MUCH WILL IT COST?

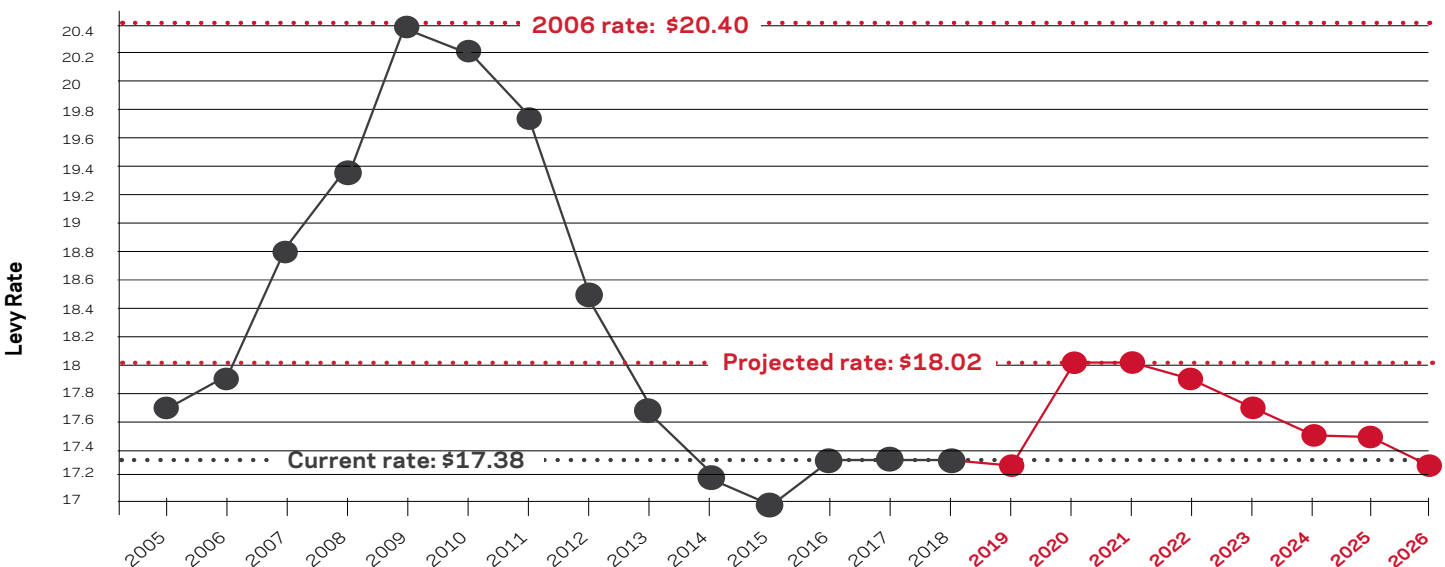
Property taxes are applied on a percentage value of a home's assessed value, not the market value. This bond issue proposes an **incremental increase up to \$0.65** on property taxes. After the increase, the property tax rate is still nearly \$1.50 less than after Linn-Mar's last successful bond vote.

PROPOSED LEVY RATE

Assessed Value	Rollback	Taxable Value	Homestead Credit	Net Taxable Value	Change per \$1,000	Annual tax change	Monthly tax change
\$100,000	55.621%	\$55,621	\$4,850	\$50,771	\$0.65	\$33.00	\$2.75
\$200,000	55.621%	\$111,242	\$4,850	\$106,392	\$0.65	\$69.15	\$5.76
\$300,000	55.621%	\$166,863	\$4,850	\$162,013	\$0.65	\$105.31	\$8.78



HISTORICAL DISTRICT LEVY RATE



Learn more at www.linnmar.k12.ia.us/vote



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WHAT IS CAUSING ENROLLMENT GROWTH?

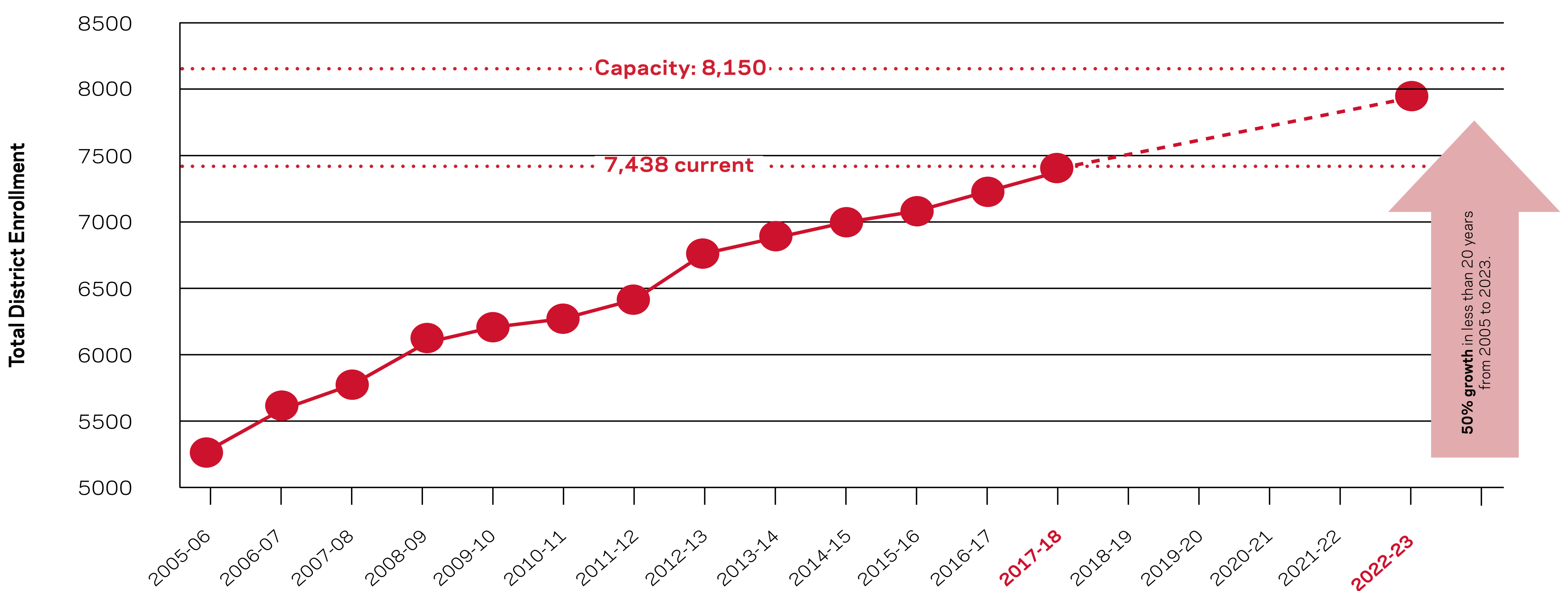
New residents are driving enrollment growth in the Linn-

Mar Community School District. Our district is located in a rapidly developing area with a reputation for quality education. The district's housing vacancy rate is 3.9%, which is significantly lower than the national average of 11.3%. The population has grown by 1.5% each year since 2010. Projections indicate this increase in population will continue to trend upwards for the foreseeable future, with many housing developments planned within the district's boundaries

HOW CAN WE PLAN FOR FUTURE GROWTH?

The construction of two new intermediate buildings is part of a 10-year facilities plan that will strategically address capacity, efficiency, safety and building-access issues. The district's plan includes both new construction and renovations to improve educational facilities for all students from pre-K through 12th grade over the next 10 years. The plan is dependent upon continued growth in the district, economic conditions in the community, and additional variables that dictate the district's timeline.

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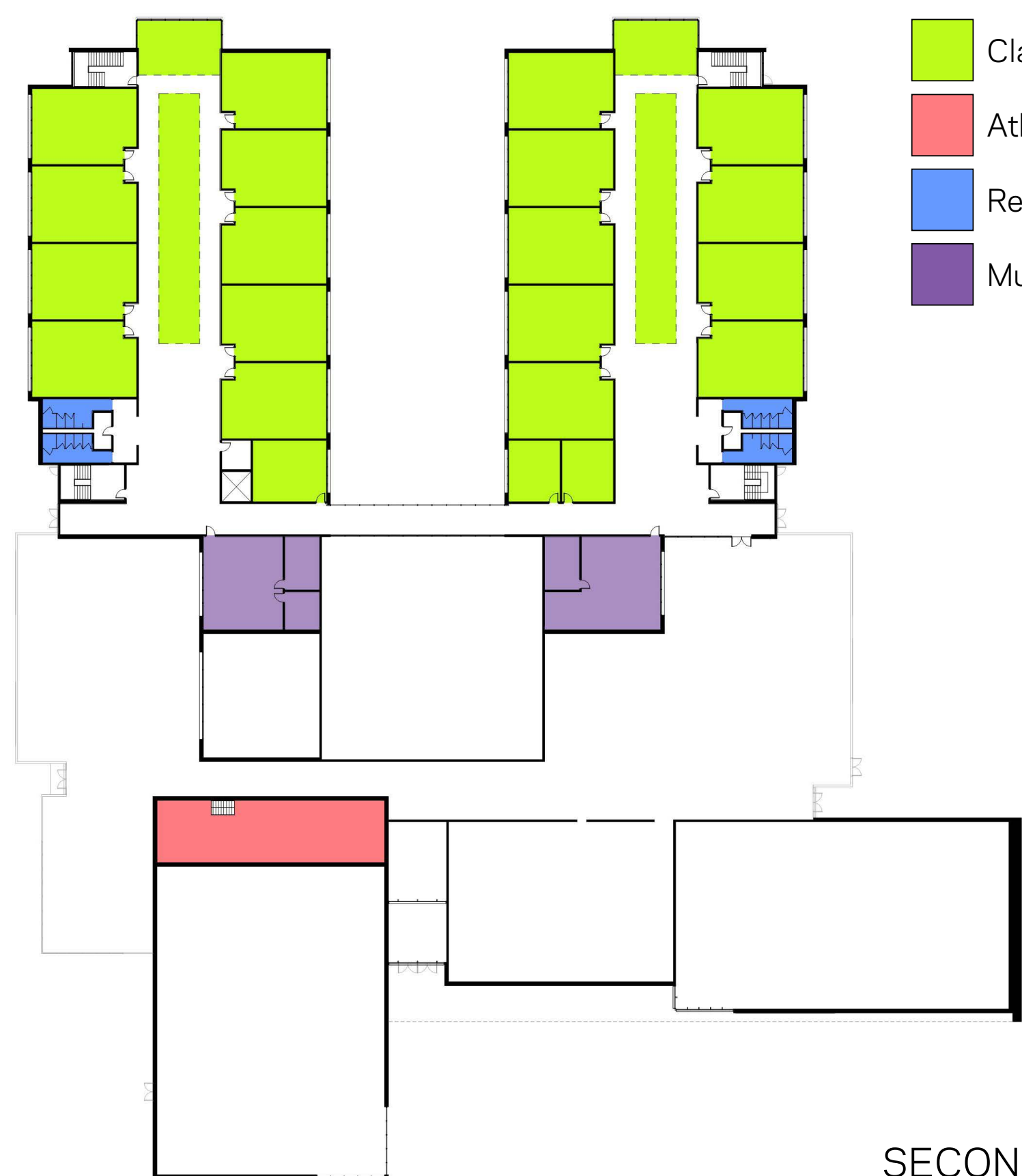
WHAT COULD IT LOOK LIKE?

A conceptual design for new 5 & 6 Intermediate buildings



- Administration
- Classroom
- Cafeteria
- Athletics
- Restrooms
- Music
- Media Center
- Career Technical Education

FIRST FLOOR



- Classroom
- Athletics
- Restrooms
- Music

SECOND FLOOR

Learn more at www.linnmar.k12.ia.us/vote



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WHAT WILL THE BOND PAY FOR?

SAFE, SECURE, EFFICIENT NEW & IMPROVED SPACES

The district is rapidly running out of space, with some elementary students already learning in portable classrooms. To address this growing need, the district proposes the construction of two new intermediate 5-6 buildings, which will free-up valuable class space in all of the district's elementary and middle school buildings, allowing for future enrollment growth.

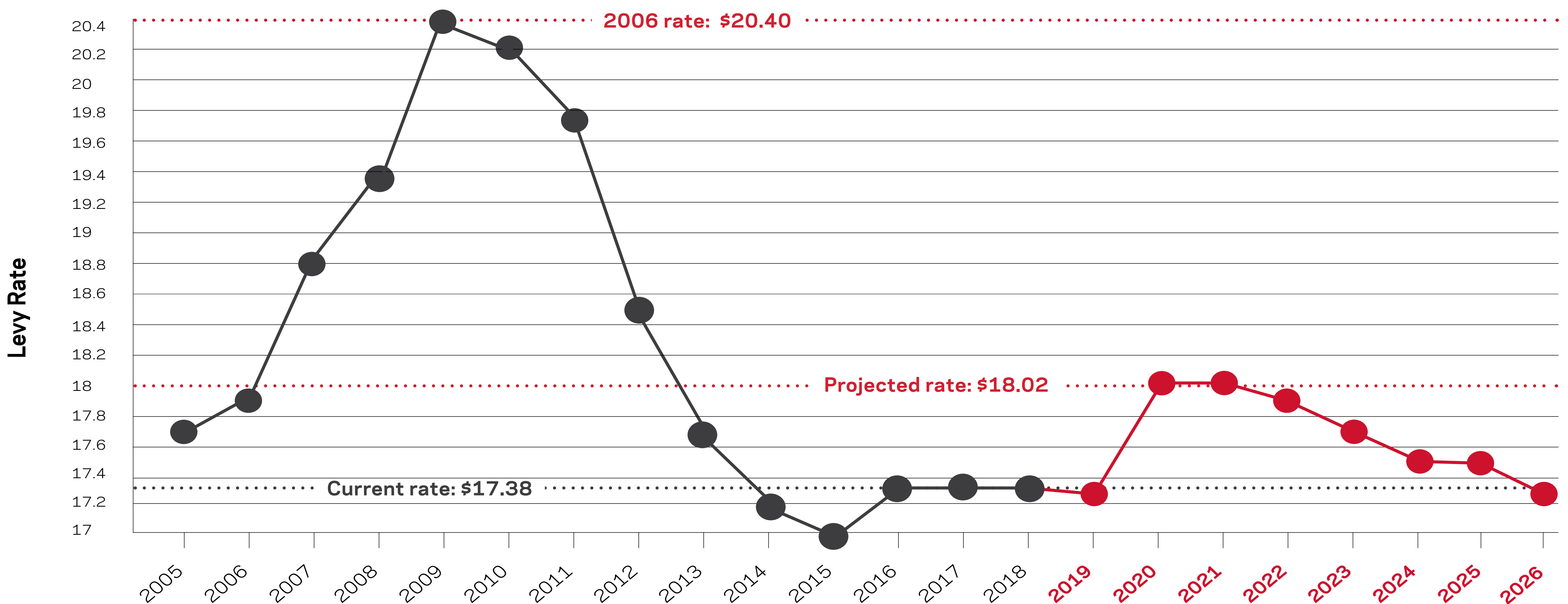
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Learn more at www.linnmar.k12.ia.us/vote

Welcome!

Welcome to the Linn-Mar Community School District! As a Linn-Mar Lion, you are part of the team that makes this school district a best in class working community, a respected Iowa public school, and a leader in education. At Linn-Mar, every position is important. Our collective mission is to Inspire Learning, Unlock Potential, and Empower Achievement! Your commitment to these values is critical for our mutual success in educational quality, student success, innovation, and community connections.

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DRAFT

Introduction

To ensure the district's success in accomplishing its mission, this handbook has been prepared to provide you with a basic understanding of the district's mission, vision, policies, and your responsibilities as an employee. It was prepared to make you aware of what you can expect from the Linn-Mar Community School District – and what the district will expect from you.

This handbook should not be construed as an employment contract or an agreement for employment for any specified period of time. The information included in this handbook is necessarily brief and may be subject to change; however, all laws, rules, and Board of Educations' policies from which this handbook is derived can be found at www.linnmar.k12.ia.us and in the Human Resources office. If any information contained in this handbook conflicts with any of the above, those laws, rules and policies take precedence over the information provided in this handbook.

DRAFT

Letter from Superintendent

Welcome to the Linn-Mar Community School District! I am honored to have you on our team. At Linn-Mar, we are dedicated to providing all students with a world class education and equipping them with the knowledge and skills that they need to become successful members of society.

At Linn-Mar, every position on the team is important and I hope you will immediately connect with our mission – Inspire Learning. Unlock Potential. Empower Achievement. We believe in the power of people and provide a great working environment and challenging work experience. I personally encourage you to come to work inspired to reach your fullest potential each and every day and think you will find that your decision to join Linn-Mar will be one of the best you've made.

I am pleased to provide you with this Employee Handbook, which outlines board policies and procedures for the district. It is intended to cover the policies, procedures and work rules that apply to Linn-Mar's day to day activities. As you familiarize yourself with this handbook, I hope it will answer most of your questions. However, if you have additional questions, please talk with your supervisor, administrator, or Human Resources.

On behalf of everyone at Linn-Mar, I wish you an enjoyable, successful, and fulfilling career as a Linn-Mar Lion!

Sincerely,

Shannon Bisgard
Linn-Mar Community School District Superintendent

Board of Directors



Sondra Nelson, President
snelson@Linnmar.k12.ia.us (Term expires Sept 2019)



George AbouAssaly, Vice President
gabouassaly@Linnmar.k12.ia.us (Term expires Sept 2019)



Bob Anderson
bob.anderson@Linnmar.k12.ia.us (Term expires Sept 2021)



Tim Isenberg
tisenberg@Linnmar.k12.ia.us (Term expires Sept 2019)



Cara Lausen
cara.Lausen@Linnmar.k12.ia.us (Term expires Sept 2021)



Rachel Wall
rachel.wall@Linnmar.k12.ia.us (Term expires Sept 2021)



Clark Weaver
cweaver@Linnmar.k12.ia.us (Term expires Sept 2019)



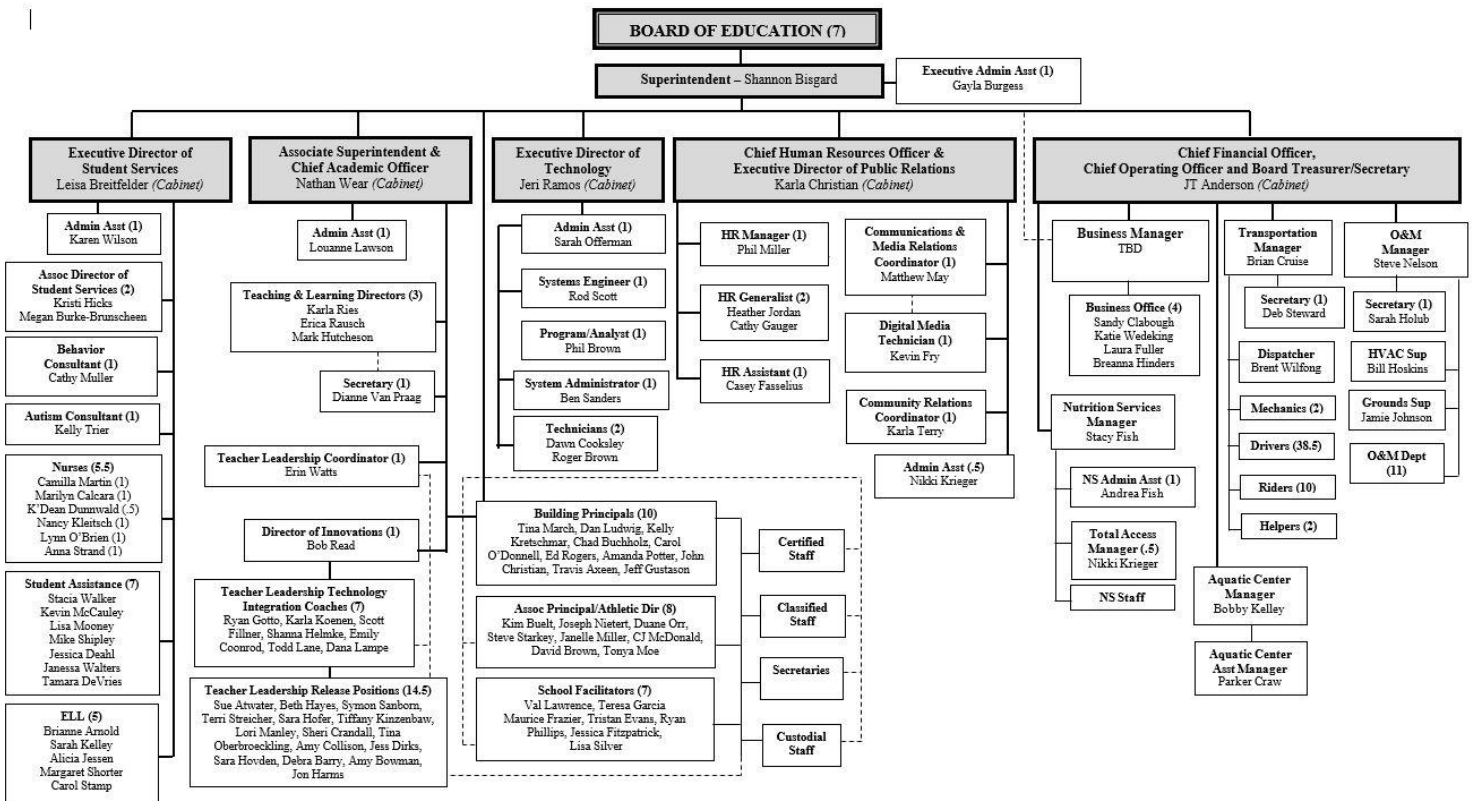
JT Anderson, Board Treasurer/Secretary
jtanderson@Linnmar.k12.ia.us



Shannon Bisgard, Superintendent
sbisgard@Linnmar.k12.ia.us

Getting Acquainted / District Organizational Chart

2018-19 ORGANIZATIONAL CHART



Equal Employment Opportunity Board Policy 400.2

The Linn-Mar Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives, and regulations of federal, state, and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. It is a goal of the district to have a diverse workforce. Employees will support and comply with the district's established equal employment opportunity and diversity hiring practices. Employees will be given notice of this policy annually.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals the Linn-Mar Community School District will provide equal opportunity to employees and applicants for employment without regard to race, color, religion, creed, gender, national origin, age, disability, marital status, sexual orientation, gender identity, genetic information, as a covered veteran, or any other classification that is protected in accordance with applicable equal employment opportunity and affirmative action laws, directives, and regulations of federal, state, and local governing bodies.

Advertisements and notices for vacancies within the district will contain the following statement: *The Linn-Mar Community School District is an EEO employer dedicated to employing a diverse workforce of highly qualified employees.* This statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and polices including but not limited to complaints of discrimination will be directed to Linn-Mar Equity Coordinators who have been designated by the school district to coordinate the district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, §504, and Iowa Code §280.3 (2007).

Linn-Mar Community School District Equity Coordinators:

Mr. Nathan Wear, Associate Superintendent
Phone: 319-447-3028 / nathan.wear@linnmar.k12.ia.us

Mrs. Karla Christian, Chief Officer of Human Resources
Phone: 319-447-3036 / kchristian@linnmar.k12.ia.us

Address: 2999 N 10th Street, Marion, IA 52302

Fax: 319-377-9252

Office Hours: 7:30 AM to 4:00 PM

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and federal employment laws and policies including but not limited to complaints of discrimination may also be directed in writing to the Iowa Civil Rights Commission (400 E. 14th Street, Des Moines, IA, 50319, (800) 457-4416), the Director of the Region VII Office of the United States Equal Employment Opportunity Commission (601 East 12th Street – Room 353, Kansas City, MO, 64106 (800) 368-1019), or the U.S. Department of Education, Office for Civil Rights (Lyndon Baines Johnson Department of Education Bldg., 400 Maryland Avenue, SW, Washington, DC, 20202-1100, (800) 421-3481). This inquiry or complaint to the federal office may be done instead of or in addition to an inquiry or complaint at the local level. Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Employee Groups and Associations

Linn-Mar has several recognized employee classifications:

Certified – This group includes employees whose positions require certification including but not limited to teachers, teacher librarians and counselors.

Classified – This group includes educational support employees whose job responsibilities are neither instructional nor administrative. Included in this group are para educators, associates, secretaries and service staff.

Administrative – This group includes employees who perform management functions directly to our schools. Responsibilities are typically district-wide or building-wide. Included in this group are the superintendent, associate superintendent, executive directors, directors, principals, assistant principals and others who perform management tasks.

Exempt / Non-Exempt – This group includes employees who perform management and other functions district-wide. Included in this group are managers, coordinators, facilitators, student deans, prevention specialists, confidential secretaries, administrative assistants, business office and human resources employees.

Collective Bargaining:

In accordance with Chapter 20 of the Code of Iowa, instructional staff and classified staff are currently represented by labor unions and associations:

The Linn-Mar Education Association (LMEA) is the bargaining unit that represents instructional employees. Please contact Erin Watts, LMEA President via e-mail at ewatts@linnmar.k12.ia.us or dial extension 3451 for more information.

The Linn-Mar Secretarial and Educational Assistant Association (LMSEAA) represents associates and secretaries. Please dial extension 3130 and ask for Lisa Reardanz or e-mail at lreardanz@linnmar.k12.ia.us for more information.

The Service Employees International Union (SEIU) represents custodial, maintenance and full time nutrition services employees. Please dial extension 3410 and ask for Kim Zach for more information.

The Part Time Nutrition Services Association (PTNS) represents part time nutrition services employees. Please contact Cheryl Cope at ccope@linnmar.k12.ia.us or dial extension 3499 (High School Kitchen) for more information.

District calendar *



2018-2019 School Calendar

Start-Finish
August 23 – May 31

Summary of Calendar
Days in classroom: 178/178
Hours: 1187/1131

Q1 = 45	Oct 25
Q2 = 44	Jan 11
Q3 = 43/42	Mar 15
Q4 = 46/45	May 31

Calendar Legend

	Start/End Quarter
	Holidays
	Vacation
	New Teacher Orientation
	Comp Day/Work Day Combo
	Early Childhood Prof Learning
	PreK-8 Teacher Comp Day
	PreK-12 Professional Learning
	PreK-12 Teacher Comp Day
	PreK-12 Teacher Work Day
	PreK-12 Student Non-Attendance
	PreK-8 Student Non-Attendance
	9-12 Student Non-Attendance

Linn-Mar Days

Elementary & Middle School (PreK-8)
178 School Days
6 Teacher Work Days
5 Professional Learning Days
4 Comp Days
191 Total

High School (9-12)
178 School Days
6 Teacher Work Days
5 Professional Learning Days
2 Comp Days
191 Total

Make Up Days for Cancellations

First June 3
Second June 4
Subsequent June 5+

M	T	W	Th	F	HS/PreK-8 Student Days	Teacher Days
August 2018						
		1	2	3		
6	7	8	9	10		
13	14	15	16	17		1
20	21	22	23	24	2	6
27	28	29	30	31	7	11
September						
3	4	5	6	7	11	15
10	11	12	13	14	16	20
17	18	19	20	21	21	25
24	25	26	27	28	26	30
October						
1	2	3	4	5	31	35
8	9	10	11	12	36	40
15	16	17	18	19	41	45
22	23	24	25	26	45	50
29	30	31			47	53
November						
			1	2	49	55
5	6	7	8	9	54	60
12	13	14	15	16	59	65
19	20	21	22	23	61	68
26	27	28	29	30	66	73
December						
3	4	5	6	7	71	78
10	11	12	13	14	76	83
17	18	19	20	21	81	88
24	25	26	27	28		
31						
January 2019						
3	4	5	6	7	84	91
14	15	16	17	18	89	96
21	22	23	24	25	93	101
28	29	30	31		97	106
					101	110
February						
				1	102	111
4	5	6	7	8	107	116
11	12	13	14	15	112	121
18	19	20	21	22	117/116	126
25	26	27	28		121/120	130
March						
				1	122/121	131
4	5	6	7	8	127/126	136
11	12	13	14	15	132/131	141
18	19	20	21	22		
25	26	27	28	29	136/135	146
April						
1	2	3	4	5	141/140	151
8	9	10	11	12	146/145	156
15	16	17	18	19	150/148	161
22	23	24	25	26	155/153	166
29	30				157/155	168
May						
		1	2	3	160/158	171
6	7	8	9	10	165/163	176
13	14	15	16	17	169/167	181
20	21	22	23	24	174/172	186
27	28	29	30		178/176	190
June						
3	4	5	6	7		191
10	11	12	13	14		
17	18	19	20	21		
24	25	26	27	28		

Approved by School Board 12/11/17

August 2018

15, 16 New Teacher Orientation
17 First Day for PreK-12 Teachers
20 Professional Learning Day
21, 22 PreK-12 Teacher Work Days
23 First Day of School K-9
24 First Day of School 10-12

September

3 No School PreK-12 (Labor Day)
5 No School ECBP and LL Preschool (Early Childhood Professional Learning)

October

3 No School ECBP and LL Preschool (Early Childhood Professional Learning)
15-25 K-8 Conference Window
25 End 1st Quarter
26 No School PreK-12 (PreK-8 Teacher Comp Day) (9-12 Teacher Work Day)
29 No School PreK-12 (Professional Learning Day)

November

7 No School ECBP and LL Preschool (Early Childhood Professional Learning)
15 High School Conferences
21 No School PreK-12 (Teacher Comp Day)
22-23 No School PreK-12 (Thanksgiving Break)

December

5 No School ECBP and LL Preschool (Early Childhood Professional Learning)
24-31 No School PreK-12 (Winter Break)

January 2019

1 No School PreK-12 (Winter Break)
2 No School ECBP and LL Preschool (Early Childhood Professional Learning)
11 End 2nd Quarter
14 No School PreK-12 (Teacher Work Day)
21 No School PreK-12 (Professional Learning Day)

February

6 No School ECBP and LL Preschool (Early Childhood Professional Learning)
18 No School PreK-8 (Teacher Comp Day)
21 High School Conferences

March

4-15 K-8 Conference Window
6 No School ECBP and LL Preschool (Early Childhood Professional Learning)
15 End 3rd Quarter
18-22 No School PreK-12 (Spring Break)
25 No School PreK-12 (Teacher Work Day)

April

3 No School ECBP and LL Preschool (Early Childhood Professional Learning)
19 No School PreK-8 (Teacher Comp Day)
22 No School PreK-12 (Professional Learning Day)

May

1 No School ECBP and LL Preschool (Early Childhood Professional Learning)
13 No School PreK-12 (Professional Learning Day)
26 High School Graduation
27 No School PreK-12 (Memorial Day)
31 Last Day of School & Quarter (2-Hour Early Dismissal)

June

3 No School (PreK-8 Teacher Work Day) (9-12 Teacher Comp Day)

*Holidays, non-paid days and scheduled work days are outlined in the employee group addendums.

When do I get paid?

Generally, certified and exempt/salaried staff are paid on the 20th of each month. Classified and non-exempt staff are paid on the 5th and 20th of each month. The payroll schedule is located in each negotiated agreement. If you have questions about your paycheck, please contact our Payroll Lead, Laura Fuller at x3018.

All employees are required to sign up for direct deposit and pay stubs can be accessed on our employee portal (iVisions) or by contacting payroll at x3018 (Laura Fuller) or x3146 (Katie Wedeking).

Overtime (Classified and Non-Exempt Staff)

Any employee subject to the overtime provisions of the Fair Labor Standards Act of 1938, as amended, and who is required to work in excess of 40 hours in any established work week, shall be compensated for the hours in excess of 40 at the rate of one and one-half (1 1/2) times the regular rate of pay for the service performed.

What should I wear?

We should all dress for success every day of the week - meaning dressing in a professional manner appropriate to the work/educational environment in attire appropriate for your position. For example, a Health/PE Teacher will dress differently than a High School Literature Teacher which is appropriate to their positions. There are many days throughout the school year that we are encouraged to dress casually if there is a pep rally or scheduled event during the school day but this in no way should distract from or disrupt the classroom or have a detrimental effect on the educational process. If you are unsure of what you are wearing before you walk out the door, a safe bet is that it is probably not appropriate.

Professional work environment / Employee relations

Each and every employee is a role model for the students who come in contact with them before, during, and after school hours. Each employee at Linn-Mar is valuable—administrators, teachers, associates, assistants, secretaries, custodians, nutrition staff and maintenance staff. We all need to collaborate and work with each other to ensure that we can provide a safe, healthy and world class learning environment for our students. Our goal is to make Linn-Mar the employer of choice. Therefore, it is the district's expectation that employees maintain a professional working environment that encourages mutual respect and promotes civil and congenial professional relationships among all staff, students, volunteers and the public. Please see **Board Policy 403.21** for more information.

Collaboration / Group Contributions (Solving problems together)

"We could learn a lot from crayons: some are sharp, some are pretty, some are dull, while others are bright, some have weird names, but we have to learn to live in the same box." - Anonymous

We realize you might not choose all of your team mates if you were to have put together the team you work on yourself. However, we all have to work together and in the end we are all here for the same reason – student achievement.

Linn-Mar is a diverse workplace (diverse thoughts, opinions, education, backgrounds, ethnicity, etc.) and the whole is greater than the sum of its parts. Each individual in a collaboration brings with himself or herself unique characteristics, but when everyone is grouped together, all of those characteristics add up together and become something greater. If you look at the collaborative team as a whole, rather than a conglomerate of individuals, the collaboration will run more smoothly.

While collaborating, communication is key – be sure to share ideas with your coworkers, principals, managers, and anyone who will listen. When you challenge yourself to communicate an idea, even in the beginning stages, it forces you to clarify your thinking so another person will understand. Just the act of communicating may develop your idea. Plus, by opening up your idea for feedback, you will get more ideas from the person with whom you shared the idea. Also, be sure to acknowledge your team members ideas. When building collaborative relationships, it is important to give credit when a team mate has contributed a good idea, hard work, or even good constructive feedback. Collaborative relationships work best when team members feel appreciated and valued. Additionally, it is important to remember that each team member is a part of the team for a reason - they are competent in their area of expertise. Each person has their own way of finishing a task, which may not be the same as how you would complete the task. Remember, there is more than one way to get from point a to point b. Build trust with your teammates by allowing them to complete tasks their way and be sure to provide feedback and support.

The heart of the word “collaboration” is “co” and “labor” – we must always keep this in mind when working with others!

So, how am I doing? Evaluations

Formal evaluations of employee work performance help Linn-Mar and employees build on their strengths and identify those areas that may need improvement to be more effective and efficient in their job.

Because of the active involvement of both the supervisor and the employee in performance evaluations, an important channel of two-way communication is opened. This communication can result in increased cooperation and understanding between supervisors and employees, which in turn can enhance work performance and work environment thus providing success in achieving our goal of a world class education and learning environment for all students.

Certified staff will use the Professional Growth System as a guide for their evaluations. All other staff will utilize position specific evaluations that will be reviewed with them by their supervisor.

Employee Complaints / Concerns

Situations may occur when an employee believes that the fair and consistent application of a district procedure or Board policy affecting him or her has not been followed. In most cases, we expect that the employee will be able to professionally and satisfactorily address such concerns at the lowest level possible - individually, within his or her department or with his or her team. However, when a recent or continuing problem has not been resolved, the district provides a procedure for a fair, rational and efficient resolution of complaints/concerns.

Procedure:

The District's complaint procedure consists of four steps: (1) Step I–Informal Supervisor Resolution, (2) Step II–Formal Supervisor Resolution, (3) Step III–Review by Human Resources, (4) Step IV-Superintendent Review. Each step has its own procedures, as set forth below.

Process:

Step I - Informal Supervisor Resolution

Employees are encouraged to bring any work-related problems to the attention of their supervisor as soon as possible and professionally discuss the concern. Supervisors should meet with the employee in a timely fashion in order to resolve the issue. If an employee is not satisfied with this process, he/she may access the formal complaint/concern procedure.

Step II – Formal Resolution

If informal attempts fail, an employee may file a formal complaint/concern. The complaint/concern must be in writing, signed by the employee, and submitted to the employee's supervisor within 10 working days of the incident causing the complaint/concern, or within 10 working days from the date the employee had reason to know of the incident. The complaint/concern must identify the procedure and/or policy

that is alleged to have been violated, provide details of the facts and outline the remedy sought. Complaints/concerns that do not include these criteria will be rejected.

Within 10 working days from receipt of the written complaint/concern, the supervisor will provide the employee with a written response and forward a copy to Human Resources. A meeting may be scheduled with the employee if deemed appropriate.

Step III - Review by Human Resources

If the complaint/concern is not resolved at Step I or II, the employee may submit a written appeal to HR within 5 working days from receipt of the Step I or II response. The Chief Human Resources Officer or designee will schedule a meeting(s) with the parties involved to be held within 15 working days of the receipt of the written appeal. Human Resources will review the concern/complaint, responses and if necessary investigate further and provide a written decision to the employee within 10 working days from the close of the review and/or meeting. This answer shall be final.

Step IV – Superintendent Review

If an employee's complaint arises from a suspension without pay or discharge and he/she is not satisfied with the Step III result, he/she may appeal in writing to the Superintendent for special review within 5 working days from receipt of the Step III decision.

The Superintendent will review the case and the previous decisions. The Superintendent may schedule a meeting on the complaint/concern at this step if deemed appropriate. The Superintendent will issue a written decision within 10 working days from receipt of the request for special review or the conclusion of the meeting on the complaint/concern, if conducted, whichever is later. The decision is final and binding.

Time Limits

If an employee waits an unreasonable length of time before submitting his or her complaint/concern or proceeding to the next step, the fact-finding process could be difficult. As such, employees will follow the time limits set forth within the complaint/concern procedure. The failure of an employee to act on any complaint/concern within the prescribed time limits will deem the complaint/concern waived and no further appeal will be allowed.

Employee Relations Assistance

Human Resources is available during the informal resolution process. Human Resources can help if the employee is not comfortable approaching his or her supervisor. Human Resources will meet with the employee, the supervisor, or both if appropriate, to help resolve the issue. Human Resources can also help with procedure / policy interpretation, employee and supervisor rights, and the formal complaint/concern procedure.

Representation

An employee can act as his or her own representative in any step of this procedure. If representation is requested, the employee can choose an employee representative who does not have a vested interest in the outcome.

Retaliation Protection

Employees cannot be discriminated against for using this process. If an employee alleges he or she has been retaliated against for exercising rights under this policy, Human Resources will investigate the situation. Linn-Mar does not condone acts of retaliation by a co-worker and/or supervisor against any employee as a result of his or her involvement in this process. Retaliation is unacceptable conduct and a violation of Linn-Mar Board Policy.

This complaint/concern process does NOT apply for complaints of discrimination, equal employment opportunity, bullying/harassment, and sexual harassment. Please follow the reporting procedures that are found in in Board Policies 400.2, 403.13, 403.14.

Discipline / Performance Improvement

Everyone makes mistakes from time to time. It is Linn-Mar's philosophy that learning from mistakes is a valuable experience. However, there may be times that a mistake violates Board policy, state/federal law or work rules and procedures. In these cases, to ensure that all offenses are thoroughly investigated and dealt with, if founded, employees will be counseled and subject to progressive discipline. As we want to give our employees a chance to correct their mistake/behavior when possible and assist them in the process, some cases will require a performance improvement plan (Certified staff will use the Professional Growth System for job performance issues). The success of our employees is what makes Linn-Mar a great place to work and learn and we will do our best to ensure your success!

What if I need to resign?

The Linn-Mar Community School District will ensure that employee terminations are handled in a professional manner with minimal disruption to ongoing work function. There are three types of terminations: voluntary, involuntary, and death.

Voluntary Termination

Voluntary termination of employment occurs when an employee informs their supervisor of their resignation or termination is deemed to have occurred when an employee is absent from work for two consecutive workdays and fails to contact their immediate supervisor (job abandonment).

Classified/Exempt/Non-Exempt employees are expected to provide a minimum of two weeks' notice of their intention to separate from the district in order to allow a reasonable amount of time to transfer on-going workloads. It is expected that written notification will be provided to the employee's immediate supervisor.

Certified staff must receive approval from the Board of Education to be released from their 279 contract.

Human Resources, in conjunction with the immediate supervisor, will coordinate the employee's out-processing. This process includes:

- Returning all company property (keys, ID cards, parking passes, equipment, etc)
- Review of benefits status
- Completion of an exit interview questionnaire

Licensed employees are required to follow *Board Policy 401.7 Licensed Personnel Resignation*. / Classified employees are required to follow *Board Policy 402.4 Classified Personnel Employment/Resignation*

Involuntary Termination

An involuntary termination of employment, to include reductions in force, is a district-initiated dismissal.

Discharge of at-will employees may be for any reason or no reason at all, and discharge of other employees may occur as provided by law. In some cases progressive discipline may be used prior to termination to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct will result in immediate dismissal without prior use of progressive discipline.

Final Pay

An employee who resigns or is discharged will be paid through the last day of work plus any unused/accrued vacation leave, if applicable, and applicable unused paid personal days, minus advances or other agreements the employee may have with the district. Final pay due upon the death of an employee will be paid to the deceased employee's estate.

Employees are not paid for unused sick leave days upon termination of employment.

Building Safety and Security / Visitors/Guests

During the course of work, when District employees visit buildings/schools other than their own they are required to sign in at the office/reception area as a visitor and must either wear their Linn-Mar photo ID badge or a visitor badge. When leaving the building, employees must then sign out and return any visitor badge that was received.

Employee Safety

The Linn-Mar Safety Program focuses on District-wide initiatives and policies to ensure that our employees are provided with the proper tools to have a safe and healthy work environment. This includes appropriate training and equipment as well as learning and consistently modeling safe behaviors. Our employees can be found showing their skills to “walk like a penguin” in the slippery winter months and will never be found standing on a chair or desk to reach high places (Robin Williams from Dead Poets Society need not apply for our teaching positions!). The Safety Program strives to make sure that all employees feel comfortable in the safety of their workspace and feel there is nothing to threaten their quality of life. We want you to leave the workplace in the same shape as when you arrived (sorry, we haven’t figured out how to make that shape better than when you get here – but our wellness team will work on that).

Since we are all responsible for safety, please see below Linn-Mar’s Safety Accountabilities and Responsibilities Board Policy:

403.36 - Safety Accountabilities and Responsibilities

Purpose

To meet the district’s fundamental mission of educating children who live within the corporate boundaries of Linn-Mar Community School District, it is critical that the district promote and provide for the safety and health of all employees. To that purpose, the following defines the safety and health responsibilities for all levels of employees within the district and provides a framework for measuring the risk management performance of all individuals within the district.

Responsibilities

- **Administration:** District administration is responsible for providing a safe and healthful workplace for employees. Administrators, managers, and supervisors will be responsible for administering the Safety Management Program policies and procedures that include the safety and claims management processes to control and minimize costs. Administration, managers, and supervisors will also provide performance evaluation guidelines and establish training materials, as needed, and will monitor to ensure that the guidelines are met.
- **Employees:** Responsibilities include but are not limited to adherence to district safety rules, safe work procedures, bringing unsafe acts and conditions to the attention of administration, and to cooperate with the claims management process.

Superintendent

- Responsibilities:
 - Provide leadership and visible support for the Safety Management Program throughout the district.
 - Commit the necessary resources to maintain and improve the Safety Management Program.
 - Establish controls and accountability systems necessary to assure effective administration of the Safety Management Program.
- Duties:
 - Review annual safety and claims cost performance.
 - Evaluate the effectiveness of the Safety Management Program.
 - Maintain effective and prompt safety and claims management communication through line organization to administration.
 - Assure safety and claims management performance is discussed at regularly scheduled meetings.
- Accountabilities:
 - Annual claims cost meet district goals.
 - Ensure communication of safety topics at professional development and/or staff meetings.

Chief Operating Officer

- Responsibilities:
 - Provide leadership and visible support for the Safety Management Program.
 - Resource for district in implementing and managing the Safety Management Program.
 - Resource for regulatory issues that may affect the district's operation and Safety Management Program.
 - Demonstrate leadership and communication responsibility for all Federal, State, and district policies and regulations on safety procedures and practices.
 - Monitor compliance of Federal, State, and board policies and regulations and administer appropriate notice and discipline.
- Duties:
 - Collaborate with Human Resources to develop annual safety and claims management objectives.
 - Ensure established safety rules and regulations are followed.
 - Enforce alternative safety and claims management procedures or actions to meet risk management goals.
 - Establish acceptable housekeeping standards, defining areas of responsibility for maintenance and inspection.
 - Keep the superintendent informed on regulatory agency regulations (new or revised) that may affect the district's operation.
 - Resource for the organization during regulatory agency visits and/or corresponding with the agency.
 - Member of district Safety Committee.
- Accountabilities:
 - Provide timely advice and/or resources and reports to superintendent to meet the safety management goals.

Human Resources

- Responsibilities:
 - Implement the district Safety Improvement Plan to develop a strong safety attitude and clear understanding of duties and responsibilities for each employee.
 - Maintain adequate controls to assure that the Safety Improvement Plan requirements are met.
 - Support the claims management procedures to meet the district' goals.
- Duties:
 - Set annual safety improvement goals in collaboration with the chief operating officer.
 - Review safety claims management performance for the district and communicate the results to the superintendent.
 - Investigate (or assists in the investigation of) all accidents within the district.
 - Participate in regularly scheduled safety meetings.
 - Communicate safety and health issues to all principals and employees.
 - Analyze problem areas and take corrective actions as needed.
 - Make periodic observation of principals' safety activities and report to Superintendent.
 - Provide alternative duty jobs for persons injured on the job.
 - Direct insurance carrier/consultants loss control and claims services to meet the Districts' risk management goals.
- Accountabilities:
 - Complete necessary safety and health projects.
 - Safety inspection recommendation compliance.
 - OSHA recordable injury and illness rates compare to district goals.
 - Safety contacts with employees to monitor the effectiveness of the program.
 - Ensure safety inspections are completed monthly.
 - Accident investigations are performed completely and in a timely manner.
 - Assist in training employees on safe work procedures and proper protective equipment usage.
 - Cooperate with the claims management process.

Principals/Assistant Principals/School Facilitators

- Responsibilities:
 1. Train assigned employees on safe work procedures and proper protective equipment usage.
 2. Ensure that safe work procedures are followed and proper protective equipment is being used.
 3. Ensure safe conditions of the work environment, including good housekeeping, is maintained.
 4. Maintain equipment in safe working order and notify appropriate personnel if and when repairs are necessary.
- Duties:
 1. Make daily inspections of facility work area and take immediate steps to correct unsafe conditions and work practices.
 2. Ensure that employees follow safe job procedures.
 3. Report on safety activities (including deficiencies) to the next level of administration.
 4. Require each employee to maintain good housekeeping.

5. Require employees to use proper lifting techniques and material handling procedures.
 6. Take necessary action to ensure monthly safety inspections are completed by appropriate staff.
 7. Ensure that proper personal protective equipment is worn and maintained.
 8. Collaborate with Human Resources to conduct safety meetings with employees on a regular basis.
 9. Conduct accident investigations, determine corrective action, and follow up to see that those selected are implemented effectively.
- Accountabilities:
 1. Safety meetings are conducted at times determined by the district.
 2. Safety inspections are completed at times determined by the district.
 3. Investigate all accidents within the department and submit a report in accordance with district procedures.
 4. Follow and enforce safety rules and regulations.

Employees

- Responsibilities:
 - Follow safe work procedures and take an active part in protecting themselves, their fellow employees, and students.
 - Understand the hazards and safety precautions to reduce or eliminate those hazards before undertaking any assignment.
 - Report all unsafe conditions, practices, and behavior to administrator and make suggestions for correction.
 - Report all injuries to their immediate supervisor and obtain first aid or medical help in accordance with district procedures.
 - Participate in the continuous improvement of the district's safety management guidelines.
 - Fully cooperate with the claims management process.
- Duties:
 - Comply with written safety and health rules.
 - Follow approved methods of performing their jobs.
 - Wear and maintain proper personal protective equipment as required.
 - Come to work each day mentally and physically capable to safely perform duties.
 - Report safety hazards, unsafe behaviors by others, and any other safety related questions or concerns to immediate supervisor.
 - Assist in problem solving and safety management guidelines improvement.
 - Maintain good housekeeping throughout their area of influence.
 - Cooperate with the claims management process.

ALICE training (Intruder alert)

The safety of our Linn-Mar students, staff and visitors is our top priority and we take this responsibility very seriously. Our school safety addresses prevention, intervention, preparedness, building security and emergency response. Beginning in 2018, the State of Iowa has mandated schools to add lockdown drills to their list of emergency response drills. Linn-Mar has chosen ALICE (Alert, Lockdown, Inform, Counter, and Evacuate) as their intruder response protocol.

ALICE Training is the #1 active shooter civilian response training for any organization. Linn-Mar Community School District uses ALICE training with students and staff. Linn-Mar has partnered with Marion Police Department to prepare our staff and students. Our district has four staff members certified as ALICE trainers. As with other safety drills (fire and tornado), intruder drills are practiced in our school two times per year.

In order to train our students, our staff need to be prepared as well. With the assistance of Marion PD, Linn County Sheriff, and Marion FD, we provide one active training per year with our staff. This training is to prepare staff as closely as we can to an actual intruder event. Even though we cannot ever practice every situation that might occur, what we are able to provide is a setting for teachers to use ALICE to plan their next steps. Our staff must be prepared to keep our students safe.

Communicable Diseases Board Policy 403.12

District personnel with a communicable disease that is reportable will be allowed to perform their customary employment duties as long as they are able to perform the tasks assigned to them, and as long as their presence does not create a substantial risk of illness transmission to the students or other personnel. The term *reportable disease* shall mean an infectious or contagious disease spread from person-to-person or animal-to-person, or as defined by the State Department of Health.

The health risk to immuno-depressed, district personnel shall be determined by their personal physician. The health risk to others in the school environment from the presence of employees with a reportable disease shall be determined on a case-by-case basis by public health officials.

Since there may be greater risk of transmission of a reportable disease for some people with certain conditions than for other people infected with the same disease the effect upon the education program, the effect upon the person, and other factors deemed relevant by public health officials or the superintendent shall be considered in assessing an employee's continued presence and performance of their customary employment duties. The superintendent, or designee, may require medical evidence that district personnel with reportable diseases are able to perform their assigned duties. District personnel shall notify the superintendent, designee, or school nurse when they learn they have a reportable disease. It shall be the responsibility of the superintendent, or designee, when they have knowledge that a reportable disease is present to notify the State Department of Health. Rumor and hearsay shall be insufficient evidence for the superintendent to act.

Health data of an employee is confidential and it shall not be disseminated. Employee medical records are kept in a file separate from their personnel file.

It shall be the responsibility of the superintendent, or designee, in conjunction with the school nurse to develop administrative regulations stating the procedures for dealing with district personnel with reportable diseases.

Bloodborne Pathogens Board Policy 504.2

Students with a communicable disease will be allowed to attend school provided their presence does not create a substantial risk of illness or transmission to other students or employees. The term “communicable disease” shall mean an infectious or contagious disease spread from person-to-person, animal-to-person, or as defined by law.

Prevention and control of communicable diseases shall be included in the district’s Bloodborne Pathogens Exposure Control Plan. The procedures shall include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees, and recordkeeping. This plan shall be reviewed annually by the school nurse(s) and superintendent or designee.

The health risk to immunosuppressed students shall be determined by their personal physician. The health risk to others in the school district environment from the presence of a student with a communicable disease shall be determined on a case-by-case basis by the student’s personal physician, a physician chosen by the school district, or public health officials.

The parent/legal guardian shall notify the superintendent, designee, or school nurse when the student learns they have a communicable disease. It shall be the responsibility of the superintendent, or designee, when upon investigation the superintendent, designee, or school nurse has knowledge that a reportable, communicable disease is present, to notify the Iowa Department of Public Health via the Linn County Health Department. Health data of a student is confidential and it shall not be disclosed to third parties.

It shall be the responsibility of the superintendent, or designee, in conjunction with the school nurse to develop administrative regulations stating the procedures for dealing with students with a communicable disease.

Substance Free Workplace

The board expects the school district and its employees to remain substance free. No employee will unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance or alcoholic beverage as defined by federal or state law.

“Workplace” includes school district facilities; school district premises; school district vehicles; or non-school property if the employee is at any school-sponsored, school-approved, or school-related activity, event, or function such as fieldtrips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is arrested or cited for a criminal substance offense the employee shall notify their supervisor before reporting to regular duties or within 48 hours of arrest or citation. If an employee is convicted of a violation of any criminal substance offense committed in the workplace the employee will notify their supervisor within five days of the conviction.

Please see Board Policy 403.4 – Substance Free Workplace for more information.

Late Arrival / Early Release Procedures

JOB TITLE	2 HOUR LATE START	2 HOUR EARLY DISMISSAL	NO SCHOOL	OPTIONS
Teachers	2 hours later than regularly scheduled start time	End of students day and necessity for student supervision has ended	Do not report to work	N/A
Ed Assistants, Student Support Associates, Paraprofessionals, Health & Media Assistants	2 hours later than regularly scheduled start time	2 hours before regularly scheduled end time	Do not report to work	With supervisor approval, may arrive earlier or depart later if conditions safely allow
O&M and Transportation Secretaries	Regular start time	Regular end time or as conditions safely allow	Report to work unless all offices are closed	Work or use applicable leave time
Building, Guidance and Attendance Secretaries	2 hours later than regularly scheduled start time	2 hours before regularly scheduled end time	Do not report to work	With supervisor approval, may arrive earlier or depart later if conditions safely allow
Custodians	Regular start time	Regular end time or as conditions safely allow	Report to work unless all offices are closed	Work or use applicable leave time. May take unpaid time if District shutdown.
Part-time Nutrition Services	Varies-follow supervisor's instructions	Clock out when work is complete	Do not report to work	May take unpaid time or make up hours that week with supervisor approval
Transportation	2 hours later than regularly scheduled start time	2 hours before regularly scheduled end time	Do not report to work	N/A
Non-Exempt Office Staff	Regular start time	Dismissal at discretion of Superintendent	Report to work unless all offices are closed	With supervisor approval may work, use applicable leave time, take unpaid time or use make up time

AT ALL TIMES, THE SAFETY OF THE EMPLOYEES WILL BE THE FIRST CONSIDERATION FOR BEING AT THEIR ASSIGNED WORK STATION.

All delays, cancellations and early dismissals will be communicated on:

TV: KCRG, KGAN, and KWWL

Radio: WMT KMRY KKRQ KFXA KHAK KZIA KCCK

District: www.linnmar.k12.ia.us (an alert will be visible on the website)

Textwire – emergency text notification service (It is recommended that you sign up for district and school-specific alerts).

Mandatory Reporter

Board Policy - 401.15 - Child Abuse Reporting by Licensed Personnel

All licensed personnel, nurses, teachers, coaches, and para-educators are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter shall make an oral report of the suspected child abuse to the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse, or submit evidence they've taken the course within the previous five years. The course will be re-taken at least every five years.

Staff and Student Safety during Student Behavior

As we all know, students can have a bad day and may display unsafe behavior. Chapter 103 is the Iowa Administrative Rule covering student protections around corporal punishment, seclusion, and restraint. Corporal Punishment is banned in the state of Iowa. No employee of a public school in Iowa is able to utilize corporal punishment on a student.

All school employees, before using physical restraint or physical confinement, must receive adequate and periodic training. At Linn-Mar, we have chosen to provide de-escalation strategies for all staff in handling student behavior. Administrators and teachers more directly involved with seclusion and restraint will be required to take the AEA PD Online course titled: Overview of State Requirements Regarding Seclusion and Restraint: Chapter 103. This class will need to be renewed every 3 years. Any staff member who may need to utilize seclusion or restraint will also be trained in Crisis Prevention Institute (CPI).

Getting students from point A to point B - Transporting of Students by Employees

If a coach, teacher or staff member are permitted to drive a school vehicle for trips in the absence of a regular driver, all such staff members to drive school vehicles used to transport students must be qualified through training, license verification, and motor vehicle record checks.

If an employee has his/her license suspended, revoked, canceled, or is disqualified from driving, the employee must notify the employer by the end of the next business day following the employee's notice of the action against his license. The employer may no longer use the employee for driving purposes.

Drivers with more than one moving violation within the past two years will not be authorized to drive students. Drivers must go directly from the point of departure to the point of destination.

Each vehicle must have a pre and post trip inspection completed prior to and after each trip of the day and kept in the vehicle that day.

How to find important employee information – and what if I'm called for jury duty? iVisions and the Linn-Mar Intranet

Linn-Mar employees have access to an online employee portal called iVisions. This site is where you can find important information about the district including your paycheck stubs, W-2's, **time off requests (for certified staff)**, health insurance and other benefits information, business procedures, staff directory and so much more! You can get to the portal through the Linn-Mar website/Students & Staff/iVisions. If you have trouble logging in or have questions, please contact Casey Fasselius (x3009) in Human Resources.

Linn-Mar also has an "intranet" site where you can find information regarding certified teacher course approval forms (a.k.a. lane change forms), our jury duty policy, mileage reimbursement, how to create a webpage and how to reserve a Linn-Mar facility.

When Classified Staff needs time off

If you need to request time off, please use the TimeClock+ system. Please see your assigned addendum for specific timelines, etc.

The District grants several types of leave to ensure a work/life balance. However, if an employee is consistently late or exhausts their leave banks, the District will implement the attendance procedures below:

1. Absence

A. *Excused Absence* occurs when all of the following conditions are met:

- The employee provides advance notice (per negotiated agreement language) of absence to his or her supervisor.
- The reason for the absence is found acceptable by his or her supervisor.
- Such absence request is approved by his or her supervisor.
- The employee has available and relevant leave time to cover such absence.

Employees must utilize all available and relevant leave time for every absence (regardless of the amount of leave time) unless otherwise allowed by District policies and/or procedures (e.g. General Leave of Absence, Extended Leave, FMLA, Make-up time, etc.)

B. *Unexcused Absence* occurs when one or more of the four conditions in (1) (A) are not met.

If it is necessary for an employee to be absent from work because of illness or an emergency, the employee must notify his or her supervisor no later than 30 minutes before* the employee's scheduled starting time on the same day.

**The only exception will be if the supervisor determines that the illness or emergency actually started less than 30 minutes before the employee's scheduled starting time on the same day.*

Progressive Discipline for Unexcused Absences (which includes all unpaid absences) for scheduled work time**

1 scheduled work day	Verbal Counseling (in writing)
2 scheduled work days	Verbal Warning (in writing)
3 scheduled work days	Written Warning
4 scheduled work days	Subject to termination

** If an employee who is not eligible for leave under the FMLA has an immediate family member with a serious illness or injury requiring a leave of absence, the District may, with satisfactory written medical evidence, provide a leave.

2. Tardiness and Early Departures

The District must be open and ready to provide services to students before, during and many times after the school day. Therefore, employees are expected to report to work on time as well as stay until the end of their scheduled work day.

If an employee is unable to report to work as scheduled and the employee is unable to provide advance notice as required under paragraph 1, the employee should notify his or her supervisor no later than 30 minutes after the employee's regular starting time. This notification does not excuse the tardiness but serves as notification to the employee's supervisor of the absence.

Tardiness is defined as clocking in or being at the employee's regular workstation at least 5 minutes past the scheduled starting time. Employees should not assume that being 1-5 minutes late permits them to be late. Habitual tardiness, including 1-5 minutes past starting time will be subject to progressive discipline.

Early departure is when an employee leaves before the scheduled end of his or her shift.

On a case by case "exceptional" basis with prior approval by the manager an employee who is tardy or who must take an early departure may utilize make up time (see **Make-Up Time Procedure*****).

Arrival and departure times will be determined by the time on the District time recording system.

Progressive Discipline for Tardiness / Early Departure for scheduled work time

First Instance	Verbal Warning (in writing)
Second Instance	Written Warning
Third Instance	Final Written Warning
Fourth Instance	Subject to Termination

Progressive Discipline for combined Unexcused Absence, Tardiness and Early Departure:

Administration will use discretion in Progressive Discipline procedure in instances of combined Unexcused Absences and Tardiness Instances.

3. No Call / No Show

Not reporting to work and not calling to report the absence within 30 minutes after the employee's regular starting time is defined as a no call / no show and seriously disrupts District operations. **Any no call / no show lasting two consecutive days is considered job abandonment and will result in immediate termination of employment.**

If an employee is already in the progressive discipline process for attendance / punctuality when a no call / no show occurs, the disciplinary process may be accelerated to the final step.

Progressive Discipline for No Call / No Shows that are not two consecutive days

No Call / No Show (one day / first instance)	Final Written Warning
No Call / No Show (one day / second instance)	Subject to Termination

If the second instance of No Call / No Show is consecutive to the first instance, employee will be subject to termination.

4. Pertinent Information

Administration reserves the right to use discretion in applying this procedure under special, extenuating, rare or unique situations including circumstances involving immediate family (ex. weddings, significant school events and significant milestones) as approved by the Chief Human Resources Officer or designee.

Employees who have established a pattern of absences, tardiness or early departures (e.g. consistently having several unexcused absences or routine absences on the same day every week, Mondays and/or Fridays, absent the same time each year, etc.), despite having sufficient and applicable leave, may be subject to progressive discipline which is more severe than that outlined if he or she continues to incur additional unexcused absences, tardiness and early departures.

5. In the event any provision of these procedures conflicts with the requirements of the Family and Medical Leave Act (FMLA), the FMLA will take precedence over these procedures.

The District reserves the right to amend or discontinue these procedures at any time without notice.

*** MAKE UP TIME PROCEDURE

PURPOSE:

To provide a consistent and equitable practice of approving make-up time throughout the Linn-Mar Community School District.

PROCEDURE:

Beginning July 1, 2006, if an employee must miss work in increments larger than 30 minutes, all applicable paid leave time such as personal illness, family illness, personal days, and vacation days must be utilized prior to approving the use of make-up time.

Make-up time may only be approved per an employee's immediate supervisor on a case by case "exceptional" basis if an employee must miss work in an increment of less than 30 minutes.

EXCEPTIONS:

Emergency Closings / Inclement Weather

DRAFT

District technology and uses

My computer could be more encouraging. You know, instead of "invalid password", why not something like, "Ooooh, you're so close!"?



Technology is used in the district to accomplish specific tasks and has no doubt changed the way we all work. Technology like computers, tablets, social networks, websites, educational software, management applications, and so much more have removed boundaries and they have also facilitated in the movement of information within the district which accelerates quick communication and decision making.

Using technology at Linn-Mar has many advantages such as:

1. Improving communication:

Within the district we are using various business and education communication technologies to change the way our employees interact and communicate while at work. For example, employees from different schools, departments or areas can use e-mail, OneNote, OneDrive, etc. to quickly share and exchange information. Virtual communication tools can also be used to share screens and can be used to support group decision making.

2. Encouraging Innovation and Creativity:

Employees can use different business and education technologies to create innovative ideas which can be used in teams, departments or individual classrooms. Employees can also use approved internet technology to innovate ways of promoting student engagement and learning.

3. Saving Time:

Technology can be used to automate various tasks at the district that increase efficiency and production at work. Using databases such as Powerschool, Seesaw, iVisions, etc. to capture and store information can facilitate quick decision making and increase the speed of communication with staff, parents and students. Use of internal networks at the workplace can help in sharing of gadgets like printers and scanners, so employees do not have to move to different departments to share technological tools.

4. Mobility:

The use of internet and computers to work has eliminated space and time boundaries. Employees can work from anywhere at any time. This mobility ensures that employees can be as efficient as possible even if they are not in their own classroom, department or desk.

Using technology at Linn-Mar has many challenges as well:

1. Distraction:

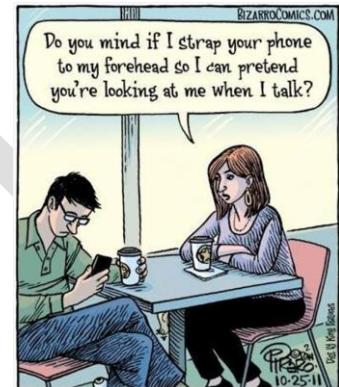
There are so many ways technology can distract us while we are at work. The use of social networks, texting, etc. at work can cause distraction and can affect the productivity of employees as well as student learning.

2. Workplace Relationships:

Employees communicate via cell phones, text messages, email or sometimes virtual video conferencing tools. This type of communication technology eliminates face-to-face communication. We want to stress the importance of interpersonal communications as they are important in building workplace relationships.

3. Risk:

Though we all like the advantages that come with technology at work, it also tends to be risky, especially when it comes to data security. All employees in decision making positions will need access to private district and student information; this can pose as a threat, because it can be very difficult to monitor the usage and privacy of this information.



Awesome – a new computer!!!!

We all tend to take our work computers home to get just a little more work done. It's important to remember the Linn-Mar computer that was issued to you is for work use only. As Linn-Mar is a public employer, we are held accountable for our employees' use of our technology. Please refrain from using your computer to run your personal business, download unapproved content, play games (you or your kiddos) or use it as a Frisbee.

To help distinguish personal use from work use and your responsibilities, below are the **TOP TEN TECHNOLOGY** guidelines regarding the use of district equipment that you are issued:

1. Users should have no expectation of privacy of their communications, messages, and files made, transmitted, received, or stored on or through district provided computer resources. Even when computer resources may be password-protected, there is no special confidentiality or privacy on communications, messages or files.
2. Network administrators may review user files, messages or other communications and, if misuse of the computer resources is discovered, recorded or otherwise, use them as a basis for disciplinary action, up to and including termination, or use them as evidence in litigation. Misuse of district provided computer resources may also result in prosecution under applicable federal and state laws and/or required reimbursement to the district for damages.

3. All data contained within district systems is the property of the district. Employees and students are expected to use their Linn-Mar accounts when communicating with one another regarding Linn-Mar assignments, activities, etc.
4. Each user is responsible for backing up his or her files.
5. Users are responsible for understanding security guidelines and maintaining the security of the systems they are using. Please note that users are responsible for information system activity conducted under their username and password.
6. Under no circumstances should a user ever tell or give out his or her password or allow anyone else to use your account.
7. Do not transmit personal information through email or non-secure websites.
8. Respect all copyrights. Do not steal music videos, software, or ideas.
9. Be civil and professional. No material containing offensive, profane, rude, inflammatory, threatening, violent, sexually explicit, harassing, abusive or impolite language or images is to be created, viewed or accessed.
10. All devices, computers, tablets, etc. are the property of the district and must be returned or surrendered when requested by Administration.

Easy, right? Go forth and enjoy your shiny Linn-Mar computer!!

Staff Meetings

We know everyone is very busy. However, holding regularly scheduled staff meetings with employees greatly enhances the communication efforts that make up the foundation of Linn-Mar's success. Since employees spend a great deal of their lives at work, it is important that everyone be an active part of the success of the district as it meets its strategic goals. Staff meetings allow employees to be "in the know" about what is happening in the district as well as be a part of the decision making process as they communicate their unique insights, professional opinions and ideas in a structured environment. Mandatory attendance ensures we have everyone's voice to contribute to our success.

Professional Learning Communities – together we can ensure ALL students succeed!

Linn-Mar has fully committed to the Professional Learning Community (PLC) process to establish a school wide culture that develops teacher leadership explicitly focused on building and sustaining school improvement efforts. Generally, PLCs are composed of teachers, although administrators and support staff routinely participate. Through participation in PLCs, teachers enhance their leadership capacity while they work as members of ongoing, high-performing, collaborative teams that focus on improving student learning. PLCs work to answer the following four questions:

1. What do we expect students to learn?
2. How will we know if they learn it?
3. How do we respond when students experience difficulty in learning?
4. How do we respond when students do learn?

The expectation of PLCs is that this collaborative effort will produce ongoing improvement in student achievement. At Linn-Mar, PLCs typically meet on a weekly basis.

Putting more tools in your toolbox – Professional Development

At Linn-Mar, student success is very important. A way to help ensure student success, is through qualified, prepared, and motivated staff. Linn-Mar is dedicated to a strong level of professional development. Professional development is directed at each level of education, as well as position and department specific training.

Teachers – Professional development is offered for all levels including pre-school, elementary, middle, and high school as well as targeted development for Student Support Teachers. There are a variety of ways that professional development is delivered.

At the district level there are full days dedicated to K-12 staff development. These days offer the opportunity for district-wide initiatives to be presented and cultivated and provide opportunities for staff from different levels time to collaborate.

In addition to the full district level professional development days, all certified staff have the opportunity to attend district workshops. These workshops take place outside of the teaching day and are taught by Linn-Mar staff. Certified staff are allowed to choose the workshops they attend and are compensated for their time through Teacher Quality funding.

At the building level, professional development can happen individually, or in small groups, with the use of building Teacher Quality funding. Teachers may collaborate with others, or attend a conference, in which they share their new learning with others.

Linn-Mar also has a very active teacher leadership program. This allows for in-the-moment professional development. Instructional and technology coaches are assigned to each building, to assist staff in a variety of ways. This allows for in-classroom professional development on the topics the staff choose, at the time they choose. Linn-Mar has a very well rounded staff development program.

Classified Staff – Professional development is offered for all categories of staff. Associates and Paraprofessionals are offered development up to five days per school year. Trainings for associates include job specific modules and also other opportunities for learning such as collaboration and school specific topics. Service employees are also provided job specific training as well as other opportunities for growth as directed by their supervisors.

The success of each student is important, so is the success of each staff member that interacts with students both directly and indirectly at Linn-Mar.

Teacher Leadership

In 2014 Linn-Mar was one of the first schools in Iowa selected to participate in the Teacher Leadership program. The Teacher Leadership Program is in place to simultaneously help teachers grow to their full potential as a teacher while also helping each school successfully achieve their goal of student success. Teacher Leadership is an opportunity for teachers to help their colleagues by sharing instructional resources, areas of expertise, and effective teaching strategies in a variety of roles in and out of the classroom setting.

Teacher Leadership positions are available in out of the classroom positions such as Program Coordinator, Instructional Coaches, Technology Integration Coaches, or Mentor Coaches. Teachers can also participate in the program while maintaining their full time teaching position. These stipend positions include model teachers, curriculum facilitators, PLC facilitator, team/program leaders, or course development facilitators.

The goals of the Teacher Leadership Program are:

- Attract and retain new teachers by providing ongoing professional development, classroom support, and a comprehensive mentoring program for first and second year teachers.
- Increase opportunities for collaboration between teachers.
- Increase professional development and leadership opportunities for staff.
- Improve instruction to increase student performance and achievement.

More information on the Teacher Leadership Program can be found on the Linn-Mar website.

Substitutes / What to do when you are not at work

Everyone has to miss work at some point, but student learning must continue in your absence. It is the essential responsibility of each school building to ensure that students are receiving an appropriate education in the absence of a Certified Teacher / Educational Associates / Paraprofessional.

Certified Teachers, Educational Associates and Paraprofessionals are responsible for entering their absence information into Sub Central and following Sub Central procedures. If you or your building prefers or has pre-arranged a specific substitute, please specify that person in Sub Central.

In addition to ensuring there is a substitute to cover your absence, it is also imperative that teachers leave clear and concise lesson plans so the substitute teacher is able to carry on learning for your students while you are away. It is also helpful to have seating charts, student notes, etc. available so there are few if any classroom management issues for the substitute teacher.

New hires should register at <https://subcentral.gwaea.org/subcentral/>. Current employees can change profile information by visiting this site.

Click on "Registration System" under the Employee box. Then click "Add New Profile" in the Paraprofessionals box or "Update Existing Profile" if you are already a registered employee.

To report an absence or review assignments, log on to the Assignment System at <https://subcentral.gwaea.org/subcentral/> or call 319-449-3079.

What if I'm hurt at work?

Unfortunately, there can be incidents at work that may result in an injury or illness. Any absence due to injury or illness incurred in the course of your employment is covered by Worker's Compensation. If you do get hurt, you must report the injury to your direct supervisor as soon as possible so a Work Injury Report can be completed. When medical treatment is needed immediately, the Work Injury Report can be completed afterwards but should be returned to your supervisor within no more than 48 hours of the injury unless there are extreme circumstances.

If you need medical treatment due to a work injury, you should utilize the authorized medical centers listed on the cover sheet of the Work Injury Report. Most injuries can be treated at Mercy Occupational Health at 5264 Council Street in Cedar Rapids. Mercy Urgent Care, also at 5264 Council St., is a treatment center that can be used in the event that the Occupational Health center is closed or operating at capacity. In the case of very serious injuries or if immediate treatment is needed when Mercy Occupational Health or Mercy Urgent Center is closed, treatment at the Mercy Emergency Room in Cedar Rapids is an option.

Let's cheer on our peers! (Recognition / LIONS awards)

Linn-Mar's Recognition and Awards Program serves to highlight the excellence that exists in all areas including service and job functions across the school district by rewarding the accomplishments and achievements of our staff, community partners, and colleagues. Linn-Mar chooses to recognize and reward work and behaviors that support/further the mission, goals, values and initiatives of the Linn-Mar Community School District. Nomination forms for LIONS Awards are available in February and winners are announced in April.

All nominees are invited to attend Linn-Mar's LIONS/Volunteer Recognition Open House where the award winners receive a plaque and recognition from the district.

Award winners are selected based on the criteria established for each category. The six awards for which an employee may be nominated are listed below:

L – Living Legend Award for Excellence in Leadership

I – Innovator Award for Excellence in Positive Change

O – Optimizer Award for Excellence in Teamwork

N – Newcomer Award for Excellence in New Ideas

S – Service Award for Excellence in Superior Performance

Lion Pride Award – Going the Extra Mile

Shirley Pantini Equity Award

If you would like to nominate someone for a LIONS or Shirley Pantini Award, watch for nomination information on the website in February!

I need help! Volunteers / Community Relations

Need help? Ask a volunteer! Each school typically has a volunteer coordinator that coordinates the volunteer base at their assigned school. These coordinators have their own Linn-Mar email account - the address never changes even when the coordinators do.

Typically requests go directly to your school volunteer coordinator, who might be introduced at a staff meeting or they may just stop in and introduce themselves. Coordinators work from a list of vetted volunteers that become "active" after having an orientation to the program, a photo taken and a background search done prior to being provided to our teaching staff.

In addition to building volunteer coordinators, staff may always contact the Community Services Coordinator, Karla Terry (x3110) with any questions.

So, how can you use volunteers? Glad you asked! The district has volunteers that work with students on learning games, reading, enrichment, literature and math. Our

volunteers also place guest readers for our America Reads program, assist with the Encourage A Reader program (weekly commitment of 15-20 minutes with the same volunteer), provide art room support, hang work, spelling help, small group assistance as well as assist with projects and prepare supplies.

The district also has volunteers that play the piano for our chorus groups, tutor math at the high school, support robotics and Lego league, volunteer and assist with special events like Invention Convention, pig heart dissection, States Project, as well as interpret for both students and parents.

In addition, volunteers work in our Media Centers and are often involved with PTO. They also help sew at the middle schools with students, assist with activity nights, support school dances and help with registration.

Please contact your building secretary to find out the volunteer coordinator in your building.

How can I let the world know about all of the amazing stories that are going on in my school / classroom / department?

From student and staff success stories, to programs, academics and extra-curricular stories there are lot of great things happening throughout Linn-Mar each and every day! We encourage you to share your stories, photographs or story ideas with Matthew May, Communications Coordinator at mmay@linnmar.k12.ia.us, directly by phone (x3005) or info@linnmar.k12.ia.us. The more information you provide, the better we are able to publicize the information provided through the district website, Linn-Mar TV (LMTV), social or local media.

If you have questions regarding the district's website, media inquiries, use of district logos or King mascot, please contact Matthew May at x3005 or mmay@linnmar.k12.ia.us.



This is King!
(The furry lion in the middle)



Social Media

Where would we be without social media? It has us networking and connecting like never before. As employees, we need to conduct ourselves in such a way that our educational or personal use of social media does not adversely affect our status with the district.

As a district employee, electronic social networking sites shall be used in accordance with board policies on bullying, harassment, work requirements, and conduct for the purpose for promoting learning and associated communication. Use of social media that violates those policies or used for purposes other than learning and associated communication will be subject to the disciplinary process.

Employees cannot post confidential or proprietary information including photographic images about the district, its employees, students, agents or others on any external website without consent of the superintendent or designee. Employees cannot use district logos, images, iconography, etc. on external websites.

Lastly, please carefully consider the pros and cons, potential difficulties, and additional responsibilities that may be involved if you accept current students as “friends” or “follow” them on social media as well as if a particular posting on social media puts your professional reputation and effectiveness as a district employee at risk.

Taking photographs with your cell phone

Although it's fun to take pictures of your students and all of the great things they are doing, please be aware that you should never use any type of photographic feature on your cell phone to take pictures on school premises, while conducting school business, or at school sponsored functions without receiving written permission from administration; unless the photographs are to be used to document: conduct that is violation of board policy, damage to district property, an accident on district property or involving district vehicles, for the use of identifying equipment for work documentation or repair information, or to document public activities or events honoring employees, students or the District.

Creating your District web page

Your District web page is a great way to communicate with students and parents. You can set up assignment and event pages, create a blog and even a photo gallery.

To set up your district web page, visit the Communications and Media Department's web page.

If you plan to use photographs of your students, please contact Matthew May, Communications Coordinator at x3005 to ensure parents have given permission for the student to be photographed.

Business Procedures

There are so many things that go on behind the scenes when it comes to running a district. Many of these things are accomplished through the Business Office. They have the privilege of answering to auditors as to how we spend our taxpayers' money. This is no easy feat and we ask for your help in making sure you follow established business procedures to ensure our business staff can sleep at night! Please see below many of the most common procedures that pertain to your employment.

What about when I travel?

It's fun to get to see new and different places and ideas when it comes to ensuring student success. That's why we have Travel Expense/Reimbursement Guidelines:

1. Please ensure that any travel is approved in advance by your supervisor. District issued pcards (procurement cards) should be used for travel expenses whenever possible. Detailed receipts are required for all purchases (so, not just the total, we need to see what you purchased). See your supervisor for more information on how to obtain a pcard for your travel.
2. If you are requesting mileage reimbursement, trips must be logged including date, start location, end location and miles traveled. The request should be entered into the mileage reimbursement system on the intranet or IVisions portal within 30 days of travel.
3. If you plan to stay overnight and more than one employee is going, hotel rooms should be shared whenever possible. If you wish to have a single room, you may be responsible for reimbursing the District the difference between a single and double room.
4. If you are planning to eat and the meal is not covered by the conference you are attending, meal allowance is \$40/day **including tip**. Up to 20% tip is allowed.
5. If you request reimbursement, use the Petty Cash Reimbursement form if the expense is \$25 or under and the Expense Reimbursement form if the expense is over \$25. Please note that reimbursements are allowed on a very limited basis and should have prior approval. Itemized receipts must be submitted for any reimbursement.
6. **Keep your receipts!**

For more information about travel and reimbursement guidelines please see board policies 803.10 and 803.10R.

What if I need to purchase something?

There are two ways to purchase items - a purchase order and/or through a procurement card. Be sure to get approval from the appropriate party prior to purchasing items for your school/department! A good rule of thumb is to remember that you are spending public funds and we all have a fiduciary responsibility to spend the taxpayers' money wisely and appropriately.

Purchase Orders

1. All authorized district purchases are made on District purchase orders per Board Policy 803.1. Any purchase made directly between an employee and vendor without a purchase order is considered to be a personal transaction between the vendor and employee. The district is not responsible for these purchases.
2. Purchase requests are entered into the Infinite Visions system
 - a. All vendors must be set up in the IVisions system and a W-9 must be on file prior to purchase. Contact accounts payable (Sandy Clabough x3010) if a vendor is not in the system.
 - b. After a requisition is entered, it goes through an approval process.
 - c. After the appropriate approvals, the building/department secretary will be notified and may then print the purchase order.
 - d. The building/department is then responsible for submitting the purchase order to the vendor by mail or fax.
 - e. The building/department is responsible for any duplicate orders.
 - f. No orders should be placed until AFTER a Purchase Order is created.
3. All items should be shipped to the appropriate building and all bills should be sent to the Business Office.
 - a. When ordering online, be sure to check the shipping address.
 - b. Packing slip is verified by the purchaser and given to the Bookkeeper/Secretary to “receive” items into IVisions. Discrepancies should be noted in the system.
 - c. Vendor statement should be sent to the Business Office. A paper copy is kept until the fiscal year audit is complete.
 - d. All contracts, quotes, receipts, bills and packing slips should be scanned into the IVisions system at the building level whenever possible.
4. Purchases made without a purchase order are discouraged and not the responsibility of the district. In the event the principal/supervisor approves reimbursement to an employee for a purchase, NO SALES TAX will be paid. (This does not apply to travel expense reimbursements.)

Procurement Card

1. Employees that check out a building or department procurement card (pCard) must immediately return the p-Card and receipts to the card custodian after use.
2. The school principal/department supervisor and the cardholder are accountable and responsible for the Procurement Card Program within their respective building/department.
3. Department and building cards should be checked out and returned after use. Building secretaries and Department secretaries will keep the department/building cards secure and will keep a log of all activity showing date, time, person that checked it out, reason for checking it out, and date/time of card return.

4. Blue cards should accompany the card when checked out. These cards have tips for use, sales tax exempt information and our Federal ID.
5. All building, department, and individual p-Cards must be stored in a secure area.
6. The p-Card may only be used by the individual whose name appears on the card or the individual who has checked out the building/department card. Never lend your p-Card to someone else or allow someone to give your card number to make a purchase.
7. Detailed receipts should be turned in with the card. Once the statement is received, the statement amount and all detail should be entered into IVisions and scanned.
8. The District does not pay state sales and local option taxes except in some cases of meals or hotel. If tax is charged on a purchase, the purchaser is responsible for paying the tax or obtaining a refund.
9. P-Cards may not be used for the following: personal uses, cash advances, money orders, gift cards, narcotics, dangerous drugs, firearms, alcohol, explosives, professional services, fixed assets, salaries/wages/benefits, cell phones/pagers, etc.
10. The p-card may be used for current year expenses only-no prepaids are allowed for the next fiscal year. Contact p-card administrator (x3673) with questions regarding specific situations.
11. For local purchases, keep a copy of the charge slip, itemized sales receipt, and/or any other information related to the purchase(s). When ordering on-line, print the final confirmation page for documentation.
12. Never fax a copy of your card or number unless you are absolutely sure the recipient will be receiving this information directly.
13. All invoices/charges should be billed to the Linn-Mar Community School District and not the District employee.
14. All District and building purchasing policies and procedures must be followed when utilizing the Procurement Card Program.
15. When using p-card for meals or lodging, ask for itemized receipts. You will be required to reimburse the District for any charges that are missing itemized receipts.
16. Lost or stolen cards should be reported immediately to the Business Manager, at 319-730-3673, the school Principal/department supervisor, and MasterCard 1-800-263-2263.

17. The Procurement Card Administrator is responsible for the administration and monitoring of the Procurement Card Program within the District.

18. Individual cards will be surrendered to the Procurement Card Administrator in the event of transfer or separation from the District

If you aren't sure if you are to use a purchase order or use the procurement card, please check with your supervisor and/or the building/department secretary. Remember, keep all receipts!

Other important Business Procedures:

All procedures can be found in the **Business Procedures Manual** found on the iVisions employee portal: *Business Resources/Procedures/Business Procedure Manual*

Topics include:

Technology purchases, Grant requirements, Cash deposits and Petty cash funds, Iowa Gift laws, and several other items that may be pertinent to your position.

DRAFT

Benefits / Insurance

Employee Wellbeing

Linn-Mar's wellness program strives to encourage, promote and achieve healthier lifestyles. Our mission is to develop and continue support of physical, social, emotional, intellectual, and financial well-being of staff in the district. The wellness committee, comprised of employee representatives, meets on a regular basis to coordinate various wellness initiatives throughout the year. All employees are encouraged to support and participate in the wellness program. We are always looking for committee members – contact Heather Jordan in Human Resources (x3004) with questions and/or if you would like to participate on the wellness committee!

Employee Assistance Program

We realize that there are times in everyone's life when we might need a little extra support. Linn-Mar offers an Employee Assistance Program (EAP) to all employees and their immediate family members. The EAP is a confidential resource and counseling service intended to assist with concerns or questions relating to family, financial, legal, substance abuse, relationship, emotional and psychological areas. The EAP also offers a wealth of knowledge and information on their website including webinars, chat sessions and resources. Information on this free benefit can be found on the iVisions website or by calling Cathy Gauger in Human Resources (x3011).

Federal/State Leaves of Absence

Family and Medical Leave Act (FMLA) Leave

Employees qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave with continuation of benefits. Employees must apply for FMLA leave through the Human Resources Department. FMLA leave may be granted for the birth, adoption, or foster care placement of a child, or for the serious health condition or life threatening illness of the employee or his/her immediate family member for whom the employee is the primary care provider or to deal with qualifying exigencies related to a call to active duty of family members of National Guard and Reserves.

To be eligible for FMLA leave, an employee must have worked at least 1,250 hours in the last 12 months. An employee requesting FMLA leave must provide appropriate documentation for the situation in question.

Military Leave

Leaves of absences for the performance of duty with the United States Armed Forces or with a reserve component or the National Guard shall be granted in accordance with the Code of Iowa.

Core Benefits*

*More specific information related to benefits can be found in the addendums for each employee group.

The following benefits are available to eligible employees:

- Major medical coverages
 - Health Insurance
 - Teladoc
 - Dental Insurance
 - Vision Insurance
 - Health Care Flexible Spending Account
 - Dependent Care Flexible Spending Account
- Income protection
 - Life Insurance
 - Long Term Disability Insurance
- Retirement plans
 - IPERS
 - 403(b) Retirement Plan

Major Medical Coverages

Health Insurance

A comprehensive major medical program is offered by the District. Linn-Mar offers eligible employees a choice of 4 health plans which are administered by Wellmark. The plans include a choice of two PPO plans and two HMO plans. All four plans include four tiers of coverage: employee, employee plus spouse, employee plus children, or family. All four plans include pharmacy benefits as part of the coverage. The District makes a contribution per month to employees to assist with premium payments (please see the addendum relevant to your employee group). Specific plan information is available on the iVisions portal or by contacting Cathy Gauger, Benefits Specialist, x3011.

Teladoc

Employees enrolled in Linn-Mar's medical coverage are given free access to telemedicine services through Teladoc. Employees and their covered family members can set up a Teladoc account and use the services 24 hours a day and 365 days a year. The medical consultations are **free of charge** so employees can save money and time when using Teladoc. For information on how to enroll please contact Casey Fasselius, HR Assistant, x3009

Dental Plan

Each qualifying employee will be offered dental insurance through Delta Dental of Iowa. The Linn-Mar plan features free preventative care for covered members and a \$1000 braces benefit to dependents under age 19. Family dental insurance is available at the employee's cost. Employees may enroll in either a single plan or a family policy depending on their needs.

Vision Insurance

The District offers a vision plan to all qualifying employees and their immediate families. Vision coverage is offered through Eyemed and offers employees substantial cost savings on eye exams, glasses and contact lenses over retail costs. Employees can purchase either a single policy or family policy depending on their needs. The vision plan is voluntary and available at the employee's expense. Detailed plan information is available on the iVisions portal or by contacting Cathy Gauger, Benefits Specialist, x3011.

Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account is a benefit which allows daycare expenses to be paid using pre-tax dollars. Up to \$5000 annually can be set aside to pay for day care and other qualified expenses for your preschool children, after-school care for older children, and care for elderly parents or other disabled dependent with pre-tax payroll deductions. Detailed information about dependent care flex spending accounts is available on the iVisions portal or by contacting Cathy Gauger, Benefits Specialist, x3011.

Healthcare Flexible Spending Account

The Healthcare Flexible Spending Account is a benefit which allows up to \$2600 of out-of-pocket medical, dental, and vision expenses to be paid using pre-tax dollars. This account can be used for the expenses of the employee as well as their eligible dependents. Examples of expenses eligible for reimbursement include co-payments for office visits, prescriptions, and eye glasses. More information on healthcare flex spending accounts is available on the iVisions portal or by contacting Cathy Gauger, Benefits Specialist, x3011.

Making Changes To Your Coverage

Once you have enrolled or declined coverage as a new hire, changes to coverage can be made during benefits open enrollment every spring. Linn-Mar offers open enrollment for health insurance benefits every year between the months of April and May. Examples of changes to coverage include adding or dropping dependents, changing plans, adding coverage, etc. Any changes you make during open enrollment go into effect at the beginning of the new plan year, which is July 1.

If you would like to make changes to your coverage outside of the open enrollment timeframe, you must have a qualifying event in order to do so. Qualifying events are officially defined by the IRS and include but are not limited to situations like birth of child, death, marriage, spouse's loss of group insurance coverage. Changes to coverage must be made within 30 days of the actual event. If you have questions on qualifying events you can call Cathy Gauger, Benefits Specialist, x3011.



2018-2019 MONTHLY INSURANCE RATES

MEDICAL	2018-2019
PPO PREMIER	
SINGLE	\$568
EE/SPOUSE	\$1,158
EE/CHILDREN	\$1,077
FAMILY	\$1,736
PPO CHOICE	
SINGLE	\$516
EE/SPOUSE	\$1,055
EE/CHILDREN	\$980
FAMILY	\$1,579
HMO ESSENTIAL	
SINGLE	\$421
EE/SPOUSE	\$859
EE/CHILDREN	\$799
FAMILY	\$1,288
HMO BASIC	
SINGLE	\$315
EE/SPOUSE	\$643
EE/CHILDREN	\$598
FAMILY	\$963

DENTAL	2018-2019
Employee Only	\$38.95
Family	\$85.41

VISION	2018-2019
Employee Only	\$6.00
Family	\$15.32

Please note that the rates printed on this page do NOT include any of the District contributions that employees receive to offset the cost of the plans.

Income Protection

Life Insurance

Each qualifying employee is provided a group term life insurance policy at no cost. The life insurance policy value of \$50,000 is paid upon the death of the eligible employee to their designated beneficiary on file, and in some cases may be paid in advance of the death. Additional benefits may also be paid if the death is accidental. Specific plan information and beneficiary designations are available on the iVisions portal or by contacting Cathy Gauger, Benefits Specialist, x3011.

Voluntary Life Insurance

Linn-Mar offers voluntary life insurance coverage to eligible employees who would like to purchase additional coverage. The cost of the policy will depend on the value of the policy being purchased, and employees may purchase up to 5 times their annual salary. Employees may also purchase coverage for their spouse and children through the voluntary life insurance coverage which is offered through Sun Life Financial. Specific plan information and beneficiary designations are available on the iVisions portal or by contacting Cathy Gauger, Benefits Specialist, x3011.

Long Term Disability Insurance (LTD)

LTD insurance is provided at no cost to the employee. The disability benefit replaces 66 2/3% of your base salary if you become disabled for an extended period of time (120 calendar days) from a covered illness or accidental bodily injury. Specific plan information is available on the iVisions portal, and anyone who may be in a situation to be off work and eligible for a long term disability claim should contact Cathy Gauger, Benefits Specialist, x3011.

Retirement

Iowa Public Employees' Retirement System (IPERS)

The Iowa Legislature created the Iowa Public Employees' Retirement System in 1953 to provide a dependable and economical retirement plan for Iowa's public employees. IPERS retirement benefits are intended to help Iowa's public employers attract and keep qualified personnel in public service. The benefits also help public employees care for themselves during retirement.

The IPERS plan is a defined benefit plan with qualified plan status under federal Internal Revenue Code sections 401(a). A defined benefit plan provides a lifetime benefit calculated using a formula. Your benefits grow with you during your working career. As your years of service and salary increase, your IPERS benefits also grow. At retirement, you receive the benefit you earned regardless of the performance of the stock market.

Membership in IPERS is automatic for full and part-time permanent public employees. You will have an automatic payroll deduction at a pre-tax percentage rate set by the State of Iowa as your contribution toward the IPERS program, and Linn-Mar will make a contribution of 9.44% into your IPERS account on top of that.

You can learn more about this very important benefit at the IPERS website - www.ipers.org

403(b) Tax Sheltered Annuities

In partnership with the State of Iowa's Retirement Investor's Club (RIC), the District currently offers an additional way to save for retirement through a 403(b) retirement savings plan. These plans are available only to employees of public school systems and certain other nonprofit organizations. Eligible employees may start or stop contributions to the 403(b) program at any time. Employees may also elect which investment firm to utilize, and employee contributions through the payroll may be either pre-tax or post-tax (Roth). All participating employees may elect to contribute a portion of their salary up to the IRS contribution limits to one or more of the authorized plans available through the District. If you have questions or would like to participate please contact Cathy Gauger, Benefits Specialist, x3011.

We are so excited you have decided to make Linn-Mar your home – please let us know if you have suggestions on how we can make your stay here not only awesome but world class!

LMEA Addendum (July 1, 2018 – June 30, 2019):

(Teachers / Counselors / Nurses / Media Specialists / Teacher Leaders)

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Insurance

Coverages presently in effect are:

- a. Health and Major Medical
- b. Term Life Insurance (\$50,000)
- c. Long-Term Disability (present coverage 66 2/3% of basic salary including flex dollars up to a maximum benefit of \$4,000 per month) up to age 70.
- d. Full Single Dental Insurance

Medical Insurance:

The District will provide **\$715.00** monthly for each full-time employee through a Level 1 Salary Reduction Plan. The single plan of the minimum Linn-Mar Health and Major Medical Insurance shall be the minimum purchased by each employee should the district provide for health insurance on a stand-alone basis. The premium conversion feature of this plan allows the employee to convert insurance contributions from an after tax payroll deduction to a before tax salary reduction. A benefit specification form will be required from each employee. New employees contracted for the 2014/2015 year and forward will be required to select at least the minimum single plan of the Linn-Mar Health and Major Medical Insurance offered. After July 1, 2014, existing employees who currently elect insurance will not be allowed to opt-out.

Part-time employees shall receive full insurance benefits, subject to terms of the insurance carrier, except for the health and major medical insurance of which they will receive a pro-rata share of the **\$715.00** monthly benefit to be applied toward the premium. Part-time employees will be required to purchase the minimum single Health and Major Medical Insurance only if their pro-rata share is equal to or greater than the premium.

Short Term / Long Term Disability:

In the event an employee does not have accumulated sick leave in an amount sufficient to extend through the one hundred twentieth day of disability, the Board would make disability payments at the rate as defined by the carrier beginning on the thirty-first day of disability, up to and including the one hundred twentieth day, at which time (on the one hundred twenty-first day) the employee would be covered subject to the terms of coverage as defined by the carrier. The district shall not be liable for payment beyond the one hundred twentieth day of a disability. The definition of what constitutes a "disability" shall be that used by the insurance carrier.

Those employees having sufficient accumulated sick leave to extend through the one hundred twentieth day, would be subject to coverage as defined by the carrier. However, in no event would the total sick leave pay and disability pay exceed the employees contracted salary daily rate.

The Board-provided insurance programs shall be for twelve (12) consecutive months. Coverage periods, coverage requirements, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company). Changes in practices may be made pursuant to any mandated changes made by the carrier.

Additional insurance contribution

The Linn-Mar Community School District will provide, for the 2018-2019 school year, an additional amount of \$290.00 (two hundred ninety dollars) per month to employees who currently have family health insurance and elect to continue family health insurance or married couples employed by the district who are currently taking two policies, a single and an employee + children and switch to a family plan. This contribution will also be made available to current employees who have a HIPPA qualifying event during the 2018-2019 school year that would make them eligible for family health insurance. It is understood that if offering this contribution to employees who have a HIPPA qualifying event during the year causes the district financial distress due to the number of employees who qualify, future settlements will have to factor in an estimated cost for these employees.

This contribution will not be added to the monthly contribution, which shows up on the employee's pay stub. The contribution will be considered the district's share of the family premium and will be paid directly to the insurance company.

Employees shall be given the option of electing no insurance coverage. If this option is taken, the employee shall be paid \$275.00 each month in replacement of the regular monthly benefit. Employees may select to purchase coverage if there is a HIPPA qualifying event. Employees taking this option may select an HMO qualifying plan if offered.

Staff Reduction Leave

Whenever a reduction of employees is deemed necessary by the Board, the following will apply:

Employees on continuing contracts shall be placed on staff reduction leave and granted recall rights.

Staff reduction leave shall be without pay or paid benefits and shall be effective at the end of the current contract of the affected staff member.

Notification

If the Board is contemplating the reduction or realignment of any position(s), it will notify the employee at least sixty (60) days before the proposed effective date of the layoff. If the layoff is to become effective as of the first day of the following school year, the Board will notify the employee in writing by April 1.

Criteria

When the Board determines that employees should be laid off, the following procedure will determine the order in which employees shall be laid off:

1. The Board shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the Board has received resignations in the area in which reduction is sought prior to the issuance by the Superintendent of Notice of Intent to Terminate Contract.
2. The District shall choose to retain the employee(s) which best fit the District, building or classroom needs or to maintain a program.
3. Employee performance.
4. If needed, other criteria will be determined by the Superintendent.

Filling Vacancies

If a vacancy exists, the displaced employee may change grade levels or departments if the staff member has the proper and current Iowa Department of Education endorsement. No new appointments may be made while there are qualified and available teachers for that appointment on Staff Reduction Leave. Available and licensed teachers on Staff Reduction Leave will be asked to substitute, upon first rejection of assignment, the District may appoint a substitute. Rejection of substitute assignment does not affect an employee's right to recall.

Medical Insurance

Employees on Staff Reduction Leave may be continued in the medical insurance group upon payment of the monthly premium by the staff member if approved by the

insurance carrier under COBRA coverage.

Recall Rights

For one (1) year from the effective date of reduction, employees placed on Staff Reduction Leave shall have recall rights to any open position for which they are currently licensed, unless the reduction was based on performance. If employees are recalled to a position for which their certification is more than five (5) years old, the district may require them to obtain up to six (6) semester hours of coursework in the field within two years of initial placement in the position.

Employees shall be recalled to available positions in reverse order of placement on Staff Reduction Leave. The offer of such position by the District will be communicated to employees via phone, e-mail and mail. The employee will accept or reject the offer in writing to the Superintendent or his/her designee within 10 calendar days of the offer. If the employee accepts the assignment, he/she must accept the assignment and be prepared to assume the position within ten (10) calendar days after the date of notice. Failure on the part of the employee to meet either of these requirements may be considered by the district as grounds for termination. The 10-day requirement may be extended by the superintendent.

Any employee re-employed by exercising his/her recall rights shall be placed on the next sequential salary step when he/she resumes teaching.

Credit

Any former employee re-employed by exercising his/her recall rights shall be given credit for training and experience he/she has obtained through other employment during the interim period.

Transfer Procedures

Employee-requested transfers or reassignment from building to building, grade level to grade level (elementary), and department to department (secondary), are made as follows:

Voluntary Transfers

1. Vacancies (including co-curricular positions) shall be posted on the District website.
2. Employees interested in applying for a voluntary transfer will apply utilizing the District procedures outlined on the website.
3. The consideration will be based on qualifications (as outlined in the job description), job performance and certifications.

Involuntary Transfers

If an involuntary transfer is necessary, the Board will take into consideration the needs of the buildings and classrooms affected, experience and training, performance and service to the district.

An employee will be notified in writing of any intended transfer and may request a meeting with the superintendent or his/her designee to discuss the reasons for said transfer.

The employee shall be notified of any intended transfer by June 1, except in cases of emergency.

An employee shall be notified of any change in class assignment by the first day of workshop, whenever possible.

Addendum (July 1, 2018 – June 30, 2019):

(Educational Assistants / Secretaries)

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GROUP INSURANCE

The School District shall provide:

1. A Level 1 Salary Reduction Plan shall be available for all full-time and part time employees. The plan shall require employees to elect single or family health insurance, including DXL. The District's contribution shall be \$421.00 per month for each full-time employee that takes at least the equivalent to the cost of the lowest insurance plan offered. Any remaining monies after paying the premium will remain in their gross wages. Any premium in excess of that amount shall be paid through salary reduction. (The premium conversion feature of the plan shall permit an employee to convert insurance contributions from after tax payroll deduction to pre-tax salary reduction.) A benefit specification form will be required from each employee. Employees choosing not to participate in the Linn-Mar Health and Major Medical Insurance Group shall sign documents holding the Linn-Mar District harmless in the event of unpaid medical losses. Coverage periods and dates of premium payments necessary for such coverage shall be determined by the insurance carrier. The District will contribute, on a semi-monthly basis, \$50.00 for those full time employees who do not take the District offered health insurance. All new hires after 7/1/13 must be covered by at least the minimum cost insurance plan. Any employee who currently elects health insurance may not opt out.

Part-time employees may elect Health & DXL insurance with the full cost to be paid by the employee through payroll deduction.

2. Full-time and part-time employees shall have the option of participating in the District Dental Insurance Plan at the employee's expense through payroll deduction.

3. Provide \$50,000.00 term life insurance for full-time personnel.
4. Provide each full-time employee with a long-term disability insurance program with terms and conditions for coverage specified by the carrier.
5. In the event an employee does not have accumulated sick leave in an amount sufficient to extend through the one hundred twentieth day of disability, the Board would make disability payments at the rate as defined by the carrier beginning on the thirty-first day of disability, up to and including the one hundred twentieth day, at which time (on the one hundred twenty-first day) the employee would be covered subject to the terms of coverage as defined by the carrier. The district shall not be liable for payment beyond the one hundred twentieth day of a disability. The definition of what constitutes a "disability" shall be that used by the insurance carrier. Those employees having sufficient accumulated sick leave to extend through the one hundred twentieth day, would be subject to coverage as defined by the carrier. However, in no event would the total sick leave pay and disability pay exceed the employee's contracted salary daily rate.

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Job Posting and Bidding

A job opening exists after the employer has exercised the right of transfer, promotion, and/or assignment. All full-time, and part-time jobs will be posted for bids on the District employment website five (5) days prior to the position being filled. The employer maintains the right to prescribe the qualifications necessary for each posted open job and selection will be on the basis of qualifications.

An employee who bids to a posted job and fails to perform the job, or to show potential for qualifying within the training period which shall be 60 working days, shall be disqualified from that job.

An employee who is awarded a posted job in a different classification column shall be placed on the step relative to previous background and experience as determined by the responsible administrator.

Staff Reduction

If a reduction in scheduled work hours or a reduction in force becomes necessary during the school year, the affected employee(s) will be given two (2) weeks written notice.

Staff reduction, will be based on skills, abilities, competency and seniority by classification, by building within the School District. The District may override seniority to maintain selected programs or to retain specific job skills, abilities and competencies as required by the building administrator.

If an opening occurs in the areas affected by the reduction within twelve (12) months of the date of reduction, those employees on staff reduction will be given first consideration for recall based on the needs of the School District as determined by the Administration.

All openings will be posted online via the Linn-Mar employment website and the Linn-Mar Intranet. Employees who are affected by the reduction should apply to any open position of interest within twelve (12) months of the date of reduction to be given first consideration. Failure to apply or to be appointed to any open position within the twelve (12) month time frame will result in loss of status as an employee.

An employee who rejects consideration for a similar opening (duties/hours/pay) will lose his/her status as an employee.

Evaluations

Employees shall be evaluated as follows: New employees (new to a position) shall be evaluated after 60 days; then after the first year, and annually thereafter.

Addendum (July 1, 2018 – June 30, 2019):

(Part Time Nutrition Services)

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Job Posting and Bidding

All open jobs will be available for bids for a period of at least three (3) working days. During the week before school starts and the first week school is in session, the District shall only be required to post a notice one (1) working day. The posting will include the job location(s), assignment and hours. Qualifications and rate of pay are available through the Nutrition Services Manager or designee. The District maintains the sole right to prescribe the qualifications necessary for each posted open job and selection will be based on skills, abilities and competency first and then seniority. This does not preclude the District from advertising, accepting applications, interviewing, and hiring individuals from outside the bargaining unit.

An employee who bids to a posted job and fails to perform that job or to show potential for qualifying within the training period which shall be sixty (60) working days, shall be disqualified from that job. A disqualified employee shall be placed on any open job, most recently held by that employee, provided that employee is qualified to perform the job. If no such job exists, the disqualified employee shall be placed on any open job where the District believes that employee can qualify. If no such job exists, the disqualified employee will be terminated.

Reduction in Force

The District shall determine when it is necessary to reduce the number of employees. In the event of a reduction, the affected employee(s) will be notified at least fourteen (14) days prior to the effective date of such reduction.

Reduction in the number of employees shall be based upon the needs of the school system as determined by the Administration and the skill, ability, competence, and seniority of the employee(s) affected.

If an opening occurs in the areas by the reduction within twelve (12) months of the date of reduction, those employees on staff reduction will be given first consideration for recall based on the needs of the school system as determined by the Administration.

An employee, who fails to return to work, if recalled, within five (5) working days after being notified by certified mail to the employee's last known address, shall lose his/her status as an employee.

Evaluations

Employees covered under this agreement shall be evaluated as follows:

New employees (new to a position) shall be evaluated after 60 days; then after the first year and annually thereafter.

Probation

A new employee shall serve a probationary period of sixty (60) working days completion of the probationary period, he/she shall be put on seniority list and his/her seniority shall be determined from his/her last date of hire. Probationary employees may be terminated for any reason without recourse to any procedures in the Agreement.

Addendum (July 2018 - June 2019):
(Custodians / Maintenance / Grounds / Full-time Nutrition Services)

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DRAFT

Group Insurance

1. All employees are required to have a physical examination and tuberculin screen for initial employment and at the District's designated provider. The cost of the examination/screen is paid by the District.
2. The District will contribute **\$516.00** per month for each eligible full-time employee who takes at least the equivalent to the cost of the lowest insurance plan offered. Any remaining monies after paying the premium will remain in their gross wages. Any premium in excess of that amount shall be paid through salary reduction. (The premium conversion feature of the plan shall permit an employee to convert insurance contributions from after tax payroll deduction to pre-tax salary reduction.) A benefit specification form will be required from each employee. Employees choosing Insurance Group shall sign documents holding the Linn-Mar District harmless in the event of unpaid medical losses. Coverage periods and dates of premium payments necessary for such coverage shall be determined by the insurance carrier.
3. Provide \$50,000 term life insurance for full-time personnel.
4. Provide each full-time employee with a long-term disability insurance program with terms and conditions for coverage specified by the carrier.
5. In the event an employee does not have accumulated sick leave in an amount sufficient to extend through the one hundred twentieth day of disability, the Board would make disability payments at the rate as defined by the carrier beginning on the thirty-first day of disability, up to and including the one hundred twentieth day, at which time (on the one hundred twenty-first day) the employee would be covered subject to the terms of coverage as defined by the carrier.

The District shall not be liable for payment beyond the one hundred twentieth day of a disability. The definition of what constitutes a "disability" shall be that used by the insurance carrier. Those employees having sufficient accumulated sick leave to extend through the one hundred twentieth day, would be subject to coverage as defined by the carrier. However, in no event would the total sick leave pay and disability pay exceed the employee's contracted salary daily rate.
6. The District shall offer a full single dental insurance plan to all full time employees.

Reduction In Force

The District may determine that it is necessary to reduce the number of employees. In the event of a reduction, the affected employee(s) will be notified at least fourteen (14) days prior to the effective date of such reduction.

Reduction in the number of employees will be determined by Administration based on performance, District need and qualifications. If an opening occurs in the classification affected by the reduction within six (6) months of the date of the reduction, those employees will be given consideration for recall based on the order in which employees were laid off, with those laid off first getting the first opportunity to fill the opening if qualified and able to perform the duties of the position.

An employee, who fails to return to work, if recalled, within five (5) working days after being notified by the District will lose his/her status as an employee.

Probation

A new employee shall serve a probationary period of (60) sixty working days upon completion of the probationary period, he/she shall be put on seniority list and his/her seniority shall be determined from his/her last date of hire. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.

Evaluation

Each employee shall receive a written evaluation at the end of the probationary period (60 working days) and annually thereafter. The evaluation shall be completed by the employee's immediate supervisor or designee and reviewed by the Director.

An employee's evaluation shall be discussed with the employee and the employee shall have the right to make written comments thereon. The signing of the evaluation report does not signify agreement with the report, but only that the employee has seen the report and it has been discussed with the employee.

A copy of the evaluation shall be given to the employee.

Job Posting and Bidding

All full-time open jobs will be available for bids throughout District facilities for a period of three (3) working days. Employees on summer break who wish to receive notice of job openings or vacancies must submit notice of this interest in writing to their direct supervisor. The notice of an opening will include the job title, shift assignment, and hours. Qualifications and rate of pay are available through Human Resources. The employer maintains the sole right to prescribe the qualifications necessary for each posted open job and selection will be on the basis of performance, skills, abilities and competency first and then seniority when applicants are determined by the District to be qualified for the position. If there are multiple bids for a position, the hiring supervisor must interview at minimum the three (3) most senior qualified bidders for the position. If an employee has been the subject of formal disciplinary action within the previous six (6) months of a posted bid, they are ineligible to bid on that posting. Every effort will be made that all posted vacancies will be filled within thirty (30) days of posting if there is a qualified bidder.

An employee who bids to a posted job and fails to perform that job or to show potential for qualifying within the training period which shall be sixty (60) working days, shall be disqualified from that job. A disqualified employee shall be placed on any open job, most recently held by that employee, provided that employee is qualified to perform the job. If no such job exists, the disqualified employee shall be placed on any open job where the District believes that employee can qualify. If no such job exists, the disqualified employee will be terminated.

An employee who qualified for and is awarded a posted job with a higher rate of pay shall be moved across the pay schedule to a rate of pay which is equal to, or greater than, the rate of pay from which they are leaving.

An employee who qualified for and is awarded a posted job with a lower rate of pay shall be moved to a pay which corresponds with that employee's year of service in the certified bargaining unit.

A new employee may not bid on a posted job until they have completed 12 months of service in their initial assignment. A full-time employee who qualified for and is awarded a posted job shall not bid more than two (2) times in a 12 month period. The 12 month period begins on the date that the employee is assigned to the first (of two) posted positions. An employee who is on second shift may bid to a 1st shift position even if the employee has already utilized two second shift bids within the same 12 month period as defined above. For purposes of this Article, positions with a starting time from 6 AM to 12 PM shall be considered first shift positions. Positions with a starting time on or after 12 PM shall be considered second shift positions.

Seniority

Seniority means a regular full-time employee's length of service in the union since his/her last date of hire. An employee shall keep existing, and continue to accumulate seniority if they bid into a different job classification represented by the Union.

A copy of the seniority list will be available in Human Resources.

Breaks In Service

An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force and retirement. Should an employee laid off return to work within one year, the seniority will pick up from the date of his/her return. Seniority rights will be forfeited if the continuous period of layoff exceeds one year.

Should an employee leave any job classification represented by the Union to take another position in the District, the employee's seniority in the union will be frozen.

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The Linn-Mar complaint managers include:

Tina March, Bowman Woods Principal 447-3241 tina.march@linnmar.k12.ia.us
Val Lawrence, Bowman Woods Facilitator 447-3208 vlawrence@linnmar.k12.ia.us
Dan Ludwig, Echo Hill Principal 730-3562 dludwig@linnmar.k12.ia.us
Teresa Garcia, Echo Hill Facilitator 730-3563 tgarcia@linnmar.k12.ia.us
Kelly Kretschmar, Indian Creek Principal 447-3271 kkretschmar@linnmar.k12.ia.us
Maurice Frazier, Indian Creek Facilitator 447-3312 mfrazier@linnmar.k12.ia.us
Chad Buchholz, Linn Grove Principal 730-3502 cbuchholz@linnmar.k12.ia.us
Tristan Evans, Linn Grove Facilitator 730-3503 tevens@linnmar.k12.ia.us
Carol O'Donnell, Novak Principal 447-3301 codonnell@linnmar.k12.ia.us
Ryan Phillips, Novak Facilitator 447-3325 rphillips@linnmar.k12.ia.us
Ed Rogers, Westfield Principal 447-3351 erogers@linnmar.k12.ia.us
Jessica Fitzpatrick, Westfield Facilitator 447-3360 jessica.fitzpatrick@linnmar.k12.ia.us
Amanda Potter, Wilkins Principal 447-3381 amanda.potter@linnmar.k12.ia.us
Lisa Silver, Wilkins Facilitator 447-3235 lsilver@linnmar.k12.ia.us
Shannon Bisgard, Superintendent 447-3001 sbisgard@linnmar.k12.ia.us
Brian Cruise, Transportation Director 447-3030 bcruise@linnmar.k12.ia.us
Stacy Fish, Nutrition Services Manager 447-3302 sfish2@linnmar.k12.ia.us
Stacia Walker, Elementary Student Assistance Specialist 447-3337
swalker@linnmar.k12.ia.us

Questions regarding alternative complaint procedures and/or appeals contact:

Linn-Mar Equity Coordinator/Investigator, LRC

Nathan Wear 447-3028

Karla Christian 447-3036

Leisa Breitfelder 447-3003

The Linn-Mar Community School District provides equal educational and employment opportunities and will not illegally discriminate on the basis of real or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or family status. LMCSO shall take affirmative action in recruitment, appointment, assignment, and advancement of women and men, minorities and disabled. Inquiries regarding compliance with equal education or employment opportunities and/or affirmative action shall be directed to the Equity Coordinator, Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa 52302. Inquiries may also be directed, in writing, to the Iowa Civil Rights Commission in Des Moines, the Director of Region VII Office of the United States Equal Employment Opportunities Commission, or the Director of the Region VII Office of Civil Rights, United States Department of Education in Chicago, Illinois.



BULLYING AND HARASSMENT

Student Rights and Responsibilities (PK-5th grade Students)

**Linn-Mar Community School District
Marion, Iowa**

The Linn-Mar Community School District is fully committed to providing a welcoming and safe environment. To ensure all students are able to achieve their highest learning potential, the district has expectations for student behavior. As part of these efforts, the Olweus Bullying Prevention Program has been implemented in all elementary buildings.

The Linn-Mar Board of Directors has stated in board policies 403.13, 403.14, 502.14, and 502.14-R that harassment based on such characteristics as age, race, color, sex, religion, or disability will not be tolerated.

What is Bullying?

Bullying is when someone repeatedly and on purpose says or does mean or hurtful things to another person who has a hard time defending himself or herself.

Why Address Bullying in Schools?

1. For students and their futures
2. For a healthy school climate
3. For the larger community
4. For the purpose of risk management for schools
5. It is the law

School Rules against Bullying:

1. We will not bully others.
2. We will try to help students who are bullied.
3. We will include students who are easily left out.
4. When we know somebody is being bullied, we will tell an adult at school and an adult at home.

Behaviors that will not be tolerated are:

- Teasing
- Name calling
- Insults
- Unkind Comments
- Physical threats/fighting
- Comments about someone's body
- Staring that makes someone uncomfortable
- Pulling hair or clothes
- Taking or damaging another's belongings
- Dirty jokes, notes, or pictures
- Gestures with the hands or body
- Trying to kiss, hug, or touch someone who doesn't want to be kissed, hugged, or touched
- Exclusion
- Rumors
- Inappropriate texts, emails, and IMs
- Writing mean or hurtful posts online

Taking part in any of the behaviors listed above will result in:

- Verbal warning/appropriate consequences
- Written warning/appropriate consequences
- Student/parent conference
- Suspension

****Some behaviors are more severe than others, therefore, complaint managers reserve the right to assign a consequence that will best fit the behavior****

- Who the witnesses were, if any
- What you said or did in response to the harassment
- How your harasser responded to you
- How you felt about the harassment

(Note: Include a copy of your original communication to your harasser, if it was done in writing.)

- If the behavior is repeated again, see a complaint manager, if you did not do that initially. Continue documenting the harassment.

Complaint Managers

All administrators, supervisors, directors, and managers in the Linn-Mar Community School District can serve as complaint managers. These include the following:

Shannon Bisgard	Superintendent	LRC
J.T Anderson	Chief Financial/Operating Officer	LRC
Jeri Ramos	Technology Director	LRC
Karla Ries	Curriculum Director	LRC
Bob Read	Curriculum Director	LRC
Erica Rausch	Curriculum Director	LRC
Megan Burke-Brunschenn	Assoc Dir of Student Services	LRC
Mark Hutcheson	Curriculum Director	LRC
Kristi Hicks	Assoc Dir of Student Services	LRC
Jeff Gustason	Principal	HS
Kim Buelt	Associate Principal	HS
Joe Nietert	Associate Principal	HS
David Brown	Athletic Director	HS
Tonya Moe	Asst Athletic Director	HS
John Christian	Principal	EX
Duane Orr	Associate Principal	EX
Steven Starkey	Associate Principal	EX
Amanda Potter	Principal	WE
Tina March	Principal	BW
Chad Buchholz	Principal	LG
Carol O'Donnell	Principal	NE
Travis Axeen	Principal	OR
Janelle Miller	Associate Principal	OR
C.J. McDonald	Associate Principal	OR
Dan Ludwig	Principal	EH
Ed Rogers	Principal	WF
Kelly Kretschmar	Principal	IC
Stacy Fish	Nutrition Services Manager	LRC
Steve Nelson	Operation & Maintenance Mngr	OM
Brian Cruise	Transportation Manager	OM
Steven Goodall	Associate Principal	LRC

Formal Complaint Procedure

Equity complaint procedures and equity complaint forms are available in each district building. Questions about procedures, forms, appeals, or alternative complaint procedures should be directed to:

Linn-Mar Equity Coordinator/Investigator, Linn-Mar LRC

Nathan Wear 447-3028
Karla Christian 447-3036
Leisa Breitfelder 447-3003

Iowa Civil Rights Commission, Des Moines, IA, 515/281-4121
US Office of Civil Rights, Chicago, IL, 312-886-2359

Confidentiality

Confidentiality shall be maintained in so far as possible during the investigation of a complaint and regarding any subsequent disciplinary action.

Reprisal and Retaliation

Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Anyone, student or staff, who retaliates against an individual reporting alleged harassment may be subject to discipline. Anyone who retaliates against an individual who testifies, assists, or participates in an investigation, proceeding, or hearing related to a complaint of harassment may be subject to discipline. Submission of a complaint or report shall not affect a student's grades, etc.

Services Available to Students

Students who feel the need to talk with a trusted adult following experiences with harassment may find the following services helpful: guidance counselors, nurses, and prevention/intervention specialists.

The Linn-Mar Community School District provides equal educational and employment opportunities and will not illegally discriminate on the basis of real or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or family status. LMCS D shall take affirmative action in recruitment, appointment, assignment, and advancement of women and men, minorities and disabled. Inquiries regarding compliance with equal education or employment opportunities and/or affirmative action shall be directed to the Equity Coordinator, Linn-Mar Community Schools District, 2999 North 10th Street, Marion, IA 52302. Inquiries may also be directed, in writing, to the Iowa Civil Rights Commission in Des Moines, the Director of the Region VII Office of the United States Equal Employment Opportunities Commission, or the Director of the Region VII Office of Civil Rights, United States Department of Education in Chicago, IL.

Harassment

Student Rights And Responsibilities

(6th – 12th grade students)

Linn-Mar Community School District

Marion, IA

The purpose of this brochure is to:

- Provide you with information on Linn-Mar's policy and procedures regarding harassment
- Provide you with examples of behaviors which may constitute harassment
- Provide you with information about what to do if you are a victim of harassment
- Provide you with information about consequences for harassment or failure to report harassing behaviors*

*Documentation will exist that students and staff have received this information.

Board Policy

The Linn-Mar Board of Education policy states that all members of the Linn-Mar Community School District are expected to conduct themselves so as to provide an atmosphere free from harassment. Any person proven to be in violation of this policy, while acting as a member of the school community, will be subject to discipline or discharge. (See board policies 403.14 and 502.14)

Why a Policy?

Harassment is illegal under federal law, the Code of Iowa, and Linn-Mar board policy. District staff are obligated to maintain a working and learning environment that is free of harassment. In addition, board policy provides that student conduct shall be governed by the educational purpose underlying all school activities, for the widely shared use of student property, and for the rights and welfare of other pupils. (See board policy 502.1)

What is Sexual Harassment?

Federal guidelines describe sexual harassment as:

Unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or

creating an intimidating, hostile, or offensive working or educational environment.

Behaviors that may constitute sexual harassment

- Direct propositions of a sexual nature
- Subtle pressure for sexual activity, an element of which may be repeated staring or leering
- A pattern of sexually explicit statements, questions, jokes or anecdotes
- Unnecessary touching, patting, hugging, or brushing against a person's body
- Gestures with the hands or body such as flashing or mooning
- Remarks of a sexual nature about a person's clothing or body, about sexual activity, or about previous sexual experience
- A display of graphic sexual material where others are not free to avoid it
- Display or transmission of sexually suggestive electronic content such as sexting or social media posts
- Sexual cartoons, pictures, messages, texts, notes, tweets
- Terms of address such as ho, gay, retard, lesbo, fag
- Physical assault

Other Forms of Harassment

In addition to sexual harassment, Linn-Mar students and staff are also protected from harassing behaviors based on real or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or family status. Harassing acts may be treated as just cause for discipline or discharge. (See board policy 403.13)

Consequences for the Student Harasser*

Consequences for the student harasser include, but are not limited to:

- Verbal warning/reprimand
- Written warning/reprimand (entered in student's discipline file)
- Internal or external suspension
- Expulsion

- Referral to law enforcement agencies for appropriate action

*Some harassing behaviors are more severe than others and they may merit a more severe and immediate consequence.

Responding to a Complaint

Any person who believes that he/she has been a victim of harassment by a student or employee of Linn-Mar shall report the conduct immediately to a complaint manager, unless the informal resolution process is being used.

Failure to report an unwelcome behavior does not mean the behavior was welcome.

If the report is made verbally, the complaint manager shall document it in writing within 24 hours.

An investigation shall begin immediately, unless the informal resolution process is in place. The investigation may consist of personal interviews with the alleged victim(s), the alleged harasser(s), and others who may have knowledge of the incidents or circumstances that led to the complaint. The investigation may also consist of other methods and documents specified by the investigator. Within 10 working/instructional days, the complaint manager shall provide a written report to the alleged victim or parent/guardian, the alleged harasser or parent/guardian, and the superintendent. (See board policy 502.14)

Informal Resolution of a Complaint

- Communicate to the harasser what you are feeling and that you expect the behavior to stop. You may do this verbally or in writing. If you do it in writing, make two copies. Ask a parent/guardian or other trusted adult to be your witness when you give one copy to the harasser.
- If the behavior is repeated, go to a person in authority. Give the person in authority written documentation of what happened. Keep a copy for yourself. The written documentation should include the following
 - What happened
 - When it happened
 - Where it happened
 - Who did the harassing

Selection of Legislative Priorities for 2018-19

The school board will select 4-5 of the following IASB resolutions to focus on as their legislative priorities for the 2018-19 school year.

Category: Student Achievement and Accountability

IASB Resolution #3 – Preschool

Supports continued funding to ensure that all 4-year-olds have access to the statewide voluntary preschool program. Supports an increase in funding from the current weighting of 0.5 to 1.0 full-time equivalent to increase the ability of districts to provide services such as full-day programming and transportation to ensure that all 4-year-olds have the ability to attend the statewide voluntary preschool program. Districts should be given maximum flexibility to assign costs to the program.

IASB Resolution #7 – Mental Health

Supports increased statewide access to and funding for mental health services for children.

IASB Resolution #8 – Special Education – State

Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost including educational programming and health care costs.

IASB Resolution #9 – Special Education – Federal

Supports federal commitment to fund 40% of the cost of educating students receiving special education services, and requests that the federal government fulfill that commitment by increasing funding a minimum of 8% per year until the 40% figure is achieved.

Category: Educator Quality

IASB Resolution #12 – Teacher Leadership and Development

Supports research-based programs and funding to develop strong instructional leadership including: a) teacher leadership and development, b) beginning teacher mentoring programs, and c) quality professional development programs.

Category: Fiscal Responsibility and Stewardship

IASB Resolution #19 – School Funding Policy

Supports a school foundation formula that: a) provides sufficient and timely funding to meet education goals, b) equalizes per pupil funding, c) provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts, d) includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges, e) incorporates categorical funding in the formula within three years, and f) includes a mix of property taxes and state aid.

IASB Resolution #20 – Supplemental State Aid

Supports setting supplemental state aid: a) for FY 2019 by January 31, 2018; b) for FY 2020 and future budget years at least 14 months prior to the certification of the school's district budgets, and c) at a rate that sufficiently supports local districts' efforts to plan, create, and sustain world-class schools. Supports a formula-driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

IASB Resolution #26 – Unfunded Mandates

Opposes any new mandate that does not provide sufficient and sustainable funding for successful implementation.

Category: School Infrastructure**IASB Resolution #27 – SAVE (Secure an Advanced Vision for Education)**

Supports repeal of the December 31, 2029, sunset on the statewide penny sales tax for school infrastructure. Supports preserving the integrity of the statewide penny sales tax for school infrastructure including the tax equity provisions in the following manner: a) no diversions or expansions of allowable uses prior to the current 2029 sunset date and b) continued growth in the per pupil amount beyond the 2029 sunset date.

IASB Resolution #28 – Bond Issues

Supports allowing school bond issues to be passed by a simple majority vote. Supports the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness. Supports legislation to clarify that revenue bonds do not count toward a 5% statutory debt limit.



Inspire Learning. **Unlock Potential. Empower Achievement.**

**Linn-Mar Community School District Board of Education
Regular Session Minutes
June 11, 2018**

100: Call to Order and Determination of a Quorum

President Nelson called the meeting to order at 5:30 PM. Roll was taken. Present: Lausen, Nelson, Wall, and Weaver. Absent: Anderson, Isenberg, and AbouAssaly.

200: Adoption of Agenda *Motion 169-06-11*

Motion Lausen, second wall to approve the agenda with the personnel walk-in exhibit. Voice vote, all ayes. Motion carried.

400: Informational Reports

401: School Improvement Advisory Committee

Associate Superintendent Bisgard shared highlights of the May 23rd SIAC meeting. The majority of the time was spent discussing the changes in Iowa Assessments.

402: Facilities Advisory Committee

Associate Superintendent Bisgard updated the board on the bond vote and Facilities Advisory Committee meeting. Satellite voting options are being researched. Message boards and flyers were shared for review.

403: Marion City Council

Weaver shared highlights of the June 7th meeting.

404: Board Book

Associate Superintendent Bisgard reviewed highlights of the June 11th Board Book. Construction is already underway in the three historical buildings (Bowman Woods, Wilkins, and Indian Creek). There were 540 high school graduates this year.

600: New Business

601: Resolution to Transfer Funds *Motion 170-06-11*

Motion Wall, second Weaver to approve the resolution to transfer \$26,974.21 from the general fund to the student activity fund, per House File 564, to cover purchases which occurred between July 1, 2017 and June 30, 2018 for protective and safety equipment for extra-curricular/interscholastic contests or competitions. Roll call vote, all ayes. Motion carried.

602: LMSEAA Agreement **Motion 171-06-11**

Motion Lausen, second Wall to approve the Linn-Mar Secretarial and Educational Assistant Association (LMSEAA) agreement for fiscal year 2019 at a total package increase of 2.55%. Voice vote, all ayes. Motion carried.

603: Transportation Agreement **Motion 172-06-11**

Motion Wall, second Weaver to approve the Transportation Department agreement for bus drivers, helpers, and riders for fiscal year 2019 at a total package increase of 2.47%. Voice vote, all ayes. Motion carried.

604: Open Enrollment Requests **Motion 173-06-11**

Motion Lausen, second Wall to approve the open enrollment requests as presented. Voice vote, all ayes. Motion carried.

Approved In

Name	Grade	Resident District	Reason
Easterday, Zachariah	2 nd	Marion Independent	Good Cause
Fennern, Ericka	10 th	Marion Independent	Good Cause
Jewell, Iris	K	Cedar Rapids CSD	On Time

Approved Out

Name	Grade	District Requested	Reason
Lahmon, Taylor	11 th	Marion Independent	Good Cause
McClure, Katherine	10 th	Marion Independent	Good Cause

700: Consent Agenda

701: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Gaffney, Katie	EX: Multi-Subject Teacher	8/15/18	MA Step 11
Maas, Shaylee	LG: 2 nd Gr Teacher	8/15/18	BA Step 1
Parsley, Sherry	From OR ASSIST Teacher to HS Student Support Services Teacher	8/17/18	Same
Spoelstra, Amy	OR/EX: TAG Teacher	8/15/18	BA Step 1

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Fleege, Dennis	HS: Math Teacher	6/1/18	Personal
Murray, Alice	WE: 2 nd Gr Teacher	6/5/18	Personal
Spurling, Corey	HS: PLTW Teacher	6/4/18	Relocation
Spurling, Jennifer	HS: Student Support Services Teacher	6/4/18	Relocation

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Dempsey, Riley	O&M: Seasonal Help	6/1/18	\$10.00/hour
Fuller, Adam	O&M: Seasonal Help	5/29/18	\$10.00/hour
Gabriel, Cuyler	AC: Aquatic Instructor	5/25/18	\$11.00/hour
Hazewinkel, Randy	TR: From Bus Driver to Substitute Bus Driver	6/4/18	Step 1
Hess, Jan	O&M: Seasonal Help	6/4/18	\$10.00/hour
Johnson, Luke	HS: Media Assistant	8/17/18	LMSEAA II, Step 10

Name	Assignment	Dept Action	Salary Placement
Krieger, Nicole	LRC: From .5 to 1.0 Admin Assistant – Adding .5 Community Relations/Communications Admin Assistant	8/15/18	Same
Lawrence, Angela	LG: From Student Support Associate to Paraprofessional	8/17/18	LMSEAA V, Step 11
Lechtenberg, Debbie	LG: Student Support Associate	8/17/18	LMSEAA II, Step 6
Love, Brynne	HS: Records Secretary	8/6/18	LMSEAA VI, Step 10
Ludwig, Ashlin	AC: Aquatic Instructor	5/26/18	\$13.00/hour
Moore, Jamie	AC: Aquatic Instructor	5/26/18	\$13.00/hour
Sayasit, Elisha	From OR ASSIST Associate to HS Student Support Associate	8/17/18	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Anderson, Tara	LG: Guidance Secretary	6/8/18	Personal
Beavers, Charles	WF: .5 Student Support Associate	6/1/18	Personal
Bjork, Megan	WE: Student Support Associate	6/4/18	Personal
Condon, Anne	LG: Student Support Associate	6/6/18	Other Employment
Dolezal, Emily	NE: Student Support Associate	6/1/18	Other Employment
Erdman, Laurie	NE: Student Support Associate	6/1/18	Retirement
Fiedler, Andrew	EH: Student Support Associate	6/1/18	Other Employment
Hall, Angela	WF: Student Support Associate	6/1/18	Personal
Jedlicka, Bev	OR: Copy Center Technician	7/27/18	Retirement
Johnson, Christin	WF: Student Support Associate	6/1/18	Personal
Kane, Colleen	WF: Student Support Associate	6/4/18	Other Employment
Larson, Carla	WF: Student Support Associate	6/1/18	Personal
Markle, Debra	EH: Interpreter	6/1/18	Relocation
Markley, Autumn	NE: Student Support Associate	6/1/18	Personal
Richter, Diane	TR: Bus Driver	6/1/18	Relocation
Sodawasser, Andrew	WF: Student Support Associate	7/12/18	Personal
Swanson, Cindy	LG: Student Support Associate	6/1/18	Retirement
Westergaard, Nicole	OR: Student Support Associate	6/1/18	Other Employment
Wray, Patty	NE: Student Support Associate	5/25/18	Personal

Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Evans, Tristan	HS: From Head to Assistant 9 th Gr Football Coach	6/4/18	\$3,213
Kremer, Leah	HS: Assistant 10 th Gr Volleyball Coach	8/6/18	\$3,213
Montgomery, Brittany	HS: Head JV Poms Coach	6/4/18	\$3,570
Name	Assignment	Dept Action	Salary Placement
Ray, Amanda	OR: From Assistant to Head Boys Tennis Coach	8/1/18	\$3,213
Robinson, Brittany	HS: Assistant Girls JV Basketball Coach	6/1/18	\$5,356
Tompkins, Chad	HS: From Assistant to Head 9 th Gr Football Coach	6/4/18	\$4,285

Extra-Curricular: Resignation

Name	Assignment	Dept Action	Reason
Evans, Tristan	OR: Head MS Girls Swimming Coach	5/24/18	Personal
Meeker, Steven	HS: Head 9 th Gr Volleyball Coach	6/1/18	Personal
Printy, Jordan	OR: Head 8 th Gr Boys Basketball Coach	5/24/18	Personal
Sanborn, Symon	OR: Assistant Girls Tennis Coach	5/17/18	Personal
Wolfe, Jason	HS: Assistant Varsity Girls Tennis Coach	6/4/18	Personal

Personnel Walk-In Exhibit: Resignation of Angie Morrison as Business Manager/Board Secretary effective June 30, 2018, due to other employment.

702: Approval of May 21st Minutes

Exhibit 702.1

703: Approval of May 30th Minutes

Exhibit 703.1

704: Approval of Bills

Exhibit 704.1

705: Approval of Contracts

Exhibits 705.1-10

1. Agreement with Trevor Ragan for the Train Ugly Workshop
2. Agreement with SAI for administrator mentoring and induction program
3. 28E agreement with Cedar Rapids CSD and Rockwell Collins for statewide voluntary preschool program
4. Independent contractor agreement with Alexis Robson
5. Independent contractor agreement with Aaron Perrine
6. Independent contractor agreement with Myron Welch
7. Amendment #2 with Iowa Department of Education for Specially Designed Instruction (SDI) Usability Site Project
8. Agreement with Synovia Solutions for use of transportation software/equipment
9. Agreement with Hand in Hand Early Care and Education Center for statewide voluntary preschool program
10. Firm fuel price contract with AgVantage FS
11. Interagency agreements for special education with Cedar Rapids CSD (5), Central City CSD (1), College CSD (1), Marion Independent (2), and Ottumwa CSD (1). *For student confidentiality, exhibits not provided.*

706: Disposition of Obsolete Equipment

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

707: Approval of the Consent Agenda ***Motion 174-06-11***

Motion Wall, second Weaver to approve the consent agenda with the personnel walk-in exhibit. Retirements were recognized. Voice vote, all ayes. Motion Carried.

800: Communications/Calendar/Committees

801: Board Communications

Communication and calendar items were reviewed.

900: Adjournment *Motion 175-06-11*

Motion Wall, second Weaver to adjourn the regular meeting at 6:02 PM.

Sondra Nelson, Board President

Minutes recorded by Angie Morrison.

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 06/08/2018 - 07/05/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
Fund: Aquatic Center		
BLACK HAWK SWIMMING ASSOCIATION	GENERAL SUPPLIES	\$1,848.00
BMO MASTERCARD	GENERAL SUPPLIES	\$1,118.01
BMO MASTERCARD	TRAVEL	\$162.41
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$26,286.51
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$486.37
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$2,079.46
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$486.37
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$2,079.46
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$1,478.34
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$521.02
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$781.93
LANE FOUR AQUATICS, LLC	GENERAL SUPPLIES	\$762.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$7.04
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$14.42
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$7.22
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$527.41
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$38.19
SPLASH MULTISPORT	GENERAL SUPPLIES	\$627.21
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3.00
TOTAL PERFORMANCE, INC	GENERAL SUPPLIES	\$357.66
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$734.90
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$46.02
	Fund Total:	\$40,452.95
Fund: GENERAL		
ADVANTAGE	GENERAL SUPPLIES	\$139.04
AGVANTAGE FS	GASOLINE	\$3,214.30
AHLERS AND COONEY, P.C.	INSTRUCTIONAL SUPPLIES	\$1,729.66
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$12,740.33
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES	\$449.33
ALBERTSON JIM	OFFICIAL/JUDGE	\$70.00
ALBURNETT COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$124,712.68
ALL INTEGRATED SOLUTIONS	MAINTENANCE SUPPLIES	\$97.23
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$287.73
ALLIANT ENERGY	ELECTRICITY	\$20,800.40
AMERICAN HEART ASSOCIATION, INC	INSTRUCTIONAL SUPPLIES	\$3,430.27
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$104.00
ANDERSON DAVID	INSTRUCTIONAL SUPPLIES	\$99.12
ANDERSON, JT	TRAVEL	\$42.90
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$1,794.00
ARNOLD MOTOR SUPPLY	MAINTENANCE SUPPLIES	\$117.07
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$929.11
ASIFLEX	EE LIAB-FLEX DEP CARE	\$39,558.69
ASIFLEX	EE LIAB-FLEX HEALTH	\$15,101.22
ASIFLEX	OTHER PROFESSIONAL	\$786.50

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 06/08/2018 - 07/05/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
AUTO-JET MUFFLER	TRANSP. PARTS	\$1,096.82
BALANCED FITNESS & HEALTH	OTHER PROFESSIONAL	\$317.60
BAUER BUILT	TIRES AND TUBES	\$1,972.09
BAUER BUILT	VEHICLE REPAIR	\$158.25
BIG RIGGER BUILDERS INC	VEHICLE REPAIR	\$2,538.53
BMO MASTERCARD	ADVERTISING	\$99.00
BMO MASTERCARD	COMP/TECH HARDWARE	\$1,736.58
BMO MASTERCARD	COMPUTER SOFTWARE	\$14.99
BMO MASTERCARD	DUES AND FEES	\$2,241.27
BMO MASTERCARD	ELECTRICAL SUPPLY	\$65.03
BMO MASTERCARD	EQUIPMENT >\$1999	\$1,462.09
BMO MASTERCARD	GARBAGE COLLECTION	\$4,337.24
BMO MASTERCARD	GASOLINE	\$899.35
BMO MASTERCARD	GENERAL SOFTWARE	\$604.16
BMO MASTERCARD	GENERAL SUPPLIES	\$4,325.66
BMO MASTERCARD	HEAT/PLUMBING SUPPLY	\$156.50
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$17,196.45
BMO MASTERCARD	INTERFUND TRANS 21	\$626.87
BMO MASTERCARD	LIBRARY BOOKS	\$1,437.05
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$604.04
BMO MASTERCARD	OTHER PROFESSIONAL	\$85.51
BMO MASTERCARD	REPAIR PARTS	\$697.91
BMO MASTERCARD	STAFF WORKSH/CONF	\$5,678.93
BMO MASTERCARD	TEXTBOOKS	\$1,305.70
BMO MASTERCARD	TRAVEL	\$8,621.87
BOHNSACK & FROMMELT LLP	OTHER PROFESSIONAL	\$8,000.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$1,152.26
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$698.75
C.J. COOPER & ASSOCIATES	PHYSICALS	\$450.00
C.R. GLASS CO	OTHER PROFESSIONAL	\$408.26
CALCARA MARILYN	TRAVEL	\$23.71
CAMPBELL SUPPLY	MAINTENANCE SUPPLIES	\$241.98
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$7,085.21
CARROLL CONSTRUCTION SUPPLY	REPAIR PARTS	\$97.96
CDW - GOVERNMENT	COMP/TECH HARDWARE	\$1,050.00
CDW - GOVERNMENT	COMPUTER SOFTWARE	\$30,280.60
CEDAR RAPIDS COMM SCH DIST	INSTRUCTIONAL SUPPLIES	\$1,450.02
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$1,425.29
CEDAR RAPIDS COMM SCH DIST	TRAVEL	\$638.67
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$283.44
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$353,756.48
CENTER POINT-URBANA HIGH SCHOOL	TUITION OPEN ENROLL	\$22,757.10
CENTRAL CITY COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$3,615.22
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$5,121.04
CENTURY CAB INC	INSTRUCTIONAL SUPPLIES	\$830.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 06/08/2018 - 07/05/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
CENTURYL INK	TELEPHONE	\$726.38
CENTURYLINK	TELEPHONE	\$2,531.66
CHAPPYS REPAIR	GROUNDS UPKEEP	\$35.00
CHRISTIAN KARLA	TRAVEL	\$46.80
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$834.82
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES	\$2,821.98
CITY OF MARION	DUES AND FEES	\$382.00
CLAY ELIZABETH	TRAVEL	\$26.45
CLAY ELIZABETH	TRAVEL	\$172.15
CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$7,832.15
CLEAR CREEK AMANA COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$6,910.72
CMS COMMUNICATIONS	COMP/TECH HARDWARE	\$5,553.04
COLLECTION	EE LIAB-GARNISHMENTS	\$3,907.92
COLLEGE COMMUNITY SCHOOLS	PROF SERV: EDUCATION	\$4,184.39
COLLEGE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$17,943.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$10.00
COOKSLEY DAWN	TRAVEL	\$48.01
COPE PLASTICS INC	INSTRUCTIONAL SUPPLIES	\$183.63
CR/LC SOLID WASTE AGENCY	GARBAGE COLLECTION	\$9.00
CRESCENT ELECTRIC	ELECTRICAL SUPPLY	\$661.09
CUMMINS CENTRAL POWER LLC	VEHICLE REPAIR	\$723.58
DAIRY QUEEN-4017	INSTRUCTIONAL SUPPLIES	\$275.00
DAUTREMONT STACIA	TRAVEL	\$488.79
DAYTON JOYCE	TRAVEL	\$42.90
DENNIS COMPANY	REPAIR PARTS	\$661.98
DEVRIES TAMARA	TRAVEL	\$65.21
DIAZ ADAM	TRAVEL	\$5.23
DON JOHNSTON INCORPORATED	INSTRUCTIONAL SUPPLIES	\$2,371.68
ENTERPRISE	RENTALS EQUIPMENT	\$2,877.92
F & W SERVICE CO., INC	REPAIR/MAINT SERVICE	\$203.62
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$34.45
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,973,856.50
FASSELLIUS CASEY	TRAVEL	\$26.44
FEDEX	POSTAGE/UPS	\$9.39
FOLLETT SCHOOL SOLUTIONS, INC	INSTRUCTIONAL SUPPLIES	\$163.51
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$4,601.89
FRY KEVIN	TRAVEL	\$43.13
GAUGER CATHY	TRAVEL	\$36.66
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$138.08
GRAINGER	MAINTENANCE SUPPLIES	\$80.52
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$81.94
GRANT WOOD AEA	Professional Educational Services	\$175.00
GRANT WOOD AEA	STAFF WORKSH/CONF	\$194.50
HALVERSON GINGER	TRAVEL	\$362.48
HANDS UP COMMUNICATIONS	GENERAL SUPPLIES	\$273.00

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Vendor Name	Description	Check Total
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$1,026.00
HARGERS ACCOUSTICS INC	MAINTENANCE SUPPLIES	\$2,405.00
HARPERCOLLINS PUBLISHERS	LIBRARY BOOKS	\$75.00
HAYES ELIZABETH	TRAVEL	\$14.78
HICKS KRISTI	TRAVEL	\$54.76
HOGLUND BUS CO. INC	TRANSP. PARTS	\$13,146.76
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$30.08
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$1,465.16
IMON COMMUNICATIONS LLC	TELEPHONE	\$7,506.92
IN TOUCH RECEIPTING	OTHER PROFESSIONAL	\$3,373.05
INDIAN CREEK NATURE CENTER	INSTRUCTIONAL SUPPLIES	\$40.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$61,497.96
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$262,290.31
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$61,497.96
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$262,290.31
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$386,509.89
INVOLTA	OTHER TECH SER	\$345.00
IOWA CITY COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$3,455.36
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$108,875.04
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$288,412.76
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$432,861.56
IOWA SCHOOL FOR THE DEAF	PROF SERV: EDUCATION	\$2,489.21
IOWA SHARES	EE LIAB-CHARITY	\$28.00
IOWA TESTING PROGRAMS	INSTRUCTIONAL SUPPLIES	\$19,670.30
ISFIS	OTHER PROFESSIONAL	\$615.00
JC'S TOWING LLP	GENERAL SUPPLIES	\$400.00
JERACH TOOL SUPPLY	GENERAL SUPPLIES	\$20.99
JESSEN ALICIA	TRAVEL	\$9.05
JOHN'S LOCK & KEY	GENERAL SUPPLIES	\$17.95
JOHNSTONE SUPPLY	REPAIR PARTS	\$83.42
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$5,656.00
JUNIOR ACHIEVEMENT	INSTRUCTIONAL SUPPLIES	\$11,037.58
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$100.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$3,402.00
KOENEN KARLA	TRAVEL	\$10.76
LASER RESOURCES, LLC	COMPUTER SOFTWARE	\$300.00
LASER RESOURCES, LLC	Copies	\$10,628.07
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$217.69
LEXIA LEARNING SYSTEMS LLC	STAFF WORKSHP/CONF	\$175,000.00
LINN CO-OP OIL	GASOLINE	\$33,615.62
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$2,964.26
LINN CO-OP OIL	MAINTENANCE SUPPLIES	\$1,259.68
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$24.60
LISBON COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$6,910.72
LMEA	EE LIAB-UNION DUES	\$55.36

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Vendor Name	Description	Check Total
LYNCH FORD	TRANSP. PARTS	\$72.63
LYNCH FORD	VEHICLE REPAIR	\$3,831.96
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,677.96
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12,676.32
MAGDALY SANTOS	INSTRUCTIONAL SUPPLIES	\$697.50
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$1,249,330.95
MARION IRON CO.	MAINTENANCE SUPPLIES	\$212.11
MARION JANITORIAL SUPPLY CO	GENERAL SUPPLIES	\$113.54
MARION PARKS & RECREATION	INSTRUCTIONAL SUPPLIES	\$30.00
MARION TIMES	ADVERTISING	\$640.81
MARION WATER DEPT	WATER/SEWER	\$8,892.83
MCGRAW-HILL SCHOOL EDUCATION	INSTRUCTIONAL SUPPLIES	\$16,550.10
McSWEENEY, CHRISTINE	TRAVEL	\$227.10
MENARDS -13127	GENERAL SUPPLIES	\$149.15
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$604.89
MERCY EAP SERVICES	OTHER PROFESSIONAL	\$450.00
MERCY EAP SERVICES	PROF SERV: EDUCATION	\$1,725.00
MERCYCARE COMMUNITY PHYSICIANS	OTHER PROFESSIONAL	\$574.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$82.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$18,152.35
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$469,366.53
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$19,950.38
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,580.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$21,342.90
MID AMERICAN ENERGY	NATURAL GAS	\$2,196.98
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$9,671.85
MIDWAY OUTDOOR EQUIPMENT INC	GENERAL SUPPLIES	\$143.79
MIDWAY OUTDOOR EQUIPMENT INC	MAINTENANCE SUPPLIES	\$376.36
MIDWEST ALARM SERVICES	OTHER PROFESSIONAL	\$207.00
MIDWEST CARWASH SYSTEMS	REPAIR/MAINT SERVICE	\$1,385.00
MIDWEST COMPUTER PRODUCTS	EQUIPMENT >\$1999	\$1,124.24
MIDWEST ELECTRONIC RECOVERY	OTHER PROFESSIONAL	\$561.50
MIDWEST WHEEL	TRANSP. PARTS	\$5,468.85
MT.VERNON COMM.SCHOOL DIST	TUITION OPEN ENROLL	\$6,910.72
MTI DISTRIBUTING INC	EQUIPMENT REPAIR	\$110.20
MULLER CATHERINE	TRAVEL	\$169.49
NEWARK	MAINTENANCE SUPPLIES	\$183.76
NORTH-LINN CSD	TUITION OPEN ENROLL	\$10,366.08
NORTHSTAR AV	INSTRUCTIONAL SUPPLIES	\$256.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$34.17
ORKIN PEST CONTROL	Pest Control	\$360.00
PATTERSON CHRISTOPHER	OTHER PROFESSIONAL	\$139.95
PATTERSON DANIELLE	TRAVEL	\$24.18
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PERFORMANCE THERAPIES, P.C.	INSTRUCTIONAL SUPPLIES	\$14,049.00

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Vendor Name	Description	Check Total
PFEIL ANGELA	TRAVEL	\$270.14
PHEAA	EE LIAB-GARNISHMENTS	\$488.57
PINE NEEDLES SEWING CENTER	INSTRUCTIONAL SUPPLIES	\$150.00
PITNEY BOWES	GENERAL SUPPLIES	\$331.48
PITNEY BOWES	POSTAGE/UPS	\$1,542.00
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$1,119.67
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$141.80
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$268.05
POOL TECH, A WGHK INC, COMPANY	CHEMICALS	\$3,353.60
PREMIERE CREDIT OF NORTH AMERICA LLC	EE LIAB-GARNISHMENTS	\$350.41
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$1,927.43
QUALITY AUTO REBUILDERS	VEHICLE REPAIR	\$675.22
QUALITY CLEANING EQUIPMENT	GENERAL SUPPLIES	\$627.50
QUINTIN SHEPHERD	TRAVEL	\$63.18
RAPIDS REPRODUCTIONS INC	ADVERTISING	\$1,367.20
REPUBLIC SERVICES	GARBAGE COLLECTION	\$3,600.49
RONALD BENJAMIN ROYBAL	STAFF WORKSH/CONF	\$6,000.00
RONALD BENJAMIN ROYBAL	TRAVEL	\$2,000.00
RYAN KEVIN	TRAVEL	\$5.93
SADLER POWER TRAIN	TRANSP. PARTS	\$228.92
SCANTRON	INSTRUCTIONAL SUPPLIES	\$168.79
SCHAEFFER MANUFACTURING COMPANY	GENERAL SUPPLIES	\$188.16
SCHOOL BUS SALES	TRANSP. PARTS	\$1,714.58
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$520.49
SCHULT BARBARA	TRAVEL	\$60.22
SEITZ GAIL	MISC REVENUE	\$15.00
SEIU LOCAL 199	EE LIAB-UNION DUES	\$691.31
SPACE WALK	INSTRUCTIONAL SUPPLIES	\$1,551.00
SPRAY-LAND USA	GENERAL SUPPLIES	\$8.00
SPRINGVILLE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$32,450.54
STAMP CAROL	TRAVEL	\$64.86
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$26.00
STRAND ANNA	TRAVEL	\$27.03
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,229.90
SYSTEMS UNLIMITED, INC.	INSTRUCTIONAL SUPPLIES	\$835.00
THE SHREDDER	OTHER PROFESSIONAL	\$572.00
THINK SAFE INC	GENERAL SUPPLIES	\$172.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$2,767.20
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$11,053.63
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$204,721.10
TRIER KELLY	TRAVEL	\$140.48
U.S. CELLULAR	TELEPHONE	\$713.65
U.S. POSTAL SERVICE (POSTAGE BY PHONE)	POSTAGE/UPS	\$5,000.00
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$1,124.25
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$882.09

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Vendor Name	Description	Check Total
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$66,413.51
WALMART	INSTRUCTIONAL SUPPLIES	\$471.34
WALSH DOOR & HARDWARE	REPAIR PARTS	\$815.00
WATTS ERIN	TRAVEL	\$258.96
WHOLESALE REPAIR INC	VEHICLE REPAIR	\$637.00
WINDSTREAM	TELEPHONE	\$795.09
WRIGHT-WAY TRAILERS	REPAIR PARTS	\$84.86
WYNKOOP SCOTT	TRAVEL	\$289.57
ZIMMERMAN JESSICA	TRAVEL	\$171.83
Fund Total:		\$8,215,202.73
Fund: LOCAL OPT SALES TAX		
AOSNC, LLC	COMP/TECH HARDWARE	\$60,945.81
BMO MASTERCARD	COMP/TECH HARDWARE	\$2,050.50
TRICON CONSTRUCTION GROUP 2245	CONSTRUCTION SERV	\$5,122.24
Fund Total:		\$68,118.55
Fund: NUTRITION SERVICES		
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$20,466.82
BMO MASTERCARD	DUES AND FEES	\$85.00
BMO MASTERCARD	GENERAL SUPPLIES	\$12.69
BMO MASTERCARD	PURCHASE FOOD	\$14.34
BRECKE	EQUIPMENT REPAIR	\$5,610.02
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$1,550.07
COLLECTION	EE LIAB-GARNISHMENTS	\$310.78
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$59,999.80
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,165.59
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,983.82
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,165.59
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,983.82
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$5,107.41
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$8,845.54
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$13,275.78
LASER RESOURCES, LLC	Copies	\$10.03
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$155.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$205.69
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$125.92
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$9,629.34
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$842.56
SEIU LOCAL 199	EE LIAB-UNION DUES	\$16.41
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$64.20
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,848.71
U.S. DEPARTMENT OF TREASURY--FMS	EE LIAB-GARNISHMENTS	\$170.75
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$390.00
YUNG MARGGIE	UNEARNED REVENUE	\$18.50
Fund Total:		\$142,054.18

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Vendor Name	Description	Check Total
Fund: PHY PLANT & EQ LEVY		
ABATEMENT SPECIALTIES LLC	CONSTRUCTION SERV	\$5,318.00
ALTORFER	CONSTRUCTION SERV	\$1,860.00
APPLEBY & HORN	CONSTRUCTION SERV	\$5,175.00
BMO MASTERCARD	BLDG. CONST SUPPLIES	\$876.00
CARROLL CONSTRUCTION SUPPLY	BLDG. CONST SUPPLIES	\$2,815.29
COMMUNITY ELECTRIC	CONSTRUCTION SERV	\$16,150.00
CROELL REDI-MIX INC	BLDG. CONST SUPPLIES	\$8,988.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$4,525.00
DENNIS COMPANY	BLDG. CONST SUPPLIES	\$838.12
DESIGN ENGINEERS. P.C.	ARCHITECT	\$1,875.00
DRAIN WIZARD	CONSTRUCTION SERV	\$2,239.20
ELECTRICAL ENGINEERING & EQUIPMENT CO.	BLDG. CONST SUPPLIES	\$1,030.54
HANDLEY DIRT WORK PLUS LLC	BLDG. CONST SUPPLIES	\$1,804.14
INNOVATIVE MODULAR SOLUTIONS, INC.	MODULAR CLASSROOM SETUP	\$24,076.00
IOWA FIRE PROTECTION	CONSTRUCTION SERV	\$9,083.00
IOWA WALL SAWING INC.	CONSTRUCTION SERV	\$1,348.00
MAKA BLIND COMPANY	BLDG. CONST SUPPLIES	\$1,500.00
OPN ARCHITECTS, INC.	ARCHITECT	\$3,792.25
PLUMBERS SUPPLY COMPANY	BLDG. CONST SUPPLIES	\$9,836.40
QUALITY CLEANING EQUIPMENT	VEHICLES	\$3,655.00
TRI-CITY ELECTRIC COMPANY OF IOWA	EQUIPMENT >\$1999	\$2,416.93
TRICON CONSTRUCTION GROUP 2245	CONSTRUCTION SERV	\$15,699.88
TY-CO PAINTING INC	CONSTRUCTION SERV	\$3,900.00
VIRCO INC	EQUIPMENT >\$1999	\$850.80
WENDLING QUARRIES	BLDG. CONST SUPPLIES	\$2,208.93
Fund Total:		\$131,861.48
Fund: PUB ED & REC LEVY		
BOLAND RECREATION	GROUNDS UPKEEP	\$10,189.00
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$264.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,567.81
GAMETIME	GROUNDS UPKEEP	\$393.72
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$30.57
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$130.67
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$30.57
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$130.67
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$161.54
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$147.92
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$221.99
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$7.28
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$23.61
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$437.16
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$19.09
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$86.66

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Vendor Name	Description	Check Total
Fund Total:		\$13,844.76
Fund: STUDENT ACTIVITY		
ADOLPHSON JACK	OFFICIAL/JUDGE	\$259.32
ADRENALINE FUNDRAISING	INSTRUCTIONAL SUPPLIES	\$14,611.20
AKERS KYLE	OFFICIAL/JUDGE	\$114.66
ALEC CLARK	OFFICIAL/JUDGE	\$180.00
ALLIED GLASS PRODUCTS INC	INSTRUCTIONAL SUPPLIES	\$795.00
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$111.72
BMO MASTERCARD	DUES AND FEES	\$248.00
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$18,417.24
BMO MASTERCARD	TRAVEL	\$6,123.49
BRASHAW TIMOTHY	OFFICIAL/JUDGE	\$129.66
BROWN DAVID	TRAVEL	\$25.35
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$1,394.00
CARRIKER DAN	OFFICIAL/JUDGE	\$129.66
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$460.13
CITYWIDE CLEANERS	INSTRUCTIONAL SUPPLIES	\$102.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$150.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$4,556.58
CRAFT-COCHRAN	INSTRUCTIONAL SUPPLIES	\$2,246.00
CRONIN FORRESTER	OFFICIAL/JUDGE	\$229.32
CRONK JEREMY	OFFICIAL/JUDGE	\$129.66
DAKTRONICS, INC	EQUIPMENT >\$1999	\$36,228.00
DECIOUS BECKY	MISC REVENUE	\$100.00
DOESE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$41.00
DVORAK JOHN	OFFICIAL/JUDGE	\$75.00
EASH SETH	OFFICIAL/JUDGE	\$229.32
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$11.64
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,408.63
FEDEX	INSTRUCTIONAL SUPPLIES	\$81.48
FINNERTY MICHAEL	INSTRUCTIONAL SUPPLIES	\$212.55
FRESE JEFF	OFFICIAL/JUDGE	\$129.66
GROSH SCENIC RENTALS INC	INSTRUCTIONAL SUPPLIES	\$1,472.34
GROSS COLE	OFFICIAL/JUDGE	\$100.00
GUY WILLIE LEE	OFFICIAL/JUDGE	\$75.00
HALLS PHOTO	INSTRUCTIONAL SUPPLIES	\$45.00
HAMM ANDREW	OFFICIAL/JUDGE	\$391.48
HAMM BRENT	OFFICIAL/JUDGE	\$229.32
HANSEN SCOTT	OFFICIAL/JUDGE	\$114.66
HART GARY	OFFICIAL/JUDGE	\$129.66
HEALY AWARDS	INSTRUCTIONAL SUPPLIES	\$499.20
HEIDELBAUER CHRISTOPHER	OFFICIAL/JUDGE	\$170.00
HILL TY	OFFICIAL/JUDGE	\$200.00
HOUSE OF TROPHIES	INSTRUCTIONAL SUPPLIES	\$59.70
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$714.56

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Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$96.73
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$413.67
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$96.73
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$413.67
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$517.44
IOWA FBLA-9388	DUES AND FEES	\$120.00
IOWA FBLA-9388	TRAVEL	\$2,154.08
IOWA PRISON INDUSTRIES	INSTRUCTIONAL SUPPLIES	\$4.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$359.90
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$540.17
JACOBS MICHAEL	OFFICIAL/JUDGE	\$114.66
JEFFERSON HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$380.00
JIMMY JOHN'S	INSTRUCTIONAL SUPPLIES	\$3,294.06
JOSTENS, INC	STUDENT FEES	\$11,834.00
KENNY DRANNON	OFFICIAL/JUDGE	\$129.66
KROPF ROXANNE	OTHER ACT INCOME	\$35.00
KYLES FRAMING GALLERY	INSTRUCTIONAL SUPPLIES	\$430.00
L & B SALES	INSTRUCTIONAL SUPPLIES	\$647.71
LARSON TAYLOR	OFFICIAL/JUDGE	\$279.32
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$553.22
LEVEL 10	INSTRUCTIONAL SUPPLIES	\$1,567.00
MACKSEY CHRISTOPHER	OFFICIAL/JUDGE	\$114.66
MARK ANDREW JAMES	OFFICIAL/JUDGE	\$244.32
MATLOCK DEREK	OFFICIAL/JUDGE	\$259.32
MEIER MICHELLE	INSTRUCTIONAL SUPPLIES	\$100.00
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$225.00
MIELL BRET	OFFICIAL/JUDGE	\$129.66
MOE TONYA	TRAVEL	\$261.30
MOHR DAVE	OFFICIAL/JUDGE	\$284.50
MOHR DEIDRA	OFFICIAL/JUDGE	\$284.50
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$3,805.00
MULDER DANIEL	OFFICIAL/JUDGE	\$129.66
NASCO	INSTRUCTIONAL SUPPLIES	\$15.40
NIERLING MITCHELL	OFFICIAL/JUDGE	\$219.66
PARKER JAKE	OFFICIAL/JUDGE	\$259.32
PERFORMANCE THERAPIES, P.C.	INSTRUCTIONAL SUPPLIES	\$1,400.00
PETERSEN NIK	OFFICIAL/JUDGE	\$114.66
PHILLIPS MARK	OFFICIAL/JUDGE	\$129.66
PIZZA RANCH	INSTRUCTIONAL SUPPLIES	\$339.50
PORT'O'JONNY	INSTRUCTIONAL SUPPLIES	\$86.00
REITTINGER COOPER ROBERT	OFFICIAL/JUDGE	\$334.32
ROY ADAM	OFFICIAL/JUDGE	\$244.32
SIGN PRO	INSTRUCTIONAL SUPPLIES	\$700.00
SPACE WALK	INSTRUCTIONAL SUPPLIES	\$1,470.00
ST. JOHN, JOHN	OFFICIAL/JUDGE	\$571.20

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 06/08/2018 - 07/05/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
SWICK DAN	OFFICIAL/JUDGE	\$259.20
TOBIN ROBERT & MARY	OTHER ACT INCOME	\$50.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$243.83
UCA/UDA- SUMMER CAMPS	INSTRUCTIONAL SUPPLIES	\$13,617.00
VALLEY HIGH SCHOOL	DUES AND FEES	\$125.00
VARSITY SPIRIT	INSTRUCTIONAL SUPPLIES	\$14,711.64
VAUGHN LINDA	OFFICIAL/JUDGE	\$100.00
VERBICK LARRY	OFFICIAL/JUDGE	\$100.00
WADDLE JACOB D.	OFFICIAL/JUDGE	\$129.66
WALMART	INSTRUCTIONAL SUPPLIES	\$94.54
WEST DELAWARE HIGH SCHOOL	DUES AND FEES	\$75.00
WEST HIGH SCHOOL	DUES AND FEES	\$160.00
WILDWOOD LODGE	TRAVEL	\$9,559.20
ZAHRADNEK JERRY	OFFICIAL/JUDGE	\$252.44
Fund Total:		\$170,311.68
Fund: Student Store		
BMO MASTERCARD	GENERAL SUPPLIES	\$36.66
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$165.56
EVAN BEHRENS	MISC REVENUE	\$10.00
IMS BRANDED SOLUTIONS/VELOCITY GRAPHIX	GENERAL SUPPLIES	\$303.75
Fund Total:		\$515.97
Grand Total:		\$8,782,362.30

End of Report

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 07/02/2018 - 07/05/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
Fund: DEBT SERVICE		
BANKERS TRUST COMPANY	INTEREST	\$660,546.25
BANKERS TRUST COMPANY	OTHER PROFESSIONAL	\$1,000.00
BANKERS TRUST COMPANY	PRINCIPAL REDEMPTION	\$2,965,000.00
BB & T GOVERNMENTAL FINANCE	INTEREST	\$106,944.75
BB & T GOVERNMENTAL FINANCE	PRINCIPAL REDEMPTION	\$535,000.00
		Fund Total: \$4,268,491.00
Fund: GENERAL		
AASPA	OTHER PROFESSIONAL	\$125.00
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,453.50
FAMILY VIDEO	FACILITY RENTAL	\$3,687.04
HOBSONS, INC	PROF SERV: EDUCATION	\$11,064.69
IASB	DUES AND FEES	\$12,611.00
IOWA DIVISION OF CRIMINAL INVEST	OTHER PROFESSIONAL	\$950.00
ISFIS	DUES AND FEES	\$3,695.50
NORTHWEST EVALUATION ASSOCIATION	INSTRUCTIONAL SUPPLIES	\$36,250.00
POSTMASTER	POSTAGE/UPS	\$4,000.00
QUINN STORAGE	FACILITY RENTAL	\$160.00
SCHOOL ADMINISTRATORS OF IOWA	DUES AND FEES	\$1,182.00
TYLER TECHNOLOGIES INC	DATA PROCESSING AND	\$79,317.52
		Fund Total: \$154,496.25
Fund: MANAGEMENT LEVY		
AUL SPECIAL PAY TRUST	TSA	\$243,378.54
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$260,153.00
TRUENORTH COMPANIES, LC	Vehicle Insurance	\$75,379.00
TRUENORTH COMPANIES, LC	WORKERS COMP	\$154,864.00
		Fund Total: \$733,774.54
Fund: NUTRITION SERVICES		
TOTAL K12, INC.	SERVICE AGREEMENTS	\$1,750.00
		Fund Total: \$1,750.00
Fund: PHY PLANT & EQ LEVY		
FORECAST5 ANALYTICS, INC	COMPUTER SOFTWARE	\$8,000.00
INNOVATIVE MODULAR SOLUTIONS, INC.	MODULAR CLASSROOM LEASE PMTS	\$5,100.00
		Fund Total: \$13,100.00
		Grand Total: \$5,171,611.79

End of Report

**28E AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM BETWEEN
LINN-MAR SCHOOL DISTRICT AND THE CITY OF MARION, IOWA**

THIS AGREEMENT, is made and entered into on _____, 2018 by and between LINN-MAR SCHOOL DISTRICT (hereinafter referred to as “Linn-Mar”) and THE CITY OF MARION, IOWA (hereinafter referred to as “the City”).

WHEREAS, Linn-Mar and the City share a mutual desire to provide law enforcement and related services to the schools in the Marion Independent School District located within the City of Marion to help maintain a safe environment which will promote the safety, health, and general welfare of the students and staff, including freedom from intimidation; and

WHEREAS, Linn-Mar and the City have in the past utilized a School Resource Officer, shared between Linn-Mar and the Marion Independent School District to provide the services necessary to achieve goals associated with the above-described mutual desire; and

WHEREAS, Linn-Mar and the City recognize the need to continue a School Resource Program for Linn-Mar and the need to have one School Resource Officer (hereinafter “SRO”) to work solely with Linn-Mar, not to be shared with any other school district; and

WHEREAS, Linn-Mar and the City recognize the benefits of the SRO program to the citizens of Marion, Iowa and particularly to the students of Linn-Mar; and

WHEREAS, it is understood that this agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State’s Office upon execution, as required by law.

THEREFORE, Linn-Mar and the City agree to the following terms:

ARTICLE I

PURPOSE

The purpose of this 28E Agreement is to formally establish the terms and conditions necessary to continue a School Resource Program for Linn-Mar and for the City acting by and through the Marion Police Department (hereinafter “the Police Department”) shall assign an SRO to serve in the Linn-Mar schools and not in any other school district. Except as otherwise provided in this agreement, this 28E agreement is not a contract which binds the City to provide any other services to Linn-Mar. No special duty or duty act is created by this Agreement.

ARTICLE II

DURATION

The duration of this agreement shall be for two years, and the SRO Program for Linn-Mar shall run from July 1, 2018 until June 30, 2020.

ARTICLE III

DUTIES OF THE CITY OF MARION AND THE MARION POLICE DEPARTMENT

The City, acting by and through the Marion Police Department shall provide an SRO as follows:

A. Assignment of the SRO

The Police Department shall assign one regularly employed police officer to Linn-Mar to act as an SRO for Linn-Mar.

B. Supervision

1. The Police Department shall assign one full-time employee to supervise the officer assigned to the SRO program.
2. In addition to providing training and direction for the SRO, the SRO supervisor will serve as a liaison between the Police Department and Linn-Mar administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with a designated representative from Linn-Mar, will complete performance evaluations for the SRO during May of each year. The identity of the designated representative shall be communicated to the SRO supervisor at the commencement of the contract term and any changes to this representative shall be communicated to the SRO supervisor as soon as the new representative is identified. The SRO supervisor, however, shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of the Student Resource Officer

The SRO shall be assigned to the Linn-Mar Schools on a full-time basis of eight (8) hours each day when school is in regular session. The SRO shall typically be on one of the Linn-Mar campuses from ½ hour prior to the start of class until ½ hour after classes are dismissed, but has discretion to adjust starting and ending times to maintain a forty (40) hour work week. The SRO will be temporarily re-assigned by the Police Department during the following regularly scheduled school holidays:

1. *Winter Break*
2. *Summer Break*

In addition, the SRO may be temporarily reassigned by the Police Department during other school holidays and vacations, training periods, police emergencies, or other occasions, as agreed upon between Linn-Mar and the Department, with the understanding that the Police Department shall be the final arbiter of all such decisions.

Regular working hours may be adjusted on a situational basis, with the approval of the SRO supervisor or his/her designee. These adjustments may be to attend Linn-Mar-related events for which the presence of a law enforcement officer is required or desirable. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Police Department's Bargaining Unit's contract with the City.

D. Equipment of Student Resource Officer

All equipment purchased by the Police Department for the SRO to perform his or her duties shall be the property of the Police Department. All equipment purchased by Linn-Mar for use by the SRO will be the property of Linn-Mar.

E. Duties of the Student Resource Officer

1. The SRO may provide instruction for specialized short-term programs at the Linn-Mar schools when a member of the school administration or staff has invited the officer to do so and the program has been approved by the SRO supervisor.
2. The SRO shall coordinate his/her non-law enforcement activities with the Linn-Mar administration or the principal or a faculty member of the school or schools concerned and shall seek permission, advice, and guidance from the proper Linn-Mar administrators or staff prior to enacting any programs within the school/s to ensure all programs stay within the School District policies and guidelines.

3. The SRO shall coordinate directly with the building principals or their designees and the SRO supervisor.
4. Except as excused by other terms of this agreement or with the consent of the SRO supervisor, the SRO shall be present at the assigned Linn-Mar school during times of high activity, such as the beginning and end of each school day and lunch periods.
5. The SRO shall make presentations and provide instruction on various subjects to students such as a basic understanding of the laws, the roles of police officers, and the police mission.
6. The SRO shall encourage individual and small group discussions with students to establish rapport with the students.
7. When requested by a principal or other administrator, the SRO shall attend parent/faculty meetings to encourage support and understanding of the SRO program.
8. The SRO shall be available for conferences with students, parents, and faculty members in order to address and assist with problems of a law enforcement or crime prevention nature. The SRO shall not disclose confidential information obtained pursuant to a police investigation except as provided by law or a court order.
9. The SRO shall become familiar with community agencies that offer assistance to students and their families, including, but not limited to, mental health and substance abuse treatment facilities. The SRO shall act as a resource officer to the students, families, faculty, and staff and shall make referrals to these agencies as needed.
10. The SRO shall work with the administration and faculty of Linn-Mar to develop plans and strategies to prevent and/or minimize the threat of harm that may result from student unrest.
11. The SRO shall adhere to school board policy, police policy, and all Federal, State, and local laws, should it become necessary for the SRO to conduct interviews with students.
12. The SRO shall take law enforcement action as necessary. The SRO should make the principal of the corresponding school and the SRO supervisor aware of such action as soon as possible. At a principal's request, the SRO shall take appropriate law enforcement action against intruders or unwanted guests who may appear at a school or school function, to the extent permitted by law. The SRO shall advise the principal of any additional police presence or assistance on campus after the incident or as time allows.

13. The SRO shall cooperate and give assistance to other law enforcement officers (both from the Marion Police Department and from other agencies) and government agencies in matters regarding his or her school assignments whenever the need arises.
14. The SRO shall attend and participate in Linn-Mar activities when possible and when approved by both the SRO Supervisor or designee and the Linn-Mar administration or designee.
15. The SRO may conduct investigations relating to Linn-Mar students, staff, or assigned facilities. The SRO shall inform the appropriate Linn-Mar administrator or principal as soon as possible, with a strong preference to informing Linn-Mar prior to the commencement of any investigation.
16. The SRO shall maintain detailed and accurate records of his/her activities, and provide a report to the Department and to Linn-Mar administration each semester. This report shall be for statistical purposes and shall not include confidential information relating to any investigation, arrest, intelligence, or student information.
17. The SRO shall collaborate with Linn-Mar to collect data on time spent on select activities and perception data from students, staff, and if applicable, parents.
18. The SRO shall not act as a disciplinarian. All disciplinary responsibility shall be retained by Linn-Mar. However, in the event Linn-Mar believes that there has been a violation of the law, the SRO may be contacted, and the SRO shall work with the SRO supervisor to determine whether law enforcement action is appropriate.
19. The SRO shall work in Department uniform respective of Department policies. The attire for each activity shall be prescribed by the SRO supervisor. There may be exceptions during special events or circumstances during which the SRO would be expected to be in uniform. The SRO shall carry a regulation sidearm in accordance with the Marion Police Department guidelines.
20. The SRO shall perform other duties as mutually agreed upon by the parties. However, the performance of any such duties should be reasonably related to the SRO Program as described in this agreement and shall be consistent with federal, state, and local laws, Police Department rules and regulations, and Linn-Mar policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated Linn-Mar personnel to resolve any and all questions arising under this paragraph.

ARTICLE III

RIGHTS AND DUTIES OF THE LINN-MAR SCHOOL DISTRICT

Linn-Mar shall provide the full time SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an office equipped with air-conditioning, proper lighting, and a telephone that will be used for business purposes.
2. A location to store files and records which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinet, and office supplies to use in the course of the SRO's duties.
4. Access to a computer and/or secretarial support.

Linn-Mar shall provide guidance to the SRO with regard to any instruction or programming to be delivered or presented by the SRO.

Upon termination of this agreement, all equipment provided to the SRO by Linn-Mar as a part of this agreement shall be retained by Linn-Mar.

ARTICLE IV

FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM

The cost of the SRO position for the first two years, or initial duration of this agreement, shall be allocated as follows:

1. SRO Salary: Prior to this agreement, Linn-Mar has shared an SRO with the Marion Independent School District. It has been determined that both Linn-Mar and the Marion Independent School District have a need to have an officer assigned to each of them. This will require the City, acting through the Police Department, to hire and train a new officer. Linn-Mar agrees that it will pay one half of the salary for the new officer.
 - a. The amount of the new officer's salary shall be \$77,398.00 for the first two years. Linn-Mar shall pay one half (1/2) of that salary in the amount of \$38,699.00 per year for the first two years.

- b. The Police Department shall submit four (4) quarterly invoices to Linn-Mar for payment of this amount. Linn-Mar shall promptly pay each invoice.
 - c. The salary amount shown above includes the benefits which are paid to all Marion Police Officers.
2. SRO Hiring, Training, and Equipment: The City of Marion agrees to pay for the following items associated with the SRO for Linn-Mar:
- a. The City, through the Marion Police Department, shall provide a vehicle and all vehicle equipment for the SRO to use in completing his/her duties as an SRO for Linn-Mar.
 - b. The City, through the Marion Police Department, shall provide the SRO with all necessary uniforms and personal equipment.
 - c. The City, through the Marion Police Department and Civil Service Commission, shall bear the costs associated with hiring, testing, and training the SRO.

The City and Linn-Mar shall each maintain their own individual budgets with regard to their financial obligations under this agreement.

ARTICLE V

EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER

The SRO shall remain an employee of the City and shall not be an employee of Linn-Mar. Linn-Mar and the City acknowledge that the SRO is a police officer who shall uphold the law under the direct supervision and control of the Police Department. The SRO shall remain responsive to the Police Department's chain of command.

The SRO shall be entitled to the same benefits he or she would otherwise be entitled to through his or her employment with the Police Department, and shall not participate in any benefits plan offered by Linn-Mar. The City shall be responsible for the withholding of any income tax.

Nothing in this agreement or in any other understanding reached by the parties shall be construed as giving Linn-Mar the right to control the professional judgment or conduct of the SRO.

ARTICLE VI

ASSIGNMENT OF THE STUDENT RESOURCE OFFICER

The Police Department shall be responsible for the selection, hiring, and training of a new SRO officer to assign to Linn-Mar.

ARTICLE VII

REPLACEMENT OF THE STUDENT RESOURCE OFFICER

In the event that Linn-Mar has any reason to believe that the SRO is not effectively performing his or her duties or that any other disciplinary action needs to be taken with regard to the SRO, the appropriate Linn-Mar administrator or designee shall do the following:

1. Contact the SRO supervisor in order to provide the Police Department with an opportunity to resolve the matter internally.
2. If the matter is not resolved in a reasonable amount of time, Linn-Mar may provide a written request for the removal of the officer to the Chief of Police and the SRO supervisor. That request must provide a detailed reason or reasons that the request is being made.
3. The parties may attempt to mediate a resolution, but ultimately if it is determined by the Chief of Police to be appropriate resolution, the officer shall be reassigned and a replacement SRO shall be obtained and assigned to Linn-Mar.

The Chief of Police may reassign the SRO officer based on Police Department rules, regulations, and/or operations order and when it is in the best interest of the Citizen of Marion to do so.

In the event that the SRO is reassigned, resigns, or has a long absence, the Chief of Police shall consult with Linn-Mar to assign a temporary replacement for the SRO within one week of receiving notice of the reassignment, resignation, or absence. The Police Department will provide a permanent replacement as soon as practical.

ARTICLE VIII

INSURANCE AND INDEMNIFICATION

To the extent permitted by law, each party will indemnify and hold harmless the other party from and against any and all losses, costs, damages, claims, and expenses, including reasonable attorney's fees and expenses, occasioned by or arising from the negligence or willful misconduct of itself and its agents, representatives, administrators, officers, and/or employees. Each party shall be responsible for the action or failure to take action by itself and its agents, representatives, administrators, officers, and/or employees. Neither party shall insure the actions of the other party.

ARTILCE IX

TERMINATION OF AGREEMENT

This agreement may be terminated by either party, upon thirty (30) days written notice. In the event that this Agreement is terminated, compensation shall be made to the City for all services performed through the date of termination, under the terms set forth in Article IV of this Agreement.

ARTICLE X

GOOD FAITH

Linn-Mar, the City, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between Linn-Mar and the City, or their designees.

ARTICLE XI

MODIFICATION

This Agreement shall not be modified except by written agreement signed by both parties.

ARTICLE XII

NOTICES

Any written notices as required in this Agreement shall be sent to the addresses of the respective parties as set out in this Agreement.

Notices for Linn-Mar shall be delivered to:

(Superintendent)
Linn-Mar Community School District
2999 10th Street
Marion, IA 52302

Notices for the City shall be delivered to:

(SRO Supervisor)
Marion Police Department
6315 US-151
Marion, IA 52302

ARTICLE XIII

ENTIRE AGREEMENT

This Agreement is the entire agreement and constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by both parties.

Further, this agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV

ADDITIONAL PROVISIONS RELATING TO IOWA CODE SECTION 28E.6

In accordance with Iowa Code Section 28E.6, Linn-Mar and the City further state:

- A. This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking of Linn-Mar and the City for the SRO project. The City, acting through the Police department shall act as administrator for purposes of Iowa Code Section 28E.6(1)(a)
- B. No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement or the conduct of the SRO Program. Each party shall acquire, hold, and dispose of real property as otherwise provided in this agreement.
- C. Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.

ARTICLE XV

THIRD-PARTY BENEFICIARIES

This Agreement is by and between the parties only. There are no third-party beneficiaries to this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

LINN-MAR SCHOOL DISTRICT by:

_____ Date

THE CITY OF MARION IOWA by:

Nicolas AbouAssaly

6/11/18
_____ Date

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

This Amendment effective August 21, 2018 is made to the Agreement, dated August 21, 2017 ("Agreement"), by and between Linn Mar Community School District, with its principal place of business at 2999 North 10th Street, Marion, Iowa 52302 ("Company") and Mercy Medical Center, Cedar Rapids, Iowa, an Iowa non-profit corporation ("Service Provider").

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

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

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

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

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

SERVICE PROVIDER:

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

Date

COMPANY:

Sondra Nelson, Board President

Date

LINN MAR COMMUNITY SCHOOL DISTRICT

CITY OF CEDAR RAPIDS

MEMORANDUM OF AGREEMENT

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

IT IS THEREFORE MUTUALLY AGREED:

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

8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition signed by parents from fifteen (15) different households of students who are required to cross at the location being appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.
9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY19 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.
10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY19 is 1,942.03, which is an equitable distribution of the FY19 adult guard budget according to percentage of approved crossing guard locations for DISTRICT to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum \$11.76 hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.
11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit final invoice for FY19 by June 30, 2019 to be reimbursed through the City's FY19 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY19 total mentioned in Article 10.
12. The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2019. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.
13. Termination of Agreement: This agreement may be terminated at any time by giving of ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

LINN MAR COMMUNITY SCHOOL
DISTRICT

CITY OF CEDAR RAPIDS

Tim Isenberg
Linn Mar School Board President

Jeffrey A. Pomeranz, City Manager

Date _____

Date _____

Attest:

Amy Stevenson, City Clerk

RESOLUTION NO. LEG_NUM_TAG

WHEREAS, Linn Mar School (SCHOOL) has agreed to establish and operate an adult guard program at designated school crossings and has submitted a 28E Memorandum of Agreement agreeing to the terms and conditions of the program, and

WHEREAS, the City has allocated funding in the amount of \$64,087 in its FY 2019 adult guard budget to be distributed to schools/districts participating in the adult guard program, according to the number of approved guard locations, to reimburse 50% of the hourly wage and other costs incurred for the guard program, and

WHEREAS, according to the number of SCHOOL crossing guard hours, the SCHOOL is eligible for a maximum reimbursement amount of \$1,942.03, and

WHEREAS, the City will reimburse the SCHOOL 50% of the hourly wage of \$11.76, with the remaining maximum to be used to reimburse fringes, update Manual on Uniform Traffic Control Devices (MUTCD)-compliant guard clothing and portable equipment for existing location, and new MUTCD-compliant guard clothing and portable equipment for new locations,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and City Clerk are hereby authorized to execute the 28E Memorandum of Agreement with Linn Mar School for an adult guard program.

BE IT FURTHER RESOLVED, that the 28E Memorandum of Agreement with Linn Mar School be accepted and filed with the City of Cedar Rapids Finance Director.

PASSED_DAY_TAG

LEG_PASSED_FAILED_TAG

MayorSignature

Attest:

ClerkSignature

TERMS AND CONDITIONS

1. DEFINITIONS

The following words shall be defined as set forth below:

"Acceptance" means that the Agency has determined that one or more Deliverables satisfy the Agency's Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency's Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency's Acceptance Tests.

"Acceptance Criteria" means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

"Acceptance Tests" or "Acceptance Testing" mean the tests, reviews and other activities that are performed by or on behalf of Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

"Bid Proposal" or "Proposal" means the Contractor's proposal submitted in response to the RFP.

"Contract" means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the Special Terms, these General Terms for Services Contracts, any Special Contract Attachments, and all other attachments to the Contract Declarations & Execution Page(s) as signed by all parties.

"Contract Declarations & Execution Page(s)" means the document that contains basic information about the Contract and incorporates by reference these General Terms for Services Contracts, the Special Terms, and all other attachments to the Contract Declarations and Executions Page(s).

"Deficiency" means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

"Deliverables" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

"Documentation" means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

"RFP" means the Request for Proposals or Request for Bids (and any Addenda thereto) identified on the Contracts Declarations and Execution Page(s) that was issued to solicit the Deliverables that are subject to the Contract.

"Special Contract Attachments" means any attachment to this Contract indicated on the Contract Declarations & Execution Page(s).

"Special Terms" means the Contract attachment entitled "Special Terms" that contains terms specific to this Contract, including but not limited to the Scope of Work, contract payment terms, and any amendments to these General Terms and Conditions for Services Contracts. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the RFP, and the Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2. AVAILABILITY OF CONTRACT TO OTHER ENTITIES

All other agencies of the State of Iowa and all political subdivisions of the State of Iowa may make purchases pursuant to the Contract as permitted by the Competitive Bidding Document.

3. DURATION OF CONTRACT

The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, exercise any applicable extension by giving the Contractor written notice of the extension decision at least sixty (60) days prior to the expiration of the initial term or renewal term.

4. SCOPE OF WORK

The Contractor shall provide Deliverables that comply with and conform to the Specifications as set forth in Exhibit 1.

5. COMPENSATION

5.1 Pricing

The Contractor will be compensated in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work described in the Special Terms.

The Contractor shall submit, on the frequency established on the Contract Declarations & Execution Page(s) an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor’s performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

5.2 Reimbursement Expenses

The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.

5.3 Withholding Payments

In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to Contractor, in whole or in part, without penalty to the Agency or work stoppage by Contractor, in the event the Agency determines that:

5.3.1 Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or

5.3.2 Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency.

No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

5.4 Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against:

5.4.1 Any sum invoiced by, or owed to, Contractor under this Contract, or

5.4.2 Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency.

The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

6. TERMINATION

6.1 Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

6.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

6.1.2 The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;

6.1.3 The Contractor fails to comply with confidentiality laws or provisions;

6.1.4 The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

6.2 Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

6.2.1 Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

6.2.2 Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

6.2.3 Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;

6.2.4 Contractor terminates or suspends its business;

6.2.5 Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

- 6.2.6 Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- 6.2.7 The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- 6.2.8 Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- 6.2.9 Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- 6.2.10 Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - 6.2.10.1 Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
 - 6.2.10.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
 - 6.2.10.3 Making an assignment for the benefit of creditors;
 - 6.2.10.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
 - 6.2.10.5 Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

6.3 Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

6.4 Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- 6.4.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- 6.4.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- 6.4.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- 6.4.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or
- 6.4.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

6.5 Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 1.6.2), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 1.6.5 in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- 6.5.1 The payment of unemployment compensation to Contractor's employees;
- 6.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 6.5.3 Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 6.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- 6.5.5 Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

6.6 Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- 6.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- 6.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.

- 6.6.3 Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- 6.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- 6.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

6.7 Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

7. CONFIDENTIAL INFORMATION

7.1 Access to Confidential Information

The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Agency at all times.

7.2 No Dissemination of Confidential Information

No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied by the Agency to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

7.3 Subpoena

In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.

7.4 Reporting of Unauthorized Disclosure

The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.

- 7.5 If Contractor requests confidential treatment with respect to any information or material contained within its Bid Proposal and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in the proceeding or otherwise obtain an order restraining the release of such material from a court of competent jurisdiction. Agency may release the information or material with or without advance notice to Contractor if no judicial or administrative proceeding is initiated and Agency determines the

information or material is not confidential under Iowa or other applicable law, or if Contractor failed to properly request confidential treatment under the RFP, or if Contractor rescinds its request for confidential treatment.

7.6 Survives Termination

The Contractor's obligations under this section shall survive termination or expiration of this Contract.

8. INDEMNIFICATION

8.1 By the Contractor

The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

- 8.1.1 Any breach of this Contract;
- 8.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
- 8.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
- 8.1.4 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;
- 8.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

8.2 Survives Termination

Contractor's duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party.

9. INSURANCE

9.1 Insurance Requirements

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

9.2 Types and Amounts of Insurance Required

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

9.3 Certificates of Coverage

Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

9.4 Waiver of Subrogation Rights

The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

10. PROJECT MANAGEMENT AND REPORTING

10.1 Project Manager

At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the Deliverables being provided under this Contract.

10.2 Review Meetings

During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

10.3 Reports

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

10.3.1 Any event not within the control of the Contractor or the Agency that accounts for the problem;

10.3.2 Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;

10.3.3 Damages incurred as a result of any party's failure to perform its obligations under this Contract; and

10.3.4 Any request or demand by one party that another party believes is not included within the terms of this Contract.

10.4 Problem Reporting Omissions

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy under this Contract or at law or equity that the Agency may have. The Agency's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance or damages under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall be considered a valid notice under this Contract provided the parties required to receive notice are notified.

10.5 Change Order Procedure

The Agency may at any time request a modification to the Scope of Work using a change order. The following procedures for a change order shall be followed:

- 10.5.1 **Written Request:** The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.
- 10.5.2 **The Contractor's Response:** The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) business days of receiving the change order request.
- 10.5.3 **Acceptance of the Contractor Estimate:** If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.
- 10.5.4 **Adjustment to Compensation:** The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

11. LEGISLATIVE CHANGES

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

12. INTELLECTUAL PROPERTY

12.1 Ownership and Assignment of Other Deliverables

Contractor agrees that the State and Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by Agency, upon completion or termination of this Contract, Contractor will immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency.

12.2 Waiver

To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

12.3 Further Assurances

At the Agency's request, Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in this Contract.

13. WARRANTIES

13.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

13.2 Contractor represents and warrants that: (1) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party; (2) Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and (3) the Agency shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

13.3 Contractor represents and warrants that: (1) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (2) the Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at the Agency's request and at the Contractor's sole expense: (1) procure for the Agency the right or license to continue to use the Deliverable at issue; (2) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (3) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (4) accept the return of the Deliverable at issue and refund to the Agency all fees, charges and any other amounts paid by the Agency with respect to such Deliverable. In addition, Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

13.4 Contractor represents and warrants that the Deliverables (in whole or in part) shall: (1) be free from material Deficiencies; and (2) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. During the Warranty Period Contractor shall,

at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five business days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to the Agency's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist the Agency with questions, problems and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

13.5 Contracts represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Agency notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the Agency any fees or compensation paid to Contractor for the unsatisfactory services.

13.6 Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board, the Iowa Department of Administrative Services, and Iowa Office of the Chief Information Officer.

13.7 Obligations Owed to Third Parties

The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

14. ACCEPTANCE TESTING

Except as otherwise specified in the Scope of Work, all Deliverables shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Contractor with respect to any Deliverable, Contractor shall deliver a written notice to the Agency certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Tests; provided, however, that Contractor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide Contractor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Agency determines that a Deliverable satisfies its Acceptance Tests, the Agency shall provide Contractor with notice of Acceptance with respect to such Deliverable. If the Agency determines that a Deliverable fails to satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to Contractor with respect to any Deliverable, Contractor shall correct and repair such Deliverable and submit it to the Agency within ten (10) days of Contractor's receipt of notice of Non-acceptance so that the Agency may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Contractor has attempted to correct or repair

pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to:

- 14.1 Require Contractor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to Contractor;
- 14.2 Refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
- 14.3 Accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or
- 14.4 Terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 1.6.1 of this Contract, the Agency may terminate this Contract pursuant to this section without providing Contractor with any notice or opportunity to cure provided for in Section 1.6.1. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided Contractor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Final Acceptance with respect to such Deliverables. Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

15. CONTRACT ADMINISTRATION

15.1 Independent Contractor

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

15.2 Incorporation of Documents

To the extent this Contract arises out of an RFP, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFP and the Bid Proposal. The RFP and the Bid Proposal are incorporated into the Contract by reference, except that no objection or amendment by the Contractor to the provisions of the RFP shall be incorporated by reference into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the RFP and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Bid Proposal.

15.3 Intent of References to Bid Documents

The references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the RFP and the Bid Proposal. The failure of the parties to make reference to the terms of the RFP or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Bid Proposal. The contractual obligations of the Agency cannot be implied from the Bid Proposal.

15.4 Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.15.11, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

15.5 Procurement

Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

15.6 Non-Exclusive Rights

This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the term of this Contract.

15.7 Non-Supplanting Requirement

To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

15.8 Compliance with Iowa Code Chapter 8F

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

15.9 Amendments

This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.

15.10 Third Party Beneficiaries

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

15.11 Use of Third Parties

The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

15.12 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

15.13 Assignment and Delegation

Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

15.14 Integration

This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

15.15 Headings or Captions

The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

15.16 Not a Joint Venture

Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

15.17 Joint and Several Liability

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

15.18 Supersedes Former Contracts or Agreements

This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

15.19 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

15.20 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

15.20.1 At the time it is actually received; or

15.20.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or

15.20.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

15.21 Cumulative Rights

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

15.22 Severability

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

15.23 Time is of the Essence

Time is of the essence with respect to the Contractor's performance of the terms of this Contract. Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

15.24 Authorization

Contractor represents and warrants that:

15.24.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

15.24.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

15.25 Successors in Interest

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

15.26 Records Retention and Access

The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

15.26.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

15.26.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

15.26.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

15.26.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.

15.26.5 The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of five (5) years.

15.27 Audits or Examination of Records

15.27.1 Contractors that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after Contractor's receipt of the auditor's report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after Contractor's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

15.27.2 If a Contractor is independently audited but is not required to submit the audit report per the criteria in subsection 1.15.27.1 above, the Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Within fifteen (15) days following Agency's request, the Contractor shall also submit one (1) copy of the final audit report to the Agency.

15.27.3 The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing non-material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

15.27.4 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

15.28 Qualifications of Staff

The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

15.29 Solicitation

The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

15.30 Obligations Beyond Contract Term

This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the termination or expiration of this Contract.

15.31 Counterparts

The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

15.32 Delays or Impossibility of Performance

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and

to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

15.33 Suspensions and Debarment

The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or State Agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

15.34 Conflict of interest

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

15.35 Certification Regarding Sales and Use Tax

By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

15.36 Right to Address the Board of Directors or Others Managing Entity

The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The Agency determines appropriateness.

15.37 Repayment Obligation

In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

15.38 Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

15.39 Reporting Requirements

If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

15.40 Immunity from Liability

Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

15.41 Public Records

The laws of the State require procurement records to be made public unless otherwise provided by law.

15.42 Use of Name or Intellectual Property

Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

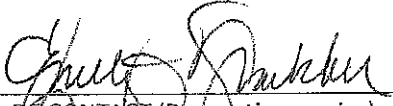
15.43 Taxes

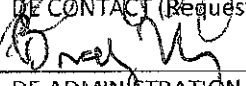
The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

15.44 No Minimum Guaranteed

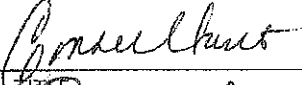
The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

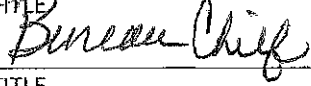
IN WITNESS WHEREOF, this Contract has been executed by the parties hereto:



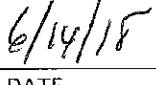
DE CONTACT (Requesting service)


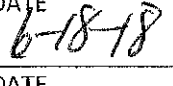
DE ADMINISTRATION



TITLE


TITLE



DATE


DATE

CONTRACTING AGENCY OR INDIVIDUAL

TITLE

DATE

DE AUTHORIZING SIGNATURE

TITLE

DATE

CONTRACTING PARTY: PLEASE SIGN, DATE, AND RETURN AN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE IOWA DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.


6/13/18

EXHIBIT 1: SCOPE OF WORK**Description of Services**

Linn-Mar Community School District will be participating in the Specially Designed Instruction (SDI) Usability Site Project. The District will have an SDI Team that supports the SDI work and will participate in all relevant project activities, including but not limited to:

- ✓ Training
- ✓ Coaching
- ✓ Data Collection
- ✓ Provision of Feedback
- ✓ Face-to-face trainings and webinars

Any materials to be purchased with these funds must receive prior approval following processes established by project staff at the Department.

The \$30,000 can be used for any of the following purposes:

- Hotel at \$98 plus tax per night, per person (will need \$0 balance receipts for reimbursement for each person)
- Meals for each person during travel time - \$43 per person, per day
 - Limits are \$8 for breakfast, \$12 for lunch, and \$23 for dinner
- Mileage from District to Meeting sites and return - \$0.39 per mile
 - Mileage and meals are only reimbursable during travel times away from the District (e.g. the grant can reimburse travel for District personnel if they are meeting at their AEA or the AEA is located in a different city than the District)
- Parking (will need receipts for reimbursement)
- Sub-Pay of up to \$150 per day
- Stipend pay for time spent working off-contract for the project. The stipend will be a maximum of \$200 per day
- Professional learning and/or training - attend or pay for training to implement assessment/instructional materials/resources/strategies (registration receipt and pre-approval required for training outside grant sponsored events.)
 - Out-of-state travel with pre-approval from the Department
- Materials - this pertains to diagnostic assessment materials, intervention and/or instructional materials or resources. Can apply to books for participating teachers and professional development and training (these purchases must be approved by the Department Project Coach and the appropriate forms must be submitted to the Department Coach prior to ordering).

Performance Measures/Deliverables

The District will participate in trainings, complete project activities and provide evaluation data.

As a participant in the SDI work for the year, the District will be expected to determine the staff for the roles needed and will have tasks to complete throughout the project.

EXHIBIT 2: BUDGET

COMPENSATION: As indicated and in accordance with the stated terms below.

- \$30,000.00 Contract is for actual costs estimated as itemized below in the "Associated Costs" section.
- \$0.00 Contract is for a specified fee for a max of (Number) (Units) at \$ per (Unit).
- \$30,000.00 TOTAL CONTRACT AMOUNT NOT TO EXCEED AMOUNT SHOWN ON THIS LINE

ASSOCIATED COSTS: Only the items designated are covered; required documentation is indicated under the "Other Conditions/ Requirements" section. A budget shall be submitted. (Estimated costs shown)

\$0.00 TRAVEL: FROM TO AND RETURN via means and for the amounts shown:
 Air Coach \$ Auto \$ (\$0.39/mile) Taxi \$ Parking \$
 Other \$ (ITEMIZE)

NOTE: ALL OUT-OF-STATE TRAVEL (from Iowa to another state) MUST BE APPROVED BY THE DEPARTMENT PRIOR TO ANY TRAVEL ARRANGEMENTS BEING MADE OR TRAVEL OCCURRING.

\$0.00 MEALS: Actual and necessary; not to exceed the following amounts and rates:
 Breakfast: @ \$ ea Lunch: @ \$ ea Dinner: @ \$ ea
 **Vendor must leave home before 6:00am to claim breakfast; and must return home after 7:00pm to claim dinner.
 Reimbursement shall be per state established guidelines unless otherwise noted above: Breakfast \$8/Lunch \$12
 (unless provided)/Dinner \$23. Alcohol is not a reimbursable expense.

\$0.00 LODGING: Number of nights , not to exceed \$ per night, plus tax of \$

\$30,000.00 OTHER: (ITEMIZE) See Exhibit 1

Other Considerations/Requirements. Unless otherwise stipulated, the rates and requirements listed below shall apply:

1. Reimbursement shall be limited to the State of Iowa reimbursement rates:
 - o Mileage Reimbursement: \$0.39 per mile
 - o Lodging and Meal Reimbursement rates: as designated under "Associated Costs" section above.
 - o Receipts: Must be submitted with a signed claim when the contract is with an individual. Legible itemized original receipts are required for Travel, Lodging (must show a \$0 balance), and other reimbursable expenses, excluding meals. Credit card receipts are not acceptable
2. The following expenses are specifically referenced:
 - o TRAVEL: Air coach, taxi fares, related parking fees and car rental
 - o MEALS: Detailed itemized expense log listing each meal with dates, times, and amounts noted
 - o LODGING: Reimbursement approved only for those residing outside the designated meeting site. Lodging must be outside the Contracting Party's domicile
 - o OTHER: Registration fees and other items (as designated under "Associated Costs" section) require receipts unless specified otherwise.

The DE reserves the right to request receipts as necessary to: (1) validate any expense claim and (2) adjust reimbursable rates and policies for in-state and out-of-state travel in order to remain in compliance with DAS State Accounting Policy and/or Iowa Code. Proper notice of changes, if applicable, will be issued unilaterally to vendors.

Proposal for support

Linn – Mar Community School District 2018

Full Name: Ronald Roybal

Social Security or Tax ID#: 523-53-9535

Organization/Business: University Of Colorado Denver

Business Information	Home Information
Mailing Address: _____	Mailing Address: <u>12687 W Aqueduct Dr</u>
City, State, Zip: _____	City, State, Zip: <u>Littleton Co 80127</u>
Telephone: _____	Telephone: <u>303-903-8026</u>
Fax: _____	Fax: _____

Preferred E-Mail Address: f_roybal@yahoo.com

SERVICES and DELIVERABLES
Professional Development Training - Training Topics
<p>LEAP Overview</p> <p>Tier 1 – Importance of Building a Relationships and Classroom Management and Organization</p> <p>Tier 2 – Importance of Peer Pro-Social Skills</p> <p>Tier 3 – Understanding Behaviors</p> <p>Data collection</p> <ol style="list-style-type: none"> 1. Two professional development training days will be provided. Training dates to be determined. Topics listed above. 2. Training site will be provided by Linn-Mar Community School District
Ongoing classroom support utilizing Practice-based Coaching strategies
<p>Practiced-based coaching</p> <ol style="list-style-type: none"> 1. Classroom support will be provided to classroom (classrooms will be picked by Lin-Mar School District) 2. Training will include a minimum of 2 onsite contact days in classrooms per week per visit in Lin-Mar Community School District over the course of the school year 3. Total of 4 weeks of support 4. Total of 8 contact days over 4 weeks throughout the year.

Training Fees

This agreement is between the Linn- Mar Community School District and Ronald Roybal

The Agreement is effective as of July 1, 2018 and terminates on June 30, 2019. This Agreement may be extended beyond the Initial Term by the written mutual agreement of both parties.

PAYMENT: Ronald Roybal shall submit an invoice to Linn-Mar Community School District upon completion of visits. Invoices will state the period and days for which payment is being requested. Invoices will be sent to:

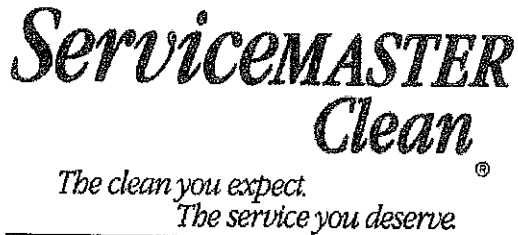
Linn-Mar Community School District
Attn:
Marion, IA 52302

Payment is due within 30 days of invoice date.

Remit to:

Ronald Roybal
12687 W Aqueduct Dr
Littleton Co 80127

Travel Cost:	\$ <u>2,000.00</u> Per Visit
Presenter Fee	\$ <u>1,500</u> Per Day
Coaching Fee:	\$ <u>1,500</u> Per day
Total:	\$ <u>27,000</u>



Theresa Malone
General Manager

Cedar Rapids Office
5511 6th Street SW
Cedar Rapids, IA 52404

Phone: 319-364-1467

ServiceMaster Contract Cleaning Services Agreement

AGREEMENT made this day of **1st of August, 2018**, by and between **Service Ventures, Inc.** (hereinafter called "ServiceMaster") and the **Linn Mar High School Sports Complex** (hereinafter called "CLIENT") WHEREAS, ServiceMaster conducts a janitorial service rendered on an individual contract basis in commercial facilities, office buildings, schools, stores and other locations, as an independent business licensed by ServiceMaster Residential/Commercial Services ("Franchisor") and not as an agent or partner of its Franchisor; WHEREAS, CLIENT desires ServiceMaster to supply contract cleaning services to the properties commonly known as **Linn Mar High School Sport Complex** located at 3111 North 10th Street, Marion IA 52302.

NOW THEREFORE, the parties hereto agree as follows:

- 1) **TASK SCHEDULE** - Beginning on **August 1, 2018**. ServiceMaster will provide contract cleaning services for the areas to be serviced described in the "Task Schedule", a true and accurate copy of which is attached as Exhibit A to this Agreement.
- 2) **PERSONNEL** - All personnel furnished by ServiceMaster are employees of ServiceMaster, and ServiceMaster will pay all salaries and expenses of, and all federal and state taxes relating to such personnel. For all purposes of this contract, ServiceMaster will be considered an independent contractor of the CLIENT, and will not act as an agent, servant or employee of the CLIENT, or make any commitments or incur any obligations on behalf of the CLIENT without its express written consent. CLIENT may request the removal of any ServiceMaster employee whose conduct is unsatisfactory to CLIENT.
- 3) **COVENANTS** - During the term of this Agreement and for one (1) year thereafter, the CLIENT shall not directly or indirectly, hire any person employed by ServiceMaster. CLIENT shall not, at any time, disclose to any competitor any pricing or bid information designated as confidential by ServiceMaster.
- 4) **TERMS** - The terms of the Task Schedule or of the price stated in paragraph 5, may be modified at any time by the mutual execution of a written change order.

All executed change orders shall become part of this Agreement. ServiceMaster will give the CLIENT thirty (30) days prior notice of any price change for services rendered pursuant to the Task Schedule.

CLIENT will notify ServiceMaster of any changes in service times; any alterations to the furnishings, floor, wall or ceiling surfaces at the CLIENT'S premises; or any other change which affects the Task Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of one (1) year, and shall automatically renew for one (1) year periods unless terminated.

5) PAYMENT - The CLIENT shall make payment to ServiceMaster for services rendered at the rate of **\$ 22.00/ hour** . The first billing will be made on the first day services are rendered and shall be payable in thirty (30) days.

Subsequent billings and due dates will be monthly.

6) ServiceMaster will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.

7) INSURANCE - ServiceMaster shall provide the insurance coverage set forth below, and deliver to CLIENT certificates of insurance upon request:

a) COMPREHENSIVE LIABILITY

Personal Injury Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
Property Damage Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate

b) WORKER'S COMPENSATION COVERAGE

\$100,000 or as required by law.

8) TERMINATION - This Agreement may be terminated by either party by giving thirty (30) days written notice.

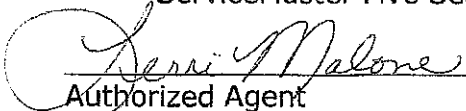
9) This Agreement contains all of the covenants and agreements between the parties, and may not be modified except in writing, signed by both parties.

By: Linn Mar High School

Authorized Agent

Address: 3111 North 10th Street
Marion, IA 52302

By: Terri Malone
General/Sales Manager
ServiceMaster Five Seasons Janitorial


Authorized Agent

Address: PO Box 1865
Cedar Rapids, IA 52406

ServiceMaster

EXTENT OF SERVICE

FREQUENCY OF SERVICE CODES

Floors Resilient and Hard

D - Daily
W - Weekly
M - Monthly
Q - Quarterly
SA - Semi-Annually

A - Annually
xW - x Per Week
xM - x Per Month
xY - X Per Year
AD - As Directed (Extra Cost)

		Frequency Code
1. Sweep and damp mop.		D
2. Carpet extractiobn	.15/sq ft	AD
3. Scrub to remove scuff & heel marks. Refinish to maintain protective coating and gloss.		AD
4. Strip, clean, refinish and machine polish.		NA
5. Machine scrub non-finished floors.		AD

Windows

		Frequency Code
1. Clean perimeter exterior	Office Plant	
2. Clean perimeter inside	Office Plant	AD

Plant or Factory Areas

Specify:

		Frequency Code



Linn-Mar Community School District Facility Request Form

Date June 20, 2018

I request permission to use the Pool at LM Aquatic Center
Room Name School Building

For the time period TH: 3:00pm—8:00 pm on Thursday & Saturday October 11 & 13
S: 10:30am—3:30 pm Specify AM or PM Day of the Week Date(s)

for ongoing use throughout the school year, attach a separate page listing all days/dates requested

For the purpose of 2018 Mississippi Valley Conference Women's Swimming/Diving Championships

Maximum attendance expected 400-500 Time event begins See times above

The undersigned individual or organization, by its authorized representative, agrees that all rules and regulations of the Linn-Mar Community School District will be strictly adhered to by all persons attending the meeting or event as set forth above. In addition, the room is to be left as it was found and the lights turned off. The undersigned will be responsible for insuring that those persons attending the event will utilize only the room(s) as indicated above and the halls and entrances thereto. The undersigned individual or organization shall be responsible for payment for any damages done to the building, the room or any of its contents, by any person attending the event which it is the sponsor.

The undersigned individual or organization hereby releases Linn-Mar Community School District, its agents and employees and agrees to indemnify Linn-Mar Community School District and hold Linn-Mar Community School District harmless from any and all property damage and bodily injury claims arising out of or resulting from his/her or its negligence during the use of the room as indicated above, including any expenses and attorney fees which Linn-Mar Community School District may incur in defending any such claim. **Each individual or organization is required to furnish a certificate of insurance evidencing commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

Additional Requests: Pending Board approval, renter will be charged \$100 per hour facility rental plus \$10 per hour for life guards on duty (two lifeguards expected for duration of meet). Custodian charges will be \$30 per hour. All other facility use charges waived.

Contact Name Tom English Organization Wabasha Catholic H.S.
 Signature Tom English Phone 563-583-9771
 Address 2025 Kane St E-Mail tenglish@holyfamilydbq.org
Dubuque IA
52001

For Office Use Only

Request Approved Request Denied
 Date Received _____

Board President Signature/Date
[Signature] 7-3-18

Business Services Signature/Date

Return Form To:
 Linn-Mar Learning Resource Center
 Attn: Sarah Offerman
 2999 N. 10th St.
 Marion, IA 52302
 E-Mail: sofferman@linnmar.k12.ia.us



Fund Raising Request Form

Completed request forms for the **2017-18** school year are to be submitted to the Business Manager, LRC, according to the following schedule:

Request Due to the LRC	Board Meeting Date	Activity Start Date
1st day of School	1st Sept. Meeting	Day after meeting
Last day before Thanksgiving	December meeting	Day after meeting
Last day before Spring Break	1st April meeting	Day after meeting

Important Note: A Fund Raising Project Summary is **due 6 weeks after the activity ends**. Proceeds should be spent during the year the funds were raised. All groups are required to submit a request for each activity to the Business Manager specifying how all fund raising proceeds are to be spent.

School Name High School Sponsoring Group Girls Swim/Dive
 Contact Name Bobby Kelley Contact Phone 892-4800
 Contact E-Mail bkelley@linnmar.k12.ia.us District Account 6871

Description of Activity	
<i>*all information must be provided in order to be approved*</i>	
Fund Raising Activity	<u>Poster - Ad Sales</u>
Activity Date(s)	<u>August 2018</u>
Estimated Proceeds	<u>\$250</u>
Purpose and Use of Funds (MUST BE SPECIFIC)	<u>Team Equipment</u>

** I am approving that this request is necessary to provide funds for the purpose described above.*

Building Admin

Signature of Approval

7/2/18
Date

Office Use Only		Summary Due Date:
Business Manager Review:	 <u>7/2/18</u> Date	_____
School Board Review/Approval:	_____ Date	_____



Fund Raising Request Form

Completed request forms for the 2017-18 school year are to be submitted to the Business Manager, LRC, according to the following schedule:

Request Due to the LRC	Board Meeting Date	Activity Start Date
1st day of School	1st Sept. Meeting	Day after meeting
Last day before Thanksgiving	December meeting	Day after meeting
Last day before Spring Break	1st April meeting	Day after meeting

Important Note: A Fund Raising Project Summary is due 6 weeks after the activity ends. Proceeds should be spent during the year the funds were raised. All groups are required to submit a request for each activity to the Business Manager specifying how all fund raising proceeds are to be spent.

School Name High School Sponsoring Group Cards Swim - Dive
 Contact Name Bobby Kelley Contact Phone 892-4800
 Contact E-Mail b.kelley@linn-mar.k12.ia.us District Account 6971

Description of Activity

all information must be provided in order to be approved

Fund Raising Activity Team Clothing Sales

Activity Date(s) July - August 2018

Estimated Proceeds 200⁰⁰

Purpose and Use of Funds (MUST BE SPECIFIC) Team Equipment

*** I am approving that this request is necessary to provide funds for the purpose described above.**

Building Admin [Signature] 7-2-18
 Signature of Approval Date

<p>Business Manager <u>[Signature]</u> Office Use Only</p> <p>Review: <u>7/2/18</u> Date</p> <p>School Board</p> <p>Review/Approval: _____ Date</p>	<p>Summary Due Date:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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School Finance Report May 31, 2017

92% 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)	\$54,900,000			\$4,305,934	\$4,296,522	\$41,870,717	76.3%		\$13,029,283		
2) Support Services(2000-2999)	\$26,400,000			\$1,972,372	\$2,047,890	\$21,464,290	81.3%		\$4,935,710		
3) Non-Instructional(3000-3999)	\$4,038,000			\$340,846	\$351,239	\$3,226,639	79.9%		\$811,361		
4) Other Expenditures((4000-5299)	\$41,418,091			\$18,581,833	\$1,543,980	\$40,716,188	85.1%	w/o transf	\$701,903		
Total	\$126,756,091			\$ 25,200,985	\$ 8,239,631	\$ 107,277,834	80.3%	w/o transf	\$19,478,257		
Interfund Transfers	\$7,161,226			\$ 495,935	\$ 495,935	\$5,455,290	76.2%		\$1,705,936		
Operating Fund-10	\$80,197,783	\$10,126,244	\$72,096,346	\$6,399,636	\$6,482,693	\$62,578,779	78.0%		17,619,004	9,517,567	19,643,811
Activity-21	\$1,375,000	\$555,799	\$1,120,620	\$71,040	\$72,738	\$839,818	61.1%		535,182	280,802	836,601
Management-22	\$1,145,000	\$2,013,570	\$1,139,465	(\$102)	\$250	\$1,140,389	99.6%		4,611	(924)	2,012,646
PERL-24	\$423,000	\$320,776	\$258,949	\$28,715	\$5,738	\$119,564	28.3%		303,436	139,385	460,161
SAVE-33	\$1,825,000	\$7,031,752	\$5,208,289	\$552,881	\$622,706	\$6,440,900	352.9%		(4,615,900)	(1,232,610)	5,799,142
Other Capitol Projects-35	\$5,000,000	\$4,957,033	\$3,879	\$162,502	\$608,387	\$4,960,912	99.2%		39,088	(4,957,033)	0
PPEL-36	\$5,860,000	\$3,478,709	\$3,513,697	\$414,705	\$60,050	\$4,614,509	78.7%		1,245,491	(1,100,812)	2,377,897
Debt Service-40	\$11,022,633	\$4,236,478	\$25,346,940	\$17,216,634	\$28,220	\$23,367,738	212.0%		(12,345,105)	1,979,202	6,215,680
Nutrition-61	\$3,585,000	\$1,153,321	\$2,909,360	\$329,610	\$325,948	\$2,982,160	83.2%		602,840	(72,800)	1,080,521
Aquatic Center-65	\$275,000	\$136,654	\$273,123	\$23,721	\$31,042	\$201,285	73.2%		73,715	71,839	208,492
Student Store-68	\$25,000	\$1,811	\$30,980	\$1,643	\$1,859	\$31,780	127.1%		(6,780)	(800)	1,010
Total	\$110,733,416	\$34,012,147	\$111,901,649	\$25,200,985	\$8,239,631	\$107,277,834	96.9%		3,455,582	4,623,815	38,635,962
Interfund Transfers	\$7,161,226		\$4,959,355	\$495,935	\$495,935	\$5,455,290	0.0%		1,705,936		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2016-2017

Date Range: 05/01/2017 - 05/31/2017

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	20,305,590.84	6,257,233.28	6,791,126.84	19,771,697.28
10.0002.0000.000.0000.101000	CASH IN BANK	2,512.00	1.96	0.00	2,513.96
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,941.94	3,941.94	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	744,486.78	330,291.63	245,102.79	829,675.62
22.0006.0000.000.0000.101000	CASH IN BANK	1,779,284.44	233,361.91	0.00	2,012,646.35
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,470.20	3,470.20	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	478,514.52	10,380.78	28,715.17	460,180.13
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	321,500.00	0.00	0.00	321,500.00
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111011	1.555 RESERVE CD	694,000.00	0.00	0.00	694,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,012,819.77	491,563.00	553,740.98	950,641.79
35.0003.0000.000.0000.101000	CASH IN BANK	162,501.53	223,892.64	386,394.17	0.00
36.0003.0000.000.0000.101000	CASH IN BANK	2,617,638.66	178,362.90	418,104.67	2,377,896.89
40.0003.0000.000.0000.101000	CASH IN BANK	22,779,408.73	652,905.21	17,216,634.38	6,215,679.56
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	198,264.72	198,264.72	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,400,250.71	304,175.84	347,096.28	1,357,330.27
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	21,253.17	21,253.17	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	185,427.31	26,823.27	24,532.57	187,718.01
68.0002.0000.000.0000.101000	CASH IN BANK	1,927.89	15,270.89	15,888.53	1,310.25
		56,281,947.10	8,951,193.34	26,254,266.41	38,978,874.03

End of Report

School Finance Report

May 31, 2018

92% 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)	\$57,300,000			\$4,649,991	\$5,689,563	\$43,983,456	76.8%		\$13,316,544		
2) Support Services(2000-2999)	\$27,606,000			\$2,055,733	\$2,349,480	\$22,086,742	80.0%		\$5,519,258		
3) Non-Instructional(3000-3999)	\$4,176,000			\$338,779	\$359,904	\$3,156,299	75.6%		\$1,019,701		
4) Other Expenditures(4000-6299)	\$20,131,272			\$2,815,736	\$61,561	\$18,679,454	69.4%	w/o transf	\$1,451,818		
Total	\$109,213,272			\$ 9,860,238	\$ 8,460,507	\$ 87,905,952	76.2%	w/o transf	\$21,307,320		
Interfund Transfers	\$6,250,690			\$ 419,582	\$ -	\$4,703,004	75.2%		\$1,547,686		
Operating Fund-10	\$83,117,078	\$10,394,825	\$74,968,933	\$6,847,096	\$7,924,471	\$65,420,205	78.7%		17,696,873	9,548,728	19,943,553
Activity-21	\$1,600,000	\$760,424	\$1,166,622	\$99,109	\$73,158	\$969,824	60.6%		630,176	196,797	957,221
Management-22	\$1,201,000	\$2,021,542	\$1,087,090	\$0	\$0	\$1,004,518	83.6%		196,482	82,573	2,104,115
PERL-24	\$466,000	\$450,338	\$272,536	\$2,968	\$25,508	\$139,392	29.9%		326,608	133,144	583,482
SAVE-33	\$5,425,000	\$6,623,707	\$5,659,388	\$438,962	(\$2,055)	\$7,088,387	130.7%		(1,663,387)	(1,428,999)	5,194,708
Other Capitol Projects-35	\$0	\$0	\$0	\$0	\$0	\$0	0.0%		0	0	0
PPEL-36	\$2,865,000	\$871,058	\$3,588,916	\$80,260	\$75,023	\$1,943,789	67.8%		921,211	1,645,127	2,516,185
Debt Service-40	\$10,389,194	\$4,339,699	\$8,287,645	\$2,050,456	\$0	\$8,202,401	79.0%		2,186,793	85,244	4,424,943
Nutrition-61	\$3,750,000	\$1,052,889	\$3,233,612	\$318,228	\$335,749	\$2,884,760	76.9%		865,240	348,852	1,401,741
Aquatic Center-65	\$350,000	\$148,469	\$276,876	\$23,097	\$27,250	\$213,921	61.1%		136,079	62,954	211,423
Student Store-68	\$50,000	\$1,748	\$42,989	\$62	\$1,404	\$38,754	77.5%		11,246	4,235	5,982
Total	\$109,213,272	\$26,664,699	\$98,584,607	\$9,860,238	\$8,460,507	\$87,905,952	80.5%		21,307,320	10,678,655	37,343,354
Interfund Transfers	\$6,250,690		\$4,703,004	\$0	\$0	\$4,703,004	0.0%		1,547,686		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2017-2018

Date Range: 05/01/2018 - 05/31/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	19,272,532.26	6,445,670.64	6,701,662.32	19,016,540.58
10.0002.0000.000.0000.101000	CASH IN BANK	4,976.67	2.56	2,445.92	2,533.31
10.0008.0000.000.0000.101000	CASH IN BANK	1,004,781.84	1,280.06	0.00	1,006,061.90
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,497.63	3,497.63	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	901,104.15	333,349.54	277,805.03	956,648.66
22.0006.0000.000.0000.101000	CASH IN BANK	1,952,898.62	151,215.91	0.00	2,104,114.53
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,055.54	3,055.54	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	570,797.79	17,722.94	4,967.94	583,552.79
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,244,317.83	577,306.72	438,961.82	1,382,662.73
36.0003.0000.000.0000.101000	CASH IN BANK	2,387,183.07	209,261.56	80,259.73	2,516,184.90
40.0003.0000.000.0000.101000	CASH IN BANK	5,840,386.71	635,012.34	2,050,456.25	4,424,942.80
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	182,426.12	182,426.12	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,492,088.92	318,523.12	326,403.75	1,484,208.29
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	15,727.82	15,727.82	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	216,608.48	22,799.91	25,370.63	214,037.76
68.0002.0000.000.0000.101000	CASH IN BANK	4,712.39	1,332.00	61.95	5,982.44
		38,688,472.65	8,918,184.41	10,113,102.45	37,493,554.61

End of Report