



BOARD WORK SESSION HIGH SCHOOL FOCUS NOVEMBER 19, 2018

Welcome to Linn-Mar High School

Home of the Lions

TM

Instructional Decision-Making For Student Learning of ALL Students

The Five 'Critical' Questions

1. What is it, exactly, that we expect students to learn in our classes?
2. How will we provide instruction to allow for the most student learning occur?
3. How will we know when they have learned it?
4. How will we respond when they don't learn?
5. How will we respond when they already know it?

PLC Process Incorporates Responding To These Five Questions.



Building-Level Professional
Development

Teacher Professional Growth
Goals

Teacher Leader Coaching
Focus

Priority Standard Development

.....Everything Instruction

Everything except Building Security-Safety built around the Five Critical Questions

Focus Areas for Board Work Session

Overview: Will update you on specific areas of initiative and focus at LMHS relating to these Five Critical Questions

- PowerSchool Learning
- RTI (Response to Intervention)
- COMPASS (Credit Recovery and Alternative Instruction)
- HRS (High Reliability Schools)



Overview 2018-2019 School Year



The Linn-Mar High School Class of 2022 First Day of High School – August 23, 2018

LMHS Student Information

A Quick Snapshot...

- Enrollment: **2189** (official on October 1) (includes Compass)
- By Grade Level: Does not include Compass or Success Center
 - *12th Grade:* **476** (*Graduation # will include Compass*)
 - *11th Grade:* **508**
 - *10th Grade:* **569**
 - *9th Grade:* **553**
 - *Minority %:* **16%**
 - *Free and Reduced %:* **16%**
- Future Enrollment Estimates (Source: RSP Consultants, spring 2018):
 - *2019-20:* **2284**
 - *2020-21:* **2314**
 - *2021-22:* **2340**
 - *2022-23:* **2396**

Considerations for Current LMHS Initiatives...

- Demonstrated Need and Goal Areas of District and Building
- Technology Capacity/Availability
- Student Information System and Student Course Communication Upgrades
- State Education Trends: a “**Standards**” focus...

Considerations for Current LMHS Initiatives...

State Board of Education Duties, include:

“Adopting content **standards** applicable to all kindergarten through 12th grade students.”

State Board of Education Priorities/Goals, include:

“Implementing Iowa’s Academic **Standards**...

“Goal: *All school districts...will continuously improve implementation of Iowa’s high and rigorous academic **standards** to prepare students to be college and career ready.*

“Goal: *Statewide assessment of student learning in English language arts, math and science will be aligned to Iowa’s academic **standards**.*

“Goal: *All schools will deliver instruction that focuses on personalized student-centered learning.*”



Critical Question #1:

What is it, exactly, that we expect students to learn in our classes?

Methods of Implementation:

1. Curriculum Mapping
2. Priority Standards Identification
 - a. From all Common Core Standards,
 - b. Review/Refinement has been a focus in 2017-18 and continues through 2018-19



Critical Question #2:

How will we provide instruction to allow for the most student learning occur?

Methods of Implementation:

1. **Deliberate Instructional Decision-Making**
2. **Coaching Cycle Process, Professional-Growth Goal Process and Model Teacher Visits**
3. **Multiple Platforms of Instructional Delivery**



Critical Question #2:

How will we provide instruction to allow for the most student learning occur?

Methods of Implementation:

1. Deliberate Instructional Decision-Making

- a. **PLC Process** – always moving toward research-based and scientific-based decision-making,



Critical Question #2:

How will we provide instruction to allow for the most student learning occur?

Methods of Implementation:

2. Coaching Cycle Process (*w/Teacher Leaders*) based on Iowa Teaching Standards and Marzano Elements of Lesson Design, (Required of All Teachers)

Professional-Growth Goal Process (*w/Teacher Leaders*) based on Critical Question #2 (Instructional Decision-Making) or #3 (Assessment), (Required of All Teachers)

Model Teacher Visits, (Required of All Teachers)



Critical Question #2:

How will we provide instruction to allow for the most student learning occur?

Methods of Implementation:

3. Multiple Platforms of Instructional Delivery, standards-referenced

a. 'Traditional' Instruction

b. 'Blended' Instruction (27 sections in 10 classes)

c. 'Online' Instruction (future - beyond Credit Recovery)

d. 'Problem/Project/Work-Based' Instruction (Iowa BIG, Roar Store, Ag R+D, PLTW Classes, Entrepreneurship, Ag Environment Science Issues, Buildings and Trades)

e. 'Alternative' Instruction (COMPASS)

(Future focus: Helping students to know how they learn best).



Critical Question #2:

How will we provide instruction to allow for the most student learning occur?

E. COMPASS – Alternative Pathway

- Alternative Learning Environment: (located in the LRC)
 - *Student's choose to attend COMPASS primarily during Junior and/or Senior years.*
 - *Also have a strong Credit Recovery and Credit Completion Component.*

Compass



1. Over the **past 5 Quarters** we have graduated **57** Seniors. A mix of 5th Year seniors, 'on time' seniors and early graduates.
2. We have worked very hard on creating a **climate** that is **conducive to learning** for our students.
3. This year we have implemented **quarterly celebrations** to recognize outstanding work done by our students. (For some students it is the first time they have ever been recognized for achievement).
4. The addition of resources for this year, including **.5 academic assistance counselor** and adding **.5 social studies teacher** last year, has been integral in helping COMPASS to succeed.

COMPASS at a Glance

Our Staff consists of:

- Pat Lampe Business and Math
- Kourtney Albright Language Arts
- Chelsea Dill .5 Social Studies (also at LMHS)
- Todd Goodell Academic Assistance Counselor (w/LMHS)
- Danielle Patterson Academic Assistance Counselor (w/LMHS)
- Michelle Wilson On-Line Course Supervisor
- Steve Goodall Associate Principal (w/LMHS)

Our COMPASS Students

- We currently have around **80 students**
- Approximately **20** from Marion H.S. and **60** from LMHS
- They **enroll** with us for a variety of reasons, including:
 - A. Smaller environment*
 - B. Credit recovery*
 - C. Need of change in setting*

Questions?

Critical Question #2:

How will we provide instruction to allow for the most student learning occur?

Needs In This Critical Question Area Addressed By Renovation and Technology Upgrade:

Wireless Capability, Student Work Areas (Classrooms, Commons Spaces), Location of COMPASS

Future Considerations/Needs:

Computer Availability for students is now a critical need - Have a just better than 2:1 (student:computer) ratio now





Critical Question #3: How will we know when they have learned it?

Methods of Implementation:

1. Proficiency Scales Implementation (based on Priority Standards)
 - a. *Student usage (no mystery about what is expected)*
2. Common Assessments (formative emphasis)
 - a. *Alignment with Priority Standards and Proficiency Scales*
3. PowerSchool Upgrades with Standards-Referenced Reporting
 - a. *Conversation to Traditional Grades*
 - b. *Will maintain Transcripts, Letter Grades, G.P.A.'s*



Critical Question #3: How will we know when they have learned it?

Planning Schedule:

- 2017-18: Revising Curriculum Maps, Priority Standards, Proficiency Scales
- 2018-19: Power School Learning work for all LMHS courses based on Priority Standards
- 2019-20: Power School Learning Implementation in all LMHS courses Common Assessment Focus
- 2020-21: Entering only Standard Scores and having Power School convert to a traditional grade using our conversion scale

Critical Question #4: How will we respond when they don't learn?

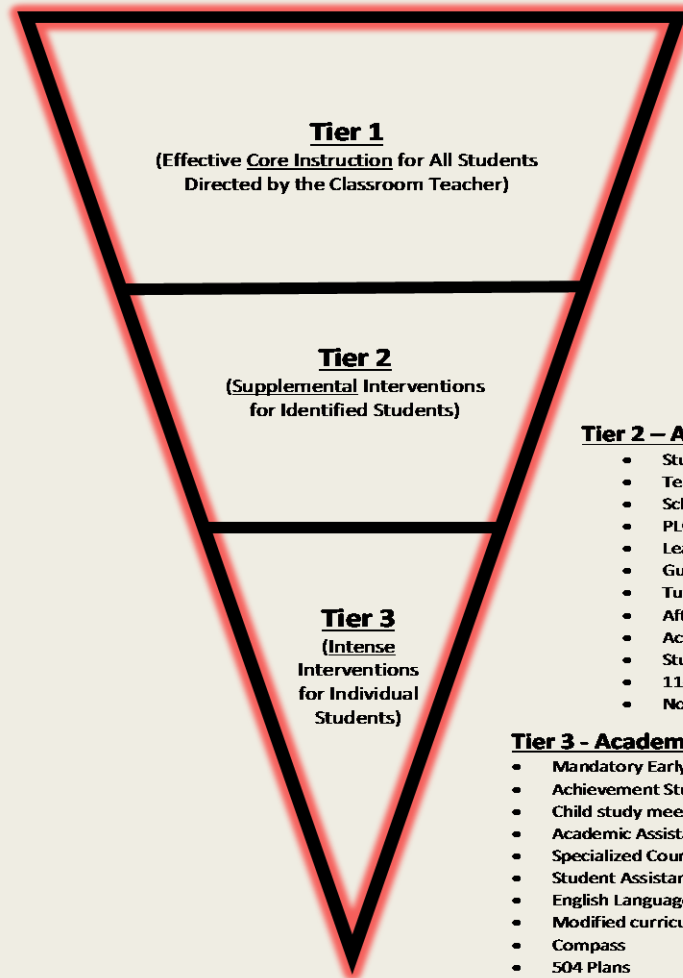
Methods of Implementation:

1. RTI (Response to Intervention)
 - a. *Classroom (Interventions)*
 1. PLC Focus
 - a. Strategic/Targeted Instruction (based on Proficiency Scales)
 2. Study Table Concept (additional target time)
 - b. *Learning Center Concept*
 1. Purposeful, Learning Monitored 'Study Hall'
 2. Tutoring Center (including RIFF Room)
 3. Guided Studies Center (including Math Intervention)
 4. Achievement Studies (most intensive)



Critical Question #4: How will we respond when they don't learn?

RTI (Response To Intervention)



Tier 1
(Effective Core Instruction for All Students
Directed by the Classroom Teacher)

Tier 2
(Supplemental Interventions
for Identified Students)

Tier 3
(Intense
Interventions
for Individual
Students)

Tier 1 – Academic

- Student/Teacher relationship
- Teacher instruction and decision making
- Clear, established, and consistent classroom expectations
- Communicated priority standards
- Communicated proficiency scales
- Common assessments
- PLC (weekly collaboration by teachers)
- Standards Proficiency Checks
- Up to date online proficiency/grade access
- PowerSchool Learning websites
- Course syllabus/pacing guide
- Course curriculum maps
- Early Session
- Learning Center
- Peer and adult open tutorial sessions
- Student/Counselor meetings (academic)
- 9th grade orientation
- Positive Referral Program

Tier 1 – Behavioral

- Student/Teacher relationship
- Teacher instruction and decision making
- Clear, established, and consistent classroom expectations
- Communicated priority standards (behavioral)
- Communicated proficiency scales (behavioral)
- PLC (weekly collaboration by teachers)
- Up to date online proficiency/grade access (behavioral)
- Student/Counselor meeting (personal/social) counseling
- Positive Referral Program

Tier 2 – Academic

- Student/Teacher conference
- Teacher contact with home
- Scheduled Early Sessions
- PLC (Identification/collaboration of students with low proficiency scores)
- Learning Center support referral (if student's schedule allows)
- Guided Studies Lab
- Tutoring Lab
- Afterschool guided study program
- Academic Assistance Counselor support
- Student Assistance Counselor support
- 11-12 end of term intervention forms
- No Time Release Program

Tier 2 – Behavioral

- Student/Teacher conference
- Teacher contact with home
- Administrator behavioral referral
- Student Assistance Counselor support
- School Resource Officer support
- Outside agency counseling
- No Time Release Program

Tier 3 – Academic

- Mandatory Early Sessions (parents have to be on board)
- Achievement Studies
- Child study meeting with counselor (parent meeting)
- Academic Assistance Counselor support (Credit recovery/completion)
- Specialized Courses (Algebra & Geometry Priority Standard / Academic Lit / Pre-Algebra x2)
- Student Assistance Counselor support
- English Language Learner
- Modified curriculum
- Compass
- 504 Plans
- GWAEA learning deficit review/testing

Tier 3 - Behavioral

- Behavioral plans
- Attendance contracts
- Admin lead parent meeting
- Student Assistance Counselor support
- Outside agency counseling
- School Resource Officer support
- GWAEA behavioral review/testing



Critical Question #5:
How will we respond when they
already know it?

Methods of Implementation:

1. Enrichment and Extension
 - a. *Classroom (focus)*
 1. PLC Focus (Strategic and Target)
 2. Focus on the individual student need
 - b. *PowerSchool Learning (teaching supplement tool)*

POWERSCHOOL LEARNING ICONS



Learning Target
What you are expected to know or be able to do at the end of a lesson/unit.



Learning
Content that will provide information to help you meet the learning target.



Check for Understanding
Let's see if we met the learning target. Do you need more support to get there or are you ready to move on?



More Detail
More information or information explained in a different way to help us meet the learning target.



Enrichment
We met the learning target, now let's expand on what we learned.

Images designed by Chris Thilges

Supplementing the Five Critical Questions within and outside of the Classroom Each Day

1. Power School Learning (PSL) – a ‘tool’ to keep these Five Critical Questions in the classroom each day.
Required in set-up of all ‘Blended’ Courses. In August of 2019, all LMHS courses will have basic organization in PowerSchool Learning. The Icons for the Five Critical Questions within PowerSchool Learning, including questions #4 and #5, ensure that each Priority Standard is addressed using all Five Critical Questions.
Establishing a consistency for students is what PowerSchool Learning provides. How it is approached is still up to the individual teacher.
2. Samples from Classes Currently Using Power School Learning:

Ensuring Sustainability and Continued Focus

High Reliability Schools (HRS) Process – Robert Marzano

Continuous Attention and Focus to Important 'Indicators' to ensure a high reliability of success for ALL students.

Leading and *Lagging* Indicators for:

First Three of Five Levels

Level I: Safe and Collaborative Culture

Level II: Effective Teaching in Every Classroom

Level III: Guaranteed and Viable Curriculum

Level 1: Safe and Collaborative Culture

HRS

Leading Indicators:

- 1.1 The faculty and staff perceive the school environment as safe and orderly.
- 1.2 Students, parents and the community perceive the school environment as safe and orderly.
- 1.3 Teachers have formal roles in the decision-making process regarding school initiatives.
- 1.4 Teacher teams and collaborative groups regularly interact to address common issues regarding curriculum, assessment, instruction, and the achievement of all students.
- 1.5 Teachers and staff have formal ways to provide input regarding the optimal functioning of the school.
- 1.6 Students, parents, and the community have formal ways to provide input regarding the optimal functioning of the school.
- 1.7 The success of the whole school, as well as individuals within the school, is appropriately acknowledged.
- 1.8 The fiscal, operational, and technological resources of the school are managed in a way that directly supports teachers.

Level 2: Effective Teaching in Every Classroom

HRS

Leading Indicators:

- 2.1 The school leader communicates a clear vision as to how instruction should be addressed in the school.
- 2.2 Support is provided to teachers to continually enhance their pedagogical skills through reflection and professional growth plans.
- 2.3 Predominant instructional practices throughout the school are known and monitored.
- 2.4 Teachers are provided with clear, ongoing evaluations of their pedagogical strengths and weaknesses that are based on multiple sources of data and are consistent with student achievement data.
- 2.5 Teachers are provided with job-embedded professional development that is directly related to their instructional growth goals.
- 2.6 Teachers have opportunities to observe and discuss effective teaching

Level 3: Guaranteed and Viable Curriculum

HRS

Leading Indicators:

- 3.1 The school curriculum and accompanying assessments adhere to state and district standards.
- 3.2 The school curriculum is focused enough that it can be adequately addressed in the time available to teachers.
- 3.3 All students have the opportunity to learn the critical content of the curriculum.
- 3.4 Clear and measurable goals are established and focused on critical needs regarding improving overall student achievement at the school level.
- 3.5 Data are analyzed, interpreted, and used to regularly monitor progress toward school achievement goals.
- 3.6 Appropriate school- and classroom-level programs and practices are in place to help students meet individual achievement goals when data indicate interventions are needed.



Linn-Mar High School

- Questions...Comments
...Feedback...

Thank you for letting us
share with you tonight !

Cabinet Update: November 19, 2018



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

Pathways		Technology		Facilities	
Goal #1 Inspire Learning	Goal #2 Inspire Learning	Goal #3 Unlock Potential	Goal #4 Unlock Potential	Goal #5 Empower Achievement	Goal #5 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.

School Improvement Advisory Committee: SIAC met on November 7th and discussed the 2017-18 Iowa Assessment and ACT data, the new state assessment, and other district initiatives. The committee had a great discussion around these agenda items and the discussions were enhanced by having two high school students add student perspective to the conversation. The committee had the following feedback for the school board:

- Continue to encourage more students to take the ACT. We had the highest participation rate this past year.
- Consider the amount of devices in our district as we move toward an online-based curriculum and testing system.
- Consider the addition of more professional development in the school calendar.
- Consider how we share the importance of district-wide assessments so that students can better focus on success during testing.
- Look at a variety of courses for Blended Learning as not all classes fit into the Blended environment.

English Language Learners Open House: The ELL program hosted an open house on November 12th that provided the opportunity to meet the teachers, learn more about the program, and meet other ELL families.

SBRC Application Fall 2018:

Based on our certified enrollment for October 2017, the district qualifies for:

- \$811,688 in modified supplemental amount for one-time funding due to increased enrollment
- \$381,847 for open enrolled out students not on the October 2016 count
- \$20,747 for English Language Learner (ELL) students that are served beyond five years

The board agenda has a motion to approve the School Budget Review Committee (SBRC) application for these modified supplemental amounts. This will give the district the increased spending authority for these dollars. When we certify the budget in the spring, the board will determine whether or not to receive the funds through the district's cash reserve levy.

Administrator Professional Development: On October 31st district administrators attended an on-site ethics training. The training included a review of several case studies, discussion surrounding what types of situations to avoid in the workplace (Examples: high fives vs. hugs, social media issues, transporting students, etc.), warning signs of potential ethics violations, documentation of ethics/misconduct issues, and brainstorming ideas regarding how the district can encourage staff to recognize and report unethical and/or questionable situations.

On January 30th district administrators will attend another on-site training that will include digging deeper into documentation, conducting effective investigations, and reviewing the importance of addressing misconduct and sensitive employee situations.

This winter district administrators will also be reviewing their *Crucial Conversations* training (and/or being trained) and complete *Crucial Accountability* training.

Staff Provide Feedback on 5th-6th Grade Buildings at Open House:

Linn-Mar staff participated in a visioning activity during an open house held for staff on November 12th to gather feedback on the district's new 5th-6th grade intermediate buildings. The exercise was led by representatives from OPN Architects and provided employees the opportunity to give feedback on ideas regarding the look of the buildings' interiors and exteriors and how they should operate.



District Achievements and Honors



Iowa BIG Community Outreach: The students and staff of Iowa BIG partnered up with Willis Dady to share stories of an unheard population and raise awareness of volunteer opportunities. The students interviewed approximately 20 homeless individuals from the Cedar Rapids community and compiled their stories of resilience to help reduce the stigma of homelessness.

COMPASS Students Honored: Congratulations to the following COMPASS students for completing their course requirements for graduation or academic achievements:

- ★ Graduation requirements met: Ryley Botsford, Elias Burkle, Makayla Clark, Jacob Ducker, and Carson Oberbroeckling
- ★ Received an award from their teacher: Ashley Ankeny, Nathaniel Cole, Cameron Murray, Dakota Prohaska, Lexi Brewer, Tevis Clark, Liam Hunt, and Makayla Masters-Christy
- ★ Other academic awards: Dashawn Williams (attendance), Jake Ducker (most credits earned), and Taitum Zimmerman (Apex award)



Key Club Community Outreach: Congratulations to the students involved in Key Club for reaching their fundraising goal of \$2,000 for UNICEF. As an incentive to reach their goal, Dr. Jeff Gustason, LMHS Principal, agreed to dye his hair pink! Looks good Dr. Gustason!



Sportsmanship Recipient: Congrats to Brady Lowe for being named as Sportsmanship Recipient during the State Volleyball Tournament! Thanks for your support of the LM Lions!

POMs News: Congratulations to POMS for making it to State Solos and receiving D1 Division honors and placing 5th and 6th in the Class VII Solo Division!

Cheerleading News: Congratulations to Cheer for making it to State and placing first in Coed Stunt Group, fourth in All-Girl Stunt Group, fourth in Coed Cheer/Dance, and Best Performances for all three teams!



Volleyball News: Congrats to the Volleyball Team and coaches for making it to the second round of State Semi-Finals! They had an awesome year! Go Lions!

Swimming News: Congratulations to the girls Swimming & Diving Team for making it to State and to Megan Norris for finishing 7th in diving!

Congratulations also go out to Serena Brizard, Lily Haars, Shannon Kelley, and Ella Wagner for making All-Metro Honors first team and Mallory Aherns, Megan Norris, and

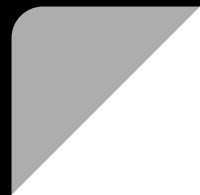
Lily Weber for making second team. Jenna Carney and Blair Pladsen received honorable mentions and Coach Bobby Kelley and staff were named Co-All-Metro Girls' Swimming Coaches of the Year!



Music News: Congratulations to the 27 fifth through ninth graders who participated in the 32nd annual Iowa Opus Honor Choir Festival on November 15th. Congratulations also go out to the 48 tenth through twelfth graders who participated in the Iowa All-State Music Festival on November 17th.



Digital Learning 1:1



Rationale

- **Changing times in education**
- **More personalized learning**
- **PowerSchool Learning**
- **Online courses**
- **Blended Learning courses**
- **Equitable access to technology**
- **Curriculum offerings via technology**
- **School from home option on weather days**
- **Positive peer pressure from neighboring schools**
- **Accessible Educational Materials - Open Ed Resources**

Equity

Same device for all students

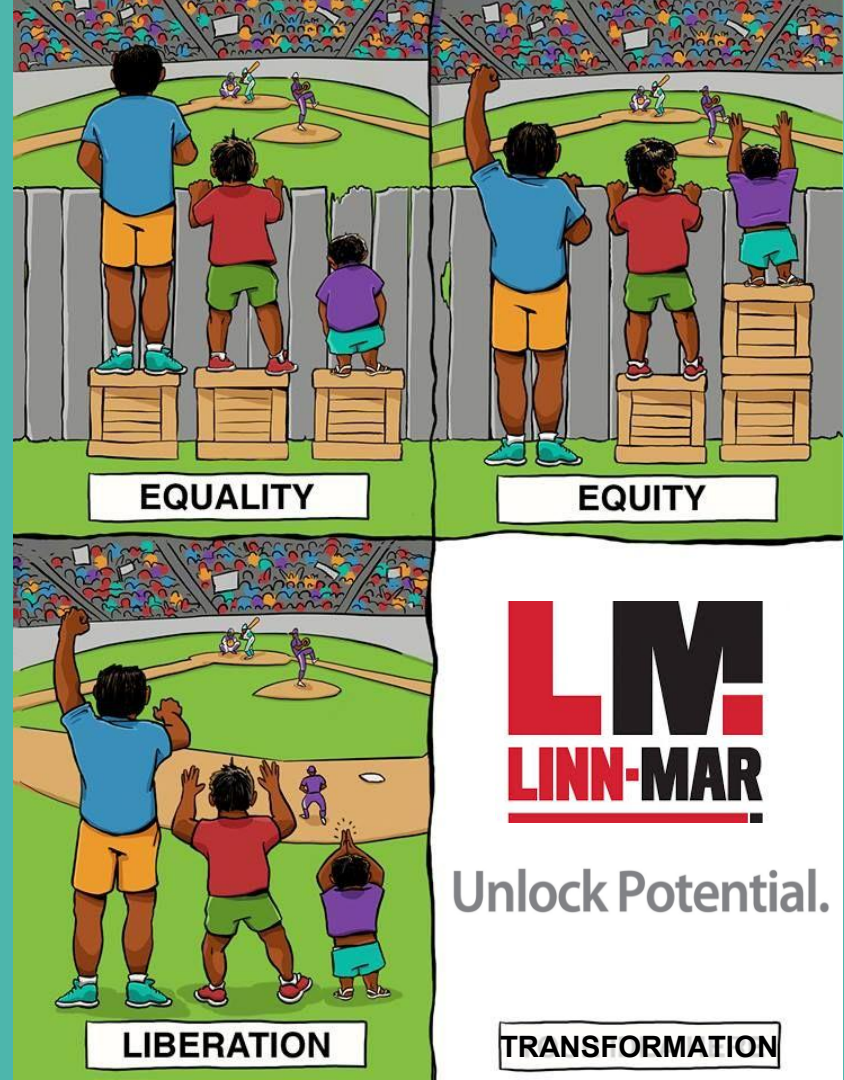
- **Instructional level**
- **PowerSchool Learning**

Sustainability + Access = Equality

Technology levels the playing field for ALL students and teachers EVERY day.

Transformational teaching and learning to Unlock Potential

Image: <http://interactioninstitute.org/the4thbox-cutout/>



LM
LINN-MAR

Unlock Potential.

Logistics

Budget

Specific Device - Instructional Level

Implementation Timeline

Digital Learning Discussion Points

Rationale:

- Changing times in education
- More personalized learning
- PowerSchool Learning
- Online courses
- Blended Learning courses
- Equitable access to technology
- Curriculum offerings via technology
- School from home option on weather days
- Positive peer pressure from neighboring schools
- Accessible educational materials - Open Ed resources

Goal:

Implementation of one-to-one (1:1) technology is not about devices or apps, it is based on the need to enhance learning for all students in our district. Implementation can expand choices for students, provide personalized learning opportunities, and support expansion of Blended Learning. Every student will have equitable access to technology to use at school. Secondary students will have the opportunity to interact with digital content at home with the device. The implementation of 1:1 will be methodically planned to ensure success. The goal of implementation aligns with strategic planning, Future Ready Schools, and the Iowa Digital Learning Plan.

Equity

Iowa Digital Learning Plan

Leadership:

GOAL: Embed an understanding of technology-enabled education within the roles and responsibilities of education leaders at all levels and set state, regional, and local visions for technology in learning.

L-M Examples: Huntley Innovation Day visit, Blended Learning training, FETC, CoSN, Future Ready Schools, L-M Technology Plan, Technology Integration Coaches, Digital Learning Committee, building Technology Committees, ITEC, ISTE.

Teaching: Teaching with technology

GOAL: Educators will be supported by technology that connects them to people, data, content, resources, expertise, and learning experiences that can empower and inspire them to provide more effective teaching for all learners.

L-M Examples: Personalized Technology Learning, TQSA course offerings, ITEC, ISTE, staff meetings, professional learning, individualized coaching with Technology Integration Coaches.

Learning: Engaging and empowering learning through technology

GOAL: All learners will have engaging and empowering learning experiences in both formal and informal settings that prepare them to be active, creative, knowledgeable, and ethical participants in our globally connected society.

L-M Examples: Digital Citizenship (staff and students), Lexia, coding, Personalized Technology Learning Integration.

Assessment:

GOAL: At all levels, our education system will leverage the power of technology to measure what matters and use assessment data to improve learning.

L-M Examples: NWEA, FAST, Lexia, Iowa Statewide Assessment of Student Progress, Blended Learning, formative assessment, PowerSchool Learning.

Infrastructure:

GOAL: All students and educators will have access to a robust and comprehensive infrastructure when and where they need it for learning.

L-M Examples: L-M technology plan, expansion of Blended Learning, current 2:1 ratio moving to 1:1.

Implementation Planning Overview

Logistics:

- Students will get a new device every four years.
 - Primary: PK-K - iPads
 - Devices stay at school
 - Elementary: 1st-4th grades
 - Devices stay at school
 - Intermediate: 5th-6th grades
 - Devices stay at school
 - Middle School: 7th-8th grades
 - Devices assigned to students and can be brought home
 - High School: 9th-12th grades - laptops
 - Devices assigned to students and can be brought home
 - High School is where we would start. A total of 1,100 student devices were added at the start of the 2018-19 school year. Another round of 1,100 devices would allow us to make the entire high school a 1:1 building.

Yet to be determined:

- Budget
- Specific device allocation
- Implementation timeline

ITEMS TO INCLUDE ON AGENDA

LINN-MAR COMMUNITY SCHOOL DISTRICT

Not to Exceed \$10,000,000 General Obligation School Bonds, Series 2018

- Resolution Directing the Advertisement for Sale, Approving Electronic Bidding Procedures and Approving Official Statement

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

November 19, 2018

The Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, met in _____ session, in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, at 7:00 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

The matter of the issuance of General Obligation School Bonds was discussed. It was the consensus that the District should offer for public sale the bonds described in the following resolution.

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

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF NOT TO EXCEED \$10,000,000 GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018, APPROVING ELECTRONIC BIDDING PROCEDURES AND APPROVING OFFICIAL STATEMENT

WHEREAS, at a special election of the qualified electors of the Linn-Mar Community School District in the County of Linn, State of Iowa, held on September 11, 2018, the voters authorized the issuance of \$55,000,000 of General Obligation School Bonds for the District for the purpose of providing funds to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites; and

WHEREAS, this Board finds it advisable and necessary that bonds authorized at the election be offered for sale for the purpose authorized at the election; and

WHEREAS, the Board deems it in the best interests of the School District and the residents thereof to receive bids to purchase such General Obligation School Bonds by means of both sealed and electronic internet communication; and

WHEREAS, the Board has received information from its Financial Advisor, recommending the procedure for electronic bidding so as to provide for the integrity of the competitive bidding process and to facilitate the delivery of bids by interested parties:

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

Section 1. That the PARITY® Competitive Bidding System described in the Notice of Sale and the Electronic Bidding Procedures attached hereto are found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale of not to exceed \$10,000,000 General Obligation School Bonds, Series 2018.

Section 2. That all electronic bidding shall be submitted in substantial conformity with Iowa Code Section 75.14 and Chapter 554D.

Section 3. That General Obligation School Bonds, Series 2018, in the aggregate amount of not to exceed \$10,000,000, to be issued as referred to in the preamble of this Resolution, to be dated December 20, 2018, will be offered for sale pursuant to published advertisement.

Section 4. That the Secretary of the Board of this School District publish notice of the sale of bonds at least once, the last one of which is not less than four days nor more than twenty days before the date of the sale. Publication will be in the *Cedar Rapids Gazette*, a legal newspaper published wholly in the English language, published within the County in which the bonds are to be offered for sale or an adjacent County. Notice is given pursuant to Iowa Code chapter 75 that bids will be received and acted upon by this Board at a meeting to be held at 12:00 Noon on December 3, 2018; the notice must be in substantially the following form:

NEWSPAPER COPY

TO BE PUBLISHED AFTER NOVEMBER 19, 2018 AND BEFORE NOVEMBER 29, 2018

(One publication required)

NOTICE OF BOND SALE

Time and Place of Sale: Sealed bids or electronic bids for the sale of General Obligation School Bonds, Series 2018, of the Linn-Mar Community School District, in the County of Linn, State of Iowa (the "Issuer"), will be received at the Finance/Technology Conference Room, Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa until 10:00 A.M. on December 3, 2018. The bids will be publicly opened at that time and evaluated by the Superintendent, Board Secretary and Financial Advisor and referred for action at the meeting of the Board of Directors.

Sale and Award: The sale and award of the bonds will be held at the Board meeting scheduled at 12:00 Noon on the same date.

The Bonds. The bonds to be offered are the following:

GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018, in the principal amount of not to exceed \$10,000,000 to be dated December 20, 2018 (the "Bonds").

**The Issuer may increase or decrease each per maturity, but the total amount to be issued will not exceed \$10,000,000.*

Manner of Bidding: Open bids will not be received. No bid will be received after the time specified above for receiving bids. Bids will be received by any of the following methods:

- Sealed Bidding: Sealed bids or electronic proposals may be submitted and will be received at the Finance/Technology Conference Room, Linn-Mar Community School District, Marion, Iowa.
- Electronic Bidding: Electronic bids via PARITY® will be received at the Finance/Technology Conference Room, Linn-Mar Community School District, Marion, Iowa. The bids must be submitted through PARITY®.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the Finance/Technology Conference Room, Linn-Mar Community School District, Marion, Iowa, (319) 377-9252. Electronic facsimile bids will be sealed and treated as sealed bids.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be

obtained by request addressed to the Secretary of the Board of Directors, Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa 52302, (319) 447-3001; or Matt Gillaspie, Piper Jaffray & Co., 3900 Ingersoll, Suite 110, Des Moines, Iowa 50312, (515) 247-2353.

Terms of Offering: All bids must be in conformity with and the sale must be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the Board of Directors of the Linn-Mar Community School District in the County of Linn, State of Iowa.

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

(End of Notice)

Section 5. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Superintendent and Board Secretary, upon the advice of the District's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

PASSED AND APPROVED this 19th day of November, 2018.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

Electronic Bidding Procedures

Electronic facsimile bids must be delivered according to the following procedures:

- 1) A fax number and a telephone number will be provided to potential bidders in the Official Terms of Offering and in the Official Bid Form included in the Official Statement.
- 2) On or before the day bids are to be taken, potential bidders may fax signed Official Bid Forms, without price or coupons, to the fax number included in the Official Statement.
- 3) Prior to the deadline for receiving bids:
 - a. Bidders may fax a completed and signed Official Bid Form to the number provided in the Official Terms of Offering; or
 - b. Bidders by fax or phone may provide the final price and coupons to be inserted in the previously provided signed Official Bid Form; or
 - c. The financial advisor may call potential bidders to request final price and coupons to be inserted in a previously provided signed Official Bid Form.

The financial advisor will note the price and coupon on the signed Official Bid Form if taken by telephone. The name of the bidder representative from whom the price and coupon were taken and the time at which they were taken must be noted on the Official Bid Form.

- 4) The financial advisor will verify the TIC and conformance with Official Terms of Offering.
- 5) Final bids will be sealed, submitted, and publicly opened by the Board's designated representative.
- 6) Subsequent to the receipt of bids, the bidder submitting the best bid will be called by the financial advisor to verify that it submitted the bid, to verify the terms, and to request re offering rates.

The telephone and fax lines at the offices of the School District will be kept open to the extent possible for an hour prior to the sale deadline. The financial advisor must not share non-public bid information of one underwriter with another underwriter or with anyone not officially involved with the bidding process.

Verification of the underwriter submitting the best bid via PARITY® may be relied upon by virtue of PARITY's® requirement of registration prior to submitting a bid.

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

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

WITNESS my hand this _____ day of _____, 2018.

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

STATE OF IOWA
COUNTY OF LINN

)
) SS: PUBLICATION CERTIFICATE
)

I certify that I am the Secretary of the Board of Directors of the Linn-Mar Community School District in the County of Linn, State of Iowa, and that as Secretary of the Board of Directors and by full authority from the Board of Directors, a

NOTICE OF BOND SALE

of which the clipping annexed to the publisher's affidavit attached, is in words and figures a correct and complete copy was published at least once, not less than four days nor more than twenty days prior to the date of the sale, in the *Cedar Rapids Gazette* in Cedar Rapids, Iowa, a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which have had for more than two years a bona fide paid circulation recognized by the postal laws of the United States which is published in the County or a county contiguous to the place of sale, and has a general circulation, and that the Notice was published in the newspaper in all of the issues published and circulated on the following date:

_____, 2018

Dated _____, 2018.

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



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 10th 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.

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 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

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 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 10th Street, Marion IA 52302
Fax: 319-377-9252
Office Hours: 7:30 AM to 4:00 PM

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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Linn-Mar Community School District
2999 N 10th Street, Marion IA 52302
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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~~ **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

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**

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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

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 — 1st Tuesday
- April — 1st Tuesday
- June — Last Tuesday
- September — 2nd Tuesday

Even Years

- February — 1st Tuesday
- April — 1st Tuesday
- September — 2nd Tuesday
- December — 1st Tuesday

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.

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 Bisgard~~, **Mr. Nathan Wear**, Associate Superintendent
319-447-3028 / ~~sbisgard@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 10th 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. 14th Street, Des Moines, IA, 50319, (800) 457-4416), the Director of the Region VII Office of the United States Equal Employment Opportunity Commission (601 East 12th Street – Room 353, Kansas City, MO, 64106, (800) 368-1019), or the U.S. Department of Education, Office for Civil Rights (Lyndon Baines Johnson Department of Education Bldg., 400 Maryland Avenue, SW, Washington, DC, 20202-1100, (800) 421-3481).

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).



**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 Bisgard~~, **Mr. Nathan Wear**, Associate Superintendent
319-447-3028 / ~~sbisgard@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 10th Street, Marion, IA 52302
Fax: 319-377-9252
Office Hours: 7:30 AM to 4:00 PM

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and federal employment laws and policies including but not limited to complaints of discrimination may also be directed in writing to the Iowa Civil Rights Commission (400 E. 14th Street, Des Moines, IA, 50319 / 800-457-4416), the Director of the Region VII Office of the United States Equal Employment Opportunity Commission (601 East 12th Street, Room 353, Kansas City, MO, 64106 / 800-368-1019), or the 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.

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 Bisgard~~, **Mr. Nathan Wear**, Associate Superintendent

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

Mrs. Karla Christian, Chief Officer of Human Resources

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

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

Fax: 319-377-9252

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

Written inquiries may also be directed to:

- Iowa Civil Rights Commission: 400 E 14th Street, Des Moines, IA 50319
- Director of the Region VII Office of the United States Equal Employment Opportunity Commission: 601 E 12th 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

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 Bisgard~~, **Mr. Nathan Wear**, Associate Superintendent

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

Mrs. Karla Christian, Chief Officer of Human Resources

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

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

Fax: 319-377-9252

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

Written inquiries may also be directed to:

- Iowa Civil Rights Commission: 400 E 14th Street, Des Moines, IA 50319
- Director of the Region VII Office of the United States Equal Employment Opportunity Commission: 601 E 12th 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

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 Bisgard~~ 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

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@Linmar.k12.ia.us~~ Nathan.wear@Linmar.k12.ia.us

Chief Officer of Human Resources Karla Christian
Phone: 319-447-3036 / Email: kchristian@Linmar.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.

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.

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.

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.

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.

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

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.

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



**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.

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.

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.

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.

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 1st thru March 1st.
- 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>)
High School	
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
Middle Schools	
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
Elementary Schools	
Gym	\$50.00/hour
Classrooms	\$25.00/hour
Multi-Purpose Rooms	\$40.00/hour
Parking Lots	\$30.00/hour
Tennis Courts	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.

School/Facility	Fee (2-hour minimum charge)
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.

Iowa Code section 257.31(5)j, Iowa Code section 262.18(9)(e), Iowa Code section 257.31(5)(j)

SBRC Application

SBRC Application for Increasing Enrollment, Open Enrollment Out, and LEP Instruction Beyond 5 Years

Due 12/1/2018

Send a copy of the board minutes to Carla Schirmerferig or provide the web address to the minutes.

Date of Board Meeting: mm/dd/yyyy
 Link to Board Minutes:

(Generated nightly, changes to Certified Enrollment are reflected the following day)

Increasing Enrollment

→ \$811,688

Actual Enrollment Fall 2017	7436.2
Actual Enrollment Fall 2018	7556.7
Increase	120.5
Current Year DCPP	6736
Maximum On-Time Funding Modified Supplemental Amount for Increasing Enrollment	611688
Request	<input type="text" value="811688"/>
	<input type="button" value="Request Max"/>

(Changes to student data are reflected immediately)

Open Enrollment Out not in Fall 2017

→ \$381,847

Open Enrollment Out Students on Fall 2018 Certified Enrollment but not on the Fall 2017 Certified Enrollment	177.8
Open Enrollment Out Students Minus Increase (previous section)	57.3
Last Year's State Cost Per Pupil for Open Enrollment Out	6664
Maximum Modified Supplemental Amount for Open Enrollment Out	381847.2
Request	<input type="text" value="381847"/>
	<input type="button" value="Request Max"/>

(Changes to student data are reflected immediately)

ELL Beyond 5 Years

→ \$20,747

Students Served Beyond 5 Years	14
Weighting	0.22
Total Weighting	3.08
Current Year DCPP	6736
Maximum Modified Supplemental Amount for LEP Instruction Beyond 5 Years	20746.68
Request	<input type="text" value="20747"/>
	<input type="button" value="Request Max"/>

Name:
 Title:
 Phone:
 Email:



Inspire Learning.
Unlock Potential.
Empower Achievement.

**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.

Sondra Nelson, Board President

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 23rd (*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 5th-6th grade intermediate buildings. The board will review the document with a motion to approve during the November 19th meeting. There will be a special board meeting on December 3rd 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 th	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 22nd 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 7:00 PM	Board Work Session 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 Only	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 eyes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 11/02/2018 - 11/15/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
Fund: Aquatic Center		
COE COLLEGE	GENERAL SUPPLIES	\$2,530.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,053.84
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$38.59
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$164.97
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$38.59
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$164.97
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$164.67
SPLASH MULTISPORT	GENERAL SUPPLIES	\$1,648.33
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$83.14
	Fund Total:	\$6,887.10
Fund: GENERAL		
ADVANCE AUTO PARTS	MAINTENANCE SUPPLIES	\$14.75
ADVANCE AUTO PARTS	TRANSP. PARTS	\$475.90
ADVANTAGE	GENERAL SUPPLIES	\$120.34
AGVANTAGE FS	GASOLINE	\$4,956.13
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$3,054.00
AHLERS AND COONEY, P.C.	PROF SERV: EDUCATION	\$44.00
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES	\$471.49
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$340.56
ALLIANT ENERGY	ELECTRICITY	\$69,374.50
AMBROSY TODD	OFFICIAL/JUDGE	\$57.00
AMERICAN INSTITUTES FOR RESEARCH	INSTRUCTIONAL SUPPLIES	\$750.00
AMERICAN SPECIALTIES	OTHER PROFESSIONAL	\$5.20
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$299.00
ARNOLD MOTOR SUPPLY	MAINTENANCE SUPPLIES	\$770.25
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$256.34
ASCD	DUES AND FEES	\$89.00
ASIFLEX	OTHER PROFESSIONAL	\$776.75
BALANCED FITNESS & HEALTH	MAINTENANCE SUPPLIES	\$400.00
BARTA BOB	OFFICIAL/JUDGE	\$67.00
BAUER BUILT	TIRES AND TUBES	\$2,301.30
BLAIR, MICHELLE	Professional Educational Services	\$100.00
BOOKHOUSE	LIBRARY BOOKS	\$43.08
BRANDT BLAKE	OFFICIAL/JUDGE	\$191.00
BRECKE	OTHER PROFESSIONAL	\$265.63
BRYANT DEMETRUS	OFFICIAL/JUDGE	\$57.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$1,196.70
BURESH RENTAL	INSTRUCTIONAL SUPPLIES	\$320.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$150.00
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$20,835.30
CASEY & KIRSCH PUBLISHERS	INSTRUCTIONAL SUPPLIES	\$90.00
CDW - GOVERNMENT	COMP/TECH HARDWARE	\$492.70
CEDAR RAPIDS COMM. SCHOOL/RW	INSTRUCTIONAL SUPPLIES	\$6,388.56
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$930.78

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 11/02/2018 - 11/15/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
CENTURYLINK	TELEPHONE	\$714.00
CHIROPRACTIC OF IOWA	PHYSICALS	\$90.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$2,258.34
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES	\$4,068.01
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$37.85
CLARK SECURITY PRODUCTS INC	MAINTENANCE SUPPLIES	\$437.60
COLDESI, INC	EQUIPMENT >\$1999	\$10,390.00
COLLECTION	EE LIAB-GARNISHMENTS	\$1,225.96
CR/LC SOLID WASTE AGENCY	GARBAGE COLLECTION	\$48.00
CRESCENT ELECTRIC	ELECTRICAL SUPPLY	\$1,553.47
CROWBAR'S	MAINTENANCE SUPPLIES	\$24.60
CULLIGAN	GENERAL SUPPLIES	\$852.00
D & K PRODUCTS	GROUNDS UPKEEP	\$245.00
DECKER EQUIPMENT	MAINTENANCE SUPPLIES	\$265.70
DEMCO	LIBRARY BOOKS	\$106.19
DENNIS COMPANY	REPAIR PARTS	\$652.37
DRAIN WIZARD	REPAIR/MAINT SERVICE	\$400.00
DRAIN WIZARD	WATER/SEWER	\$500.00
DRYSPACE INC	REPAIR/MAINT SERVICE	\$579.47
DVORAK JOHN	OFFICIAL/JUDGE	\$57.00
EVERYDAY SPEECH LLC	INSTRUCTIONAL SUPPLIES	\$199.98
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$285.84
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$433,982.00
FLOOD KEVIN	OFFICIAL/JUDGE	\$57.00
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$3,735.81
GASWAY CO, J P	GENERAL SUPPLIES	\$1,604.16
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$516.22
GRAINGER	MAINTENANCE SUPPLIES	\$573.34
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$1,014.00
GRANT WOOD AEA	STAFF WORKSH/CONF	\$1,500.00
GRIGGS MUSIC INC	EQUIPMENT REPAIR	\$544.65
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$736.95
GUY WILLIE LEE	OFFICIAL/JUDGE	\$57.00
HANDS UP COMMUNICATIONS	INSTRUCTIONAL SUPPLIES	\$160.00
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$204.00
HEIDELBAUER CHRISTOPHER	OFFICIAL/JUDGE	\$129.00
HOGLUND BUS CO. INC	TRANSP. PARTS	\$2,068.51
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$1,157.58
IDALS	DUES AND FEES	\$15.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$7,735.20
IN TOUCH RECEIPTING	DATA PROCESSING AND	\$300.00
INTEGRIS PERFORMANCE ADVISORS	PROF SERV: EDUCATION	\$9,618.75
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$8,375.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$35,812.31
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$8,375.44

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 11/02/2018 - 11/15/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$35,812.31
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$30,623.64
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$430.85
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$133,083.05
IOWA DIVISION OF LABOR	OTHER PROFESSIONAL	\$40.00
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$2,473.43
ISFIS	OTHER PROFESSIONAL	\$811.50
JCD REPAIR	INSTRUCTIONAL SUPPLIES	\$104.99
JM CROZIER CONSULTING	PROF SERV: EDUCATION	\$750.00
JOHN DEERE FINANCIAL	MAINTENANCE SUPPLIES	\$211.92
JOHNSON GAS APPLIANCE COMPANY	EQUIPMENT >\$1999	\$4,310.00
JOHNSTONE SUPPLY	REPAIR PARTS	\$46.04
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$4,024.80
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$2,100.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$47,759.40
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$171.94
LASER RESOURCES, LLC	Copies	\$12,224.49
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$0.81
LASER RESOURCES, LLC	INSTRUCTIONAL SUPPLIES	\$174.38
LETTER PERFECT	GENERAL SUPPLIES	\$88.63
LONG RANDY	OFFICIAL/JUDGE	\$62.00
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$677.02
LYNCH FORD	MAINTENANCE SUPPLIES	\$75.94
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$1,618.35
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$519.41
MARION JANITORIAL SUPPLY CO	SHOP TOOLS/EQUIPMENT	\$122.56
MARION TIMES	ADVERTISING	\$469.98
MARZANO RESEARCH LABORATORY LLC	INSTRUCTIONAL SUPPLIES	\$7,883.32
MATHESON-LINDWELD	INSTRUCTIONAL SUPPLIES	\$242.21
MCGRAW-HILL SCHOOL EDUCATION	INSTRUCTIONAL SUPPLIES	\$322.74
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$52.04
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$35.97
MERCY EAP SERVICES	PROF SERV: EDUCATION	\$375.00
MERCYCARE COMMUNITY PHYSICIANS	OTHER PROFESSIONAL	\$1,158.00
MIDWAY OUTDOOR EQUIPMENT INC	MAINTENANCE SUPPLIES	\$872.85
MIDWEST WHEEL	TRANSP. PARTS	\$56.77
MOUNT MERCY COLLEGE	INSTRUCTIONAL SUPPLIES	\$353.86
MUSIC THEATRE INTERNATIONAL	INSTRUCTIONAL SUPPLIES	\$400.00
NASCO	INSTRUCTIONAL SUPPLIES	\$2,869.78
NEIBA	INSTRUCTIONAL SUPPLIES	\$324.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$340.04
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$735.91
ORKIN PEST CONTROL	Pest Control	\$290.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$1,460.26
PERFORMANCE THERAPIES, P.C.	INSTRUCTIONAL SUPPLIES	\$3,801.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 11/02/2018 - 11/15/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
PESI, INC	DUES AND FEES	\$399.98
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$4,085.50
POOL TECH, A WGHK INC, COMPANY	MAINTENANCE SUPPLIES	\$1,846.00
PREMIER AGENDAS INC	INSTRUCTIONAL SUPPLIES	\$77.04
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$61.06
RABEY TODD	OFFICIAL/JUDGE	\$57.00
RADIO ENGINEERING INDUSTRIES	OTHER TECH SER	\$133.78
REAMS SPRINKLER SUPPLY	REPAIR PARTS	\$124.47
REDEXIM TURF PRODUCTS	EQUIPMENT REPAIR	\$2,495.48
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$86.56
RICHARDSON ABIGAIL	OFFICIAL/JUDGE	\$134.00
RIPLEY RICHARD	OFFICIAL/JUDGE	\$57.00
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$599.04
RONALD BENJAMIN ROYBAL	PROF SERV: EDUCATION	\$3,500.00
RONALD BENJAMIN ROYBAL	STAFF WORKSH/CONF	\$1,500.00
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$63.60
SADLER POWER TRAIN	TRANSP. PARTS	\$962.86
SANDPAPER AMERICA INC.	INSTRUCTIONAL SUPPLIES	\$643.36
SCHAUF ANDREW	OFFICIAL/JUDGE	\$129.00
SCHEER JEFF	INSTRUCTIONAL SUPPLIES	\$30.00
SCHOLASTIC BOOK FAIR INC	GENERAL SUPPLIES	\$1,639.83
SCHOLASTIC BOOK FAIR INC	MISC REVENUE	\$4,687.08
SCHOOL HEALTH ALERT	GENERAL SUPPLIES	\$184.62
SCHULT BARBARA	TRAVEL	\$233.07
SERVICEMASTER FIVE SEASONS JANITORIAL	OTHER PROFESSIONAL	\$324.28
SHEET MUSIC PLUS	INSTRUCTIONAL SUPPLIES	\$18.72
SOUND CONCEPTS INC	EQUIPMENT REPAIR	\$55.40
SPLASH MULTISPORT	INSTRUCTIONAL SUPPLIES	\$508.04
STEITZER MATTHEW	OFFICIAL/JUDGE	\$67.00
SWANK MOVIE LICENSING USA	LIBRARY BOOKS	\$548.00
TFD UNLIMITED LLC	INSTRUCTIONAL SUPPLIES	\$605.00
THE UNIVERSITY OF IOWA-	COMPUTER SOFTWARE	\$99.00
THERAPY SHOPPE INC	INSTRUCTIONAL SUPPLIES	\$43.96
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$63.48
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$11,942.38
TRANSFINDER CORPORATION	COMPUTER SOFTWARE	\$1,500.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$19,547.49
TURNER TERRY	OFFICIAL/JUDGE	\$62.00
TYLER TECHNOLOGIES INC	OTHER PROFESSIONAL	\$1,100.00
U.S. CELLULAR	TELEPHONE	\$610.17
VAN METER CO	ELECTRICAL SUPPLY	\$821.85
WALSH DOOR & HARDWARE	REPAIR PARTS	\$311.00
WEDEKING KATIE	TRAVEL	\$28.34
WEST MUSIC CO	EQUIPMENT REPAIR	\$1,083.50
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$2,603.13

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 11/02/2018 - 11/15/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
WIELAND & SONS LUMBER CO	INSTRUCTIONAL SUPPLIES	\$1,162.50
WISE STEVE	OFFICIAL/JUDGE	\$62.00
YEM JOSHUA	Professional Educational Services	\$220.00
YOUNGLIGHT EDUCATE	INSTRUCTIONAL SUPPLIES	\$171.27
YUSKA BILLY	OFFICIAL/JUDGE	\$62.00

Fund Total: \$1,026,660.03

Fund: NUTRITION SERVICES

ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$23,484.67
BELL KRISTI	UNEARNED REVENUE	\$45.05
CITY LAUNDERING COMPANY	PROFESSIONAL	\$1,205.17
COBURN LAUREN	UNEARNED REVENUE	\$14.00
COLLECTION	EE LIAB-GARNISHMENTS	\$218.40
EARTHGRAINS	PURCHASE FOOD	\$4,852.76
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$1,738.90
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$49,837.64
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$987.21
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,220.98
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$987.21
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,220.98
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$4,004.63
JACKSON LAURA	GENERAL SUPPLIES	\$45.00
KECK FOODS	PURCHASE FOOD	\$18,179.40
KOEHLER KRISTINA	UNEARNED REVENUE	\$26.60
LASER RESOURCES, LLC	Copies	\$7.34
OFFICE EXPRESS	GENERAL SUPPLIES	\$63.99
PETERSEN JON	UNEARNED REVENUE	\$71.30
PRATT ANGIE	GENERAL SUPPLIES	\$34.99
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$184.20
REINHARDT THRESE	GENERAL SUPPLIES	\$45.00
REINHART INSTITUTIONAL FOODS INC	GENERAL SUPPLIES	\$268.16
REINHART INSTITUTIONAL FOODS INC	PAPER PRODUCT SUPPLY	\$6,330.05
REINHART INSTITUTIONAL FOODS INC	PURCHASE FOOD	\$105,930.67
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,205.16

Fund Total: \$229,209.46

Fund: PHY PLANT & EQ LEVY

ALTORFER	RENTALS EQUIPMENT	\$844.20
AQUA PRODUCTS K.C.	BLDG. CONST SUPPLIES	\$598.59
DESIGN ENGINEERS. P.C.	ARCHITECT	\$375.00
INNOVATIVE MODULAR SOLUTIONS, INC.	MODULAR CLASSROOM LEASE PMTS	\$3,354.00
MIDWAY OUTDOOR EQUIPMENT INC	BLDG. CONST SUPPLIES	\$1,074.72
MIDWAY OUTDOOR EQUIPMENT INC	EQUIPMENT >\$1999	\$450.00
WALSH DOOR & HARDWARE	BLDG. CONST SUPPLIES	\$5,850.00

Fund Total: \$12,546.51

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 11/02/2018 - 11/15/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
Fund: PUB ED & REC LEVY		
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$96.00
FLEMING NURSERY, INC	GROUNDS UPKEEP	\$3,075.00
HANDLEY DIRT WORK PLUS LLC	GROUNDS UPKEEP	\$80.00
PATE ASPHALT SYSTEMS CO	GROUNDS UPKEEP	\$1,525.00
REDEXIM TURF PRODUCTS	GROUNDS UPKEEP	\$1,331.10
WENDLING QUARRIES	GROUNDS UPKEEP	\$1,088.40
Fund Total:		\$7,195.50
Fund: STUDENT ACTIVITY		
BOOSTER CLUB	INSTRUCTIONAL SUPPLIES	\$154.00
BRANDT JAY	OFFICIAL/JUDGE	\$125.00
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$95.91
CITYWIDE CLEANERS	INSTRUCTIONAL SUPPLIES	\$322.00
COE COLLEGE	INSTRUCTIONAL SUPPLIES	\$500.00
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$75.00
COPYWORKS	INSTRUCTIONAL SUPPLIES	\$59.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$2,647.01
DONNER JOEL	OFFICIAL/JUDGE	\$150.00
DONNER, MATTHEW	OFFICIAL/JUDGE	\$150.00
DVORAK JOHN	OFFICIAL/JUDGE	\$75.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$315.41
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,020.68
FIRST	DUES AND FEES	\$4,000.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$13.50
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$57.72
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$13.50
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$57.72
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$53.33
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	DUES AND FEES	\$3,426.00
IOWA HIGH SCHOOL ATHLETIC ASSOC	DUES AND FEES	\$20.00
IOWA HIGH SCHOOL MUSIC ASSOC	INSTRUCTIONAL SUPPLIES	\$600.00
IOWA SPORTS SUPPLY	INSTRUCTIONAL SUPPLIES	\$97.10
JASCHEN JON	OFFICIAL/JUDGE	\$200.00
KEEL BILL	OFFICIAL/JUDGE	\$100.00
KERR MARTIN	OFFICIAL/JUDGE	\$100.00
KEY CLUB INTERNATIONAL	DUES AND FEES	\$793.00
KOOLBECK, JEFF	OFFICIAL/JUDGE	\$75.00
KREMER RANDY	OFFICIAL/JUDGE	\$100.00
LEMMER BARBARA	DUES AND FEES	\$50.00
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$514.23
LEVEL 10	INSTRUCTIONAL SUPPLIES	\$890.00
LIBERTY HIGH SCHOOL	DUES AND FEES	\$330.00
MAKE MUSIC INC	INSTRUCTIONAL SUPPLIES	\$140.00
MEDIAQUEST SIGNS	INSTRUCTIONAL SUPPLIES	\$200.00
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$116.10

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 11/02/2018 - 11/15/2018

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Vendor Name	Description	Check Total
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$9,072.00
MORRISON DALE	OFFICIAL/JUDGE	\$150.00
NIMMERS LAURENCE	OFFICIAL/JUDGE	\$150.00
NOVAK LOGAN	OFFICIAL/JUDGE	\$100.00
PACKINGHAM JIM	OFFICIAL/JUDGE	\$75.00
PANERA, LLC	INSTRUCTIONAL SUPPLIES	\$231.84
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$374.97
PEEPLS JAMAAL	OFFICIAL/JUDGE	\$150.00
PEIFFER RON	OFFICIAL/JUDGE	\$75.00
Q SWIMWEAR	INSTRUCTIONAL SUPPLIES	\$890.00
RAMOS DAVID	OFFICIAL/JUDGE	\$225.00
RECKER CHAD	OFFICIAL/JUDGE	\$225.00
RIDDELL	INSTRUCTIONAL SUPPLIES	\$460.19
SHELBY STEVEN	OFFICIAL/JUDGE	\$100.00
SPLASH MULTISPORT	INSTRUCTIONAL SUPPLIES	\$698.50
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$48.36
TURNER TERRY	OFFICIAL/JUDGE	\$150.00
VASKE, MICHAEL	OFFICIAL/JUDGE	\$150.00
WADE CADENHEAD	OFFICIAL/JUDGE	\$75.00
WARD'S NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES	\$89.55
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$418.20
WILDWOOD LODGE	TRAVEL	\$1,953.28
WISE STEVE	OFFICIAL/JUDGE	\$150.00
WORLDSTRIDES HERITAGE PERFORMANCE	TRAVEL	\$21,711.00
XAVIER HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$160.00
YANECEK DOUG	OFFICIAL/JUDGE	\$250.00
ZIO JOHNNO'S	INSTRUCTIONAL SUPPLIES	\$300.00
Fund Total:		\$56,069.10
Fund: Student Store		
BRANDED CUSTOM SPORTSWEAR, INC	GENERAL SUPPLIES	\$1,702.48
CARSON SARA	MISC REVENUE	\$45.00
DUESING MATTHEW	MISC REVENUE	\$20.00
LOGO BRANDS INC.	GENERAL SUPPLIES	\$978.52
LOGOFIT, LLC	GENERAL SUPPLIES	\$514.06
RIDDELL	GENERAL SUPPLIES	\$1,148.99
THE GRAPHIC EDGE, INC	GENERAL SUPPLIES	\$3,352.44
Fund Total:		\$7,761.49
Grand Total:		\$1,346,329.19

End of Report

Amendment Agreement to Serve as Dissemination Agent for Secondary Market Disclosure

November 2, 2018

Linn-Mar Community School District
 2999 N 10th Street
 Marion IA 52302

Re: Agreement to Serve as Dissemination Agent for Secondary Market Disclosure, dated May 18, 1997 (the "Dissemination Agreement") between Piper Jaffray & Co. ("Piper") and Linn-Mar Community School District, Iowa (the "Issuer")

Pursuant to the Agreement between Piper the Issuer, Piper agreed to provide certain dissemination services to the Issuer respecting its contractual obligation to disseminate certain continuing financial and operating information to the marketplace. The parties to the Dissemination Agreement hereby agree to amend the Dissemination Agreement to add the following subject securities:

<u>Name of Issue</u>	<u>Date of Undertaking</u>
Approx \$10,000,000 G.O. School Bonds	Series 2018
Approx \$45,000,000 G.O. School Bonds	Series 2019 and/or 2020

A copy of the Undertaking is in the final transcript with respect to the Bonds.

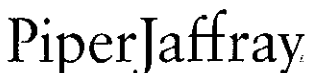
The parties hereto agree that this letter amendment amends the Dissemination Agreement and is fully incorporated therein in all its terms.

Entered into on behalf of Piper by

_____ Date: _____
 Matthew R. Gillaspie
 Managing Director

Entered into on behalf of Linn-Mar Community School District by

_____ Date: _____
 Name:
 Title:



FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on October 30, 2018 by and between Linn-Mar Community School District, Iowa (the Client) and Piper Jaffray & Co. (Piper Jaffray or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) **Services to be provided.** Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client's Series 2018, 2019 and/or 2020 combined totaling \$55,000,000 in voter-approved General Obligation School Bonds (the Issues) and any additional issues to be identified in an amendment to the Agreement.

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing schedule
6. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
7. Attend meetings of the Client's governing body, as requested
8. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
9. Advise the Client with regard to continuing disclosure matters, as requested
10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
11. Respond to questions from underwriters
12. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
13. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
14. Prepare a closing memorandum or transaction summary

For Services Respecting Official Statement. Piper Jaffray will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper Jaffray will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is contingent on size of bond issue or nominal value or product and contingent on closing, and shall be calculated as 0.30% of the par amount of bonds issued, per Series, with a minimum per Series of \$17,500. Compensation is payable in immediately available funds at closing.

V. IRMA Matters. If the Client has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Jaffray's prior written consent.

VI. Piper Jaffray's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete

¹ See MSRB Rule G-42(c)(v).

information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Jaffray will be responsible for all of Piper Jaffray's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

The Client will reimburse Piper Jaffray in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of \$2,500.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on closing of final series of General Obligation Bonds encompassing total voted bonding authority of \$55,000,000, presumably on or around July 1, 2020 if not before.

So long as Piper Jaffray is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper Jaffray, the Client shall first give written notice to Piper Jaffray of the specific event of non-performance, and shall allow Piper Jaffray 30-days to remedy the specific item of non-performance, prior to termination. If Piper Jaffray fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper Jaffray for all Reasonable Fees. Piper Jaffray may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example, if the Agreement is executed on January 1, 2019, and the expected completion of one component of Bonds is September 1, 2019 (that being 8 months), and the Agreement is terminated on July 1, 2019 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

Such disclosures are provided in Piper Jaffray's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Jaffray.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

Linn-Mar Community School District
2999 North 10th Street
Marion, IA 52302

J. T. Anderson, Business Manager
319-447-3000
jtanderson@linnmar.k12.ia.us

Or to the Financial Services Provider at:

Piper Jaffray & Co.
3900 Ingersoll Avenue, Suite 110
Des Moines, IA 50312

Matthew Gillaspie, Managing Director
515-247-2353
Matthew.R.Gillaspie@pjc.com

With a copy to:

Piper Jaffray & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

J. T. Anderson, Business Manager

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Matthew Gillaspie, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.

By: _____
Matthew Gillaspie
Its: Managing Director
Date: _____

ACCEPTED AND AGREED:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By: _____
Name:
Its: Board President
Date: _____

Piper Jaffray & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PROFESSIONAL SERVICES AGREEMENT

CLIENT: Linn-Mar Community School District
ATTN: Mr. J.T. Anderson
2999 10th St
Marion, Iowa 52302

PROJECT: Bowman Woods Elementary School Renovations

LOCATION: Marion, Iowa

DATE: November 5, 2018

PROJECT DESCRIPTION

The scope of the project consists of renovations within the classrooms in the "pod" areas and the two kindergarten rooms; a total area of approximately 25,000 square feet. The renovations will consist of the following:

1. Replace ceilings.
2. Replace lights with new LED fixtures with occupancy sensor control.
3. Replace carpeting.

The preliminary construction cost estimate for this work is roughly \$450,000.

SCOPE OF SERVICES

We will provide architectural and electrical engineering services for the project.

These services will consist of the following tasks:

1. Field Investigation Phase
 - a. Visit the project site to verify conditions affecting the improvements.
 - b. Prepare documents indicating existing conditions.
2. Design and Bid Phase
 - a. Conduct meetings with district staff, to discuss the scope of the project and to review the final drawings.
 - b. Prepare bid documents including the general conditions, bid forms, notice of hearing and letting, and plans and technical specifications suitable for obtaining competitive bids for construction. Prepare an opinion of construction cost.
 - c. Print twenty (20) sets of plans and specifications.
 - d. Issue plans and specifications.



- e. Conduct a pre-bid meeting with contractors and respond to questions from contractors as they review the documents and prepare their bids.
 - f. Prepare and issue addenda.
 - g. Assist in opening and evaluating the bids. Provide a bid tabulation and letter of recommendation of award.
3. Construction Phase.
- a. Conduct a preconstruction conference.
 - b. Attend regular progress meetings and conduct construction observation visits to observe and report on work-in-progress. An average of one site visit every other week of construction.
 - c. Provide written reports to you relative to the progress of the work.
 - d. Review change orders, project submittals, requests for information and contractor applications for payment.
 - e. Conduct one post construction review of the work per architectural/engineering discipline and review contractor's punch list of items to be completed.
 - f. Conduct one final review of the work per architectural/engineering discipline after the contractor has notified us that they have completed the punch list.
 - g. Upon completion of construction, we will prepare final closeout documents and assist in obtaining executed documents to conclude the work.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

- 1. Provide site access for Shive-Hattery personnel.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. The services shall be performed per a mutually agreed upon schedule. Our understanding is the intent is to complete construction before the start of classes in August 2018.

COMPENSATION

Description	Fee	Fee Type	Reimbursable Expenses
Field Investigation	\$5,000.00	Fixed Fee	\$500.00
Design and Bid Phase	\$22,500.00	Fixed Fee	\$3,000.00
Construction Phase	\$7,500.00	Fixed Fee	\$500.00
TOTAL	\$35,000.00		\$4,000.00

Fee Types:

Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

Reimbursable Expenses:

Estimated amount - The estimated Reimbursable Expense amount(s) above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. The expenses include printing costs and mileage. We will not exceed the amount(s) without your prior authorization.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

SERVICES NOT INCLUDED

The following are additional services not included in this proposal.

1. Design for abatement of hazardous materials in areas affected by construction activity. Hazardous materials in those areas must be removed prior to the start of construction.
2. Barrier air-monitoring services related to asbestos abatement. These services will be provided under a separate contract.

ADDITIONAL SERVICES

The following are additional services not included in this proposal. We can provide these services for additional fee if needed:

1. Design, bidding, and construction administrative services associated with casework replacement. Our understanding is this is not a part of the project scope at this time, but may be added at a later date.

STANDARD TERMS AND CONDITIONS**PARTIES**

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, Irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

SIGNATURES

Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement. The CLIENT representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Timothy R. Fehr, Project Manager

TRF/atf

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: LINN-MAR COMMUNITY SCHOOL DISTRICT

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____



Reference Number: 06185036

ACCESS AGREEMENT

DEFINITIONS

The property to which access is granted is: Property ("Property").

The legal owner(s) of the Property or person/entity with legal authority to grant access to the Property is: Linn-Mar Community School District ("Grantor").

The services to be conducted on the Property are generally described as follows: Service ("Services").

The entity granted access for the purposes of performing the Services is Terracon Consultants, Inc., which shall include its employees, agents, and subcontractors ("Grantee").

The Services are performed for the benefit of Snyder & Associates, Inc. ("Client"), pursuant to the Agreement for Services between Terracon Consultants, Inc. and Client, date and reference number 06/21/2018 N/A.

AGREEMENTS

By its signature below, Grantor represents it has authority to, and does, grant access to the Property to Grantee for the purpose of performing the Services. Grantor agrees that:

- Grantee may drill exploration borings on the Property, using drill rigs, trucks and other equipment, recover and collect soil, water, and other samples, and perform other actions related to the exploration of surface or subsurface conditions on the Property, as necessary to perform the Services.
- Grantee may use large truck or track-mounted equipment in the performance of the Services, which is normal and customary in the performance of these kinds of Services, and that this equipment may leave depressions, wheel tracks, ruts or other marks in the ground surface.
- Grantor will not interfere with any of the activities of Grantee or undertake any actions regarding the use of Property that would endanger the health, safety, or welfare of the Grantee employees, agents, or subcontractors, or damage their equipment, materials, or property.

By its signature below, Grantee agrees:

- That upon completion of Services and activities authorized by this Access Agreement, Grantee will remove all material and equipment utilized by Grantee from the Property, with the exception of ground markers that may be placed on the premises to designate sampling areas,
- Grantee will remove boring spoils that accumulate around the bore holes, or, where allowable, spread the spoils across the area, if acceptable to Grantor.
- Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use. Landscaping restoration, including seeding or sodding, will not be performed.

The Services and field activities authorized under this Access Agreement may begin after signature of Grantor. Access is granted until Services are completed, which should not exceed 120 days following commencement of Services, except for period of access necessary for monitoring equipment, if applicable, after which time all rights of access given by Grantor shall cease.

SIGNATURES

Grantee: **Terracon Consultants, Inc.**
 By: Thomas W Sherman Date: 11/6/2018
 Name/Title: **Thomas W Sherman, P.E. / Geotechnical Engineer**
 Address: **2640 12th St SW**
Cedar Rapids, IA 52404-3440
 Phone: **(319) 366-8321** Fax: **(319) 366-0032**
 Email: **Tom.Sherman@terracon.com**

Grantor: **Linn-Mar Community School District**
 By: _____ Date: _____
 Name/Title: **Sondra Nelson / Board President**
 Address: **2999 North 10th Street**
Marion, Iowa 52302
 Phone: **(319) 447-3000** Fax: _____
 Email: **snelson@Linnmar.k12.ia.us**

**LETTER OF AGREEMENT
Between
Linn-Mar Community Schools and the Linn County Emergency Management Agency for
Transpiration Resources Needed for an Evacuation**

PARTIES TO THE LETTER OF AGREEMENT (LOA) are the Linn-Mar Community School District (LMCSD) and the Linn County Emergency Management Agency (Linn EMA).

IT IS RECOGNIZED that an emergency in Linn County could possibly require the evacuation of school-age children or other people visiting living, or working in Linn County. Such emergencies could include a radiological event at the Next Era Energy – Duane Arnold Energy Center (DAEC), located in Linn County. Such an event could necessitate the possible evacuation of people in the 10-mile DAEC Emergency Planning Zone (EPZ).

All evacuations would be coordinated by Linn County officials under the provisions of the Linn County Radiological Emergency Response Plan for radiological emergencies involving the DAEC and for all other emergencies under the Linn County Comprehensive Emergency Operations Plan. In support of the Emergency Plans, transportation resources would be needed to ensure the safe and effective evacuation of children and other people with special needs. LMCSD has transportation resources that could be used to evacuate children and adults to designated Relocation and/or Reception Centers outside of the EPZ, provided the transportation resources were not required for their own school districts.

IT IS THEREFORE AGREED THAT:

1. If Linn County officials require transportation resources for an evacuation the Linn EMA Coordinator (or designee) will notify the primary LMCSD contact person as listed on their annual School Enrollment and transportation Resources Report.
2. Upon receiving notification and verifying its authenticity, LMCSD will release an appropriate number of available transportation resources, with school district qualified drivers, from their routine duties and make them available for service to Linn EMA. It is recognized that evacuation of LMCSD students shall receive first priority. LMCSD will deploy transportation resources according to instructions received from the Linn County Emergency Operations Center (Linn EOC).
3. Actual emergency needs may require the use of all available LMCSD transportation resources. Limited evacuation demonstrations may be arranged by Linn EMA for the purpose of exercising the Emergency Plans, such demonstrations will utilize only one bus.
4. In the event of a DAEC radiological event requiring evacuation, LMCSD will be reimbursed for costs resulting from the use of its transportation resources whether for actual or simulated (exercise) emergencies. Linn EMA will be responsible for coordinating reimbursement and resolution of issues.
5. In the event of a non-radiological emergency requiring evacuation reimbursement and other issues will be coordinated by Linn EMA.
6. Linn EMA, in coordination with its training partners Benton County EMA and DAEC, will ensure that LMCSD is provided with the necessary training materials to enable the school to effectively respond as provided for above.

This LOA shall be in effect until terminated by either party upon 90 days written advance notice to the other parties. The parties agree to this LOA as Documented by their signatures below.

Shannon Bisgard, Superintendent
Linn-Mar Community School District, Marion, Iowa

Steve M. O'Konek, Coordinator
Linn County Emergency Management Agency, Cedar Rapids, Iowa

Date

10/25/18

Date

Agreement for Services Rendered

This is a contract entered into by Linn-Mar CSD (hereinafter referred to as "the Client") and David LaRochelle (hereinafter referred to as "the Provider") on this date, Monday, October 1, 2018.

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein below.

Scope and Manner of Services:

Services To Be Rendered By Provider: 14 Stories Alive presentations on 4 days at the rate of \$1,000 per day. Dates of presentations are Tuesday, March 26th-Friday, March 29th.

The Client shall pay the Provider for services rendered in the amount of \$4,000 plus \$280 for transportation costs.

Signed: David LaRochelle

Signed: _____

Provider: David LaRochelle

Linn-Mar Board President

Date: 10-6-2018

Date: _____

CONSENT FORM

For Sale of Product at Wal-Mart Stores

School Granting Consent LINN-MAR COMMUNITY SCHOOL DISTRICT
Address 2999 N 10th Street
City, State Zip Marion, IA 52302

Dear Administrator,

This consent form confirms that you are granting Wal-Mart Stores, Inc. the non-exclusive right to sell Apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at Store Nos. _____, _____ and _____ (store numbers will be filled in by Cotton Gallery)

For good and valuable consideration, including the promotion of school spirit, community pride, goodwill and royalty payments receipt of which is acknowledged, you hereby grant Wal-Mart the non-exclusive right and Cotton Gallery, Ltd., the license to manufacture and/or sell Apparel bearing your school name and logos (including Trademarks or Copyrighted Material.) The Cotton Gallery will pay the school named above a 8% royalty on the net gross sale price of the item sold. The royalty shall be paid on a quarterly basis. The quality of such Apparel shall be high. Such right will continue until December 31, 2021 and can only be extended beyond 2021 with permission from LINN-MAR CSD BOARD OF EDUCATION.

The school may upon official written notice cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Please take a moment to fill in the blanks below:

School colors Red and Black
School mascot Lions
Approximate date for Homecoming October 1

Sincerely,
Michael B. Stromert
President-Cotton Gallery Ltd.
799 44th St
Marion, IA 52302
Phone: 1-800-211-9321

Please indicate your agreement by signing below.

By: _____ (signature) _____ (print)
Its: _____ (title) Date: _____
Phone number: _____

Please fax back to 319-377-6747 or scan and email to ehubbell@cottongallery.com.

Attachment A
Purchasing Apex Learning Digital Curriculum and Services

1. Comprehensive Courses

Unlimited Enrollment Subscriptions: An Unlimited Enrollment Subscription provides access for a period of 12 months for one student enrolled in any number of Comprehensive Courses at one time. If a student completes or withdraws from all courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. Apex Learning counts the number of enrolled students if Unlimited Enrollment Subscriptions are purchased. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased.

Additional Subscriptions: Additional subscriptions may be purchased for access through the same order end date as the original order.

There are no credits or refunds for purchases of subscriptions to Comprehensive Courses.

2. Course Materials

Certain Comprehensive Courses have course materials that may be required or are optional for the digital curriculum such as books for English courses, lab materials for science courses, or other ancillary items such as a calculator for math courses or a microphone for world languages courses. The price for Comprehensive Courses and ALVS enrollments does not include any such course materials. The course materials list can be found at http://www.apexlearning.com/documents/materials_list.pdf.

Required and optional books may be purchased from Apex Learning at either the per set or per book price at the time of purchase as stated on Apex Learning's course materials list. The price for books does not include applicable sales tax. If any such tax is due, it will be reflected on Apex Learning's invoice. There are no returns, credits, or refunds for books purchased from Apex Learning.

3. Parental Consent

The client is responsible for obtaining any necessary parental consent for each student to use Apex Learning digital curriculum.

4. Laboratory Activities

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities.

5. Professional Development

Scheduling: Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or executed contract and must be scheduled at least 2 weeks in advance of the delivery date.

Cancellations: If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses at the time that onsite professional development session is delivered.

Expiration: Professional development must be delivered prior to the order end date. There are no credits or refunds for unused professional development sessions.



University of Phoenix
 Academic Affairs
 1625 Fountainhead Parkway
 Mailstop: CF-SX07
 Tempe, AZ 85282
 (480) 966-9577 Fax (480) 929-7164

**UNIVERSITY OF PHOENIX
 SCHOOL AFFILIATION AGREEMENT**

This Affiliation Agreement made and entered into this 12th day of November, 2018, by and between The University of Phoenix, Inc., an Arizona for profit-corporation, hereinafter referred to as the "UNIVERSITY" and Linn-Marr Community School District, an entity domiciled in the State of Iowa, hereinafter referred to as the "SCHOOL."

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a Faculty/Site Supervisor who will collaborate with the SCHOOL'S Cooperating Teacher. For purposes of this Agreement, the term "Cooperating Teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and

incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at such other time as the parties agree.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified Cooperating Teachers for STUDENTS. Cooperating Teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Cooperating Teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University Faculty/Site Supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the Cooperating Teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SCHOOL and the UNIVERSITY.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL.

IV. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

VI. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VII. GENERAL PROVISIONS

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the

UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.

3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the Cooperating Teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of Arizona and shall in all respects be interpreted, enforced, and governed by Arizona laws.
11. The SCHOOL and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the SCHOOL or the

UNIVERSITY must produce or account only for the executed counterpart of the party to be charged.

Notwithstanding the foregoing, the SCHOOL and the UNIVERSITY may consent to electronic signatures for the purpose of executing this Agreement by email or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set for in this Agreement.

VIII. ARBITRATION

1. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in Phoenix, Arizona, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, Maricopa County, Arizona. Each party hereby expressly and irrevocably consents to the jurisdiction of said court. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the Uniform Arbitration Act as adopted in the State of Arizona and then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such Act or this Agreement.

IX. TERM AND NOTICE

1. This Agreement shall become effective on November 12, 2018, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

X. Counterparts and Electronic Signatures

The Agency and the University may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically. An electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page is an effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the Agency or the University must produce or account only for the executed counterpart of the party to be charged.

If to the UNIVERSITY: University of Phoenix
 College of Education
 1625 Fountainhead Parkway
 Mailstop: CF-SX07
 Tempe, AZ 85282

With a copy to: University of Phoenix
 Apollo Legal Services
 4025 S. Riverpoint Parkway
 Mail Stop: AA-F102
 Phoenix, AZ 85040

If to the SCHOOL:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

AGENCY:

Signature

Signature

Name

Name (Print or Type)

Academic Dean or Authorized Representative

Title

Title

602-387-9589

Phone

Fax

Phone

Fax

Date

Date

jennifer.carriere@phoenix.edu
E-Mail address

E-Mail address

EXHIBIT A

In accordance with Section II, paragraph 8, UNIVERSITY shall compensate the following upon completion of the STUDENT's assignment:

Cooperating Teacher	<u>\$500.00</u> /per student teaching assignment
Faculty/Site Supervisor (if any)	<u>\$500.00</u> /per student teaching assignment

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Michele Senger, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's Orchestra Program.

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 Guest Direct Fall Chamber Orchestra services which shall generally involve Coaching, Clinic, Guest Directing. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

November 6th 2018

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 \$500.00 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 10th 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 November 6th, 2018 and shall continue in effect until November 6th, 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 day of November, 2018.

Independent Contractor

Linn-Mar Community School District

By:

Michele Senger

Printed Name

Susan Michele Senger

By:

Printed Name:

Title: "Princess"

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 Phil Peters, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's Orchestra Program.

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 Guest Direct Fall Chamber Orchestra services which shall generally involve Coaching, Clinic, Guest Directing. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

November 6th 2018

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 \$\$500.00 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 10th 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 November 6th, 2018 and shall continue in effect until November 6th, 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 6th day of Nov, 2018.

Independent Contractor

Linn-Mar Community School District

By: Phil Peters
Printed Name: _____

By: _____
Printed Name: _____

Title: _____

Title: _____
Board President

NOV 12 2018

**Independent Contractor Agreement
Linn-Mar Community School District**

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Marques Carrol, 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: Jazz Band clinics and performances**
2. **GROUP /DEPARTMENT WORKING WITH: High school band**
3. **AMOUNT of PAYMENT: \$1000 + room and board**

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 **January 19, 2019**

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Accounts Payable, 2999 N 10th 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 January 18, 2019 and shall continue in effect until January 20, 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 November, 2018.

Independent Contractor

By: Margaret Cantu

Title: Transporter/Educator

Linn-Mar Community School District

By: _____

Board President

**Independent Contractor Agreement
Linn-Mar Community School District**

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

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

1. **SERVICES TO BE PERFORMED:** Choreography
2. **GROUP /DEPARTMENT WORKING WITH:** **Hi-Style Show Choir**
3. **AMOUNT of PAYMENT:** \$3423.01 = choreography, mileage, food

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 10/18/18 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th 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 August 23, 2018 and shall continue in effect until October 18, 2018, 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 26th day of July, 2018.

Independent Contractor

Linn-Mar Community School District

By: Lefi Roberson 11/14/18

By: _____

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 Diana Knight, 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:** accompany music programs
2. **GROUP /DEPARTMENT WORKING WITH** Indian Creek Music
3. **AMOUNT of PAYMENT:** \$ 20.00

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 December 4, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Accounts Payable, 2999 N 10th 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 November 9, 20 18 and shall continue in effect until December 4, 20 18, 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 12th day of November, 2018.

Independent Contractor

By: Diana Knight
Diana Knight

Title: accompanist

Linn-Mar Community School District

By: _____

Board President



**Agreement for
Student Teaching and Field Placement**

between

**The Board of Education
Linn-Mar Community School District
2999 N. Tenth Street, Marion, IA 5230**

(hereafter District)
and

**Northwestern College
101 7th St SW
Orange City, IA 51041**

It is agreed that the following considerations shall serve as the basis for a working agreement between the two participating institutions:

1. Only those student teachers who have satisfactorily completed the necessary academic requirements and professional training for their specific majors will be approved for student teaching assignments.
2. The Northwestern College Education Department Chair will collaborate with the District administration or designated District employee regarding the placement of student teachers. Field experience placements will be made by the Northwestern College Experience Coordinator in collaboration with the District administration or his/her designee.
3. Any changes to the original assignment of a student teacher must be approved by the Northwestern College Education Department Chair and the building or District administration. In the case of field experience students, a mutual agreement among the Northwestern College faculty member, the cooperating teacher, and the building or District administration, must occur.
4. Each party reserves the right to terminate an assignment at any time if the student teaching or field experience proves to be unsatisfactory. In the case of discontinuance of a student teacher, Northwestern College shall pay all obligations incurred at the time of discontinuance.
5. The District shall allow the student teachers, the use of the physical resources of the schools that are normally provided to classroom teachers, including the building, technology, equipment, essential supplies, library facilities, etc., that are necessary and reasonable to enable the student teacher to function adequately in the school.
6. The regular curriculum of the participating District shall be used.
7. Policy Title: Communicable Diseases Code No. 504.2 shall be a part of this Agreement.
8. This agreement is for the duration of the 2017-2018 academic year.

by _____
Laura Heitritter
Northwestern College Education Department Chair

Date November 14, 2018

**Linn-Mar Community School District
2999 N. Tenth Street, Marion, IA 5230**

by _____
President, Board of Education or Designee

Date _____