

**School Board Work Session Minutes  
November 5, 2018**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Lausen, Mehaffey, Nelson, Wall, Weaver, and AbouAssaly. Absent: Isenberg.

**200: Adoption of the Agenda *Motion 063-11-05***

Motion by Weaver to adopt the agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

**300: Work Session**

**301: Board Learning**

Joe Crozier, former Grant Wood Area Education Agency Chief Administrator, facilitated a learning session on what it means to be an effective board. Discussion topics included the roles of board members (vision, structure, accountability, and advocacy); the differences between operational and strategic activities; honoring one another as team members; establishing and abiding by operating principles and norms; utilizing appropriate processes to resolve conflicts, make decisions, establish priorities, and gather stakeholder input; open communication with the superintendent; understanding the difference between public meetings and doing business in the public; establishing consistent procedures to address public concerns/suggestions; understanding that official business is conducted by the full board and not individual members; asking for and utilizing data; establishing board goals; continued education on boardsmanship, emerging trends, and practices; and understanding symbolic nature of the leadership role.

**400: Adjournment *Motion 064-11-05***

Motion by AbouAssaly to adjourn the work session at 6:24 PM, second by Wall. Voice vote, all ayes. Motion carried.

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Sondra Nelson, Board President

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JT Anderson, Board Secretary

**School Board Regular Meeting Minutes  
November 5, 2018**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Community School District Board of Education regular meeting was called to order at 7:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Mehaffey, Nelson, Wall, Weaver, AbouAssaly, and Lausen. Absent: Isenberg.

**200: Adoption of the Agenda *Motion 065-11-05***

Motion by AbouAssaly to adopt the agenda as presented, second by Weaver. Voice vote, all ayes. Motion carried.

**300: Audience Communications**

**400: Informational Reports**

**401: Policy Committee – Oct 23<sup>rd</sup> (*Refer to exhibit 601.1*)**

The committee reviewed the 700 series, various IASB policy suggestions, and policies regarding meal charges due to changes in Iowa Code. The committee discussed the enforcement of no negative balances for adults, including teachers and staff. Changes to Iowa Code now allows districts to set up funds for donations that can be used for assisting students in need.

**402: Cabinet Updates – Exhibit 402.1**

Superintendent Bisgard highlighted the professional learning day agendas and Parent University.

**500: Unfinished Business**

**501: Bond Sale Update – Exhibit 501.1**

JT Anderson, Chief Financial/Operating Officer, shared a handout regarding the bid process for the issuance of general obligation school bonds, series 2018, for the construction of the two 5<sup>th</sup>-6<sup>th</sup> grade intermediate buildings. The board will review the document with a motion to approve during the November 19<sup>th</sup> meeting. There will be a special board meeting on December 3<sup>rd</sup> to approve the bid.

**502: Early Separation Update**

Superintendent Shannon Bisgard recommended the board approve the 22 early separation requests received and shared that the policy on early separation will be reviewed to ensure budgeting consistency for future years.

**600: New Business**

**601: First Reading of Policy Recommendations – Exhibit 601.1 *Motion 066-11-05***

Motion by Wall to approve the first reading of the policy recommendations as presented, second by Weaver. Voice vote, all ayes. Motion carried.

- 105.1 Equal Educational Opportunity
- 105.1-R Administrative Regulations Regarding Equal Educational Opportunity Grievance Procedures
- 105.1-E1 Annual Notice of Non-Discrimination
- 105.1-E2 Continuous Notice of Non-Discrimination
- 105.1-E3 Notice of 504 Student/Parental Rights
- 201.4 Board of Directors Elections
- 201.7 Board of Directors Term of Office
- 400.1 Educational and Employment Equity
- 400.2 Equal Employment Opportunity
- 403.13 Harassment/Workplace Bullying
- 403.14 Sexual Harassment
- 403.15 Procedures for Charging/Investigating Allegations of Abuse of Students by School Employees
- 500.1 Objectives for Equal Educational Opportunities for Students
- 602.18 Instruction at a Post-Secondary Educational Institution
- 605.3 Graduation Requirements
- *The full 700 series was reviewed with changes recommended for:*
  - 702.1 Nutrition Services Program
  - 702.1-R Administrative Regulations Regarding Meal Charges
  - 702.4 Eligibility for Free or Reduced Cost Meals
- 802.6 Investments
- 803.1 Purchasing – Bidding
- 807.1 Radiological Emergency
- 1004.1-R1 Administrative Regulations Regarding Community Use of Buildings/Sites/Equipment
- 1004.1-E2 Rental Fees
- 1004.2-E1 Stadium Fees
- 1004.8-E1 Aquatic Center Fees

#### **602: Open Enrollment Requests *Motion 067-11-05***

Motion by AbouAssaly to approve the open enrollment requests as presented, second by Mehaffey. Voice vote, all ayes. Motion carried.

#### **Approved OUT**

| Name        | Grade            | Requested District | Reason     |
|-------------|------------------|--------------------|------------|
| Kelly, Anna | 11 <sup>th</sup> | CAM                | Good cause |

#### **700: Consent Agenda *Motion 068-11-05***

Motion by Wall to approve the consent agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

#### **701: Personnel**

##### **Classified Staff: Assignment/Reassignment/Transfer**

| Name               | Assignment   | Dept Action | Salary Placement   |
|--------------------|--|-------------|--------------------|
| Boddicker, Katie   | NE: Student Support Assoc - from 7 to 7.25 hours/day | 11/19/18    | Same               |
| Cochet, Sandrine   | HS/LG: ELL Associate                                 | 11/8/18     | LMSEAA II, Step 10 |
| Lorenz, Leslie     | WF: ELL Associate                                    | 11/1/18     | LMSEAA II, Step 10 |
| Name               | Assignment   | Dept Action | Salary Placement   |
| Meyer, Brian       | EX: Custodian  | 11/7/18     | SEIU C, Step 1     |
| Releford, Shakira  | NE: Part-time Student Support Associate              | 11/19/18    | LMSEAA II, Step 6  |
| Sterns, Kenni      | AC: Swim Lesson Coordinator                          | 10/26/18    | \$15.00/hour       |
| Van Maanen, Morgan | Four Oaks: Student Supervisor                        | 10/29/18    | \$15.00/hour       |

**Classified Staff: Resignation**

| Name                   | Assignment                    | Dept Action | Reason     |
|------------------------|-------------------------------|-------------|------------|
| Avila, Michaela        | EH: Student Support Associate | 11/1/18     | Personal   |
| Caicedo, Ana           | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Costache, Abigail      | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Culver, Katie          | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Ford, Karin            | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Gabriel, Cuyler        | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Jackson, Markea        | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Lawson, Louanne        | LRC: Administrative Assistant | 11/30/18    | Retirement |
| Pajunen, Taylor        | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Peng, Matt             | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Sanchez Portillo, Ivan | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Shepherd, Vivian       | AC: Aquatic Instructor        | 6/1/18      | Relocation |
| Vana, Zachary          | AC: Aquatic Instructor        | 10/25/18    | Personal   |
| Walters, Luke          | HS: Student Support Associate | 11/2/18     | Personal   |

**Co-Curricular: Assignment/Reassignment/Transfer**

| Name          | Assignment  | Dept Action | Salary Placement |
|---------------|---|-------------|------------------|
| Derlein, Chad | HS: Assistant Boys Varsity Swim Coach                       | 10/23/18    | \$3,213          |
| Ryan, Madison | HS: From Assistant 9/10 to Assistant Varsity Softball Coach | 10/30/18    | \$4,285          |

**Co-Curricular: Resignation**

| Name         | Assignment                      | Dept Action | Reason   |
|--------------|---------------------------------|-------------|----------|
| Takaoka, Sho | HS: Assistant Boys Soccer Coach | 11/1/18     | Personal |

702: Approval of October 22<sup>nd</sup> Minutes – Exhibit 702.1

703: Approval of Bills – Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-7

1. Bond counsel and disclosure counsel engagement agreement with Ahlers Cooney
2. Host contract with Marzano Research for guest speaker Tammy Heflebower
3. Agreement addendum with Recover Health of Iowa for nursing services for three students
4. Independent contractor agreement with Carey Bostian
5. Independent contractor agreement with Mic Evans
6. Independent contractor agreement with Miera Kim
7. Independent contractor agreement with Michelle Blair
8. Interagency agreements for special education with Cedar Rapids CSD (2), Center Point-Urbana CSD (1), Central City CSD (1), East Buchanan CSD (1), and North-Linn CSD (1). *For student confidentiality, exhibits not provided.*

705: 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: mop buckets, bubble bead filters, and a van.*

**800: Board Communications/Calendar/Committees/Advisories**

801: Board Communications

Congratulations were extended to all co/extra-curricular teams for their successes this year.



## 802: Board Calendar

| Date           | Time               | Event  | Location                       |
|----------------|--------------------|--|--------------------------------|
| November 7     | 4:00 PM            | School Improvement Advisory Committee                | LRC Room 6                     |
| November 8     | 5:30 PM            | Marion City Council                                  | City Hall                      |
| November 9     | 7:45 AM            | Board Visit ( <i>RSVPs Rcvd: Nelson and Weaver</i> ) | Echo Hill Elementary           |
| November 14-15 | All Day            | IASB Conference                                      | Des Moines                     |
| November 19    | 5:00 PM<br>7:00 PM | Board Work Session<br>Board Regular Meeting          | Linn-Mar High School           |
| November 28    | 11:30 AM           | Policy/Governance Committee                          | Superintendent's Conference Rm |
| November 30    | Noon               | Board Visit ( <i>RSVPs Rcvd: Nelson and Weaver</i> ) | High School                    |
| Date           | Time               | Event  | Location                       |
| December 6     | 7:30 AM            | Finance/Audit Committee                              | LRC Room 203                   |
| December 6     | 5:30 PM            | Marion City Council                                  | City Hall                      |
| December 10    | 5:00 PM            | Board Regular Meeting <b>Only</b>                    | LRC Boardroom                  |
| December 20    | 5:00 PM            | Marion City Council                                  | City Hall                      |

## 803: Committees/Advisories

| Committees/Advisories                           | Board Representatives          |
|---|--------------------------------|
| Finance/Audit Committee                         | AbouAssaly, Lausen, and Nelson |
| Policy/Governance Committee                     | Isenberg, Wall, and Weaver     |
| Career & Technical Education Advisory Committee | Nelson                         |
| School Improvement Advisory Committee           | AbouAssaly                     |
| Iowa BIG Advisory Board                         | Isenberg                       |
| Facilities Advisory Committee                   | Nelson and AbouAssaly          |

## 900: Adjournment **Motion 069-11-05**

Motion by Lausen to adjourn the regular meeting at 7:34 PM, second by AbouAssaly. Voice vote, all ayes. Motion carried.

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Sondra Nelson, Board President

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JT Anderson, Board Secretary

# “Effective Boards”



Linn Mar Board of Education

November 5, 2018

Joe Crozier, Facilitator



1. Act in an appropriate role as governing board members.

- Responsibility: Four Key Roles
  - Vision
  - Structure
  - Accountability
  - Advocacy



# 1. Act in an appropriate role as governing board members.

- Vision: The board creates a shared vision of the organization's work.
  - Keeps the focus on advancing the common good in the local community.
  - Engages the community in defining a shared vision to guide the organization's work
  - Demonstrates its strong commitment to the shared vision and mission by using them to guide decision making and communicating them to others.



# 1. Act in an appropriate role as governing board members.

- Structure: The board applies the shared vision by providing structure for the organization.
  - Employs a CEO and, through board policy, establish a management system that enables people to contribute meaningfully to achieve the vision.
  - Establishes district processes to use information and make effective decisions.
  - Makes decisions that support the mission when it adopts policies and allocates resources.
  - Encourages an environment conducive to innovative approaches to serving the needs of your clients.



# 1. Act in an appropriate role as governing board members.

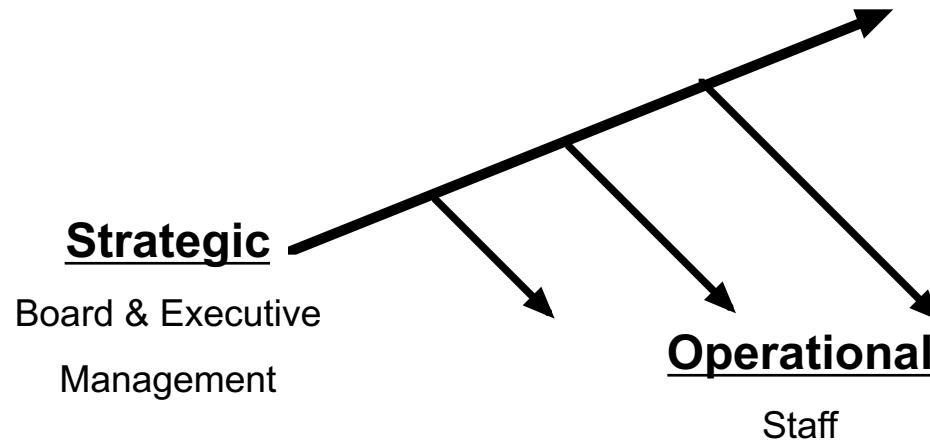
- **Accountability:** The board determines that the organization is actually moving toward the shared vision.
  - Receives regular reports on the organization's progress toward established goals.
  - Evaluates the CEO and Board performance.
  - Periodically reports progress to the community.
  - Understands and oversees the finances of the organization.



# 1. Act in an appropriate role as governing board members.

- **Advocacy:** The board is the chief advocate of the organization's vision in the community.
  - Seeks others who can help expand opportunities.
  - Advocates for the needs to the people you serve.
  - Leads in celebrating the success of the organization.
  - Promotes board service as a meaningful way to make long-term contributions to the community.

2. Realize the difference between operational and strategic activity in the organization.





### 3. Develop a Board team.

#### ■ Stages of team development

- Forming
- Storming
- Norming
- Performing





# Stages of team development

- Forming - Teams initial stage in which members are positive and polite.
  - Anxiety
  - Unsure of the task at hand
  - Strong leadership role to define roles and responsibilities



# Stages of team development

- Storming - Reality sets in and team members begin to jockey for position as their roles are clarified.
  - Feelings of being overwhelmed by the task
  - Question how worthwhile the goal of the team is
  - Many teams fail here prior to establishing processes or relationships with colleagues



# Stages of team development

- Norming - A hierarchy is established and the team respects the authority of the leader, and others show leadership in specific areas.
  - Team members know each other better and may be socializing together.
  - Team begins to develop a strong commitment to the team goal.



# Stages of team development

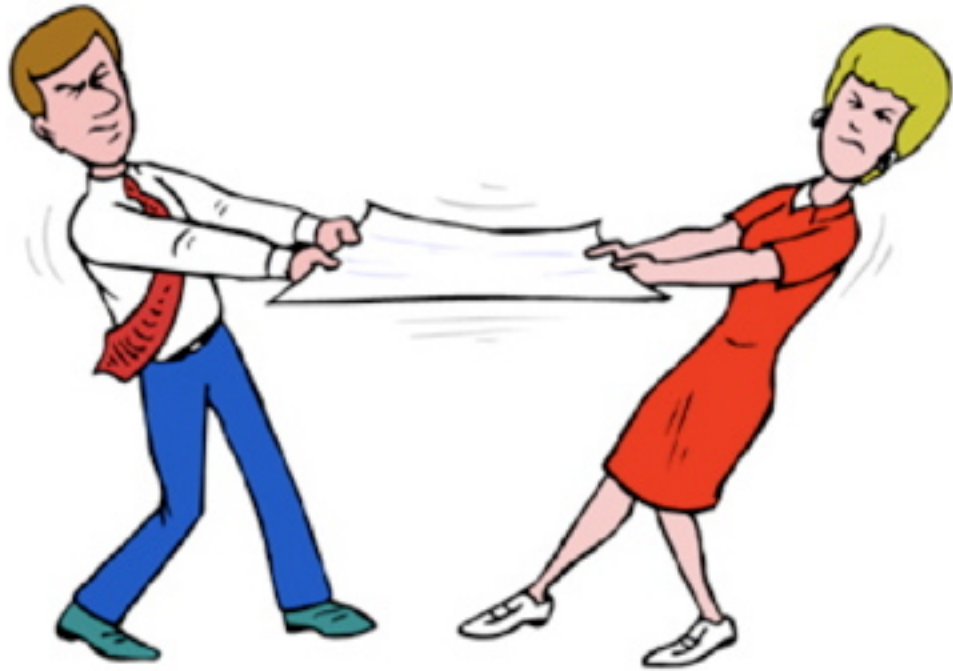
- Performing - Hard work leads directly to progress toward the shared vision of the goal.
  - Team members may join and leave without effecting the performing culture
  - The leader can delegate work and concentrate on developing team members.

## 4. Honor one another as team members.

- Confidentiality
- Equal input
- Active listening
- Limit personal agendas



## 5. Establish and abide by operating principles and norms



6. Utilize appropriate processes to resolve conflict, make decisions, establish priorities, get stakeholder input, etc.





7. Communication – How will the board communicate with the superintendent?  
What are the expectations of both the board and superintendent?



## 8. Agree upon criteria for decisions/decision making.

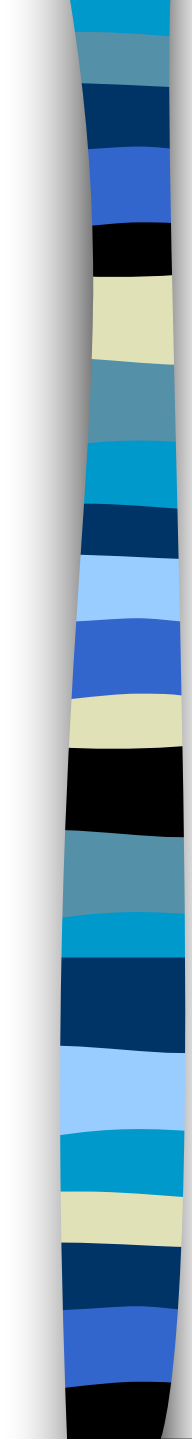


9. Understand the difference between “public meetings” and “doing the companies business in public.”



10. Establish and live by consistent procedures to handle comments or suggestions from the public.

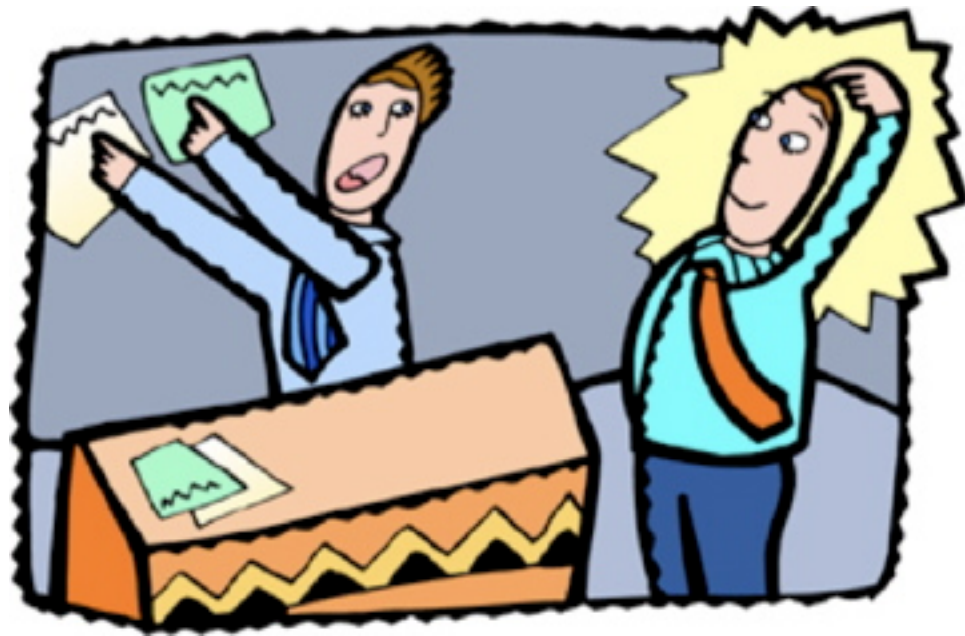




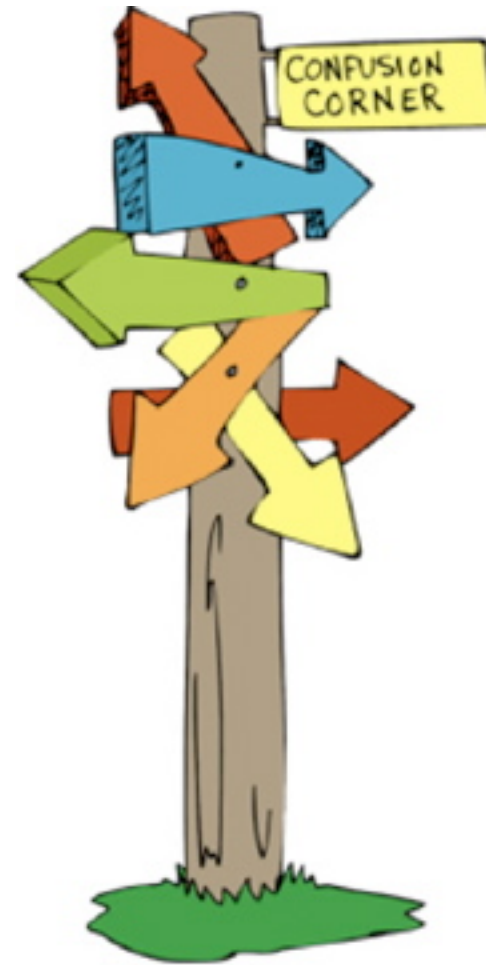
11. Realize that board members are only board members when conducting official business of the board

- legal authority rests only with “the board” - not individual members.

## 12. Ask for and utilize data.



13. Establish board goals apart and separate from organizational goals.



14. Learn about boardsmanship and emerging trends and practices.





## 15. Understand the symbolic nature of the “leadership” role.





# Eight Basic Expectations a Chief Executive Has of His or Her Board

- A willingness and commitment to get to know the organization and the environment in which it operates.
- Regular attendance at meetings.
- Adequate preparation for meetings.
- Full participation in the governance process.



# Eight Basic Expectations a Chief Executive Has of His or Her Board

- A commitment to teamwork.
- A commitment to speak with one voice.
- A collective commitment to improvement.
- Sincere support of the chief executive.

# Cabinet Updates: November 5, 2018

[Click here to refer to the Strategic Plan](#)



| Pathways  |   | Technology   |   | Facilities   |  |
|---|---|--|---|--|--|
| Goal #1<br>Inspire Learning   | Goal #2<br>Inspire Learning   | Goal #3<br>Unlock Potential  | Goal #4<br>Unlock Potential   | Goal #5<br>Empower Achievement   | Goal #5<br>Empower Achievement   |
| <i>Articulate</i>   | <i>Support</i>  | <i>Challenge</i>   | <i>Success</i>  | <i>Involve</i>   | <i>Build</i>   |
| Implement pathway and framework for PK-14 programming to ensure all students graduate future-ready. | Create effective and agile organization that is individually responsible to the needs of the whole child. | Become an excellent learning organization through a culture of continuous improvement. | Maximize achievement by increasing digital literacy utilizing 21st century digital tools. | Enhance engagement opportunities through focused strategic partnerships. | Construct physical learning environments using fiscally responsible and sustainable practices. |

**America Reads Day:** America Reads Day is an annual event that encourages community support of literacy and reading throughout our elementary buildings. This year we had the highest number of guest readers (489) that we have had in the last five years. We also had growth in the number of placements over the last two years, with our event coordinators making a total of 789 placements, including communications to staff members, volunteers, and the district coordinator. Thank you to all of our event coordinators, guest readers, and board members who took time out of their day to read to our elementary students. A special thanks goes out to Kevin McCauley who coordinated 120 TRY students to be in the schools along with School Resource Officer Tom Daubs for his continued support and work to provide guest readers from the Marion Police Department.



**Policy Committee Update:** The committee met on October 23rd to review several policy recommendations presented by the Iowa Association of School Boards. Recommendations presented focused on updating policy wording to meet changes in Iowa Code.

**Teaching & Learning Update:** The October 29th Professional Development Day was full of learning and collaboration focusing on ways to improve student learning. Allowing teachers and administrators time for professional development is one of our most important tasks. A common thread during the day was the beneficial time spent learning together, but also the need to consider how the school calendar can better support professional learning for teachers. Here are some highlights from each grade level:

- Elementary staff had time in their individual buildings in the morning. Several buildings reviewed CrisisGo and safety plans, multi-tiered systems of support, PBIS, and time provided for teachers to work with their grade level colleagues. The afternoon consisted of elementary staff working in content teams to

collaborate around learning progressions, grade level standards, and assessments.

- Middle school staff worked collaboratively with Trevor Ragan learning about [Growth Mindset](#). Ragan challenged middle school staff to think about learning in a different way. His “jungle tiger” metaphor encourages new thinking about failure and how we can commit to improvement through small, purposeful steps. Middle school parents and students were also invited to hear the presentation.
- High school staff continued to embed the theory of [High Reliability Schools](#) within professional learning for teachers by working through *Level 2: Effective Teaching in Every Classroom*, and *Level 3: Guaranteed and Viable Curriculum*. The day focused on PowerSchool Learning, curriculum map writing, and workshops geared toward creating a better understanding of research-based strategies for use in the classroom.
- Special Education teachers were able to meet together in the afternoon. One area of focus was on how to use collective behavior data to determine the function of a student’s behavior. The rest of the afternoon was spent addressing the department’s goal of building student independence. Staff learned how to use peer mediated strategies to improve a student’s development at twice the rate of students who were not utilizing peer mediated strategies.



**Professional Development for Associates:** On October 29th, approximately 200 associates from around the district met for professional development opportunities that included CPR training, ACEs and Trauma Informed Care, safety strategies (being mentally and physically prepared), and how to stress less. In the afternoon, associates joined the Special Education teaching staff to participate in learning that focused on collecting behavior data and peer mediated strategies.

## **District Achievements and Honors**

**Congratulations LMHS Marching Lions!** The Marching Lions earned a Division I rating at the State Marching Band Festival recently held in Ft Dodge, Iowa.



**The King** has been making his way around the district visiting students and staff. During National School Lunch Week, The King visited the Nutrition Services staff at Bowman Woods! *Thanks to everyone in Nutrition Services for all you do to keep the students and staff energized for their day with a nutritious meal!*







### **Congratulations to LMHS Football!**

The Sophomore Football Team ended the season undefeated (4-0) in the district. This is the team's second year in a row to win districts! The Freshman Football Team also ended their season undefeated (8-0).

### **Girls' Swimming and Diving Headed to State!**



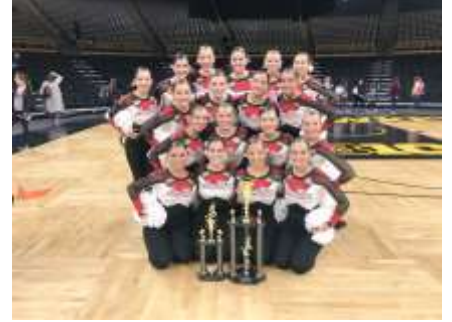
Congratulations to the Girls' Swimming and Diving Team for placing third at Regionals and earning a second place finish in the 200 medley relay. Senior Serena Brizard took third place in the 50 and 100 freestyles, while Junior Shannon Kelley took third place in the 500 freestyle. The following divers also placed: Junior Megan Norris took third, Junior Jenna Carney took sixth, and Junior Blair Pladsen took eighth. The Girls' State Swimming and Diving Tournament will be held November 3rd in Marshalltown.



**Cross Country All-Conference Honors & State Champions:** Congratulations to the following high school athletes for being named to the Cross Country All-Conference First Teams: Micah Poellet, Chloe Skidmore, and Dylan Dolezal. Congrats also go out to Cadin Evans for being named as part of the Cross Country All Conference Second Team! Dylan Dolezal placed 7th at State, Chloe Skidmore placed 8th, and Micah Poellet won the State 4A title with a time of 18:03.40! Congratulations to Cross Country for a great season!



**Spirit Spectacular:** Congrats to our POMs soloists who placed in the Iowa Spirit Spectacular competition! Sarah (First in 10th grade), Delaney (Fourth in 11th grade), and Brynn (Fourth in 12th grade). Congratulations also go out to Varsity Cheer who placed first and POMs who took first place for Large School POM and Top School Score overall!



**Congratulations Freshman & Sophomore Volleyball!** The Freshman Volleyball Team ended their season undefeated and the Sophomore Volleyball Team are the conference champs! Go Lions!

*Congratulations also go out to Seniors Megan Harms (2018 Academic All State), Anna Gorsich (2018 All Stars Team); and Megan Renner (2018 Academic All State, 2018 All Stars, and KCRG Athlete of the week in October)!*



**Volleyball Headed to State!** The girls held off Pleasant Valley in four games to seal their trip to the State Tournament on November 6th. State will be played at the US Cellular Center with the LM girls taking over Court One at 2:00 PM against Jefferson. The girls finished the season with 31 wins and 9 losses. Congratulations on a great year and good luck at State!





**2018 All-State Music Festival:** Congratulations to all the high school students who participated in the Iowa All-State auditions on October 20th. Eighty-seven LMHS students auditioned for an opportunity to perform at the 2018 Iowa All-State Music Festival and 48 were accepted! The festival will be held on November 17th at the Hilton Coliseum in Ames. Congratulations to the following students:

**All-State Band:**

- **Third Year:** Jaeden Hansen and Ashley Schmidt (horn) and Anna Kelly (trumpet)
- **Second Year:** Adam Bergen (trumpet), Aleah Dupree (horn), Nancy Herschberger (bassoon), and Isaac Langley (trombone)
- **First Year:** Octavia Barbulescu and Subhika Rao (flute), Erica Ly, Madeline Nuss, Jaslyn Riher, and Megan Wolfe (clarinet), Garrett Powell (baritone saxophone), and Lucas Sennett (tuba)
- **First Alternates:** Katie Greiner (alto saxophone) and Sam Vezina (tenor saxophone)



**All-State Orchestra:**

- **Fourth Year:** Caleb Almasi and James Hecht (bass) and Joel Peterson (violin)
- **Third Year:** Gloria Chang (violin)
- **Second Year:** Katie Bellows, Ashley Kendrick, Allie Schumacher, and Savanna Zhou (viola), Akash Gururaja, Braeden Green, and Ashley Low (violin), Ben Hinz and Mary Hodgman (cello)
- **First Year:** Helena Abodeely, Grace Hodgman, Sarah Liang, Kara Lindsey, and Stacy Westman (violin) and Elijah Motto (bass)
- **First Alternate:** Sam Greiner (bass)
- **Second Alternates:** Nikhil Reuben (cello) and Vivian Tracey (bass)

**All-State Chorus:**

- **Fourth Year:** Bryce Spencer (bass)
- **3rd Year:** Megan Callahan (soprano)
- **2nd Year:** Ian Crumley (bass) and Alex Hohbein (tenor)
- **1st Year:** Meghan Agnew, Olivia Holm, and Grace Kimoko (alto), Ella Crumley, Emma Geneser, Marissa Good, and Megan Renz (soprano), Brody Hartwig and LeRoy Wilson (tenor), and Ben Duhn (bass)



**Robotics News:** The Robotics Team recently presented to the MEDCO Board of Directors with a request for funding for team supplies, camps, and more. Great job to the team for reaching out for community support!





## Educational Objectives

### Policy Title: Equal Educational Opportunity Code 105.1

*The following statement is to be published in written and electronic form in the district's official documents and on the website.*

The board will not discriminate in its educational activities and is committed to the policy that no otherwise-qualified person will be excluded from educational activities on the basis of race, creed, color, religion, gender, age (for employment), national origin, marital status (for programs), sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status (for programs). Further, the board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm, and harassment.

There is a grievance procedure related to this policy. If you have questions or a grievance, please contact the district's Equity Coordinators:

Associate Superintendent ~~Shannon Bisgard~~ Nathan Wear  
Phone: 319-447-3028 / Email: ~~sbisgard@linnmar.k12.ia.us~~ Nathan.wear@linnmar.k12.ia.us

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

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion IA 52302  
Fax: 319-377-9252  
Office Hours: 7:30 AM to 4:00 PM

The board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules, and regulations pertaining to contract compliance and equal opportunity.

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Adopted: 11/08

Reviewed: 10/11; 5/14; 9/16

Revised: 9/10; 4/13; 7/17; 10/17; 11/18

Related Policy (Code #): 101.1; 105.1-R; 105.1-E1-E6; 400.1; 500.1

Legal Reference (Code of Iowa): 20 USC §§ 1221 et seq; 20 USC §§ 1681 et seq; 20 USC §§ 1701 et seq;  
29 USC § 206 et seq; 29 USC § 794; 42 USC §§ 2000d, 2000e;  
42 USC §§ 12101 et seq; 34 CFR Pt 100; 34 CFR Pt 104; §§ 216.6; 216.9;  
256.11; 280.3; 281 IAC 12



## **Administrative Regulations Regarding Equal Educational Opportunity Grievance Procedures**

**Code 105.1-R**

It is the policy of the Linn-Mar Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socio-economic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact:

Associate Superintendent ~~Shannon Biscard~~ **Nathan Wear**  
Phone: 319-447-3028 / Email: ~~sbiscard@linnmar.k12.ia.us~~ **Nathan.wear@linnmar.k12.ia.us**

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

Students, parents/guardians of students, employees, and applicants for employment in the school district have the right to file a formal complaint alleging discrimination. The district has policies and procedures in place to identify and investigate complaints alleging discrimination. If appropriate, the district will take steps to prevent the recurrence of discrimination and to correct its discriminatory effects on the complainant and others.

A complainant may attempt to resolve the problem informally by discussing the matter with a building principal or a direct supervisor. However, the complainant has the right to end the informal process at any time and pursue the formal grievance procedures outlined below. Use of the informal or formal grievance procedures is not a pre-requisite to the pursuit of other remedies. Please note that informal processes and procedures are not to be used in certain circumstances (e.g., sexual harassment and sexual assault).

### **Level One**

#### **Principal, Immediate Supervisor, or Chief Officer of Human Resources**

*(Informal and Optional – may be bypassed by the grievant)*

Employees with a complaint of discrimination based upon their race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status are encouraged to first discuss it with their immediate supervisor with the objective of resolving the matter informally.

An applicant for employment with a complaint of discrimination based upon their race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status are encouraged to first discuss it with the chief officer of human resources. This paragraph is for employees and marital status isn't a protected class for employees.

A student or a parent of a student with a complaint of discrimination based upon their race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical

attribute, political belief/party preference, or socio-economic status are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator, or personnel contact person directly involved.

## **Level Two Compliance Officer**

If the grievance is not resolved at Level One and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing with the district compliance officer (*Refer to Policy 105.1-E4*). The complaint will state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at Level Two must be within 15 working days from the date of the event giving rise to the grievance or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the complaint be held with the compliance officer. The grievant will be given the opportunity to present witnesses and other relevant information. A minor student may be accompanied at the meeting by a parent or guardian. The compliance officer will investigate the complaint and attempt to resolve it. This investigation may include requesting witnesses to provide a written statement as well as interviews with the complainant, respondent, and witnesses (*Refer to Policy 105.1-E5*). A written report from the compliance officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the complaint (*Refer to Policy 105.1-E6*).

## **Level Three Superintendent/Administrator**

If the complaint is not resolved at Level Two the grievant may appeal it to Level Three by presenting a written appeal to the superintendent within five working days after the grievant receives the report from the compliance officer. The grievant may request a meeting with the superintendent. The superintendent may also request a meeting with the grievant to discuss the appeal. A decision will be rendered by the superintendent within a reasonable time after the receipt of the written appeal. If, in cases of disability grievances at the elementary and secondary level, the issue is not resolved through the grievance process the parents have a right to an impartial hearing to resolve the issue.

This procedure in no way denies the right of the grievant to file formal complaints with the Iowa Civil Rights Commission, the US Department of Education Office for Civil Rights or Office of Special Education Programs, the Equal Employment Opportunity Commission, or the Iowa Department of Education for mediation or rectification of civil rights grievances or to seek private counsel for complaints alleging discrimination.

## **Level Four Appeal to Board**

If the grievant is not satisfied with the superintendent's decision the grievant can file an appeal with the board within five days of the decision. It is within the discretion of the board to determine whether it will hear the appeal.

The Linn-Mar Community School District takes all grievance claims very seriously and will take steps to prevent the recurrence of any discrimination that may occur.

## **The Compliance Officers are:**

Associate Superintendent ~~Shannon Bissard~~ **Nathan Wear**

Phone: 319-447-3028 / Email: ~~sbissard@Linnmar.k12.ia.us~~ **Nathan.wear@Linnmar.k12.ia.us**

Chief Officer of Human Resources Karla Christian

Phone: 319-447-3036 / Email: kchristian@Linnmar.k12.ia.us

Linn-Mar Community School District  
2999 N 10th Street, Marion IA 52302  
Fax: 319-377-9252  
Office Hours: 7:30 AM to 4:00 PM

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Adopted: 9/10

Reviewed: 10/11; 9/16

Revised: 4/13; 5/14; 7/17; 10/17; **11/18**

Related Policy (Code #): 105.1; 105.1-E1-E6

Legal Reference (Code of Iowa): §§ 216.6; 216.9; 256.11; 280.3



## Educational Objectives

### **Policy Title: Annual Notice of Non-Discrimination Code 105.1-E1**

The Linn-Mar Community School District offers career and technical education programs in the following areas of study:

- Agricultural-Science
- Business
- Design/Engineering/Materials
- Family/Consumer Sciences

It is the policy of the Linn-Mar Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socio-economic status (for programs) in its educational programs and its employment practices.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact:

Associate Superintendent **Shannon Bisgard** **Nathan Wear**  
Phone: 319-447-3028 / Email: **sbisgard@linnmar.k12.ia.us** **Nathan.wear@linnmar.k12.ia.us**

Chief Officer of Human Resources Karla Christian  
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Reviewed: 5/14; 9/16  
Revised: 7/17; 10/17; **11/18**  
Related Policy (Code #): 105.1; 105.1-R; 105.1-E2-E6



## Educational Objectives

### **Policy Title: Continuous Notice of Non-Discrimination Code 105.1-E2**

It is the policy of the Linn-Mar Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socio-economic status (for programs) in its educational programs and its employment practices.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact:

Associate Superintendent **Shannon Bisgard** **Nathan Wear**  
Phone: 319-447-3028 / Email: [sbisgard@linnmar.k12.ia.us](mailto:sbisgard@linnmar.k12.ia.us) [Nathan.wear@linnmar.k12.ia.us](mailto:Nathan.wear@linnmar.k12.ia.us)

Chief Officer of Human Resources Karla Christian  
Phone: 319-447-3036 / Email: [kchristian@linnmar.k12.ia.us](mailto:kchristian@linnmar.k12.ia.us)

Linn-Mar Community School District  
2999 N 10th Street, Marion IA 52302  
Fax: 319-377-9252  
Office Hours: 7:30 AM to 4:00 PM

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Adopted: 10/17

Revised: **11/18**

Related Policy (Code #): 105.1; 105.1-R; 105.1-E1, E3-E6



## Educational Objectives

### **Policy Title: Notice of Section 504 Student/Parental Rights Code 105.1-E3**

The Linn-Mar Community School District does not discriminate in its educational programs and activities on the basis of a student's disability. It has been determined that your child has a qualifying disability for which accommodations may need to be made to meet their individual needs as adequately as the needs of other students. As a parent/guardian, you have the right to the following:

- Participation of your child in school district programs and activities, including extra-curricular programs and activities, to the maximum extent appropriate, free of discrimination based upon the student's disability, and at the same level as students without disabilities;
- Receipt of free educational services to the extent they are provided students without disabilities;
- Receipt of information about your child and your child's educational programs and activities in your native language;
- Notice of identification of your child as having a qualifying disability for which accommodations may need to be made, notice prior to evaluation and placement of your child, and the right to periodically request a re-evaluation of your child;
- Inspect and review your child's educational records including a right to copy those records for a reasonable fee; you also have a right to ask the school district to amend your child's educational records if you feel the information in the records is misleading or inaccurate; should the school district refuse to amend the records, you have a right to a hearing and to place an explanatory letter in your child's file explaining why you feel the records are misleading or inaccurate; and
- Hearing before an impartial hearing officer if you disagree with your child's evaluation or placement; you have a right to counsel at the hearing and have the decision of the impartial hearing officer reviewed.

It is the policy of the Linn-Mar Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socio-economic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact:

Associate Superintendent **Shannon Bisgard** **Nathan Wear**  
Phone: 319-447-3028 / Email: **sbisgard@linnmar.k12.ia.us** **Nathan.wear@linnmar.k12.ia.us**

Chief Officer of Human Resources Karla Christian  
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Adopted: 10/17

Revised: 11/18

Related Policy (Code#): 105.1; 105.1-R; 105.1-E1-E2, E4-E6





## Board of Directors – General Organization

### Policy Title: Elections Code 201.4

School elections take place on the ~~second~~ **first** Tuesday ~~after the first Monday~~ in ~~September~~ **November** of odd numbered years. Each school election shall be used to elect at least three citizens representing the district at large to the board for a four-year term to maintain a seven member board. The election may also address other questions that must be submitted to the voters.

Citizens of the school district community seeking a seat on the board must file their nomination papers with the board secretary [or designee] ~~between 64 and 40 days before the school election unless otherwise directed~~ **in accordance with the timelines established by law.**

If a vacancy occurs on the board it shall be filled in accordance with law and board policy.

It shall be the responsibility of the county commissioner of elections to conduct school elections.

As specified by law, special elections may be called by the Board of Directors with regard to those matters stipulated in the Code of Iowa. **as follows:**

#### **Odd Years**

- February — 1<sup>st</sup> Tuesday
- April — 1<sup>st</sup> Tuesday
- June — Last Tuesday
- September — 2<sup>nd</sup> Tuesday

#### **Even Years**

- February — 1<sup>st</sup> Tuesday
- April — 1<sup>st</sup> Tuesday
- September — 2<sup>nd</sup> Tuesday
- December — 1<sup>st</sup> Tuesday

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Adopted: 9/85

Reviewed: 10/11; 4/13; 8/14

Revised: 11/08; 9/16; **11/18**

Related Policy (Code #): 204.5

Legal Reference (Code of Iowa): §§ 39; 45; 63; 69; 274.7; 277; 278.1; 279.7



## Board of Directors – General Organization

### Policy Title: Term of Office Code 201.7

Board members elected for a full term at a regularly scheduled school election in ~~September~~ November, of odd-numbered years, serve for four years.

Board members appointed to fill a vacant position will serve until a successor is elected and qualified at the next regular school election, unless there is an intervening special election for the school district, in which event a successor shall be elected at the intervening special election. A board member elected to fill a vacancy will serve out the unexpired term.

Being a board member is a unique opportunity for a citizen to participate on a governing board of the school district. Eligible board members are encouraged to consider running for more than one term.

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Adopted: 9/16

Revised: 11/18

Related Policy (Code #): 201.4; 201.6; 201.8

Legal Reference (Code of Iowa): §§ 69.12; 274.7; 279.6-7



**Policy Title: Educational and Employment Equity  
Code 400.1**

The Linn-Mar Community School District shall provide equal educational and employment opportunities and will not illegally discriminate on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, disability, veteran status, or genetic information in its educational programs and activities or in its employment and personnel policies and practices.

This district shall provide educational programs and activities that include curricular and instructional resources which reflect the racial and cultural diversity present in the United States and the variety of careers, roles, and lifestyles open to both men and women in our society. These programs and activities shall foster respect and appreciation for the cultural diversity found in our country; an awareness of the rights, duties, and responsibilities of each individual as a member of a pluralistic society; and reduce stereotyping and bias on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

The district shall take affirmative action in recruitment, appointment, assignment, and advancement of women and men, minorities, and disabled.

A fair and supportive environment will be provided for all students and employees regardless of their race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, disability or genetic information.

Employees shall be given notice of this policy on an annual basis. It shall also be given to job applicants and disseminated to students, parents, etc., through district publications.

Inquiries regarding compliance with equal educational or employment opportunities and/or affirmative action shall be directed to the Linn-Mar Equity Coordinators who have been designated by the district to coordinate the school 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. Shannon Biscard~~, **Mr. Nathan Wear**, Associate Superintendent  
319-447-3028 / ~~sbiscard@linnmar.k12.ia.us~~ **Nathan.wear@linnmar.k12.ia.us**

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

Address: 2999 N 10<sup>th</sup> Street, Marion, IA 52302  
Fax: 319-377-9252  
Office Hours: 7:30 AM to 4:00 PM

Inquiries may also be directed, in writing, to the Iowa Civil Rights Commission (400 E. 14<sup>th</sup> 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 12<sup>th</sup> 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).

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Adopted: 7/81

Reviewed: 12/11; 2/14; 9/14; 12/16

Revised: 1/11; 4/13; **11/18**

Related Policy (Code#): 400.1-E; 401.1; 403.11

Legal Reference (Code of Iowa): Ch 20; 70; 601A; §§ 19B.11; 278.8; 29 USC 621-634; 42 USC 2000 et seq;  
281 IAC 11.4; 12.4; 84-88; 95; Vietnam Era Veterans Readjustment Assistance Act (1974) as amended; 38 USC 4212; Age Discrimination in Employment Act (1967); Equal Pay Act (1963); Title II of the Genetic Information Non-Discrimination Act (2008); Title VII of the Civil Rights Act (1964); Title I and V of the Americans with Disabilities Act (1990).



## Staff/Personnel

### **Policy Title: Equal Employment Opportunity Code 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 policies 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. Shannon Bissard~~, **Mr. Nathan Wear**, Associate Superintendent  
319-447-3028 / ~~sbissard@Linnmar.k12.ia.us~~ **Nathan.wear@Linnmar.k12.ia.us**

Mrs. Karla Christian, Chief Officer of Human Resources  
319-447-3036 / kchristian@Linnmar.k12.ia.us  
Address: 2999 N 10<sup>th</sup> 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. 14<sup>th</sup> 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 12<sup>th</sup> Street, Room 353, Kansas City, MO, 64106 / 800-368-1019), or the US 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 district's central administrative office and the administrative office in each attendance center.

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Adopted: 11/05  
Reviewed: 1/11; 12/11; 4/13; 2/14; 9/14  
Revised: 2/10; 9/16; **11/18**  
Related Policy (Code #): 400.1; 400.1-E  
Legal Reference (Code of Iowa): 29 USC §§ 621-634 (2012); 49 USC §§ 12101 et seq (2012);  
§§ 19B; 20; 35C; 73; 216; 279.8; 281 IAC 12.4; 95;  
281 IAC 14.1; 2000



### Policy Title: Harassment/Workplace Bullying Code 403.13

**A. Policy:** All members of the Linn-Mar Community School District including but not limited to the board, administration, staff, and students are expected to conduct themselves at all times so as to provide an atmosphere free from acts of intolerance, bullying, or harassment toward employees or students because of age, race, creed, gender, marital status, national origin, religion, sexual orientation, disability, ethnicity, gender identity, genetic information, physical appearance, socio-economic status, or any other basis protected by federal, state, or local laws. Such acts may be treated as just cause for purposes of discipline or discharge.

**B. Definitions:** Physical, verbal, non-verbal, and/or written or electronic acts of intolerance, bullying, or harassment or unwelcome actions or language that are of a prejudicial or discriminatory nature or with demeaning intent related to age, race, creed, gender, marital status, national origin, religion, sexual orientation, disability, ethnicity, gender identity, genetic information, physical appearance, or socio-economic status that places an employee in reasonable fear of harm to themselves or their property, have a detrimental effect on the employee's physical or mental health, have the effect of substantially interfering with the employee's work performance, or creation of an intimidating, offensive, or hostile environment. The use of racial, ethnic, or sexual/sexist slurs or slurs related to a disability or any of the other areas protected by this policy are clearly demeaning.

**C. Examples of Harassment/Workplace Bullying** include but are not limited to:

- Verbal:
  - Jokes that demean others
  - Name calling/inappropriate nicknames
  - Negative comments
  - Slander toward a person or their family
  - Shouting/raising voice at an individual with the exception of an emergency
  - Obscene verbal comments
  - Personal insults
- Non-Verbal:
  - Threatening gestures
  - Glances which convey threatening messages
  - Written material (including email) that is harmful, malicious, threatening, and/or slanderous
  - Refusal to communicate or speak to individuals
- Physical:
  - Pushing, shoving, kicking, poking, or tripping
  - Assault or threat of physical assault

- Exclusion:
  - Socially or physically excluding or disregarding a person in work-related activities
  - Persistent singling out of one person
- Other:
  - Sabotaging another's work (Examples: taking credit for another's work, blaming others for mistakes they did not make, etc.)
  - Not allowing a person to speak or express themselves (Examples: ignoring or excessively interrupting, etc.)
  - Public humiliation
  - Deliberately interfering with mail and other communications
  - Spreading rumors and gossip regarding individuals
  - Manipulating the ability of someone to do their work (withholding info, etc.)
  - Taking credit for another person's ideas
  - Publicly disclosing another's private information

**D. Notification:** Members of the school community will receive notice of this policy annually.

**E. Complaint Procedures:** Persons who feel they are victims of acts of intolerance, bullying, or harassment or persons who feel they are aware of acts of intolerance, bullying, or harassment should take action by reporting said acts to or filing a complaint with the chief officer of human resources or the equity coordinator who will determine if an investigation is warranted. The investigator may request they complete a written Harassment/Workplace Bullying Complaint Form and submit other evidence of the harassment/bullying including but not limited to letters, electronic documents, or pictures. If substantiated, the district will conduct a timely investigation in as confidential a manner as possible and allowed by law. Interviews, allegations, statements, and identifies will be kept confidential to the extent possible and allowed by law. However, the district will not allow the goal of confidentiality to be a deterrent to an effective investigation and all employees who are involved in an investigation are expected to provide honest and complete cooperation. Appropriate corrective action up to and including termination will be taken promptly against any employee engaging in acts of intolerance, bullying, or harassment and/or employees who are found to be dishonest or uncooperative during an investigation. The corrective action issued will be proportional to the severity of the conduct.

The district prohibits retaliation of any kind against employees who in good faith report bona fide acts of intolerance, bullying or harassment, assist with or conduct an investigation regarding such complaints, or appear as witnesses. If an employee feels they have been subjected to any form of retaliation the employee should report that conduct to their immediate supervisor, the chief officer of human resources, or the equity coordinator within three calendar days of the offense. Employees are not required to approach the person who is retaliating against them and they may bypass any offending member of management. Retaliation or attempted retaliation is a violation of this policy and anyone who does so will be subject to severe discipline up to and including termination.

Inquiries and grievances should be filed with the Linn-Mar equity coordinators who have been designated by the district to coordinate the district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, §504, and §280.3 (2007).



## **Linn-Mar Community School District Equity Coordinators:**

~~Mr. Shannon Bissard~~, **Mr. Nathan Wear**, Associate Superintendent

Phone: 319-447-3028 / ~~sbissard@Linnmar.k12.ia.us~~ **Nathan.wear@Linnmar.k12.ia.us**

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

Fax: 319-377-9252

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

Written inquiries may also be directed to:

- Iowa Civil Rights Commission: 400 E 14<sup>th</sup> Street, Des Moines, IA 50319
- Director of the Region VII Office of the United States Equal Employment Opportunity Commission: 601 E 12<sup>th</sup> Street, Room 353, Kansas City, MO 64106
- US Department of Education: Office of Civil Rights, Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue SW, Washington, DC 20202

*See: Complaint Form 104.1-E1 and Witness Disclosure Form 104.1-E2*

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Adopted: 8/89

Reviewed: 12/11; 4/13; 2/14; 3/17

Revised: 2/10; 3/11; 9/14; **11/18**

Related Policy (Code#): 104.1; 104.1-R; 104.1-E1-E3; 403.14; 502.14

Legal Reference (Code of Iowa): 280.3; 20 USC 1221-1234i; 29 USC 794; 42 USC 2000d-2000d7; 42 USC 12101; 216.9; 280.28; 280.3; 281 IAC 12.3(6); Morse vs Frederick; 217 S CT 2618



**Policy Title: Sexual Harassment  
Code 403.14**

**A. Policy:** All members of the Linn-Mar Community School District including but not limited to the board, administration, staff, and students are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Any person who is proven to engage in sexual harassment while acting as a member of the school community will be in violation of this policy and will be subject to discipline or discharge.

**B. Definition of Sexual Harassment:** Unwelcome sexual advances; requests for sexual favors; or verbal, non-verbal, or physical conduct of a sexual nature may constitute sexual harassment where:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of a person's employment or education development.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decision affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or education performance or creating an intimidating, hostile, or offensive working or educational environment.

**C. Notification:** Members of the school community will receive notice of this policy annually.

**D. Complaint Procedures:** Persons who feel they are victims of sexual harassment or persons who feel they are aware of acts of sexual harassment should take action by reporting said acts to or filing a complaint with the chief officer of human resources/equity coordinator who will determine if an investigation is warranted. The investigator may request they complete a written sexual harassment complaint form and submit other evidence of the sexual harassment including but not limited to letters, electronic documents, or pictures. If substantiated, the district will conduct a timely investigation in as confidential a manner as possible and allowed by law. Interviews, allegations, statements, and identities will be kept confidential to the extent possible and allowable by law. However, the district will not allow the goal of confidentiality to be a deterrent to an effective investigation and all employees who are involved in an investigation are expected to provide honest and complete cooperation. Appropriate corrective action up to and including termination will be taken promptly against any employee engaging in acts of sexual harassment and/or employees who are found to be dishonest or uncooperative during an investigation. The corrective action issued will be proportional to the severity of the conduct.

The district prohibits retaliation of any kind against personnel who, in good faith, report bona fide acts of sexual harassment, assist with or conduct an investigation regarding such complaints, or appear as witnesses. If an employee feels they have been subjected to any form

of retaliation they should report the conduct to their immediate supervisor or the chief officer of human resources/equity coordinator within three calendar days of the offense. Employees are not required to approach the person who is retaliating against them and they may bypass any offending member of management. Retaliation or attempted retaliation is a violation of this policy and anyone who does so will be subject to severe discipline up to and including termination.

Inquiries and grievances should be filed with the district equity who have been designated by the district to coordinate the district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, §504, §280.03 (2007).

### **Linn-Mar Community School District Equity Coordinators:**

~~Mr. Shannon Bissard~~, **Mr. Nathan Wear**, Associate Superintendent

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Written inquiries may also be directed to:

- Iowa Civil Rights Commission: 400 E 14<sup>th</sup> Street, Des Moines, IA 50319
- Director of the Region VII Office of the United States Equal Employment Opportunity Commission: 601 E 12<sup>th</sup> Street, Room 353, Kansas City, MO 64106
- US Department of Education: Office of Civil Rights, Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue SW, Washington, DC 20202

*See: Complaint Form 104.1-E1 and Witness Disclosure Form 104.1-E2*

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Adopted: 6/85

Reviewed: 1/11; 12/11; 4/13; 2/14; 9/14; 3/17

Revised: 2/10; **11/18**

Related Policy (Code#): 104.1; 104.1-R; 104.1-E1-E3; 403.13, 502.14

Legal Reference (Code of Iowa): Section 703 of the Title VII Civil Rights Acts of 1964 as amended; 280.3 (2007)



**Policy Title: Procedures for Charging and Investigating  
Allegations of Abuse of Students by School Employees  
Code 403.15**

Linn-Mar school employees will not commit acts of physical or sexual abuse including inappropriate and intentional sexual behavior toward students. The definition of school employees for the purpose of this policy includes not only those who work for pay, but also those who are volunteers under the direction and control of the school district. Disciplinary actions up to and including discharge will be taken against any school employee who commits such acts.

Prompt investigative action will be taken in response to allegations of abuse of students by school employees. Any complaint or allegation will be handled with as much confidentiality as possible. When requested, all employees will assist in the investigation, provide information, and keep confidentiality of the report and investigation.

The Linn-Mar Community School District shall appoint a Level I investigator and alternate and shall arrange for or contract with a trained, experienced professional to serve as the Level II investigator. The Level I investigator and alternate shall be provided training in conducting an investigation at the expense of the Linn-Mar Community School District.

This policy shall be carried out in accordance with state law.

**Linn-Mar Community School District Level I Investigators:**

- Associate Superintendent ~~Shannon Bissgard~~ **Nathan Wear**: 319-447-3028
- Chief Officer of Human Resources Karla Christian: 319-447-3036
- Executive Director of Student Services Leisa Breitfelder: 319-447-3003

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

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Adopted: 5/90

Reviewed: 3/11; 12/11; 4/13

Revised: 2/10; 9/14; 3/17; **11/18**

Legal Reference (Code of Iowa): §§ 232.67, .70, .73, .75; 235A; 280.17; 709; 728.12(1); 281 IAC; 12.3(6); 102; 103; 441 IAC; 155; 175; 1980 Op Atty Gen 275; 272A



### **Policy Title: Objectives for Equal Educational Opportunities for Students Code 500.1**

This series of the board policy manual is devoted to the board's goals and objectives for assisting the students of the Linn-Mar Community School District in obtaining an education. Each student shall have an opportunity to obtain an education in compliance with the policies in this series.

It is the goal of the board to promote a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use the education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures every other student the same opportunity.

The board supports the delivery of the education program and services to students free of discrimination on the basis of race, sex, creed, color, national origin, religion, marital status, sexual orientation, gender identity, disability, or socio-economic status. This concept of equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

In the delivery of the educational program, students shall treat the employees with respect and students will receive the same in return. Employees have the best interests of the students in mind and will assist them in school-related or personal matters if they are able to do so. Students should feel free to discuss problems, whether school-related or personal, with the guidance counselor or other employees.

Board policies, rules, and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management, and welfare of the school district.

The 500 series of board policy refers to the term *parents* in many of the policies. The term *parents*, for purposes of this policy manual, shall mean the legal parents or legal guardians. It shall also mean students who have reached the age of majority or are otherwise considered an adult by law.

Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, shall be directed in writing to the district Equity Coordinators:

Associate Superintendent ~~Shannon Bisgard~~ Nathan Wear

Phone: 319-447-3028 / Email: ~~sbisgard@Linnmar.k12.ia.us~~ Nathan.wear@Linnmar.k12.ia.us

Chief Officer of Human Resources Karla Christian

Phone: 319-447-3036 / Email: kchristian@Linnmar.k12.ia.us

Linn-Mar Community School District

2999 North 10th Street, Marion, Iowa 52302

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

Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to: Iowa Department of Education, Grimes State Office Building, Des Moines, Iowa 50319, (515) 281-5294, or the U.S. Department of Education, Office for Civil Rights Region VII, 8930 Ward Parkway, Suite 2037, Kansas City MO 64114, (816) 268-0550. This inquiry or complaint to the federal or state 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.

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Adopted: 9/98

Reviewed: 3/12; 7/13; 10/14; 10/17

Revised: 5/11; 7/13; 1/15; 11/18

Related Policy (Code #): 104.1; 105.1; 105.1-R; 105.1-E1-E3



**Policy Title: Instruction at a Post-Secondary  
Educational Institution  
Code 602.18**

In accordance with this policy, students in grades nine through twelve may receive academic or vocational/technical education credits that count toward graduation requirements set out by the board for courses successfully completed in post-secondary educational institutions. **Students and parents/guardians shall be made aware of the post-secondary instructional opportunities as part of the development of each student's individual career and academic plan as required by law.** Students may receive academic or vocational/technical education credits through an agreement between a post-secondary educational institution or with the board's approval on a case-by-case basis.

The following factors shall be considered in the board's determination of whether a student will receive academic or vocational/technical education credits toward graduation requirements for a course at a post-secondary educational institution:

- Course is taken from a public or accredited private post-secondary educational institution.
- A comparable course is not offered in the district. A comparable course is one in which the subject matter or the purposes and objectives of the course are similar, in the judgment of the board, to a course offered in the district.
- The course is in the discipline areas of mathematics, science, social sciences, humanities, vocational/technical education, or a course offered in the community college career options program.
- The course is a credit-bearing course that leads to a degree.
- The course is not religious or sectarian.
- The course meets any other requirements set out by the board.
- The course complies with Department of Education requirements for meeting proficiency criteria for *Every Student Succeeds Act*.
- The course complies with Department of Education senior year plus criteria.

Students in grades nine through twelve who successfully complete courses in post-secondary educational institutions under an agreement between the district and the post-secondary educational institution will receive academic and vocational/technical education credits in accordance with the agreement. **The superintendent [or designee] shall grant to a student who successfully completes a post-secondary education option (PSEO) course a unit of high school graduation credit for every unit of high school level instruction successfully completed. Students may not enroll on a full-time basis to a post-secondary institution through the PSEO program.**

Students who have completed the eleventh grade but who have not completed the graduation requirements set out by the board may take up to seven semester hours of credit at a post-secondary educational institution during the summer months when school is not in session, if the students pay for the courses. Upon successful completion of the summer courses, students will receive academic or vocational/technical education credits toward graduation requirements which are set by the board. Successful completion of the courses is determined by the post-secondary educational institution. ~~The board will have complete discretion to determine the academic credits to be awarded to the students for the summer courses.~~

Students in grades eleven and twelve who take courses other than courses taken under an agreement between the district and the post-secondary educational institution, shall be responsible for transportation without reimbursement to and from the location where the course is being offered.

Ninth and tenth grade talented and gifted students and all students in grades eleven and twelve will be reimbursed for tuition and other costs directly related to the course up to \$250. Students who take courses during the summer months when school is not in session shall be responsible for the costs of attendance for the courses.

Students who fail the course and fail to receive credit will reimburse the district for all costs directly related to the course. Prior to registering for the course, students under age 18 will have a parent/guardian sign a form indicating that the parent/guardian is responsible for the costs of the course should the student fail the course and fail to receive credit. Students who fail the course and fail to receive credit for reasons beyond their control, including but not limited to physical incapacity, a death in the immediate family, or a move out of the school district may not be responsible for the cost of the course. The board may waive reimbursement of costs to the district for the previously listed reasons. Students dissatisfied with the board's decision may appeal to the local AEA for a waiver of reimbursement.

If a student is unable to demonstrate proficiency or the school district or accredited nonpublic school determines that the course unit completed by the student does not meet the school district's standards, the superintendent [or designee] shall provide in writing to the student's parents/guardians the reason for the denial of credit.

The superintendent [or designee] shall be responsible to notify students and parents/guardians of the opportunity to take courses at post-secondary educational institutions in accordance with this policy on an annual basis. The superintendent [or designee] shall also be responsible for developing the appropriate forms and procedures for implementing this policy.

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Adopted: 11/92

Reviewed: 1/10; 6/12

Revised: 6/11; 9/13; 4/15; 1/18; 11/18

Legal Reference (Code of Iowa): §§ 256.7, .11, 11A; 258; 261E; 279.61; 280.3, .14; 281 IAC 12 and 22





**Policy Title: Graduation Requirements  
Code 605.3**

Students must successfully complete the courses required by the board and the Iowa Department of Education in order to graduate.

It shall be the responsibility of the superintendent [or designee] to ensure that students complete grades one through twelve and that high school students earn a minimum of 250 credit hours to be awarded a Linn-Mar High School diploma.

**Early Graduation:** Students meeting all requirements for graduation and electing to graduate early must apply for early graduation at least one month prior to the student's final quarter. Applications can be picked up in the high school guidance office and submitted to the principal's office. The principal will meet with each early graduation applicant prior to recommending candidates to the board for approval.

**Graduation Requirements:** Linn-Mar High School students are required to earn a minimum of 250 credits in order to graduate. In addition, the following department requirements must be met in order to earn a diploma:

- English (40 credits): Must include English 9 or English I (10 credits each), English II (May opt out if pass English I with a 90% or higher grade), English III or Advanced English III, and one speech/acting course (5 credits).
- Mathematics (30 credits): Must include Algebra (10 credits) or Algebra Fundamentals I and Algebra Fundamentals II (20 credits). Students who successfully complete both semesters of Algebra may not take Algebra Fundamentals I or Algebra Fundamentals II to fulfill the Algebra or three year math requirement.
- Science (30 credits): Must include General Biology (10 credits) or Fundamentals of Biology I and Fundamentals of Biology II (20 credits), a physical science course (Chemistry, Physics, or Earth and Physical Science) (10 credits).
- Social Studies (30 credits): Must include US History 9 or US History I (10 credits) or AP US History (15 credits), World History (10 credits), or AP World History (15 credits), American Government (5 credits) or AP American Government (10 credits), and one social studies elective (5 credits).
- Health/Fitness (20 credits): Must include Health I (5 credits). Must include a Lifetime Fitness course each school year.
- **Personal Finance (Starting with the class of 2020) (5 credits): Students must receive credit for Personal Finance (5 credits) or granted a waiver through completion of designated, online Financial Literacy course with certificate.**

Graduation requirements for students with an Individualized Education Program (IEP) will be in accordance with the prescribed course of study as written in their IEP. Prior to

graduation, the IEP team shall determine whether the graduation requirements have been met.

**COMPASS Credits:** High School credits are available via the COMPASS Alternative Program. Linn-Mar will accept credit hours for approved courses that can be applied to requirements for the Linn-Mar High School diploma. Students should visit with their assigned counselor or the Academic Assistance Counselor to develop an approved plan for this option.

**Post-Secondary Opportunities (PSEO):** Credit may be awarded by a college upon successful completion of course requirements. Any college credit determination is made by the individual college.

**Advanced Placement:** Linn-Mar High School offers Advanced Placement (AP) courses in Art History, Calculus (AB and BC), Statistics, Biology, Chemistry, Physics (B), Computer Science A, English Literature, Microeconomics, Music Theory, Comparative Government, World History, Psychology, US Government, and US History. A minimal number of AP courses are available thru the Iowa AP Online Academy. Students who complete these courses can take a standard AP exam. Many colleges and universities accept AP courses for college credit depending upon individual AP exam scores. More information is available in the high school counseling and TAG office.

**Board Recognition:** The Board of Education will recognize students who earn 300 or more credits at graduation as Linn-Mar Board of Education Scholars for exceeding graduation requirements at an exemplary level.

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Adopted: 12/71

Reviewed: 9/12; 4/18

Revised: 6/11; 10/3; 2/15; 11/18

Legal Reference (Code of Iowa): §§ 256.11-11A; 279.8; 280.3, .14 (2013); 281 IAC 12.2, .5; 12.3(5)



## Auxiliary Services

### Policy Title: Nutrition Services Program Code: 702.1

The district will operate a school lunch and breakfast program in each attendance center under the guidelines of the USDA. The Nutrition Services Program will include breakfast and lunch through participation in the National School Lunch Program and the School Breakfast Program. Students may bring their lunches from home and purchase milk or juice and other incidental items.

Nutrition Services facilities are provided to serve students and all school personnel when school is in session and during school-related activities. These facilities may also be used by other groups deemed appropriate and acceptable by the superintendent, or designee, and under the supervision of the Nutrition Services manager. If other groups use school facilities and require the use of kitchen equipment, a Nutrition Services employee must be present. The cost of providing the Nutrition Services employee shall be reimbursed by the group. In addition, a maintenance rental fee may be required as determined by *Policy 1004.1 – Community Use of School Buildings*, and the related administrative regulations.

The Nutrition Services Program is operated on a nonprofit basis. The revenues of the Nutrition Services Program will be used only for paying the regular operating costs of the Nutrition Services Program. Supplies of the Nutrition Services Program shall only be used for the Nutrition Services Program. The board will set and periodically review the prices for school lunches and breakfast. It shall be the responsibility of the superintendent, or designee, to make a recommendation regarding the prices of school lunch, breakfast, and milk. Prices will be determined per USDA regulations in accordance with federal and state laws.

District tax funds may be used to provide necessary physical plant facilities, purchase the equipment necessary for the establishment of Nutrition Services in new or existing buildings, replace major items of equipment, and payment for labor over and above revenue from sale of meals to students and adults.

The Nutrition Services Program shall be under the direction of a Nutrition Services manager who will establish and maintain a central record system; prepare menus; develop standards; initiate purchasing; recommend personnel for employment, promotion, or dismissal; and conduct in-service training programs.

It shall be the responsibility of the Nutrition Services manager to administer the program and to provide the superintendent and the Board of Education an annual report on the functioning of the Nutrition Services Program.

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

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Adopted: 6/70

Reviewed: 10/12; 11/13

Revised: 10/10; 9/11; 4/15; 4/16; 8/17; 11/18

Related Policy (Code #): 1004.1; 803.1-R2

Legal Reference (Code of Iowa): 42 USC §§ 1751 et seq; 7 CFR Pt 210 et seq; 283A; 281 IAC 58



## **Administrative Regulations Regarding Meal Charges**

Per changes in Iowa Code, this policy has been totally rewritten. Refer to page 3 for previous policy format.

**Code: 702.1-R**

In accordance with state and federal law, the Linn-Mar Community School District adopts the following policy to ensure school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day, prevent the overt identification of students with insufficient funds to pay for school meals, and maintain the financial integrity of the nonprofit school nutrition program.

### **Payment of Meals**

Each student is assigned a computerized meal account. Parents/guardians pre-pay into a student's meal account by sending a check to the student's school, district office, or paying online with debit/credit card at <https://intouch.linnmar.k12.ia.us>. During meal service, students scan an ID badge at the cash register. The computer debits and records purchases from the student's meal account.

### **Meal Charging**

The Nutrition Services department closely monitors student accounts to prevent negative balances and charges as follows:

#### **Students:**

- Students that fail to have positive account balances may charge meals under the following parameters:
  - Students will be served a full regular meal (breakfast or lunch)
  - Allergies will be taken into consideration
  - No snacks or a la carte items may be charged; with the exception of milk
  - Families will receive email communications when the account balance is low or negative

#### **Staff/Adults:**

- No charges of meals or a la carte items allowed
- Adults will be notified of their balance verbally at the cash register when the balance falls below \$15.00
- Adults will receive email communications when the account balance is negative

Students who qualify for free or reduced meals shall never be denied a reimbursable meal even if they have accrued a negative balance from previous purchases. Schools are encouraged to provide a reimbursable meal to students with outstanding meal charge debt. If an alternate meal is provided, the meal must be the same meal presented in the same manner to any student requesting an alternate meal.

### **Negative Account Balances**

The school district will make reasonable efforts to notify families when meal account balances are low. However, the failure of the school district to notify families shall not relieve families' obligations to keep meal account balances current; nor shall it prevent the school district from being able to take all actions legally available to collect any delinquent account balances. Additionally, the school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Negative balances of more than \$20.00, not paid prior to the end of the school year will be turned over to the manager of Nutrition Services [or designee] for collection. Options may include: collection agencies, small claims court, or any other legal method permitted by law.

### **Unpaid Student Meals Account**

The district may establish an unpaid student meals account in a school nutrition fund. Funds from private sources and funds from the district flexibility account may be deposited into the unpaid school meals account in accordance with law. Funds deposited into this account shall be used only to pay individual student meal debt.

### **Communication of the Policy**

The policy and supporting information regarding meal charges shall be provided in writing to:

- All households at or before the start of each school year
- Students and families who transfer into the district, at time of transfer
- All staff responsible for enforcing any aspect of the policy

Records of how and when the policy and supporting information was communicated to households and staff will be retained. The Nutrition Services manager [or designee] may develop the administrative process to implement this policy.

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Adopted: 4/18/16

Reviewed: 8/17

Revised: 11/18

Related Policy (Code #): 702.1

Legal Reference (Code of Iowa): 42 USC 1751 et seq; 7 CFR 210 et seq; 283A; 281 IAC 58



## Administrative Regulations Regarding Meal Charges

Previous version

**Code: 702.1-R**

In order to maintain financial stability and equality of all lunch-paying students amidst a fast growing school district, policies regarding lunch accounts have been adopted. The State of Iowa Bureau of Nutrition and Health Services recommends that negative balances should not be acceptable.

### Elementary Students:

- Elementary students will be provided a meal
- Balance reminders will be provided to students when their account is less than \$7.50
- Hand stamps will be used at the elementary level to remind parents/guardians when the meal account balance is low; parents/guardians may request no hand stamp
- Families will receive email communications when the account balance is low

### Middle School Students:

- Students may charge any combination of meals up to a value of \$15.00
- No snacks or a la carte items may be charged, with the exception of milk
- When the charge limit is reached, a substitute sandwich; such as peanut butter or cheese, will be served until charges are paid in full
- Allergies will be taken into consideration
- Students will be notified of their balance verbally at the cash register when the balance falls below \$7.00
- Families will receive email communications when the account balance is low

### High School Students:

- No charges are allowed
- Students must present their ID card to the cashier in order to make a purchase
- Students will be notified of their balance verbally at the cash register when the balance falls below \$7.00
- Families will receive email communications when the account balance is low

### Adults:

- No charges are allowed
- Adults will be notified of their balance verbally at the cash register when the balance falls below \$9.00
- Adults will receive email communications when the account balance is low

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Adopted: 4/18/16

Reviewed: 8/17

Related Policy (Code #): 702.1

Legal Reference (Code of Iowa): 42 USC 1751 et seq; 7 CFR 210 et seq; 283A; 281 IAC 58



## Auxiliary Services

### **Policy Title: Eligibility for Free or Reduced Cost Meals Code: 702.4**

Students enrolled and attending school in the district who are unable to afford the cost or a portion of the cost of the school breakfast or lunch will be provided the Nutrition Services Program at no cost or at a reduced cost according to the guidelines established by the USDA.

The district shall at least twice annually notify all families of the availability, eligibility criteria, and application procedures for free or reduced price meals in accordance with state and federal law.

It shall be the responsibility of the Nutrition Services manager to determine if a student qualifies for free or reduced cost Nutrition Services **in accordance with criteria established by state and federal law**. Students whom the principal believes are improperly nourished will not be denied Nutrition Services simply because the paperwork has not been completed.

If a student owes money for five or more meals, the Nutrition Services manager [or designee] may contact the student's parent/guardian to provide information regarding the application for free or reduced price meals. The school is encouraged to provide reimbursable meals to students who request reimbursable meals unless the student's parent/guardian has specifically provided written direction to the school to withhold a meal from the student.

Employees, students, and others will be required to deposit funds into a meal account to cover meals consumed.

It shall be the responsibility of the superintendent [or designee] to develop administrative regulations for implementing this policy.

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Adopted: 6/70

Reviewed: 9/11; 10/12; 11/13; 4/15

Revised: 10/10; 8/17; 11/18

Related Policy (Code #): 702.1

Legal Reference (Code of Iowa): 42 USC §§ 1751 et seq (2012); 7 CFR PT 210 et seq (2012); 283A; 281 IAC 58



## Business Procedures - Income

### Policy Title: Investments Code 802.6

The Board of Directors hereby directs the treasurer, in conjunction with the board secretary, to manage the investment of funds for the district. School district funds in excess of current needs shall be invested in compliance with this policy. The goals of the district's investment portfolio in order of priority are:

1. To provide safety of the principal
2. To maintain the necessary liquidity to match expected liabilities
3. To obtain a reasonable rate of return

In making investments, the school district shall exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use to meet the goals of the investment program.

School district funds are monies of the district, including operating funds. Operating funds of the school district are funds which are reasonably expected to be used during a current budget year or within 15 months of receipt. When investing operating funds, the investments must mature within 397 days or less. **If, during the current budget year an amount of public funds will exceed operating funds by at least 33 percent, the amount of public funds that exceed operating funds by greater than 33 percent may be invested in certificates of deposit at federally insured depository institutions which mature within 63 months or less, in accordance with state and federal laws.** When investing funds other than operating funds, the investments must mature according to the need for the funds.

The board authorizes the treasurer, in conjunction with the board secretary, to invest funds in excess of current needs in the following investments:

- Interest bearing savings, money market, and checking accounts at the school district's authorized depositories
- Iowa Schools Joint Investment Trust Program (ISJIT)
- Obligations of the US government and its agencies and instrumentalities
- Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions
- All other investments authorized or hereafter authorized by the Code of Iowa

It is the responsibility of the treasurer, in conjunction with the board secretary, to oversee the investment portfolio in compliance with this policy and the law and to report portfolio compliance to the superintendent semi-annually.



Where possible, it is the policy of the district to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

It shall be the responsibility of the treasurer, in conjunction with the board secretary, to bring a contract with an outside person to invest school district funds, to advise on investments, to direct investments, to act in a fiduciary capacity or to perform other services to the board for review and approval. The treasurer, in conjunction with the board secretary, will also provide the board and superintendent with information about and verification of the outside person's fiduciary bond. Contracts with outside persons will include a clause requiring the outside person to notify the school district within 30 days of any material weakness in internal structure or regulatory orders or sanctions against the outside person regarding the services being provided to the school district and to provide the documents necessary for the performance of the investment portion of the school district audit. Contracts with outside persons will not be based on the performance of the investment portfolio.

The treasurer, in conjunction with the board secretary, is responsible for reporting to and reviewing with the superintendent semi-annually, and with the board at its organizational meeting, the investment portfolio's performance, transaction activity, and current investments including the percent of the investment portfolio by type of investment and by issuer and maturities. The report shall also include trend lines by month over the last year and year-to-year trend lines regarding the performance of the investment portfolio. It will also be the responsibility of the treasurer, in conjunction with the board secretary, to obtain the information necessary to ensure that the investments and the outside persons doing business with the school district meet the requirements outlined in this policy.

It is the responsibility of the board secretary, in conjunction with the treasurer, to deliver a copy of this policy to the school district's depositories, auditor, and outside persons doing business with the school district.

It will also be the responsibility of the board secretary, in conjunction with the treasurer, to develop a system of investment practices and internal controls over the investment practices. The investment practices are designed to prevent losses, to document the officer's and employee's responsibility for elements of the investment process, and to address the capability of the management. The board secretary, in conjunction with the treasurer, will review the investment practices and internal controls process with the superintendent annually.

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Adopted: 6/70

Reviewed: 7/10; 10/12

Revised: 12/13; 5/15; 11/18

Legal Reference (Code of Iowa): §§ 11.2, .6; 12.62; 12B.10, .10A; 12C; 22.1, .14; 28E.2; 257; 279.29; 283A; 285; 502.701; 633.123 (2013)



## Business Procedures - Expenditures

### Policy Title: Purchasing/Bidding: Goods and Services Code 803.1

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

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

The superintendent [or designee] will have the authority to authorize purchases without competitive bids for goods and services costing under \$25,000 without prior board approval. For goods and services costing more than \$25,000 and less than \$50,000, the superintendent [or designee] will receive quotes of the goods and services to be purchased prior to board approval. Major item purchases, including school buses, will require competitive, sealed bids. The competitive, sealed bid requirement is waived in the case of emergency purchases. The purchase will be made from the lowest responsible bidder based upon total cost considerations including but not limited to the cost of the goods and services being purchased, availability of service and/or repair, delivery date, the targeted small business procurement goal, and other factors deemed relevant by the board. **In the event that only one quotation or bid is submitted, the board may proceed if the quotation or bid meets the contract award specifications. The board may elect to exempt certain professional services contracts from the thresholds and procedures outlined above.**

When using federal Child Nutrition Funds to purchase goods and services, dollars spent annually must be estimated; it is acceptable to categorize (e.g., groceries, milk, produce, small equipment, large equipment, supplies, and chemicals). A formal, sealed bid procurement process is required when annual spending in the category exceeds \$25,000, annually. An informal process is used for all other purchase under the threshold.

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

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

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Adopted: 6/70

Reviewed: 7/10; 4/16

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

Related Policy (Code#): 803.1-R

Legal Reference (Code of Iowa): §§ 23A; 26; 28E; 72.3; 73; 73A; 285.10(3), (7); 301 (2013); 261 IAC 54; 281 IAC 43.25; 481 IAC 25; 1984 Op Atty Gen 115; 974 Op Atty Gen 171



## Business Procedures

### **Policy Title: Response Plan-Radiological Emergency Code 807.1**

The Board of Directors shall maintain a districtwide plan for response to any radiological emergency at the NextEra Energy Duane Arnold, LLC Energy Center.

The plan will be a coordinated effort between the Linn-Mar Community School District and the company that operates the reactor at the NextEra Energy Duane Arnold, LLC Energy Center.

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Adopted: 4/89

Reviewed: 10/12; 12/13; 5/15

Revised: 9/09; 11/18

Related Policy (Code#): 504.10



## **Administrative Regulations Regarding Community Use of Buildings/Sites/Equipment**

**Code 1004.1-R1**

### Types of Activities Prohibited

1. District facilities shall not be used for the teaching or propagating of any theory or doctrine of a subversive nature which is intended to undermine or overthrow the constituted government of the United States.
2. Possible controversial issues that may cause disunity and disharmony among those supporting the general welfare shall be cause for refusing facility use.
3. On days when school is dismissed because of emergency conditions and on non-school days with emergency conditions, no rentals or other facility use will take place.

### Responsibilities of the Applicant

Upon approval of request the applicant will be given a set of rules governing the use of facilities. Knowledge of and adherence to these rules is expected.

1. 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 must accompany the request.
2. The group's designated representative must remain onsite during the entire activity.
3. The facility must be used only for the purpose that it was originally intended as set forth on the facilities request form.
4. Persons using the facilities must confine themselves to the room or areas assigned for their use and the applicant must provide supervision to prevent trespassing to portions of the facility not authorized for use.
5. The group representative is responsible for communicating to the group members and for ensuring that the group members understand and follow all guidelines.
6. Any personal injuries received by any group member while using district facilities must be reported by contacting the district's designee (on application form) within 24 hours. Custodians/other staff present should also be notified. If the activity is on a Saturday or Sunday and there is no answer at the number on the form, then the representative is to call first thing Monday morning.
7. Any damage or theft to the facilities or equipment must be reported following the same guidelines.
8. The group representative will make themselves known to the custodian and/or other district staff present.
9. The group representative is responsible for knowing fire and tornado procedures and for directing the group in an event of an emergency. Guidelines are posted in every room.
10. The use of tobacco/nicotine, nicotine products, alcohol, controlled substances (including copycat drugs), profane language, gambling in any form (except licensed bingo and raffles), and weapons within buildings is prohibited.
11. When classrooms or other instructional areas are used the contents of desks, files, storage, and display areas are not to be disturbed.
12. Permission to use additional educational equipment must be approved through the office of the chief financial/operating officer in conjunction with the principal or the manager of Nutrition Services, as appropriate.

13. The use of candles or other fire hazards is strictly prohibited. The use of decorations must be specified on the facilities request form.
14. All activities must be of such a nature as not to create a nuisance or disturb the peace of the general neighborhood.
15. Personnel costs, including but not limited to, custodians, Nutrition Services, and technicians may be included when determining total facility costs.
16. Applicants may be required to employ sworn law enforcement personnel to assist with supervision.
17. The requested facility may not be used for private parties, social events, celebrations, or similar private uses.

#### Priority Schedule

Use of school facilities for activities other than the regular academic or co/extra-curricular programs of the Linn-Mar Community School District will receive priority scheduling as follows:

##### First:

District/school related groups, for example:

- PTOs
- Booster Club
- Linn-Mar School Foundation
- District sponsored functions involving parents/adults
- District approved fundraising

##### Second:

Organizations sponsoring youth groups of only Linn-Mar students, for example:

- AAU Leagues
- City recreational programs
- YMCA leagues
- Church recreational groups

##### Third:

Adult education programs sponsored by tax supported education organizations, for example:

- GWAEA and/or other public school districts
- Kirkwood Continuing Education program
- University/college classes
- Other non-profit, recreational programs and leagues

#### **Class A: School district and district-related organizations**

- Regular classroom activities
- School-sponsored activities for students (e.g. clubs, athletics, etc.)
- School-sponsored activities for parents (e.g. plays, open houses, etc.)
- School-related groups and organizations (e.g. PTOs, Booster Club, LM Foundation, etc.)
- School/district sponsored staff activities (e.g. trainings, wellness, bargaining groups, etc.)
- Board approved community activities

#### **Class B: Public agencies and district co-sponsored activities**

- Official meetings of the City of Marion, the City of Cedar Rapids, the City of Robins, or a community activity sponsored by one of the city boards.
- Community, social, civic, or service organizations sponsoring money making activities with all proceeds going directly to the Linn-Mar Community School District.

- Request for national, state, and local elections or caucuses.
- Political meetings not boosting specific candidates, state, or national platforms.
- Recreational programs sponsored by the City Recreation & Playground Commission or YMCA for which participants pay no fees.

**Class C: Community youth organizations/teams**

- Meetings involving Boy Scouts, Girl Scouts, Camp Fire Girls, 4-H, or other similar youth oriented groups
- Practices for youth activities during their regular program season. In order to be considered in this classification, youth athletic teams must be comprised of at least 80% of Linn-Mar enrolled students. Rosters are required to be submitted along with the rental request.
- This category is for individual teams, packs, or groups. It is not for the use of an entire organization.
- Recreational programs sponsored by the City Recreation & Playground Commission or YMCA for which participants pay fees.

**Class D: Community non-profit organizations, civic organizations, and educational institutions**

- A non-profit group is defined as an organization that does not distribute its surplus funds to owners, members, or shareholders but instead uses them to help pursue its organization's goals. The district reserves the right to ask for a 501c non-profit form if the organization's non-profit status is in questions.
- This includes, but is not limited to: community, social, civic, or service organizations for purposes that have educational, recreational, or cultural purposes, local church services, and religious classes and activities.
- Educational activities of public and private colleges and universities.
- Educational activities of public and private K-12 institutions.

**Class E: For-profit organizations/activities and other private interest groups**

- Commercial groups or businesses.
- Local, state, and national groups hosting special events, workshops, or conferences.
- Political meetings sponsoring specific candidates, state, or national platforms.
- Any group, business, or individual located outside of the district.
- Groups, businesses, or individuals conducting activities for which a fee is charged or items are sold.
- Youth organizations, groups, or teams with less than 80% Linn-Mar enrolled students as participants. Rosters are required to be submitted along with the rental request.
- Other special events.

All requests for facilities not covered by this policy will need the approval of the Board of Directors.

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Adopted: 7/94

Reviewed: 8/07

Revised: 1/11; 3/13; 4/14; 6/15; 11/18



## Schedule of Stadium Rental Fees

**Code 1004.2-E1**

Charges begin with the time designated for the opening of the Stadium and shall terminate with the closing of the Stadium and with the Stadium administrator's sign-off on the condition of the Stadium.

| School/Facility                              | Fee (2-hour minimum charge)    |
|--|--------------------------------|
| Field Turf Only (Practice)                   | \$150.00/hour                  |
| Field Turf Only (Game)                       | \$250.00/hour                  |
| Track Only                                   | \$150.00/hour                  |
| Field Turf & Track                           | \$250.00/hour                  |
| Press Box                                    | \$50.00/hour                   |
| Sound System                                 | \$50.00/hour                   |
| Scoreboard                                   | \$50.00/hour                   |
| Lights                                       | \$100.00/hour                  |
| Custodian/O&M Staff                          | Actual cost per union contract |
| Parking Lots                                 | \$50.00/per event              |
| Linn-Mar Supervisor                          | \$50.00/hour                   |
| Crowd Manager (One per every 250 spectators) | \$35.00/hour (each)            |
| Gate Manager (One per entrance used)         | \$35.00/hour (each)            |
| Police Supervisions (If applicable)          | Actual Costs                   |
| Additional Equipment/Services                | Charges depend on request      |

### **Additional fees for specific events:**

- District hires any press box or building supervisors as separate fees to renter.
- Maintenance provided by district with additional cost to renter.

### **What is required by contract:**

- One trained crowd manager per every 250 people in attendance. "Trained" refers to individuals who are knowledgeable and have access to all emergency routes, exits, and shelters within the Stadium grounds.
- One gate manager for each gated entrance/exit used for event.

### **Concessions/sales of merchandise/other information:**

- The Linn-Mar Booster Club reserves the right of all concessions sold at the Stadium.
- Any sales of merchandise must have approval of the superintendent or designee.
- The district retains the right to terminate any activity, at any time, if there are violations of board policies and administrative rules; federal, state or municipal laws; or if the activity is deemed to be hazardous to people, buildings, or equipment.
- The Stadium will be closed from November 1<sup>st</sup> thru March 1<sup>st</sup>.
- Sunday requests will be limited.
- Holiday weekends will not be available for Stadium use.
- The district currently allows only six events to be scheduled in the Stadium per year. These are events or groups that are outside regular school events. Notification of these events must be requested six months in advance.





## Schedule of Building Rental Fees

**Code 1004.1-E2**

| School/Facility                     | Fee ( <i>Minimum charge of 2 hours</i> ) |
|-------------------------------------|--|
| <b>High School</b>                  |  |
| Main Gym                            | \$150.00/hour                            |
| Auxiliary Gym                       | \$75.00/hour                             |
| Cafeteria                           | \$50.00/hour                             |
| Auditorium (Stage/Seating Only)     | \$150.00/hour                            |
| *Lighting                           |  |
| *Spot Lights                        |  |
| *Sound System                       |  |
| *Rigging Setup                      |  |
| *Piano (Non-Grand)                  |  |
| *Orchestra Shell                    |  |
| *Chairs/Stands/Risers               |  |
| Little Theatre (Stage/Seating Only) | \$75.00/hour                             |
| *Lighting                           |  |
| *Sound System                       |  |
| Commons Area                        | \$50.00/hour                             |
| Lecture Hall                        | \$75.00/hour                             |
| Regular Classrooms                  | \$25.00/hour                             |
| Wrestling Room                      | \$50.00/hour                             |
| Parking Lots                        | \$30.00/hour                             |
| <b>Middle Schools</b>               |  |
| Main Gym                            | \$100.00/hour                            |
| Auxiliary Gym (Excelsior)           | \$50.00/hour (Excelsior)                 |
| Auxiliary Gym (Oak Ridge)           | \$75.00/hour (Oak Ridge)                 |
| Commons                             | \$40.00/hour                             |
| Regular Classrooms                  | \$25.00/hour                             |
| Parking Lots                        | \$30.00/hour                             |
| <b>Elementary Schools</b>           |  |
| Gym                                 | \$50.00/hour                             |
| Classrooms                          | \$25.00/hour                             |
| Multi-Purpose Rooms                 | \$40.00/hour                             |
| Parking Lots                        | \$30.00/hour                             |
| <b>Tennis Courts</b>                | First Come, First Served                 |

*\*All technical areas will require our trained staff to be present.*

### **Other Fees that May Apply**

- When custodial services are required, a fee will be charged to the renter.
- When a building custodian is on duty, a fee will be charged to the renter.
- A Nutrition Services employee must be on duty when kitchen facilities are used for a fee to the renter.
- Use of the high school auditorium or Little Theater may require the services of a district technician for a fee to the renter.
- When necessary, additional fees may include such things as cleaning fees, charges for failure to cancel, and replacement or repair fees for damage or theft.
- Users shall be required to remove or reimburse the district for the removal of any materials, equipment, furnishings or rubbish left after the use of district facilities.



## Schedule of Aquatic Center Rental Fees

Code 1004.8-E1

### **Rental Fees:**

Charges begin with the time designated for the opening of the Aquatic Center and shall terminate with the closing of the Aquatic Center and with the Aquatic Center's facilitator's sign-off on the condition of the facility.

| <b>School/Facility</b>                       | <b>Fee (2-hour minimum charge)</b> |
|--|------------------------------------|
| Pool Access                                  | \$200.00/hour                      |
| Concession Room Access                       | \$50.00/hour                       |
| Timing System                                | \$50.00/hour                       |
| Parking Lots                                 | \$50.00/per event                  |
| LM Supervisor                                | \$50.00/hour                       |
| Timing Computer Operator                     | \$35.00/hour                       |
| Lifeguards (Minimum of 3)                    | \$15.00/hour (each)                |
| Crowd Manager (One for every 250 spectators) | \$35.00/hour (each)                |
| Door Monitor                                 | \$35.00/hour                       |
| Custodian/O&M Staff                          | Actual costs per union contract    |
| Other District Personnel                     | Charges depend on request          |
| Additional Equipment/Services                | Charges depend on request          |

### **Additional fees for specific events:**

- Maintenance provided by district with additional cost to renter.

### **What is required by contract:**

- One trained crowd manager per every 250 people in attendance. "Trained" refers to individuals who are knowledgeable and have access to all emergency routes, exits and shelters within the Aquatic Center.
- One door monitor who is responsible for granting access to individuals who are permitted to proceed through the glass door and go to the pool level floor.

### **Concessions/sales of merchandise/additional information:**

- The Linn-Mar Booster Club reserves the right of all concessions sold at the Aquatic Center.
- Any sale of merchandise must have approval of the superintendent or designee.
- The district retains the right to terminate any activity at any time if there are violations of the Board of Education policies and administrative rules, or federal, state or municipal laws, or if the activity is deemed to be hazardous to people, buildings, or equipment.
- Sunday requests will be limited.
- Holiday weekends will not be available for Aquatic Center use.
- With use of the Aquatic Center by events or groups that are outside regular school events, notification of these events needs to be requested six months in advance.



Inspire Learning.  
Unlock Potential.  
Empower Achievement.

## School Board Work Session Minutes October 22, 2018

### **100: Call to Order and Determination of a Quorum**

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: AbouAssaly, Isenberg, Lausen, Nelson, Wall, and Weaver.

### **200: Adoption of the Agenda *Motion 56-10-22***

Motion by AbouAssaly to adopt the agenda as presented, second by Wall. Voice vote, all ayes. Motion carried.

### **300: Work Session**

#### **301: Piper Jaffray Presentation – Exhibit 301.1**

Matthew Gillaspie, Managing Director with Piper Jaffray, reviewed potential scenarios for structure and timing of issuance of \$55 million general obligation school bonds, series 2018. After discussion, the board selected to move forward with the scenario that issues \$10 million in bonds in 2018 and the remaining \$45 million in 2019. The bonds will be used to build the two 5<sup>th</sup>-6<sup>th</sup> grade intermediate buildings.

#### **302: Innovations Update – Exhibit 302.1**

Bob Read, Director of Innovations, shared an update on innovations throughout the district. The first topic included highlights of the district's first Innovation Day hosted on October 8<sup>th</sup>. The day had 36 attendees from surrounding districts who came to learn about Blended Learning, Standards Based Grading, and PBIS within Linn-Mar. The district was honored to have been able to present information on district innovations at the SAI conference in August. Next, the possibility of magnet schools in the district was presented including the possibility of Bowman Woods and Wilkins hosting the programs. Next steps include visiting and learning from other magnet schools in the area, attending the National Magnet Schools Conference, and creating building leadership teams to learn, prepare, and plan. The final topic shared was on one-to-one (1:1) devices for students. A history of district technology was shared. Teachers from around the district also shared some of the struggles of using shared devices and some of the benefits that could be achieved from offering 1:1.

### **400: Adjournment *Motion 57-10-22***

Motion by Lausen to adjourn the work session at 6:57 PM, second by AbouAssaly. Voice vote, all ayes. Motion carried.

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Sondra Nelson, Board President

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JT Anderson, Board Secretary/Treasurer

**School Board Regular Meeting Minutes  
October 22, 2018**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Community School District Board of Education regular meeting was called to order at 7:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Isenberg, Lausen, Nelson, Wall, Weaver, and AbouAssaly.

**200: Adoption of the Agenda *Motion 58-10-22***

Motion by AbouAssaly to adopt the agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

**300: Audience Communications**

**400: Informational Reports:**

**401: Career & Technical Education Advisory – Oct 10<sup>th</sup>**

Nelson and Wear reported that the LMHS Personal Finance course has been moved to junior year, more business teachers are needed, and there has been a slight increase of female students in the manufacturing group.

**402: Board Visit to Indian Creek Elementary – Oct 12<sup>th</sup>**

It was shared that the board members enjoyed the student-led tours, carpet is needed in the second portable classroom, and the Indian Creek staff should be proud of their PBIS progress.

**403: Coffee & Conversation – Oct 13<sup>th</sup>**

Lausen and Wall hosted the event and shared that the conversation included school lunches, safety areas, and conference formats for middle schools and high school.

**404: Finance/Audit Committee – Oct 18<sup>th</sup>**

The committee members received an introduction to the district's new auditing firm, Bohnsack & Frommelt, who will present on the district audit in December.

**405: Marion City Council – Oct 18<sup>th</sup>**

Colette Atkins was appointed to the City Council Ward One seat that was vacated by Kim Etzel.

**406: Cabinet Updates – Exhibit 406.1**

Bisgard drew attention to the new Teaching & Learning newsletter and LMHS Instructor Dr. John Hanson being named Secondary Teacher of the Year by the Iowa Council of Social Studies.

## **500: New Business**

### **501: Appointment of Board Member *Motion 59-10-22***

Wall moved to appoint Sofia Mehaffey to fill the vacant board seat through the completion of the term in November 2019, second by AbouAssaly. Thanks was shared to the eight applicants for their interest in serving the district and the remaining seven applicants were encouraged to run for a board seat in 2019. Roll call vote, all ayes. Motion carried.

### **502: Open Enrollment Requests *Motion 60-10-22***

Wall moved to approve the open enrollment requests as presented, second by Lausen. Voice vote; all ayes. AbouAssaly abstained. Motion carried.

#### ***Denied In***

| <b>Name</b>       | <b>Grade</b>    | <b>Resident District</b> | <b>Reason</b>                |
|-------------------|-----------------|--------------------------|------------------------------|
| Sackett, Zoey     | 7 <sup>th</sup> | Cedar Rapids CSD         | Insufficient classroom space |
| Yileyon, Wonkehme | 2 <sup>nd</sup> | Marion Independent       | Insufficient classroom space |

## **600: Unfinished Business**

### **700: Consent Agenda *Motion 61-10-22***

Motion by AbouAssaly to approve the consent agenda as presented, second by Wall. Question raised about travel limits and policy. Voice vote, all ayes. Motion carried.

### **701: Personnel**

#### ***Classified Staff: Assignment/Reassignment/Transfer***

| <b>Name</b>       | <b>Assignment</b>                                    | <b>Dept Action</b> | <b>Salary Placement</b> |
|-------------------|--|--------------------|-------------------------|
| Bunney, Rachael   | From EH Student Support Assoc to BW Health Assistant | 10/29/18           | Same                    |
| Hagger, Alexis    | Success Center: Student Support Associate            | 10/15/18           | LMSEAA II, Step 6       |
| Navarro, Veronica | EH: Student Support Associate                        | 10/22/18           | LMSEAA II, Step 6       |
| Parker, Julie     | Success Center: Student Support Associate            | 10/22/18           | LMSEAA II, Step 10      |
| Reinier, Jennifer | NS: Novak General Help/Baker                         | 10/8/18            | Step 5                  |
| Walter, Darci     | Four Oaks/Atlas: Student Support Associate           | 10/17/18           | LMSEAA II, Step 10      |

#### ***Classified Staff: Resignation***

| <b>Name</b>       | <b>Assignment</b>                         | <b>Dept Action</b> | <b>Reason</b>    |
|-------------------|---|--------------------|------------------|
| Armstrong, Deanna | Success Center: Student Support Associate | 10/11/18           | Other employment |
| Foster, Molly     | OR: Student Support Associate             | 11/2/18            | Personal         |
| House, Eileen     | BW: Health Assistant                      | 10/25/18           | Other employment |
| Mourning, Kiara   | Success Center: Student Support Associate | 10/19/18           | Personal         |

### **702: Approval of October 8<sup>th</sup> Minutes – Exhibit 702.1**

### **703: Approval of Bills – Exhibit 703.1**

### **704: Approval of Contracts – Exhibits 704.1-5**

1. Facility request from Dubuque CSD for use of the Aquatic Center on 1/19/2019
2. Proposal with Terracon Consultants for geotechnical and environmental review for the two intermediate building sites at Echo Hill Road and 35<sup>th</sup> Avenue
3. Independent contractor agreement with Randy Atkinson
4. Independent contractor agreement with Shawn Sandersfeld
5. Independent contractor agreement with Val Shanley

6. Interagency agreements for special education with Colfax-Mingo CSD (1), Mid Prairie CSD (1), and Springfield CSD (1). *For student confidentiality, exhibits not provided.*

**705: Informational Reports – Exhibits 705.1-2**

1. Financials and cash balance reports as of September 30, 2017
2. Financials and cash balance reports as of September 30, 2018

**800: Board Communications/Calendar/Committees/Advisories**

**801: Board Communications**

Reminders were shared about Policy Committee (10/23), Marion Chamber of Commerce annual luncheon (10/24), and American Reads (10/25).

**802: Board Calendar**

| Date           | Time               | Event                                       | Location                       |
|----------------|--------------------|---|--------------------------------|
| October 23     | 9:00 AM            | Policy/Governance Committee                 | Superintendent's Conference Rm |
| October 24     | 11:30 AM           | Marion Chamber of Commerce Annual Meeting   | CR Marriott                    |
| October 25     | All Day            | America Reads Day                           | District-wide                  |
| Date           | Time               | Event                                       | Location                       |
| November 5     | 5:00 PM<br>7:00 PM | Board Work Session<br>Board Regular Meeting | LRC Boardroom                  |
| November 7     | 4:00 PM            | School Improvement Advisory Committee       | LRC Room 6                     |
| November 8     | 5:30 PM            | Marion City Council                         | City Hall                      |
| November 9     | 7:45 AM            | Board Visit                                 | Echo Hill Elementary           |
| November 14-15 | All Day            | IASB Conference                             | Des Moines                     |
| November 19    | 5:00 PM<br>7:00 PM | Board Work Session<br>Board Regular Meeting | LRC Boardroom                  |
| November 28    | 11:30 AM           | Policy/Governance Committee                 | Superintendent's Conference Rm |
| November 30    | Noon               | Board Visit                                 | High School                    |

**803: Committees/Advisories**

| Committees/Advisories                           | Board Representatives          |
|---|--------------------------------|
| Finance/Audit Committee                         | AbouAssaly, Lausen, and Nelson |
| Policy/Governance Committee                     | Isenberg, Wall, and Weaver     |
| Career & Technical Education Advisory Committee | Nelson                         |
| School Improvement Advisory Committee           | AbouAssaly                     |
| Iowa BIG Advisory Board                         | Isenberg                       |
| Facilities Advisory Committee                   | Nelson and AbouAssaly          |

**900: Adjournment *Motion 62-10-22***

Motion by AbouAssaly to adjourn the regular meeting at 7:35 PM, second by Isenberg. Voice vote, all ayes. Motion carried.

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Sondra Nelson, Board President

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JT Anderson, Board Secretary/Treasurer

## Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 10/19/2018 - 11/01/2018

Fiscal Year: 2018-2019

| Vendor Name                         | Description                    | Check Total         |
|-------------------------------------|--------------------------------|---------------------|
| <b>Fund: Aquatic Center</b>         |                                |                     |
| BMO MASTERCARD                      | GENERAL SUPPLIES               | \$778.44            |
| FARMERS STATE BANK                  | EE LIAB-DIR DEP NET PAY        | \$4,935.90          |
| INTERNAL REVENUE SERVICE-9343       | EE LIAB-MEDICARE               | \$98.56             |
| INTERNAL REVENUE SERVICE-9343       | EE LIAB-SO SEC                 | \$421.49            |
| INTERNAL REVENUE SERVICE-9343       | ER LIAB-MEDICARE               | \$98.56             |
| INTERNAL REVENUE SERVICE-9343       | ER LIAB-SOC SEC                | \$421.49            |
| INTERNAL REVENUE SERVICE-9343       | FEDERAL INCOME TAX WITHHOLDING | \$634.57            |
| IOWA PUBLIC EMPL RETIR SYSTEM       | EE LIAB-IPERS                  | \$615.99            |
| IOWA PUBLIC EMPL RETIR SYSTEM       | ER LIAB-IPERS                  | \$924.46            |
| IOWA SWIMMING, INC (DES MOINES)     | GENERAL SUPPLIES               | \$1,880.00          |
| MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE        | \$10.46             |
| MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY    | \$19.25             |
| METRO INTERAGENCY INS PROG.         | EE LIAB-DENTAL INSURANCE       | \$4.83              |
| METRO INTERAGENCY INS PROG.         | EE LIAB-MEDICAL INSURANCE      | \$670.08            |
| METRO INTERAGENCY INS PROG.         | ER LIAB-DENTAL INS             | \$77.91             |
| SUN LIFE FINANCIAL EBG              | EE LIAB-VOL/SUN LIFE INS       | \$3.00              |
| TREASURER ST OF IA                  | STATE INCOME TAX WITHHOLDING   | \$271.21            |
| UNIVERSITY OF IA                    | GENERAL SUPPLIES               | \$420.00            |
| USA SWIMMING/IOWA SWIMMING, INC     | GENERAL SUPPLIES               | \$364.00            |
| <b>Fund Total:</b>                  |                                | <b>\$12,650.20</b>  |
| <b>Fund: DEBT SERVICE</b>           |                                |                     |
| BANKERS TRUST COMPANY               | INTEREST                       | \$486,831.25        |
| BANKERS TRUST COMPANY               | OTHER PROFESSIONAL             | \$500.00            |
| <b>Fund Total:</b>                  |                                | <b>\$487,331.25</b> |
| <b>Fund: GENERAL</b>                |                                |                     |
| ALL INTEGRATED SOLUTIONS            | TRANSP. PARTS                  | \$60.62             |
| ALLIANT ENERGY                      | ELECTRICITY                    | \$18,221.27         |
| AMERICAN SPECIALTIES                | INSTRUCTIONAL SUPPLIES         | \$10.40             |
| ASIFLEX                             | EE LIAB-FLEX DEP CARE          | \$22,214.80         |
| ASIFLEX                             | EE LIAB-FLEX HEALTH            | \$31,308.54         |
| ATKINSON RANDY                      | INSTRUCTIONAL SUPPLIES         | \$75.00             |
| BMO MASTERCARD                      | COMP/TECH HARDWARE             | \$2,442.75          |
| BMO MASTERCARD                      | COMPUTER SOFTWARE              | \$1,722.88          |
| BMO MASTERCARD                      | DUES AND FEES                  | \$959.93            |
| BMO MASTERCARD                      | ELECTRICAL SUPPLY              | \$432.01            |
| BMO MASTERCARD                      | EQUIPMENT >\$1999              | \$216.94            |
| BMO MASTERCARD                      | GARBAGE COLLECTION             | \$8,788.17          |
| BMO MASTERCARD                      | GASOLINE                       | \$100.18            |
| BMO MASTERCARD                      | GENERAL SUPPLIES               | \$2,413.14          |
| BMO MASTERCARD                      | GROUNDS UPKEEP                 | \$62.59             |
| BMO MASTERCARD                      | HEAT/PLUMBING SUPPLY           | \$925.66            |
| BMO MASTERCARD                      | INSTRUCTIONAL SUPPLIES         | \$33,556.10         |
| BMO MASTERCARD                      | LIBRARY BOOKS                  | \$2,450.06          |
| BMO MASTERCARD                      | MAINTENANCE SUPPLIES           | \$1,170.97          |

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 10/19/2018 - 11/01/2018

Fiscal Year: 2018-2019

| Vendor Name                    | Description             | Check Total    |
|--------------------------------|-------------------------|----------------|
| BMO MASTERCARD                 | OTHER PROFESSIONAL      | \$2,349.85     |
| BMO MASTERCARD                 | PROF SERV: EDUCATION    | \$975.00       |
| BMO MASTERCARD                 | REF & RSRCH MATERIAL    | \$70.95        |
| BMO MASTERCARD                 | REPAIR PARTS            | \$811.19       |
| BMO MASTERCARD                 | STAFF WORKSH/CONF       | \$8,018.71     |
| BMO MASTERCARD                 | TECH REPAIRS            | \$11.95        |
| BMO MASTERCARD                 | TEXTBOOKS               | \$43.14        |
| BMO MASTERCARD                 | TRAVEL                  | \$1,791.13     |
| BOHNSACK & FROMMELT LLP        | OTHER PROFESSIONAL      | \$10,550.00    |
| BOOKHOUSE                      | LIBRARY BOOKS           | \$828.61       |
| BRADFIELD'S COMPUTER SUPPLY    | INSTRUCTIONAL SUPPLIES  | \$198.00       |
| BRIGHTLINES PAPER              | INSTRUCTIONAL SUPPLIES  | \$39.80        |
| C.J. COOPER & ASSOCIATES       | PHYSICALS               | \$600.00       |
| CAROLINA BIOLOGICAL SUPPLY     | INSTRUCTIONAL SUPPLIES  | \$169.31       |
| CEDAR RAPIDS BOWLING CENTER    | INSTRUCTIONAL SUPPLIES  | \$152.75       |
| CEDAR RAPIDS COMM SCH DIST     | PROF SERV: EDUCATION    | \$777.42       |
| CEDAR RAPIDS COMM SCH DIST     | TUITION IN STATE        | \$163.62       |
| CEDAR RAPIDS WATER DEPT        | WATER/SEWER             | \$659.75       |
| CENTRAL STATES BUS SALES INC   | TRANSP. PARTS           | \$2,003.18     |
| CENTURY CAB INC                | INSTRUCTIONAL SUPPLIES  | \$1,216.50     |
| CENTURYL INK                   | TELEPHONE               | \$737.30       |
| CITY TREASURER'S OFFICE        | INSTRUCTIONAL SUPPLIES  | \$170.00       |
| COLLECTION                     | EE LIAB-GARNISHMENTS    | \$3,552.36     |
| COMMUNITY HEALTH CHARITIES     | EE LIAB-CHARITY         | \$10.00        |
| CROWBAR'S                      | MAINTENANCE SUPPLIES    | \$8.40         |
| CURRICULM ASSOCIATES, LLC      | INSTRUCTIONAL SUPPLIES  | \$433.69       |
| DAN MALLOY, JR                 | INSTRUCTIONAL SUPPLIES  | \$95.00        |
| DONNA SUN                      | TXTBK RENTAL PS         | \$100.00       |
| EMPLOYEE RESOURCE SYSTEMS, INC | OTHER PROFESSIONAL      | \$1,611.09     |
| FAMILY VIDEO                   | FACILITY RENTAL         | \$3,687.04     |
| FAREWAY STORES                 | INSTRUCTIONAL SUPPLIES  | \$97.98        |
| FARMERS STATE BANK             | EE LIAB-DIR DEP NET PAY | \$2,889,818.37 |
| FEDERER MICHAEL                | OFFICIAL/JUDGE          | \$62.00        |
| FEDEX                          | GENERAL SUPPLIES        | \$25.15        |
| FEDEX                          | INSTRUCTIONAL SUPPLIES  | \$24.85        |
| FINK KEVIN                     | OFFICIAL/JUDGE          | \$62.00        |
| FOLLETT SCHOOL SOLUTIONS, INC  | LIBRARY BOOKS           | \$956.29       |
| FONTENOT JOSEPH                | OFFICIAL/JUDGE          | \$62.00        |
| FUTURE LINE                    | MAINTENANCE SUPPLIES    | \$52.59        |
| GENTZSCH ANDREW                | TEACHER PAY             | \$468.75       |
| GERMANIA RODRIGUEZ             | INSTRUCTIONAL SUPPLIES  | \$18.75        |
| GOPHER SPORT                   | INSTRUCTIONAL SUPPLIES  | \$1,922.98     |
| GRANT WOOD AEA                 | GENERAL SUPPLIES        | \$6,386.00     |
| GRANT WOOD AEA                 | INSTRUCTIONAL SUPPLIES  | \$3,285.28     |
| GRANT WOOD AEA                 | OTHER PROFESSIONAL      | \$7.25         |



# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 10/19/2018 - 11/01/2018

Fiscal Year: 2018-2019

| Vendor Name                            | Description                    | Check Total  |
|--|--------------------------------|--------------|
| GRIGGS MUSIC INC                       | EQUIPMENT REPAIR               | \$84.00      |
| GROSH SCENIC RENTALS INC               | INSTRUCTIONAL SUPPLIES         | \$1,217.84   |
| HAND-IN-HAND PRESCHOOL                 | PROF SERV: EDUCATION           | \$28,038.68  |
| HANDS UP COMMUNICATIONS                | INSTRUCTIONAL SUPPLIES         | \$160.00     |
| HOGLUND BUS CO. INC                    | TRANSP. PARTS                  | \$2,071.11   |
| HUK RUBBER STAMP CO.                   | GENERAL SUPPLIES               | \$47.90      |
| HY-VEE FOOD STORE-8556                 | GENERAL SUPPLIES               | \$140.03     |
| HY-VEE FOOD STORE-8556                 | INSTRUCTIONAL SUPPLIES         | \$853.27     |
| IAFCS                                  | INSTRUCTIONAL SUPPLIES         | \$70.00      |
| INTERNAL REVENUE SERVICE-9343          | EE LIAB-MEDICARE               | \$59,513.10  |
| INTERNAL REVENUE SERVICE-9343          | EE LIAB-SO SEC                 | \$253,326.11 |
| INTERNAL REVENUE SERVICE-9343          | ER LIAB-MEDICARE               | \$59,513.10  |
| INTERNAL REVENUE SERVICE-9343          | ER LIAB-SOC SEC                | \$253,326.11 |
| INTERNAL REVENUE SERVICE-9343          | FEDERAL INCOME TAX WITHHOLDING | \$357,540.70 |
| INTERSTATE ALL BATTERY CENTER          | MAINTENANCE SUPPLIES           | \$157.55     |
| INVOLTA                                | OTHER TECH SER                 | \$345.00     |
| IOWA DEPT OF REVENUE - ADMIN WAGE LEVY | EE LIAB-GARNISHMENTS           | \$133.91     |
| IOWA HIGH SCHOOL MUSIC ASSOC           | INSTRUCTIONAL SUPPLIES         | \$1,004.00   |
| IOWA PUBLIC EMPL RETIR SYSTEM          | EE LIAB-IPERS                  | \$323,860.92 |
| IOWA PUBLIC EMPL RETIR SYSTEM          | ER LIAB-IPERS                  | \$486,048.90 |
| IOWA SHARES                            | EE LIAB-CHARITY                | \$28.00      |
| IXL LEARNING INC                       | INSTRUCTIONAL SUPPLIES         | \$1,080.00   |
| JCD REPAIR                             | INSTRUCTIONAL SUPPLIES         | \$104.99     |
| JERACH TOOL SUPPLY                     | SHOP TOOLS/EQUIPMENT           | \$60.39      |
| JOSEPH PISARIK                         | TRAVEL                         | \$40.00      |
| KIRKWOOD COMM COLLEGE                  | TUITION-COMM COLLEGE           | \$85,786.40  |
| KLOSTERMANN KEVIN                      | OFFICIAL/JUDGE                 | \$62.00      |
| LASER RESOURCES, LLC                   | Copies                         | \$10,706.67  |
| LASER RESOURCES, LLC                   | EQUIPMENT REPAIR               | \$70.00      |
| LASER RESOURCES, LLC                   | GENERAL SUPPLIES               | \$484.31     |
| LASER RESOURCES, LLC                   | INSTRUCTIONAL SUPPLIES         | \$378.86     |
| LEARNING A-Z                           | INSTRUCTIONAL SUPPLIES         | \$109.95     |
| LINN CO-OP OIL                         | GASOLINE                       | \$17,324.18  |
| LINN CO-OP OIL                         | MAINTENANCE SUPPLIES           | \$1,328.37   |
| LINN COUNTY SHERIFF                    | EE LIAB-GARNISHMENTS           | \$765.14     |
| LJ'S CATERING                          | INSTRUCTIONAL SUPPLIES         | \$742.50     |
| LUCK'S MUSIC LIBRARY                   | INSTRUCTIONAL SUPPLIES         | \$646.14     |
| LYNCH FORD                             | VEHICLE REPAIR                 | \$267.45     |
| MADISON NATIONAL LIFE INS. CO., INC    | DISTRICT LIFE INSURANCE        | \$4,412.54   |
| MADISON NATIONAL LIFE INS. CO., INC    | ER LIAB-DISTRICT DISABILITY    | \$13,479.45  |
| MADISON NATIONAL LIFE INS. CO., INC    | RETIREE INSURANCE              | (\$157.00)   |
| MARION IRON CO.                        | INSTRUCTIONAL SUPPLIES         | \$227.50     |
| MARION TIMES                           | ADVERTISING                    | \$438.65     |
| MARION WATER DEPT                      | WATER/SEWER                    | \$8,342.12   |
| MARZANO RESEARCH LABORATORY LLC        | INSTRUCTIONAL SUPPLIES         | \$491.20     |

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

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| Vendor Name                          | Description                       | Check Total  |
|--------------------------------------|-----------------------------------|--------------|
| MENARDS -13127                       | INSTRUCTIONAL SUPPLIES            | \$285.03     |
| MENARDS -13127                       | SHOP TOOLS/EQUIPMENT              | \$46.48      |
| MERCYCARE COMMUNITY PHYSICIANS       | PHYSICALS                         | \$94.00      |
| METRO INTERAGENCY INS PROG.          | EE LIAB-DENTAL INSURANCE          | \$19,024.12  |
| METRO INTERAGENCY INS PROG.          | EE LIAB-MEDICAL INSURANCE         | \$500,457.57 |
| METRO INTERAGENCY INS PROG.          | ER LIAB-DENTAL INS                | \$20,894.99  |
| METRO INTERAGENCY INS PROG.          | ER LIAB-MEDICAL INSURANCE         | \$26,970.00  |
| METRO INTERAGENCY INS PROG.          | RETIREE INSURANCE                 | \$21,589.81  |
| MID AMERICAN ENERGY                  | NATURAL GAS                       | \$2,666.55   |
| MIDAMERICAN ENERGY SERVICES, LLC     | NATURAL GAS                       | \$5,057.23   |
| MIDWEST WHEEL                        | MAINTENANCE SUPPLIES              | \$114.79     |
| MIDWEST WHEEL                        | TRANSP. PARTS                     | \$700.16     |
| MORAN, SHIRLEY                       | INSTRUCTIONAL SUPPLIES            | \$173.47     |
| MOUNT MERCY COLLEGE                  | TUITION COLLEGE/UNIV              | \$500.00     |
| NASCO                                | INSTRUCTIONAL SUPPLIES            | \$287.14     |
| NOETIC LEARNING                      | INSTRUCTIONAL SUPPLIES            | \$78.00      |
| NORTHSTAR AV                         | INSTRUCTIONAL SUPPLIES            | \$1,169.50   |
| OHM BEVERLY                          | INSTRUCTIONAL SUPPLIES            | \$105.00     |
| P & K MIDWEST                        | MAINTENANCE SUPPLIES              | \$90.00      |
| P & K MIDWEST                        | VEHICLE REPAIR                    | \$60.27      |
| PAPA JOHNS PIZZA                     | INSTRUCTIONAL SUPPLIES            | \$244.83     |
| PAUL REVERE LIFE INS. CO.            | DISTRICT LIFE INSURANCE           | \$234.00     |
| PEPPER J.W. & SON, INC               | INSTRUCTIONAL SUPPLIES            | \$144.84     |
| PHEAA                                | EE LIAB-GARNISHMENTS              | \$616.19     |
| PHONAK                               | INSTRUCTIONAL SUPPLIES            | \$1,833.75   |
| POCKET FULL OF THERAPY INC           | INSTRUCTIONAL SUPPLIES            | \$29.80      |
| Polk County Sheriff                  | EE LIAB-GARNISHMENTS              | \$1,229.51   |
| POSTMASTER                           | POSTAGE/UPS                       | \$225.00     |
| PREMIERE CREDIT OF NORTH AMERICA LLC | EE LIAB-GARNISHMENTS              | \$329.58     |
| PROVIDENT LIFE/ACCIDENT INS. CO.     | DISTRICT LIFE INSURANCE           | \$1,637.69   |
| QUILL CORPORATION                    | INSTRUCTIONAL SUPPLIES            | \$24.23      |
| QUINN STORAGE                        | FACILITY RENTAL                   | \$160.00     |
| REALLY GOOD STUFF INC                | INSTRUCTIONAL SUPPLIES            | \$324.69     |
| SADLER POWER TRAIN                   | TRANSP. PARTS                     | \$2,231.45   |
| SCHOLASTIC MAGAZINE                  | INSTRUCTIONAL SUPPLIES            | \$253.00     |
| SCHOOL SPECIALTY INC                 | INSTRUCTIONAL SUPPLIES            | \$277.88     |
| SCHULTZ STRINGS INC                  | EQUIPMENT REPAIR                  | \$151.25     |
| SCHULTZ STRINGS INC                  | Professional Educational Services | \$76.00      |
| SECRETARY OF STATE                   | DUES AND FEES                     | \$60.00      |
| SEESAW LEARNING, INC                 | GENERAL SUPPLIES                  | \$2,052.00   |
| SHANLEY VAL                          | INSTRUCTIONAL SUPPLIES            | \$75.00      |
| SOURCE ONE LOGOS                     | INSTRUCTIONAL SUPPLIES            | \$1,318.65   |
| SUN LIFE FINANCIAL EBG               | EE LIAB-VOL/SUN LIFE INS          | \$3,423.75   |
| TFD UNLIMITED LLC                    | INSTRUCTIONAL SUPPLIES            | \$1,127.50   |
| THE HARTT SCHOOL                     | INSTRUCTIONAL SUPPLIES            | \$300.00     |

# Linn-Mar Community School District

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| Vendor Name                     | Description                  | Check Total  |
|---------------------------------|------------------------------|--------------|
| THE SHREDDER                    | OTHER PROFESSIONAL           | \$382.00     |
| THOMPSON TRUCK & TRAILER        | TRANSP. PARTS                | \$388.52     |
| TOBII DYNAVOX LLC               | INSTRUCTIONAL SUPPLIES       | \$164.85     |
| TREASURER ST OF IA              | STATE INCOME TAX WITHHOLDING | \$195,521.64 |
| ULINE, INC                      | MAINTENANCE SUPPLIES         | \$263.70     |
| UNITED WAY OF EAST CENTRAL IOWA | EE LIAB-CHARITY              | \$794.25     |
| UNUM LIFE INS. CO.              | ER LIAB-DISTRICT DISABILITY  | \$1,193.92   |
| VOYA RETIREMENT INSURANCE       | EE LIAB-403 (B)              | \$65,024.35  |
| VOYAGER SOPRIS LEARNING         | INSTRUCTIONAL SUPPLIES       | \$109.51     |
| WALMART                         | GENERAL SUPPLIES             | \$96.66      |
| WALMART                         | INSTRUCTIONAL SUPPLIES       | \$1,334.81   |
| WESTDALE BOWLING CENTER         | INSTRUCTIONAL SUPPLIES       | \$142.00     |
| WINDSTREAM                      | TELEPHONE                    | \$778.69     |
| ZIO JOHNNO'S                    | INSTRUCTIONAL SUPPLIES       | \$59.50      |

**Fund Total: \$5,931,889.13**

### Fund: NUTRITION SERVICES

|                                     |                                |             |
|-------------------------------------|--------------------------------|-------------|
| COLLECTION                          | EE LIAB-GARNISHMENTS           | \$218.40    |
| DAVIS CARRI                         | UNEARNED REVENUE               | \$26.00     |
| FARMERS STATE BANK                  | EE LIAB-DIR DEP NET PAY        | \$54,285.49 |
| GREINER CHERYL                      | UNEARNED REVENUE               | \$53.25     |
| INTERNAL REVENUE SERVICE-9343       | EE LIAB-MEDICARE               | \$1,087.25  |
| INTERNAL REVENUE SERVICE-9343       | EE LIAB-SO SEC                 | \$4,648.80  |
| INTERNAL REVENUE SERVICE-9343       | ER LIAB-MEDICARE               | \$1,087.25  |
| INTERNAL REVENUE SERVICE-9343       | ER LIAB-SOC SEC                | \$4,648.80  |
| INTERNAL REVENUE SERVICE-9343       | FEDERAL INCOME TAX WITHHOLDING | \$4,718.43  |
| IOWA PUBLIC EMPL RETIR SYSTEM       | EE LIAB-IPERS                  | \$11,640.32 |
| IOWA PUBLIC EMPL RETIR SYSTEM       | ER LIAB-IPERS                  | \$17,469.75 |
| JANELLE JONES                       | UNEARNED REVENUE               | \$22.05     |
| LASER RESOURCES, LLC                | Copies                         | \$10.95     |
| MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE        | \$147.50    |
| MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY    | \$197.07    |
| METRO INTERAGENCY INS PROG.         | EE LIAB-DENTAL INSURANCE       | \$351.42    |
| METRO INTERAGENCY INS PROG.         | EE LIAB-MEDICAL INSURANCE      | \$9,125.19  |
| METRO INTERAGENCY INS PROG.         | ER LIAB-DENTAL INS             | \$1,271.00  |
| OFFICE EXPRESS                      | GENERAL SUPPLIES               | \$87.80     |
| RAPIDS WHOLESALE EQUIP CO           | GENERAL SUPPLIES               | \$7.00      |
| TREASURER ST OF IA                  | STATE INCOME TAX WITHHOLDING   | \$2,584.23  |
| U.S. DEPARTMENT OF TREASURY--FMS    | EE LIAB-GARNISHMENTS           | \$217.15    |
| VOYA RETIREMENT INSURANCE           | EE LIAB-403 (B)                | \$780.00    |

**Fund Total: \$114,685.10**

### Fund: PHY PLANT & EQ LEVY

|                 |                   |            |
|-----------------|-------------------|------------|
| ACME TOOLS      | EQUIPMENT >\$1999 | \$530.00   |
| BMO MASTERCARD  | EQUIPMENT >\$1999 | \$1,798.00 |
| FUTURE LINE     | EQUIPMENT >\$1999 | \$842.68   |
| PRIMARY SYSTEMS | CONSTRUCTION SERV | \$550.58   |

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

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| Vendor Name                         | Description                    | Check Total        |
|-------------------------------------|--------------------------------|--------------------|
| SPORT CONSTRUCTION MIDWEST          | CONSTRUCTION SERV              | \$2,075.00         |
| TRI-CITY ELECTRIC COMPANY OF IOWA   | EQUIPMENT >\$1999              | \$13,840.00        |
| <b>Fund Total:</b>                  |                                | <b>\$19,636.26</b> |
| <b>Fund: PUB ED &amp; REC LEVY</b>  |                                |                    |
| FARMERS STATE BANK                  | EE LIAB-DIR DEP NET PAY        | \$1,599.59         |
| HANDLEY DIRT WORK PLUS LLC          | GROUNDS UPKEEP                 | \$880.00           |
| INTERNAL REVENUE SERVICE-9343       | EE LIAB-MEDICARE               | \$31.38            |
| INTERNAL REVENUE SERVICE-9343       | EE LIAB-SO SEC                 | \$134.18           |
| INTERNAL REVENUE SERVICE-9343       | ER LIAB-MEDICARE               | \$31.38            |
| INTERNAL REVENUE SERVICE-9343       | ER LIAB-SOC SEC                | \$134.18           |
| INTERNAL REVENUE SERVICE-9343       | FEDERAL INCOME TAX WITHHOLDING | \$166.89           |
| IOWA PUBLIC EMPL RETIR SYSTEM       | EE LIAB-IPERS                  | \$159.96           |
| IOWA PUBLIC EMPL RETIR SYSTEM       | ER LIAB-IPERS                  | \$240.06           |
| MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE        | \$2.50             |
| MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY    | \$7.00             |
| METRO INTERAGENCY INS PROG.         | EE LIAB-DENTAL INSURANCE       | \$24.09            |
| METRO INTERAGENCY INS PROG.         | EE LIAB-MEDICAL INSURANCE      | \$437.16           |
| METRO INTERAGENCY INS PROG.         | ER LIAB-DENTAL INS             | \$19.47            |
| REDEXIM TURF PRODUCTS               | GROUNDS UPKEEP                 | \$302.46           |
| TREASURER ST OF IA                  | STATE INCOME TAX WITHHOLDING   | \$89.75            |
| WENDLING QUARRIES                   | GROUNDS UPKEEP                 | \$1,452.87         |
| <b>Fund Total:</b>                  |                                | <b>\$5,712.92</b>  |
| <b>Fund: STUDENT ACTIVITY</b>       |                                |                    |
| ANDYMARK, INC                       | INSTRUCTIONAL SUPPLIES         | \$91.43            |
| BMO MASTERCARD                      | DUES AND FEES                  | \$2,999.00         |
| BMO MASTERCARD                      | INSTRUCTIONAL SUPPLIES         | \$10,719.42        |
| BMO MASTERCARD                      | TRAVEL                         | \$292.32           |
| BUSINESS PROFESSIONALS OF AMERICA   | DUES AND FEES                  | \$70.00            |
| CEDAR GRAPHICS INC                  | INSTRUCTIONAL SUPPLIES         | \$120.79           |
| CITYWIDE CLEANERS                   | INSTRUCTIONAL SUPPLIES         | \$246.00           |
| CLARK MCKAY                         | INSTRUCTIONAL SUPPLIES         | \$400.00           |
| COTTON GALLERY LTD.                 | INSTRUCTIONAL SUPPLIES         | \$2,420.61         |
| COYLE STEEL DRUM COMPANY            | INSTRUCTIONAL SUPPLIES         | \$650.00           |
| DAVIS CHURCHMAN                     | INSTRUCTIONAL SUPPLIES         | \$300.00           |
| DECKER SPORTING GOODS               | INSTRUCTIONAL SUPPLIES         | \$756.00           |
| EMMA ERNER                          | INSTRUCTIONAL SUPPLIES         | \$300.00           |
| FAREWAY STORES                      | INSTRUCTIONAL SUPPLIES         | \$27.06            |
| FARMERS STATE BANK                  | EE LIAB-DIR DEP NET PAY        | \$2,572.04         |
| FRIDAY MATT                         | OFFICIAL/JUDGE                 | \$57.50            |
| GRANT WOOD AEA                      | INSTRUCTIONAL SUPPLIES         | \$88.25            |
| GRIFFITHS FRED                      | OFFICIAL/JUDGE                 | \$55.00            |
| HANSEN PEGGY                        | OFFICIAL/JUDGE                 | \$60.00            |
| HART HAROLD                         | OFFICIAL/JUDGE                 | \$95.00            |
| HY-VEE FOOD STORE-8556              | INSTRUCTIONAL SUPPLIES         | \$299.20           |
| INTERNAL REVENUE SERVICE-9343       | EE LIAB-MEDICARE               | \$42.50            |

# Linn-Mar Community School District

## IA - Warrants Paid Listing

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| Vendor Name                           | Description                    | Check Total |
|---------------------------------------|--------------------------------|-------------|
| INTERNAL REVENUE SERVICE-9343         | EE LIAB-SO SEC                 | \$181.71    |
| INTERNAL REVENUE SERVICE-9343         | ER LIAB-MEDICARE               | \$42.50     |
| INTERNAL REVENUE SERVICE-9343         | ER LIAB-SOC SEC                | \$181.71    |
| INTERNAL REVENUE SERVICE-9343         | FEDERAL INCOME TAX WITHHOLDING | \$118.35    |
| INTERSTATE DECAL                      | INSTRUCTIONAL SUPPLIES         | \$308.12    |
| IOWA CENTRAL CHEER                    | DUES AND FEES                  | \$400.00    |
| IOWA GIRLS COACHES ASSOCIATION        | DUES AND FEES                  | \$50.00     |
| IOWA GIRLS HIGH SCHOOL ATHLETIC UNION | DUES AND FEES                  | \$2,478.00  |
| IOWA HIGH SCHOOL ATHLETIC ASSOC       | INSTRUCTIONAL SUPPLIES         | \$18.00     |
| IOWA HIGH SCHOOL SPEECH ASSOC         | INSTRUCTIONAL SUPPLIES         | \$88.00     |
| IOWA PUBLIC EMPL RETIR SYSTEM         | EE LIAB-IPERS                  | \$138.93    |
| IOWA PUBLIC EMPL RETIR SYSTEM         | ER LIAB-IPERS                  | \$208.50    |
| IOWA YOUTH SYMPOSIUM                  | INSTRUCTIONAL SUPPLIES         | \$332.00    |
| JEFFERSON HIGH SCHOOL                 | DUES AND FEES                  | \$100.00    |
| KENNEDY HIGH SCHOOL                   | DUES AND FEES                  | \$60.00     |
| KENNY DRANNON                         | OFFICIAL/JUDGE                 | \$57.50     |
| LETTER PERFECT                        | INSTRUCTIONAL SUPPLIES         | \$182.88    |
| LOUGHREN PATRICK                      | OFFICIAL/JUDGE                 | \$57.50     |
| MAIS LENNY                            | OFFICIAL/JUDGE                 | \$55.00     |
| MALLONEE BAILEY                       | INSTRUCTIONAL SUPPLIES         | \$400.00    |
| MENARDS -13127                        | INSTRUCTIONAL SUPPLIES         | \$170.47    |
| MICHAEL POWNELL                       | OFFICIAL/JUDGE                 | \$55.00     |
| MOSER KEVIN                           | OFFICIAL/JUDGE                 | \$55.00     |
| PANTINI ANDY                          | OFFICIAL/JUDGE                 | \$100.00    |
| PAPA JOHNS PIZZA                      | INSTRUCTIONAL SUPPLIES         | \$164.57    |
| PLAYSCRIPTS, INC                      | INSTRUCTIONAL SUPPLIES         | \$15.14     |
| RALLY ATHLETIC BAGS                   | INSTRUCTIONAL SUPPLIES         | \$258.00    |
| ROBSON ALEXIS                         | INSTRUCTIONAL SUPPLIES         | \$4,273.01  |
| SAM GIPPLE                            | OFFICIAL/JUDGE                 | \$50.00     |
| STEVEN RUCKER                         | OFFICIAL/JUDGE                 | \$57.50     |
| SWAN RICK                             | OFFICIAL/JUDGE                 | \$95.00     |
| TO THE LETTER                         | INSTRUCTIONAL SUPPLIES         | \$80.00     |
| TREASURER ST OF IA                    | STATE INCOME TAX WITHHOLDING   | \$65.89     |
| TRIHIX ATHLETIC APPAREL               | INSTRUCTIONAL SUPPLIES         | \$2,197.50  |
| TROTT TROPHIES                        | INSTRUCTIONAL SUPPLIES         | \$5.50      |
| UTTERBACK BILL                        | OFFICIAL/JUDGE                 | \$112.50    |
| WALMART                               | INSTRUCTIONAL SUPPLIES         | \$87.84     |
| WATSON KIRK                           | OFFICIAL/JUDGE                 | \$95.00     |
| WAVERLY-SHELLROCK HIGH SCHOOL         | DUES AND FEES                  | \$96.00     |
| WESTERN DUBUQUE HIGH SCHOOL           | INSTRUCTIONAL SUPPLIES         | \$600.00    |
| WILSON WILLIAM                        | OFFICIAL/JUDGE                 | \$95.00     |
| YUSKA BILLY                           | OFFICIAL/JUDGE                 | \$95.00     |
| YUSKA BRANDON                         | OFFICIAL/JUDGE                 | \$95.00     |
| Fund Total:                           |                                | \$37,039.74 |

## Linn-Mar Community School District

### IA - Warrants Paid Listing

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| Vendor Name                | Description      | Check Total |
|----------------------------|------------------|-------------|
| <b>Fund: Student Store</b> |                  |             |
| BMO MASTERCARD             | GENERAL SUPPLIES | \$97.15     |
| BSN SPORTS                 | GENERAL SUPPLIES | \$2,467.00  |
| COTTON GALLERY LTD.        | GENERAL SUPPLIES | \$150.00    |
| RAYGUN                     | GENERAL SUPPLIES | \$432.00    |

**Fund Total: \$3,146.15**

**Grand Total: \$6,612,090.75**

End of Report



**Ahlers & Cooney, P.C.**  
Attorneys at Law

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

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**Fax:** 515-243-2149

**www.ahlerslaw.com**

Elizabeth A. Grob

515.246.0305

bgrob@ahlerslaw.com

October 30, 2018

**VIA E-MAIL**

J.T. Anderson  
Linn-Mar Community School District  
2999 North 10th Street  
Marion, Iowa 52302

Re: Linn-Mar Community School District  
Bond Counsel and Disclosure Counsel Engagement Agreement  
Proposed Issuance of Approximately \$10,000,000 General Obligation School Bonds,  
Series 2018 (the "Bonds")

Dear J.T.:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond and disclosure counsel to the Linn-Mar Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds will be secured by the debt service levy and are being issued to complete the project approved by the voters at the September 11, 2018 General Obligation Bond Election. We further understand that final sizing of the Bonds has not yet been completed and that you have engaged Piper Jaffray & Co. as the financial advisor. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond and disclosure counsel services described herein.

**SCOPE OF ENGAGEMENT**

*Bond Counsel*

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.

- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.
- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

#### *Disclosure Counsel*

As Disclosure Counsel to the District, we will work with the District, including the officers and employees, the Financial Advisor, and other parties to this transaction to provide the following services:

1. Consult with District officials, District staff and District's Underwriter and/or Dissemination Agent concerning disclosure requirements, questions and issues relating to the initial issuance of the Bonds and concerning continuing disclosure requirements.
2. Attend, upon request, any meeting of the District or any meeting of District staff relating to disclosure matters that pertain to the District's issuance of the Bonds.
3. Review the District's preliminary and final official statements, prepared by Piper Jaffray & Co., in connection with the Bond offering for Issuer's review and approval, with the assistance of District officials and staff.
4. Review all Bond documents prepared in connection with the issuance of the Bonds to the extent such documents involve or affect disclosure matters.
5. Consult with District officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.



6. Provide the District such other legal services and advice with respect to the Bonds as are traditionally provided by disclosure counsel.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the District stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the District's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds.

#### COOPERATION

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the District staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

#### LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.

- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
- (g) After Closing, providing continuing advice to the District or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.
- (j) Acting in a financial advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

#### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our

representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

#### OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

#### FEES

##### *Bond Fees:*

The fee we charge for services rendered under this Agreement for Bonds for which we give a Bond Opinion and written advice as Disclosure Counsel is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We estimate our fee for Bond Counsel services to be \$12,000 and our fee for Disclosure Counsel services to be \$7,500. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the services outlined above but we will do so in the event that circumstances require.

In addition to the above fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500 per issue of Bonds. We will contact you prior to incurring expenses that exceed this amount.

*Billing Matters:*

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion and written advice as Disclosure Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). My current hourly rate is \$315. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$100. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

*Other Advice:*

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

\*\*\*\*\*

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

October 30, 2018

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It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

A handwritten signature in dark ink, appearing to read "Beth", written over a horizontal line.

Elizabeth A. Grob

EAG:nj

Enclosures

Accepted and Approved this \_\_\_\_\_  
day of \_\_\_\_\_, 2018:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By \_\_\_\_\_  
President of the Board of Directors

01525739-1\18139-047



## HOST CONTRACT

Effective November 7, 2018, Linn-Mar Community School District (“Host”) and Marzano Research, LLC (“Marzano Research”) agree that Marzano Research will provide an Associate to disseminate information to Host in exchange for \$1,650.00 (USD). The parties agree as follows:

1. **Services:** Marzano Research agrees to provide a speaker, Tammy Heflebower (“Associate”), to disseminate information for Host on the topic of *Formative Assessment and Standards-Based Grading* on February 7, 2019 for a 90-minute webinar.
2. **Compensation:** Host will pay Marzano Research a total contract amount of \$1,650.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Research a non-refundable deposit of 20% of the total contract amount, \$330.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$1,320.00 (USD) will be invoiced upon completion of the services. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
3. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
4. **Intellectual Property:** Host acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
5. **Audio/Video Equipment:** All sessions will be conducted over Zoom (for technical requirements, see Exhibit A). To access the services, Host must use a hardwired or Ethernet internet connection and a computer with a video/web camera, a sound card, a microphone, and speakers. For audio connections, Host may alternatively use a telephone with conference-call capabilities located in the same room as the IWC. Host shall provide Tech Support contact available by phone and email for testing equipment before session and troubleshooting at time of IWC. There is a limit of 25 unique logins per IWC session.
6. **Recording of Presentation:** All audio and video recording is prohibited.
7. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host’s request.
8. **Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective

date of this Contract. Marzano Research may terminate this Contract if Host's equipment is not up to the required standard by 30 days prior to the IWC. If Host's equipment fails during the IWC, Host will still be liable for the full amount.

- 9. Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.
- 10. Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
- 11. Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Linn-Mar Community School District, 3111 N. 10th St., Marion, IA 52302, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 12. Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- 13. Nature of Contract:** Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Research:

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Sondra Nelson  
President  
Linn-Mar Community School District

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Date

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Megan Schutz  
Professional Development Department  
Manager  
Marzano Research, LLC

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Date

**EXHIBIT A**  
**TECHNICAL REQUIREMENTS FOR AN INTERACTIVE WEB CONFERENCE**

*If any of the requirements below are not available, please contact your Marzano Research PD Representative immediately.*

|                                       |  |  |
|---------------------------------------|--|--|
| <b>SYSTEM REQUIREMENTS</b>            | <ul style="list-style-type: none"> <li>• An internet connection – broadband wired or wireless (3G or 4G/LTE)</li> <li>• Speakers and a microphone – built-in or USB plug-in or wireless Bluetooth</li> <li>• A webcam or HD webcam - built-in or USB plug-in</li> <li>• Or, a HD cam or HD camcorder with video capture card</li> </ul>  |  |
| <b>SUPPORTED OPERATING SYSTEMS</b>    | <ul style="list-style-type: none"> <li>• Mac OS X with MacOS 10.6.8 /(Snow Leopard) or later</li> <li>• Windows 10</li> <li>• Windows 8 or 8.1</li> <li>• Windows 7</li> <li>• Windows Vista with SP1 or later</li> <li>• Windows XP with SP3 or later</li> <li>• Ubuntu 12.04 or higher</li> </ul>  | <ul style="list-style-type: none"> <li>• Mint 17.1 or higher</li> <li>• Red Hat Enterprise Linux 6.4 or higher</li> <li>• Oracle Linux 6.4 or higher</li> <li>• CentOS 6.4 or higher</li> <li>• Fedora 21 or higher</li> <li>• OpenSUSE 13.2 or higher</li> <li>• ArchLinux (64-bit only)</li> </ul> |
| <b>SUPPORTED BROWSERS</b>             | <ul style="list-style-type: none"> <li>• Windows: IE7+, Firefox, Chrome, Safari5+</li> <li>• Mac: Safari5+, Firefox, Chrome</li> <li>• Linux: Firefox, Chrome</li> </ul>   |  |
| <b>PROCESSOR AND RAM REQUIREMENTS</b> | <p><b>PROCESSOR</b></p> <ul style="list-style-type: none"> <li>• Minimum: Single Core 1Ghz or Higher</li> <li>• Recommended: Dual Core 2Ghz or Higher (i3/i5/i7 or AMD equivalent)</li> </ul> <p><b>RAM</b></p> <ul style="list-style-type: none"> <li>• Minimum: N/A</li> <li>• Recommended: 4 Gb</li> </ul> <p>Note: Linux requires a processor or graphics card that can support OpenGL 2.0 or higher</p>   |  |
| <b>BANDWITH REQUIREMENTS</b>          | <p>The bandwidth used by Zoom will be optimized for the best experience based on the participants' network. It will automatically adjust for 3G, WiFi or Wired environments.</p> <p>Recommended bandwidth for Webinar Attendees:</p> <ul style="list-style-type: none"> <li>• For 1:1 video calling: 600kbps (down) for HQ video and 1.2 Mbps (down) for HD video</li> <li>• For screen sharing only (no video thumbnail): 50-75kbps (down)</li> <li>• For screen sharing with video thumbnail: 50-150kbps (down)</li> <li>• For audio VoIP: 60-80kbps (down)</li> </ul> |  |



## CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Research sales or PD representative.

[sheena.poskie@marzanoresearch.com](mailto:sheena.poskie@marzanoresearch.com)

Payments, including deposit checks, should be mailed directly to the Business Office:

Marzano Research, LLC  
ATTN: Accounts Receivable  
555 North Morton St.  
Bloomington, IN 47404

Please provide the following information in both sections:

### Who will be the contact person for the work?

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

### Who will receive and pay the invoices?

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

### Shipping Information *(required for resource delivery)*

Shipping Contact: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_  
Delivery Times: \_\_\_\_\_

Choose one: ☐ Do you have a Delivery Dock?  
☐ Do you have double doors (for pallet)?  
☐ Do you require inside delivery?

**2018-2019 School Year Agreement  
Between  
Recover Health of Iowa, Inc. and Linn-Mar Community School District**

THIS AGREEMENT IS between Recover Health of Iowa, Inc. (“**PROVIDER**”) and **Linn-Mar Community School District (“DISTRICT”)**.

**WHEREAS**, District requires Skilled Nursing Services.

**WHEREAS**, Provider is a Medicare-certified home health agency, licensed to provide Skilled Nursing Services, and qualified to furnish services required by District.

**NOW, THEREFORE, IN CONSIDERATION** of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I**

**NATURE OF ARRANGEMENT**

**1.1 Purpose.** Provider agrees to provide LPN and RN services to children with special medical needs who attend Linn-Mar Community School District, as requested by District and indicated on the Addendum(s) to this Agreement. The responsibility for determining the quantity and frequency of LPN and RN services shall be mutually agreed upon by District and Provider.

**ARTICLE II**

**TERM**

**2.1 Term.** The term of this agreement shall be the 2018-2019 school year, including 2019 summer school. This Agreement or any portion thereof may be cancelled by either party at any time, with or without cause.

**ARTICLE III**

**DUTIES AND OBLIGATIONS OF PROVIDER**

**3.1 Provider** shall be responsible for the following:

- a) Providing a copy of criminal history background checks through the Iowa Department of Health upon request for each nurse who provides services under this Agreement.
- b) Providing a copy of nursing licensure upon request for each nurse who provides services under this Agreement.
- c) Providing proof of negative tuberculosis screening upon request for each nurse who provides services under this Agreement.
- d) Providing an agency plan of care for the student(s) identified in Article I developed in conjunction with the family, school personnel, and other health care professionals under the direction of the client’s physician.
- e) Providing certificate of insurances specified in Article VI upon request.
- f) Completing clinical documentation of cares delivered as required by the District and consistent with nursing standards.
- g) Orientating nursing staff to the Recover Health policy and procedures for internal reporting of abuse and neglect, mandatory reporter training for child and dependent adult abuse, infection control and universal precautions, and client-specific plan of care.
- h) Performing agreement under this Agreement as an independent contractor and solely responsible for employee compensation, employee benefits, and Workers' Compensation for each nurse who provides services under this Agreement.
- i) Submitting to District an invoice of all LPN and RN services provided to District.
- j) Assisting student(s) specified in Article I with clinical needs as directed by physician orders and with non-clinical needs as directed by District.

**2018-2019 School Year Agreement  
Between  
Recover Health of Iowa, Inc. and Linn-Mar Community School District**

**ARTICLE IV  
DUTIES AND OBLIGATIONS OF DISTRICT**

**4.1 District** shall be responsible for the following:

- a) Providing a school schedule of requests for nursing services.
- b) Scheduling and furnishing Provider's nursing staff with appropriate orientation for the school setting.
- c) Notifying Provider in a timely manner of any changes in the time schedule or hours of service.
- d) Furnishing Provider with all records and information relevant to the services being provided.
- e) Furnishing Provider with any relevant school policies.
- f) Supplying compensation to Provider for services rendered within thirty (30) days after receipt of invoice and required service documentation.

**ARTICLE V  
COMPENSATION**

**5.1 Cost of Service.** Purchased services specified herein shall be delivered at the rate(s) indicated on the Addendum(s) to this Agreement.

**5.2 Invoices.** District will be invoiced every month for services rendered under this Agreement.

Payment is due thirty (30) days after receipt. Invoices will be sent to:

Linn-Mar Community School District  
2999 N 10<sup>th</sup> St  
Marion, IA 52302

**ARTICLE VI  
INSURANCE**

**6.1** Provider agrees to maintain the professional liability insurance and Worker's Compensation insurance needed to perform the services specified above throughout the duration of this Agreement.

**ARTICLE VII  
DATA PRIVACY**

**7.1 Data Practices.** Program data maintained or compiled by the Provider in its performance of this Agreement shall be subject to the Family Educational Right and Privacy Act (FERPA), as well as any other applicable federal or state statutes, rules, and regulations on Data Privacy. Provider agrees to abide strictly by these statutes, rules, and regulations.

**ARTICLE VIII  
INDEMNIFICATION**

**8.1** Each party will indemnify and hold the other party harmless from and against all claims, demands, costs, expenses, liabilities, and losses (including reasonable attorneys' fees) that result from the indemnifying party's material breach of this agreement, or malfeasance, negligence, or medical malpractice caused by the indemnifying party or through the indemnifying party's respective employees, agents, or contractors.

In signing this Agreement, we acknowledge our legal authority to do so and, further, acknowledge and accept the provisions contained herein.

**PROVIDER:**

Recover Health of Iowa, Inc.

**DISTRICT:**

Linn-Mar Community School District

\_\_\_\_\_  
Greg Von Arx  
President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

**Addendum A  
To The  
2018-2019 School Year Agreement  
Between  
Recover Health of Iowa, Inc. and Linn-Mar Community School District**

Recover Health of Iowa, Inc. ("Provider") and Linn-Mar Community School District ("District") have entered a 2018-2019 School Year Agreement (the "Agreement") to provide LPN and RN services to District children with special medical needs. Effective September 1, 2018, the parties incorporate this Addendum A into the Agreement.

**STUDENT(S):**

The Agreement covers services provided to the following student(s):

For student confidentiality, no names provided.

**RATES:**

Purchased services for the above student(s) shall be delivered at the following rates:

RN/LPN:           \$54.68 per hour

Service time billed includes transport time to and from school.

All other terms and conditions of the Agreement remain unchanged.

In signing this Addendum, we acknowledge our legal authority to do so and, further, acknowledge and accept the provisions contained herein.

**PROVIDER:**

Recover Health of Iowa, Inc.

**DISTRICT:**

Linn-Mar Community School District

\_\_\_\_\_  
Greg Von Arx  
President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

# Independent Contractor Agreement

## Linn-Mar Community School District

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with CAREY BOSTIAN, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's Linn-Mar High School Orchestra

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

1. **SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform the following 5 services which shall generally involve coaching orchestra students. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

Aug. 29      Oct. 10  
 Sept. 5      Oct. 17, 2018  
 Sept. 12  
~~Sept. 26~~ CB

2. **TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$ 500 OR at a rate of \$ 100, not to exceed \$ 500 for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

3. **INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

4. **TERM:** This Agreement shall begin on Aug. 29, 2018 and shall continue in effect until Oct. 17, 2018, unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

7. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment tax.

8. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

9. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.

10. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

11. **TERMINATION:** This agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

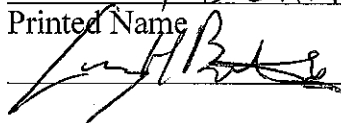
14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 6<sup>th</sup> day of Sept., 2018.

**Independent Contractor**

By:

CAREY BOSTIAN  
Printed Name  


Title: cellist

**Linn-Mar Community School District**

By:

\_\_\_\_\_  
Printed Name:  
\_\_\_\_\_

Title: \_\_\_\_\_  
Board President

## Independent Contractor Agreement Linn-Mar Community School District

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

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

1. **SERVICES TO BE PERFORMED:** 9<sup>th</sup> play director
2. **GROUP /DEPARTMENT WORKING WITH** drama
3. **AMOUNT of PAYMENT:** \$1785

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 3/11/19 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,  
Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume



exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on 12/1, 2018 and shall continue in effect until 3/1, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 10 day of September, 2018.

**Independent Contractor**

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

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

**Linn-Mar Community School District**

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

Board President

# Independent Contractor Agreement

## Linn-Mar Community School District

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**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with MIERA KIM, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's Linn-Mar HS Orchestra

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

**1. SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform the following 5 services which shall generally involve ~~coaching orchestra students~~ The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

Aug. 29, 2018  
Sept 5  
Sept. 12  
Oct. 10  
Oct. 17

**2. TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$ 500 OR at a rate of \$ 100, not to exceed \$ 500 for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

**3. INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

**4. TERM:** This Agreement shall begin on Aug 29, 2018 and shall continue in effect until Oct. 17, 2018, unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

7. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment tax.

8. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

9. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.

10. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

11. **TERMINATION:** This agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 6<sup>th</sup> day of September, 2018.

**Independent Contractor**

**Linn-Mar Community School District**

By:

By:

Miera Kim

Printed Name

Printed Name:

Miera Kim

Title: Violinist

Title:

Board President

## Independent Contractor Agreement Linn-Mar Community School District

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**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Michelle Blair, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's Linn-Mar High School.

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

**1. SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform the following teaching services which shall generally involve coaching All-State mock auditions. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

Wednesday, October 10, 2018  
4:00-8:30pm  
Linn-Mar High School

**2. TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$ 100 OR at a rate of \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

**3. INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

**4. TERM:** This Agreement shall begin on October 10, 2018 and shall continue in effect until October 10, 2018, unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

7. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment tax.

8. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

9. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.

10. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

11. **TERMINATION:** This agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 18th day of October, 2018.

**Independent Contractor**

By:

  
Printed Name  
Michelle P. Blair

Title: Coe College Orchestra Director

**Linn-Mar Community School District**

By:

Printed Name: \_\_\_\_\_

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

Board President