

LINN-MAR BUDGET UPDATE

June 8, 2020

Agenda:

- COVID Impact On Current Fiscal Year 2020
- CARES Act Funding
- Looking Ahead to Fiscal Year 2021

Fiscal Year 2020 – State Level

- REC State General Fund Revenue Estimates:
 - December 2019 = \$8.015 billion
 - March 2020 (prior to COVID) = \$8.091 billion
 - May 2020 = \$7.941 billion
- Approximate **\$150 Million Reduction** from pre-COVID estimate
- *Too late in fiscal year for schools state aid payments to be impacted by this reduction*

OVERVIEW OF FUNDS

<u>FUND:</u>	General Fund	Management Fund	PERL Fund	PPEL Fund	Debt Service Fund	SAVE/Capital Projects	Student Activity Fund	Nutrition Fund	Other Enterprise
<u>REVENUES:</u>	-Property Taxes -State Aid -Misc. Income	-Property Taxes	-Property Taxes	-Property Taxes	-Property Taxes -Transfers	-Sales Tax -Bond Proceeds	-Admissions -Fundraising -Student Dues	-Meal Sales -Fed./State Reimburse	-School Store -Community Pool
<u>EXPENSES:</u>	-Salaries -Benefits -Materials -Utilities	-Liability Ins. -Property Ins. -Early Retirement	-Playgrounds -Rec. Spaces	-Building Construct. -Vehicles -Equip > \$500	-Debt Principal & Interest	-Capital Projects -Technology	-Support Co-Curricular Activities	-Food Services	-Enterprise Costs
PROPERTY TAX LEVYING FUNDS									

Fiscal Year 2020 Linn-Mar Impact

PROJECTION

Revenues = \$88,500,000

Expenses = \$88,300,000

Surplus = **\$200,000**

GENERAL FUND

Revenues:

Good:

- Prop Tax and State Aid stable (86% of budget)

Not so Good:

- Medicaid decrease of \$500K
- Investment interest down \$40K
- Student Activities down \$75K

Expenditures:

Good:



- We supported our staff by choosing to pay them during the closure (82% of budget)
- Realized Savings (sub costs, overtime, transportation, utilities, athletic officials, certain supplies, etc.)

Not so Good:



- Unforeseen expenditures related to COVID
 - Internet costs
 - Cleaning Equipment and Supplies
 - Virtual Software Licenses (e.g. Zoom)
- Biggest unknown is SPED tuition

Fiscal Year 2020 Linn-Mar Impact



STUDENT ACTIVITY FUND

- Revenues  35% YTD from prior year
- Expenditures  18% YTD from prior year

NUTRITION FUND

- Revenues  14% YTD from prior year
- Expenditures  4% YTD from prior year

AQUATIC CENTER

- Revenues  55% YTD from prior year
- Expenditures  4% YTD from prior year

CARES ACT FUNDING

- Approximately \$65 million distributed to Iowa public and non-public schools
- Linn-Mar Allocation = **\$425,832**
 - (Allocated based on Title funds not enrollment)
- For COVID expenses incurred from March 13, 2020 to September 30, 2022
- Possible additional expenditures related to COVID:
 - Cleaning Supplies
 - Pandemic (Hazard) Pay
 - Nursing Services
 - Remediation Programming
 - Food Service Modifications
 - Facility modifications
 - Medical & PPE Supplies
 - Technology Equipment
 - Mental Health Services
 - Staff Training on Health and Safety
 - Additional/custom instructional materials
 - Staff salary/benefit costs to avoid layoff and/or furlough
 - Signage
 - Internet Accessibility
 - Virtual Programs/Software
 - Transport Services Changes
 - Return to learn plans
- Expect that all CARES Funding will be expended in fiscal year 2021

Fiscal Year 2021 (Next Year) – State Level

- REC State General Fund Revenue Estimates:
 - December 2019 = \$8.249 billion
 - March 2020 (prior to COVID) = \$8.237 billion
 - May 2020 = \$7.877 billion
- Approximate **\$360 Million Reduction** from pre-COVID estimate and 0.8% less than the previous year
- *Since State reserves are full Iowa is positioned well to an extent, but the duration and real impact of COVID is difficult to project right now.*

Fiscal Year 2021 (Next Year) Linn-Mar Impact

**Projected Deficit
\$500K to \$1.5 million**

GENERAL FUND

Revenues:

Good:

- SSA is still set at 2.3%
- CARES Act dollars

Concerns:

- Across the Board Cut and/or legislature reducing SSA
- Deferred or delinquent property tax receipts
- Will COVID have an impact on student enrollment?
- Increased free and reduced population = less fee revenue
- Will Medicaid revenue rebound?
- COVID impact on fundraising, large group gatherings (e.g. fine arts performances), and other student revenue

Expenditures:

Concerns:

- Additional expenditures related to COVID and return to learn requirements
- Prior to COVID FY2021 was already going to be tight budget with increased costs of bringing Boulder Peak and Hazel Point online
 - Additional staff
 - Utilities and Other Services
 - Increased supplies
- 82% of budget is staff salaries/benefits

Fiscal Year 2021 (Next Year) Linn-Mar Impact

STUDENT ACTIVITY FUND

- Revenue Concerns:
 - COVID impact on gate admissions, fundraising, etc.
- Expenditure Concerns:
 - Additional health and safety expenses related to COVID
 - May need to adjust prioritize expenses if significant revenue loss

NUTRITION FUND

- Revenue Concerns:
 - Students eating on-site or no?
 - More delinquent accounts due to economic instability?
- Expenditure Concerns:
 - Additional health and safety expenses related to COVID
 - Increased expenditures due to BP and HP
 - Food costs increase due to supply chain issues

Fiscal Year 2021 (Next Year) Linn-Mar Impact

AQUATIC CENTER

- Revenue Concerns:
 - Can the pool operate at full capacity (e.g. swim lessons, youth swim team, etc.)?
- Expenditure Concerns:
 - Additional health and safety expenses related to COVID

SAVE (Sales Tax) FUND

- Revenue Concerns:
 - What will be the economic impact on Iowa sales tax collections and for how long?
- Expenditure Concerns:
 - Will the District be able to cover their outstanding SAVE debt obligations plus annual technology purchases
 - What (if any) capital projects on the 10-year plan will need to be deferred?

Lots of Unknowns...But what is on our Radar?

- State Legislature back in session- will they make any decisions for FY21 and/or FY22?
- Will the Governor authorize an across the board cut?
- LM return to learn planning is in process- what does that look like?
- Will there be another round of federal stimulus funding?
- COVID related recommendations at the Federal, State, and Local level

QUESTIONS?

Cabinet Members: Superintendent Bisgard, Assoc. Superintendent Wear, Mrs. Karla Christian (HR), Mr. JT Anderson (CFO), Mrs. Leisa Breitfelder (Student Services), and Mrs. Jeri Ramos (Tech)

School Improvement Advisory Committee: SIAC hosted a virtual meeting on May 20th with discussion focusing on the following topics: ([Click here to view the meeting PowerPoint](#))

- Reviewed the committee's commission and purpose
- Received an update on preschool from Leisa Breitfelder, Executive Director of Student Services
- Received a construction update on the intermediate buildings
- Received an update on the district's Return to Learn Plan; which should be finalized by July 1st
- Discussed options for assessing students when school resumes since this year's assessments were suspended due to COVID-19
- Celebrated Excelsior, Oak Ridge, Bowman Woods, Indian Creek, and Novak for achieving Level 1 certification in High Reliability Schools



Honors & Highlights

Counselor Award: Congratulations to LMHS Counselor Sheryl Cline for being selected as the 2020 School Counselor of the Year by the Iowa Association for College Admission Counseling!

Congratulations to ALL Linn-Mar 2020 graduates!!

In honor of the 2020 graduating class, Alliant Energy illuminated its tower in downtown Cedar Rapids. [Click here to check out video of the graduation ceremonies!](#) Congratulations graduates!



PBIS Honors: Congratulations to Novak Elementary, Excelsior Middle School, and Linn Grove Elementary for being named Iowa PBIS Recognition Schools! This honor is designated by the Iowa Department of Education for schools implementing Positive Behavioral Interventions and Supports (PBIS). PBIS is a multi-tiered system of support for behavior and provides the framework for teachers to implement and monitor prevention and intervention practices. Congratulations on a job well done!



Associate Principals Named: Congratulations to Sara Hovden and Duane Orr for being named as Associate Principals for the 2020-21 school year. Mrs. Hovden will serve Hazel Point Intermediate School and Mr. Orr will serve Boulder Peak Intermediate School.

HRS Honors: Congratulations to Excelsior Middle School, Oak Ridge Middle School, Novak Elementary, Indian Creek Elementary, and Bowman Woods Elementary for achieving Level 1 certification in Marzano's High Reliability Schools. This certification signifies that these schools have created a safe, supportive, and collaborative culture.

FBLA Honors: Congratulations to Linn-Mar's Future Business Leaders of America (FBLA) for recently participating in the virtual State Leadership Conference!

The following students took first place in their respective competitions:

- Ashna Karia (Business Ethics)
- Srikar Vanavasam (Cyber Security)
- Nikhil Anand (Global Business)
- Katie Bellows (Graphic Design)
- Anjali Addagarla (Hospitality Management)
- Shery Kapoor (Introduction to Business)
- Arjun Palaniappan (Introduction to Business Procedures)
- Carter Lampe (Introduction to Information Technology)
- Shanmukh Boggarapu (Marketing and Network Design)
- Keerthana Balakrishnan (Publication Design)

Congratulations are also extended to Sudeep Gadde for being elected as the 2020-21 FBLA State Secretary and to Barbara Schult, LM Business Teacher, for being named FBLA Adviser of the Year!



INDEX OF POLICIES

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Reviewed 9/16 101.2 Curriculum Development ~~Delete – Duplicate Policy~~

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Reviewed 9/16 101.4 Assessments ~~Delete – Duplicate Policy~~

~~102 Objectives of the Educational Program~~

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Reviewed 9/16 102.1 Long-Range Needs Assessment

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105 104 Equal Opportunity, Non-Discrimination, and Grievances

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Revised 11/18 104.1-R Admin Regulations Regarding Equal Educational Opportunity Grievance Procedures

Revised 11/18 104.1-E1 Annual Notice of Non-Discrimination

Revised 11/18 104.1-E2 Continuous Notice of Non-Discrimination

Revised 11/18 105.1 E3 Notice of Section 504 Student and Parental Rights ~~Delete-Duplicate Policy~~

New 10/17 104.1-E3 Discrimination Complaint Form

New 10/17 104.1-E4 Discrimination Witness Disclosure Form

New 10/17 104.1-E5 Discrimination Disposition of Complaint Form

Reviewed 9/16 104.2 Section 504 Compliance

Reviewed 9/16 104.2-E Notice of Section 504 Student and Parental Rights



School District – Educational Philosophy

Policy Title: **Educational Philosophy Vision, Mission, and Beliefs** of the District **Code 101.1**

As a school corporation of Iowa, the Linn-Mar Community School District, acting through its board, is dedicated to promoting an equal opportunity for a quality public education to its students commensurate with the school district's ability to furnish financial support to provide for students. In cooperation with parents/guardians, the school district will strive to provide a nurturing learning environment that gives guidance and develops critical thinking in students for a lifetime.

The following vision, mission, and belief statements govern all actions of the district:

Vision:

2020

Spirit. Opportunity. **Future**>>

Mission Statement:

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

Beliefs:

1. Effective teaching and meaningful learning are our highest priorities;
2. Individuals are unique and learn at different rates in a variety of ways;
3. Quality instructional programming requires a rigorous curriculum, effective teaching, and ongoing assessment;
4. Our schools and facilities shall provide safe and engaging environments where civility is evident, and individuality is respected;
5. Students, staff, parents/guardians, and community members are partners, and all have responsibility in the educational process;
6. Meeting the learning needs of every student is an essential factor in their achievement; and
7. Staff make an essential difference in the lives of children, communities, and the larger context of the role that students will play as adults in the world.

Adopted: 6/70

Reviewed: 4/13; 5/14; 9/16

Revised: 10/11

Legal Reference (Code of Iowa): §§ 256.11 (2013)

IASB Reference: 101



Curriculum development and its improvement is of primary importance and as such will be a part of the continuous improvement process put in place in the Linn-Mar Community School District.

The superintendent [or designee] will:

1. Have general coordinating authority over development of curriculum;
2. Ensure that curriculum is research-based and developed prior to selection of instructional materials;
3. Develop a process for curriculum review and development;
4. Include the participation of teachers, administrators, students, parents/guardians, and representatives from higher education, business, and industry in its curriculum development, as appropriate;
5. Keep the school board informed regarding current curriculum efforts and student achievement; and
6. Provide all necessary assistance to the school board in reviewing reports, information, and dates on each curriculum area for evaluation and adoption by the school board.

The superintendent [or designee] will establish a curriculum material review and evaluation process for each area of the curriculum, which will serve as the procedure for district-wide curriculum development. The school board recognizes that effective curriculum development requires the planned allocation of resources, staff time, and staff development.

All curriculum may be reviewed by the school board. Curricular proposals from certified staff may be presented to the superintendent [or designee]. Curriculum maps, including standards and aligned assessments, will be developed and used for the various subject areas or interdisciplinary offerings. The curriculum maps will present a framework for proposed instructional strategies and assessment as a basis for further development of any particular area. The curriculum maps reflecting a correlation of standards, Iowa Core curriculum, and Common Core will be designed to assist all users in strengthening and clarifying their teaching, philosophy of learning, differentiation of instruction, and use of materials. The superintendent [or designee] will design procedures for the development and use of the curriculum maps.

Adopted: 9/99

Reviewed: 4/13; 9/16

Revised: 9/10

Related Policy (Code #): 101.1; 602.10-13

Legal Reference (Code of Iowa): 20 USC § 1232h; 34 CFR PT 98; 216.9; 256.7; 279.8; 280.3; 281 IAC 12.5, .8

IASB Reference: 602.1 – Mandatory Policy



**Policy Title: Curriculum Development
Code 602.10**

Curriculum development is an ongoing process in the school district and consists of both research and design. Research is the studious inquiry and critical investigation of the various content areas for the purpose of revising and improving curriculum and instruction based on relevant information pertaining to the discipline. This study is conducted both internally (what/how we are currently doing at the local level) and externally (what national standards, professional organizations, recognized experts, current research, etc., tell us relative to the content area). Design is the deliberate process of planning and selecting the standards and instructional strategies that will improve the learning experiences for all students.

A systematic approach to curriculum development (careful research, design, and articulation of the curriculum) serves several purposes:

- Focuses attention on the content standards of each discipline and ensures the identified learnings are rigorous, challenging, and represent the most important learning for the students.
- Increases the probability that students will acquire the desired knowledge, skills, and dispositions and that our schools will be successful in providing appropriate learning experiences.
- Facilitates communication and coordination
- Improves classroom instruction

The superintendent [or designee] is responsible for curriculum development and for determining the most effective method of conducting research and design activities. A curriculum framework will describe the processes and procedures that will be followed in researching, designing, and articulating each curriculum area. This framework will, at a minimum, describe the processes and procedures for the following curriculum development activities to:

- Study the latest thinking, trends, research, and expert advice regarding the content/discipline
- Study the current status of the content/discipline (what/how well student are currently learning)
- Identify content standards, benchmarks, and grade level expectations for the content/discipline
- Describe the desired learning behavior's teaching and learning environment related to the content/discipline
- Identify differences in the desired and present program and develop a plan for addressing the differences
- Communication with internal and external publics regarding the content area
- Involve staff, parents/guardians and legal custodian, students, and community in curriculum development decisions

- Verify integration of local, state, and/or federal mandates (MCGF, Iowa Core, etc.)
- Verify how the standards and benchmarks of the content/discipline support each of the broader student learning goals and provide a K-12 continuum that builds on the prior learning of each level

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All curriculum may be reviewed by the school board. Curricular proposals from certified staff may be presented to the superintendent [or designee]. Curriculum maps, including standards and aligned assessments, will be developed and used for the various subject areas or interdisciplinary offerings. The curriculum maps will present a framework for proposed instructional strategies and assessment as a basis for further development of any particular area. The curriculum maps reflecting a correlation of standards, Iowa Core curriculum, and Common Core will be designed to assist all users in strengthening and clarifying their teaching, philosophy of learning, differentiation of instruction, and use of materials. The superintendent [or designee] will design procedures for the development and use of the curriculum maps.

It is the responsibility of the superintendent [or designee] to keep the board apprised of necessary curriculum revisions, progress, or each content area related to curriculum development activities, and to develop administrative regulations for curriculum development including recommendations to the board.

Adopted: 6/70

Reviewed: 6/11; 10/13; 4/15

Revised: 7/12

Related Policy (Code#): 600.1-2; 602.11-13

Legal Reference (Code of Iowa): §§ 216.9; 256.7; 279.8; 280.3; 281 IAC 12.5, .8

IASB Reference: 602.1



School District

**Policy Title: Quality of Instruction
Code 101.3**

The quality of instruction the students receive is essential to their growth as lifelong learners and productive community members. The success of students in achieving the educational goals and essential learnings of the district is determined in part by the capacity of professional staff to select and deliver the appropriate instructional strategy that aligns with curriculum content, process, application, and learner need.

Professional staff development designed for continuous improvement and the acquisition of research-based methodology is necessary to build a repertoire for effective instruction for all students. Implementation of multiple teaching strategies in classroom instruction is critical to student growth and learning as students progress through the educational program at Linn-Mar.

Adopted: 7/05

Reviewed: 9/10; 4/13; 5/14; 9/16

Revised: 10/11

Related Policy (Code #): 602.27-29-E

Delete - Duplicate of Policy 101.3



The purpose of assessments is to measure individual student achievement. As students progress through the educational program at Linn-Mar, their progress as learners is to be assessed consistently in their classrooms with regard to attainment of the essential learnings and curriculum standards, including content and process, as outlined in the curriculum maps.

Assessments shall include formative assessments designed to monitor learning and adjust instruction, to optimize student achievement as appropriate, and summative assessments for the purpose of measuring achievement of curriculum standards.

In addition to formative and summative assessments, the district will employ standardized, norm-referenced testing systems for reporting student progress and comparison of student performance, as well as benchmarking with other comparable school districts.

Adopted: 7/05
Reviewed: 10/11; 4/13; 9/16
Revised: 9/10; 5/14
Related Policy (Code #): 602.15; 605.2; 605.6
Legal Reference (Code of Iowa): 20 USC § 1232n; §§ 280.3
IASB reference: 505.4

Delete - Merge wording with policy 605.2



A comprehensive testing program shall be established and maintained to evaluate the education program of the school district and to assist in providing guidance or counseling services to students and their families.

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Assessments shall include formative assessments designed to monitor learning and adjust instruction, to optimize student achievement as appropriate, and summative assessments for the purpose of measuring achievement of curriculum standards.

In addition to formative and summative assessments, the district will employ standardized, norm-referenced testing systems for reporting student progress and comparison of student performance, as well as benchmarking with other comparable school districts.

No student shall be required as part of any applicable program funded by the United States Department of Education to submit, without prior written consent from the student's parent, guardian, or legal custodian to surveys, analysis, or evaluation which reveals information concerning:

- a. Political affiliations or beliefs of the student or the student's parents, guardians, or legal custodians;
- b. Mental and psychological problems of the student or the student's family;
- c. Sexual behaviors and attitudes;
- d. Illegal, anti-social, self-incriminating, and demeaning behavior;
- e. Critical appraisals of other individuals with whom students have close family relationships;
- f. Legally recognized, privileged, and analogous relationships such as those of lawyers, physicians, and ministers;
- g. Religious practices, affiliations, or beliefs of the student or student's family; or
- h. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program);

without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parents, guardians, or legal custodians.

It shall be the responsibility of the superintendent [or designee] in conjunction with the principals to develop administrative regulations regarding this policy. It shall be the responsibility of the superintendent [or designee] to provide the board annual reports on the testing program.

Adopted: 6/70

Reviewed: 6/11; 2/15; 4/18

Revised: 9/12; 10/13; 12/16

Legal Reference (Code of Iowa): 280.3; 20 USC 1232h



As productive, responsible, lifelong learners it is essential Linn-Mar students be:

Competent in Core Skills and Knowledge who are proficient in reading comprehension, computation, mathematical reasoning, and technology skills and who can use cultural, artistic, historical, scientific, and technological applications to explain, assess, and anticipate change as well as construct knowledge as needed.

Thinkers who independently access information and resources, who create and critically investigate multiple options, and who make decisions that effectively solve a variety of problems.

Self-Directed Learners who are aware of their strengths, needs, interests, and wants; who can set achievable goals, monitor and evaluate their progress, and who are resourceful in responding to change.

Responsible Citizens who recognize the relationships between self and others, who accept responsibility for their personal actions, and who actively participate in improving themselves, their families, and local and global communities.

Effective Communicators who listen, speak, write, read, and respond clearly to a variety of audiences and purposes.

Collaborative Workers who use their interpersonal skills to develop constructive relationships with diverse individuals and groups.

Practitioners of Healthy Lifestyles who are aware of physical, social, and emotional health and wellness and incorporate appropriate practices into their everyday lives.

Adopted: 6/70

Reviewed: 10/11; 4/13; 5/14; 9/16

Revised: 9/10

Related Policy (Code #): 600.1

Legal Reference (Code of Iowa): §§ 600

IASB Reference: 600 Options I & II



Policy Title: Long-Range Needs Assessment

Code: ~~103.1~~ 102.1

Long-range needs assessment enables the school district to analyze assessment data, get feedback from the community about its expectations of students, and determine how well students are meeting learning goals. The school board will conduct ongoing and in-depth needs assessments by soliciting information from businesses, labor, industry, higher education, and community members regarding their expectations for adequate student preparation as responsible citizens and successful wage earners.

Feedback from district patrons, staff, and students will be gathered on a regular basis. The **Strategic Planning School Improvement Advisory** Committee, working with the superintendent, will gather input from the district's patrons, staff, and students on the district's long-range goals, student learning goals, and other areas as deemed appropriate by the committee. This input will be used in the committee's decision-making process and guidance in making recommendations to the Board of Education.

It is the responsibility of the superintendent [or designee] to ensure the school district community is informed of student progress on state and locally-determined indicators. The superintendent [or designee] will report annually to the school board about the means used to keep the community informed.

As a result of the board and committee's work, the school board will determine major educational needs and rank them in priority order, develop long-range goals and plans to meet the needs, establish and implement short-range and intermediate-range plans to meet the goals and to attain the desired levels of student performance, evaluate progress toward meeting the goals and maintain a record of progress under the plan that includes reports of student performance and results of school improvement projects, and annually report the district's progress made under the plan to the committee, community, and Iowa Department of Education.

Adopted: 7/81

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

Revised: 9/10; 4/13

Related Policy (Code #): 100.1; 901.3

Legal Reference (Code of Iowa): §§ 21; 256.7; 280.12 (2013); 281 IAC 12.8(1)(b)

IASB Reference: 103 – Mandatory Policy



**Policy Title: Anti-Bullying and Anti-Harassment
Code ~~104.1~~ 103.1**

The Linn-Mar Community School District is committed to providing all **students, employees, and volunteers** with a safe and civil school environment in which all members of the school community are treated with dignity and respect. **Bullying and/or harassing behavior can seriously disrupt the ability of school employees and volunteers to maintain a safe and civil environment, and the ability of students to learn and succeed.**

Bullying and/or harassment of students, employees, **and volunteers** is against federal, state, and local policy and are not tolerated by the school board.

Accordingly, school employees, volunteers, and students shall not engage in bullying or harassing behavior while on school property, while on school-owned or school-operated vehicles, while attending or participating in school-sponsored or sanctioned activities, and while away from school grounds if the conduct materially interferes with the orderly operation of the educational environment or is likely to do so.

The school board also 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, state, and local laws, executive orders, rules, and regulations pertaining to bullying/harassment, compliance, and equal opportunity.

To that end, the school board has policies, procedures, and practices in place that are designed to reduce and eliminate bullying and harassment, as well as processes and procedures to deal with incidents of bullying and harassment. **Complaints will be investigated within a reasonable time frame. Refer to Policy ~~104.1-R~~ 103.1-R – Administrative Regulations Regarding Anti-Bullying/Anti-Harassment Investigation Procedures.**

A school employee, volunteer, students, or a student’s parent/guardian who promptly, reasonably, and in good faith reports an incident of bullying or harassment, in compliance with the procedures in the regulation (Policy ~~104.1-R~~ 103.1-R), to the appropriate school official designated by the district, shall be immune from civil or criminal liability relating to such report and to participation in any administrative or judicial proceeding resulting from or relating to the report.

Retaliation Prohibited

Individuals who knowingly file false bullying or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures.

Any student found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, removal from service and exclusion from school grounds.

Definitions

For the purposes of this policy, the defined words shall have the following meanings:

- *"Electronic"* means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic, or other similar means. *"Electronic"* includes but is not limited to communication via electronic mail, internet-based communications, pager services, cell phones, and electronic text messaging or similar technologies.
- *"Harassment"* and *"bullying"* mean any repeated or potentially repeated electronic, written, verbal, or physical act or other ongoing conduct toward an individual based on any trait or characteristic of the individual which creates an objectively hostile school environment that meets one or more of the following conditions:
 - a. Places the individual in reasonable fear of harm to the individual's person or property;
 - b. Has a substantial detrimental effect on the individual's physical or mental health;
 - c. Has the effect of substantially interfering with the individual's academic or career performance; or
 - d. Has the effect of substantially interfering with the individual's ability to participate in or benefit from the services, activities, or privileges provided by a school.
- *"Sexual Harassment"* means unwelcome sexual advances; requests for sexual favors; or verbal, non-verbal, or physical conduct of a sexual nature may constitute sexual harassment where:
 - a. Submission to such conduct is made either explicitly or implicitly as a term or condition of a person's employment or educational development;
 - b. Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.
- *"Trait or characteristic of the individual"* includes but is not limited to age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status.
- *"Volunteers"* means any individuals who have regular, significant contact with students.

Publication of Policy

The school board will publish this policy on an annual basis. The policy may be publicized by the following means:

- Inclusion in the student handbook
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or district website
- Inclusion on student and employee display boards
- Inclusion in volunteer registration materials and information

Adopted: 8/07

Reviewed: 9/10; 4/13; 9/16

Revised: 10/11; 7/13; 5/14

Related Policy (Code #): 104.1-R; 104.1-E1-E3; 104.2-2-E; 105.1-E6; 400.1-3; 403.13-15-E; 500.1

Legal Reference (Code of Iowa): 20 USC §§ 1221-1234i; 29 USC § 794; 42 USC §§ 2000d-d7; 42 USC §§ 12101 2 *et seq*; 281 IAC 12.3(6); Morse v Frederick 551 US 393 (2007)

IASB Reference: 104



Administrative Regulations Regarding Anti-Bullying/Anti-Harassment **Investigation Procedures**

Code ~~104.1-R~~ **103.1-R**

Individuals who feel that they have been **bullied** or harassed should:

1. If the individual is comfortable doing so, communicate to the **bully**/harasser that the individual expects the behavior to stop. If the individual wants assistance communicating with the **bully**/harasser, the individual should ask a teacher, counselor, or principal for help.
2. If the harassment does not stop or the individual does not feel comfortable confronting the **bully**/harasser, the individual should:
 - a. Tell a teacher, counselor, or principal;
 - b. Write down exactly what happened, keep a copy, and give another copy to the teacher, counselor, or principal including the following information:
 - What, when, and where the incident occurred;
 - Who was involved in the incident;
 - Exactly what was said or what the **bully**/harasser did;
 - Names of witnesses to the harassment;
 - What the **student victim** said or did either at the time or later;
 - How the **student victim** felt;
 - How the **bully**/harasser responded; and
 - **Any additional information deemed pertinent.**

Filing a Complaint

An individual who believes they have been bullied or harassed may file a complaint with the **associate superintendent as the designated investigator. The alternate investigator is the chief officer of human resources. district's Equity Coordinators (hereinafter "Investigator") who will investigate the complaint.**

Equity Coordinator/Title IX Coordinator/Affirmative Action Coordinator:
Mrs. Karla Christian, Chief Officer of Human Resources
Phone: 319-447-3036 / kchristian@Linnmar.k12.ia.us

Equity Coordinator:
Mr. Nathan Wear, Associate Superintendent
Phone: 319-447-3028 / Nathan.wear@Linnmar.k12.ia.us

Address: 2999 N 10th Street, Marion, IA 52302
Fax: 319-377-9252

Conflicts of Interest: ~~If the investigator equity coordinators is a are witnesses to the incident, the an alternate investigator shall investigate will be designated.~~

An alternate investigator will be designated in the event it is claimed that the district's Equity Coordinator(s) committed the alleged bullying or harassment, or some other conflict of interest exists.

Complaints shall be filed within 180 days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

~~The Investigator may request that the Complainant complete the anti-bullying/anti-harassment complaint form and turn over evidence of the bullying and/or harassment including but not limited to letters, tapes, or pictures. The Complainant will be given a copy of the completed complaint form. Information received during the investigation is kept confidential, to the extent possible.~~

Investigation

~~The investigator will reasonably and promptly commence the investigation upon receipt of the complaint. The investigator will interview the Complainant and the Accused. The alleged bully/harasser may file a written statement in response to the complaint. The investigator may also interview witnesses, as deemed appropriate.~~

~~Upon completion of the investigation, the investigator will make written findings and conclusions to each allegation of bullying/harassment and report the findings and conclusions to the building principal. The investigator will also provide a copy of the findings of the investigation to the building principal.~~

The school district will promptly and reasonably investigate allegations of bullying or harassment upon receipt of a written complaint. The Equity Coordinators (hereinafter "Investigator") will be responsible for handling all complaints alleging bullying or harassment or appoint a qualified person to undertake the investigation. The Investigator, along with the building principal, ~~or with the approval of the building principal,~~ have the authority to initiate an investigation in the absence of a written complaint.

The investigation may include, but is not limited to the following:

1. Interviews with the Complainant and the individual named in the complaint ("Respondent");
2. A request for the Complainant to provide a written statement regarding the nature of the complaint;
3. A request for the Respondent to provide a written statement;
4. Interviews with witnesses identified during the course of the investigation;
5. A request for witnesses identified during the course of the investigation to provide a written statement; and
6. Review and collection of documentation or information deemed relevant to the investigation.

The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment as defined in board policy. Upon completion of the investigation, the Investigator shall issue a report with respect to the findings and provide a copy of the report to the appropriate building principal, or to the superintendent if the investigation involved the building principal.

Following receipt of the Investigator's report the building principal may investigate further, if deemed necessary, and make a determination of any appropriate additional steps, which may include discipline. Prior to the determination of the appropriate remedial action the building principal may, at their discretion, interview the Complainant and the Respondent. At the conclusion of the additional investigation, the building principal will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The Complainant, the Respondent, and the Investigator shall receive notice as to the conclusion of the building principal's additional investigation. The building principal will

maintain a log of information necessary to comply with Iowa Department of Education reporting procedures.

The complaint and identity of the Complainant, the Respondent, or witnesses shall only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. Similarly, evidence uncovered in the investigation shall be kept confidential to the extent reasonably possible.

Points to Remember During the Investigation:

- a.—Complaints will be taken seriously and investigated;
- b.—Evidence uncovered in the investigation is confidential; and
- c.—Retaliation against individuals involved in the investigation will not be tolerated and retaliators will be disciplined up to and including suspension and expulsion for students or, in the case of an employee, termination.

Decision:

The Investigator, building principal, or superintendent, depending on the individuals involved, shall inform the Complainant and the Accused about the outcome of the investigation.

If, after an investigation, a student is found to be in violation of policy, the student shall be disciplined by appropriate measures, which may include suspension and expulsion. If after an investigation a school employee is found to be in violation of policy, the employee shall be disciplined by appropriate measures, which may include termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include removal from service and exclusion from school grounds.

Individuals who knowingly file false bullying and/or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination or employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, an including removal of service and exclusion from school grounds.

Reports of false complaints, false statements, or retaliation should be submitted to the district's Equity Coordinators.

It is the responsibility of the superintendent, in conjunction with the Equity Coordinators and building principals, to develop district procedures regarding anti-bullying/harassment. The superintendent [or designee] will also be responsible for organizing training programs for students, school employees, and volunteers regarding how to recognize bullying and harassing behavior and what do to if this behavior is witnessed.

The superintendent [or designee] is responsible for developing a process for evaluating the effectiveness of policy in reducing bullying and harassment and will report on the progress of reducing bullying and harassment to the school board.

Adopted: 6/00

Reviewed: 9/10; 10/11; 4/13; 5/14; 9/16

Revised: 7/13

Related Policy (Code #): 104.1; 104.1-E1-E3; 401.1; 403.13; 500.1

IASB Reference: 104.R1



Policy Title: Anti-Bullying/Harassment Complaint Form
Code 104.1-E1103.1-E1

Name of Person Filing Complaint (Complainant):

Relationship of Complainant to District Position of Complainant:

Date of Complaint:

Name of Student or Employee Target Alleged Victim:

Name of Alleged Bully/Harasser:

Date and Place of Alleged Incident:

Nature of discrimination or alleged bullying/harassment alleged: (Check all that apply)

Table with 4 columns: Age, Color, Creed, National Origin, Race, Religion, Ancestry, Physical Attributes, Genetic Information, Physical/Mental Ability or Disability, Marital Status, Sex, Sexual Orientation, Gender Identity, Political Party Preference, Political Beliefs, Socioeconomic Status, Familial Status, Pregnancy, Military Status, and Other - Please specify below.

Description of Misconduct (Attach additional pages if needed):

Multiple horizontal lines for writing the description of misconduct.

Names of Witnesses (if any): _____

Evidence of Bullying/Harassment such as letters, photos, etc. (Attach evidence, if possible):

I agree that all the information on this form is accurate and true to the best of my knowledge.

Complainant's Signature: _____ Date: _____

Return this completed form to the Equity Coordinators:

Equity Coordinator/Title IX Coordinator/Affirmative Action Coordinator:

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

Equity Coordinator:

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

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

Fax: 319-377-9252

Reviewed: 5/14; 9/16

Related Policy: 104.1; 104.1-R; 104.E2-E3

IASB Reference: 104.E1

Additional Pertinent Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Witness's Signature: _____ Date: _____

Return this completed form to the Equity Coordinators:

Equity Coordinator/Title IX Coordinator/Affirmative Action Coordinator:
Mrs. Karla Christian, Chief Officer of Human Resources
Phone: 319-447-3036 / kchristian@Linnmar.k12.ia.us

Equity Coordinator:
Mr. Nathan Wear, Associate Superintendent
Phone: 319-447-3028 / Nathan.wear@Linnmar.k12.ia.us

Address: 2999 N 10th Street, Marion, IA 52302
Fax: 319-377-9252

Reviewed: 5/14; 9/16
Related Policy: 104.1; 104.1-R; 104.E1; 104.1-E3
IASB Reference: 104.E2



Policy Title: Anti-Bullying / Anti-Harassment
Disposition of Complaint Form
Code 104.1-E3 103.1-E3

Name of Person Filing Complaint (Complainant)/Target:

Relationship of Complainant to District:

Date of Initial Complaint:

Name of Alleged Victim:

Grade or Position and Building of Complainant/Target Alleged Victim:

Date and Place of Alleged Incident:

Name and Grade/Position of Alleged Perpetrator/Respondent Bully/Harasser:

Nature of discrimination or harassment alleged alleged bullying/harassment (Check all that apply):

Table with 4 columns: Age, Color, Creed, National Origin, Race, Religion, Ancestry, Physical Attributes, Genetic Information, Physical/Mental Ability or Disability, Marital Status, Sex, Sexual Orientation, Gender Identity, Political Party Preference, Political Beliefs, Socioeconomic Status, Familial Status, Pregnancy, Military Status, and Other - Please specify below.

Summary of Investigation (Attach an additional sheet, if needed):

Multiple horizontal lines for writing the summary of investigation.



School District – Equal Opportunity, Non-Discrimination, and Grievances

Mandatory Policy

Policy Title: Equal Educational Opportunity Code ~~105.1~~ 104.1

The following statement is to be published in written and electronic form in the district's official documents and on the district's 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. It is the policy of the Linn-Mar Community School District not to discriminate on the basis of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status in its educational programs and its employment practices.

Further, the school board affirms the right of all students, staff, and volunteers 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 related to this policy, please contact the district's Equity Coordinators:

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

Karla Christian, Chief Officer of Human Resources
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

The school board also 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, state, and local laws, executive orders, rules, and regulations pertaining to bullying/harassment, 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, 1681, 1701 et seq; 29 USC § 206 et seq; 29 USC § 794; 42 USC §§ 2000d, 2000e; 42 USC §§ 12101 et seq; 34 CFR Pt 100, 104; §§ 216.6, .9; 256.11; 280.3; 281 IAC 12.

IASB Reference: 102



Administrative Regulations Regarding Equal Educational Opportunity Grievance Procedures

Code ~~105.1-R~~ 104.1-R

It is the policy of the Linn-Mar Community School District not to discriminate on the basis of age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, **genetic information**, physical or mental ability or disability, ancestry, political party preference, political belief, **military status**, socioeconomic status, **pregnancy**, or familial status in its educational programs and its employment practices.

Students, parents/guardians of students, employees, **volunteers**, 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. **This policy and procedures are to be used for complaints of discrimination, in lieu of any other general complaint policies or procedures that may be available.** 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 prerequisite to the pursuit of other remedies. *Please note that informal processes and procedures are not to be used in certain circumstances (Example: sexual harassment and sexual assault).*

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

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

Karla Christian, Chief Officer of Human Resources
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

LEVEL ONE: *Informal and Optional. May be bypassed by the Complainant.*

Employees **or volunteers** with a complaint of discrimination based upon their age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, **genetic information**, physical or mental ability or disability, ancestry, political party preference, political belief, **military status**, socioeconomic status, **pregnancy**, or familial status are encouraged to first discuss it with their immediate supervisor with the objective of resolving the matter informally. *This paragraph is for employees and marital status isn't a protected class for employees.*

An applicant for employment with a complaint of discrimination based upon their age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, **genetic information**, physical or mental ability or disability, ancestry, political party preference, political belief, **military status**, socioeconomic status, **pregnancy**, or familial

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/guardian of a student with a complaint of discrimination based upon their age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, **genetic information**, physical or mental ability or disability, ancestry, political party preference, political belief, **military status**, socioeconomic status, **pregnancy**, or familial status are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator, or personnel contact person directly involved.

LEVEL TWO: *Filing a Grievance and Investigation*

Filing a Grievance:

If the complaint is not resolved at Level One and the Complainant wishes to pursue a grievance, they may formalize it by filing a complaint in writing with the district's **compliance officer Equity Coordinators**. **An alternate investigator will be designated in the event it is claimed that the Equity Coordinators committed the alleged discrimination, or some other conflict of interest exists.**

The Complainant will **provide a written statement of** 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 Complainant could reasonably become aware of such occurrence.

The Complainant may request that a meeting concerning the grievance be held with the **compliance officer Equity Coordinators**. The Complainant 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 Equity Coordinators shall assist the Complainant as needed.**

Investigation:

Within 15 working days, the compliance officer Equity Coordinators will begin the investigation of the complaint or appoint a qualified person to undertake the investigation and attempt to resolve it. The grievance and identity of the Complainant, Respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. This investigation may include **but is not limited to the following:**

- **A request for the individual named in the grievance to provide a written statement;**
- **A request for the witnesses identified during the course of the investigation to provide a written statement;**
- **Interviews with the Complainant, Respondent, or witnesses;**
- **Opportunity to present witnesses or other relevant information; and**
- **Review and collection of documentation or information deemed relevant to the investigation.**

Within 30 working days, the Equity Coordinators shall complete the investigation and issue a report with respect to the findings. a written report from the compliance officer Equity Coordinators regarding action taken will be sent to the involved parties within a reasonable time after receipt of the complaint.

If any of the stated timeframes cannot be met by the district, the district will notify the parties and pursue completion as promptly as possible.

If, in cases of disability grievances at the elementary and secondary level, the issue is not resolved through the grievance process the parents/guardians have a right to an impartial hearing to resolve the issue.

Retaliation against any person, because the person filed a grievance or assisted/participated in an investigation is prohibited. Persons found to have engaged in retaliation shall be subject to discipline by appropriate measures.

LEVEL THREE: *Decision and Appeal to Superintendent*

The Equity Coordinators shall notify the Complainant and Respondent of the decision within 5 working days of completing the written report. Notification shall be by U.S. mail, first class.

If the grievance is not resolved at Level Two, the Complainant may appeal it to Level Three by presenting a written appeal detailing why they believe the decision should be reconsidered to the superintendent within five 10 working days after the Complainant receives the report from the compliance officer Equity Coordinators.

The Complainant may request a meeting with the superintendent. The superintendent may also request a meeting with the Complainant to discuss the appeal.

A decision will be rendered by the superintendent within a reasonable time after the receipt of the written appeal. Within 30 working days, the superintendent shall affirm, reverse, amend the decision, or direct the Equity Coordinators to gather additional information. The superintendent shall notify the Complainant, Respondent, and Equity Coordinators of the decision within 5 working days of the decision. Notification shall be by U.S. mail, first class.

The decision of the superintendent in no way prejudices a party from seeking redress through state or federal agencies as provided by in law. This procedure in no way denies the right of the Complainant to file formal grievances 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 School Board*

If the Complainant is not satisfied with the superintendent's decision, they can file an written appeal with the school board president within five days of the superintendent's decision detailing why they believe the decision should be reconsidered. It is within the discretion of the school board to determine whether it will hear the appeal.

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
IASB Reference: 102.R1



Policy Title: Annual Notice of Non-Discrimination
Code ~~105.1-E1~~ 104.1-E1

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

- Agricultural-Science
- Business
- Design, Engineering, and Materials
- Family & Consumer Sciences

It is the policy of the Linn-Mar Community School District not to discriminate on the basis of age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, **genetic information**, physical or mental ability or disability, ancestry, political party preference, political belief, **military status**, socioeconomic status, **pregnancy**, or familial status 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 the district's Equity Coordinators:

Nathan Wear, Associate Superintendent
Phone: 319-447-3028 / Email: Nathan.wear@Linmar.k12.ia.us

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

Linn-Mar Community School District
2999 N 10th Street
Marion IA 52302
Fax: 319-377-9252



Policy Title: Continuous Notice of Non-Discrimination
Code ~~105.1-E2~~ 104.1-E2

It is the policy of the Linn-Mar Community School District not to discriminate on the basis of age, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, **genetic information**, physical or mental ability or disability, ancestry, political party preference, political belief, **military status**, socioeconomic status, **pregnancy**, or familial status 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 the district's Equity Coordinators:

Nathan Wear, Associate Superintendent
Phone: 319-447-3028 / Email: Nathan.wear@Linmar.k12.ia.us

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

Linn-Mar Community School District
2999 N 10th Street
Marion IA 52302
Fax: 319-377-9252

Adopted: 10/17
Revised: 11/18
Related Policy (Code #): 105.1; 105.1-R; 105.1-E1, E3-E6
IASB Reference: 102.E2



**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; and
- Receipt of free educational services to the extent they are provided students without disabilities; and
- Receipt of information about your child and your child's educational programs and activities in your native language; and
- 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; and
- 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 socioeconomic 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 the district's Equity Coordinators:

Nathan Wear, Associate Superintendent
Phone: 319-447-3028 / Email: Nathan.wear@Linmar.k12.ia.us

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

Linn-Mar Community School District
2999 N 10th Street
Marion IA 52302
Fax: 319-377-9252

Adopted: 10/17

Reviewed: 11/18

Related Policy (Code#): 104.1; 104.1-R; 104.1-E1-E3; 104.2; 104.2-E; 105.1; 105.1-R; 105.1-E1-E6

Delete-Duplicate of Policy 104.2-E



School District – Equal Opportunity, Non-Discrimination, and Grievances

Policy Title: Discrimination/~~Anti-Bullying/Anti-Harassment~~ Complaint Form
Code ~~105.1-E4~~ 104.1-E3

Date of Complaint: _____

Name of Complainant: _____

Are you filling out this form for yourself or someone else? (Please identify the individual if you are submitting this form on behalf of someone else): _____

Who or what entity do you believe discriminated against, harassed, or bullied you (or someone else)? _____

Date and Place of Alleged Incident: _____

Names of Witnesses: _____

Nature of alleged discrimination, harassment, or bullying alleged (Check all that apply):

Age	Marital Status	Other – Please specify below:
Color	Sex	
Creed	Sexual Orientation	
National Origin	Gender Identity	
Race	Political Party Preference	
Religion	Political Beliefs	
Ancestry	Socioeconomic Status	
Physical Attributes	Familial Status	
Genetic Information	Pregnancy	
Physical/Mental Ability or Disability	Military Status	

In the space below, please describe what happened and why you believe that you or someone else has been discriminated against, harassed, or bullied. Please be as specific as possible and attach additional pages, if necessary.

Additional Pertinent Information (Attach additional sheet, if needed):

I agree that all the information on this form is accurate and true to the best of my knowledge.

Witness' Signature: _____ Date: _____

Return this completed form to the district's Equity Coordinators:

Equity Coordinator/Title IX Coordinator/Affirmative Action Coordinator:
Mrs. Karla Christian, Chief Officer of Human Resources
Phone: 319-447-3036 / kchristian@Linnmar.k12.ia.us

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

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
Fax: 319-377-9252

Adopted: 10/17
Related Policy (Code#): 105.1; 105.1-R; 105.1-E1-E4, E6
IASB Reference: 102.E5



School District – Equal Opportunity, Non-Discrimination, and Grievances

Policy Title: Discrimination/~~Anti-Bullying/Anti-Harassment~~ Disposition of Complaint Form Code ~~105.1-E6~~ 104.1-E5

Today's Date: _____

Name of Complainant (include whether the complainant is a student or employee):

Date of Initial Complaint: _____

Date and Place of Alleged Incident: _____

Name of Respondent (Include whether the respondent is a student or employee):

Nature of alleged discrimination, ~~harassment, or bullying alleged~~ (Check all that apply):

<input type="checkbox"/>	Age	<input type="checkbox"/>	Marital Status	Other – Please specify below:
<input type="checkbox"/>	Color	<input type="checkbox"/>	Sex	
<input type="checkbox"/>	Creed	<input type="checkbox"/>	Sexual Orientation	
<input type="checkbox"/>	National Origin	<input type="checkbox"/>	Gender Identity	
<input type="checkbox"/>	Race	<input type="checkbox"/>	Political Party Preference	
<input type="checkbox"/>	Religion	<input type="checkbox"/>	Political Beliefs	
<input type="checkbox"/>	Ancestry	<input type="checkbox"/>	Socioeconomic Status	
<input type="checkbox"/>	Physical Attributes	<input type="checkbox"/>	Familial Status	
<input type="checkbox"/>	Genetic Information	<input type="checkbox"/>	Pregnancy	
<input type="checkbox"/>	Physical/Mental Ability or Disability	<input type="checkbox"/>	Military Status	

Summary of Investigation: _____



School District – Equal Opportunity, Non-Discrimination, and Grievances

Policy Title: Notice of Section 504 Student/Parental Rights Code 104.2-E

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

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 you have the right to the following:

1. Participation of your child in 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;
2. Receipt of free educational services to the extent they are provided students without disabilities;
3. Receipt of information, either orally or written, about your child and your child's educational programs and activities in your native language;
4. 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;
5. 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
6. A 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 to 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 age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, **genetic information**, physical or mental ability or disability, ancestry, political party preference, political belief, **military status**, socioeconomic status, **pregnancy**, or familial status in its educational programs and its employment practices.

There is a grievance procedure for processing complaints of discrimination. **Inquiries concerning the school district's compliance with the regulations implementing Title VI, Title IX, the Americans with Disabilities Act (ADA), §504, or Iowa Code §280.3 (2013) should be directed to the district's Section 504 Compliance Coordinator who has been designated by the school district to coordinate the district's efforts to comply with the regulations implementing Title VI, Title IX, the ADA, §504 and Iowa Code §280.3 (2013). If you have questions or a grievance related to this policy, please contact the Section 504 Coordinator:**

Mrs. Leisa Breitfelder
Executive Director of Student Services
2999 N 10th Street, Marion, IA 52302
Phone: 319-447-3003
Email: lbreitfelder@linnmar.k12.ia.us
Fax: 319-377-9252

Adopted: 11/08

Reviewed: 10/11; 4/13; 5/14; 9/16

Related Policy (Code #): 104.1; 104.1-R; 104.1.E1-E6; 104.2

IASB Reference: 102.E3



Staff/Personnel – All Employees

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, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial 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, color creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial 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. Nathan Wear, Associate Superintendent
Phone: 319-447-3028 / Nathan.wear@Linnmar.k12.ia.us

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

Address: 2999 N 10th Street, Marion, IA 52302
Fax: 319-377-9252

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

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

Delete - Duplicate of Policy 104



**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, **volunteers, visitors,** 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's Equity Coordinators who have been designated 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. Nathan Wear, Associate Superintendent
Phone: 319-447-3028 / Nathan.wear@Linnmar.k12.ia.us

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

Address: 2999 N 10th Street, Marion, IA 52302
Fax: 319-377-9252

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

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

Duplicate - Add Definition of SH to 103.1 then delete



Staff/Personnel – All Employees

Policy Title: Procedures for Charging and Investigating Allegations of **Injury** or Abuse of Students by School Employees Code **403.15 106.1**

Linn-Mar school employees will not **cause injury or** 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 action 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 **injury or** 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 maintain confidentiality regarding the report and investigation.

The Linn-Mar Community School District will appoint a Level I Investigator and an alternate Level I Investigator. The district will also arrange for, or contract with, a trained, experienced professional to serve as the Level II Investigator. The Level I Investigator and alternate will be provided training in conducting an investigation at the expense of the district. **The names of the investigators will be listed in the student handbook that is published annually in the local newspaper and posted in all school facilities.**

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

Linn-Mar Community School District Level I Investigators:

1. Mrs. Karla Christian, Chief Officer of Human Resources, Equity Coordinator, Title IX Coordinator, and Affirmative Action Coordinator
 - 319-447-3036 / kchristian@Linnmar.k12.iaus
2. Mr. Nathan Wear, Associate Superintendent and Equity Coordinator
 - 319-447-3028 / nathan.wear@Linnmar.k12.ia.us
3. Mrs. Leisa Breitfelder, Executive Director of Student Services and 504 Compliance Coordinator
 - 319-447-3003 / lbreitfelder@Linnmar.k12.ia.us

Address: 2999 N 10th Street, Marion IA 52302

Fax: 319-377-9252

Adopted: 5/90

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

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

Related Policy (Code #): 401.1; 401.15; 401.15-R; 403.15-E, 403.30; 403.39; 505.5; 505.5-R; 505.52; 505.52-R

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

IASB Reference: 402.3

Were there any witnesses to the incident or are there students or persons who may have information about this incident? _____ Yes _____ No

If yes, please list by name (if known) or classification:

Example: Third grade class, fourth period geometry class.

Complainant's Signature: _____ Date: _____

Complainant's Relationship to Student: _____

Please return this completed, signed form to one of the Level I Investigators:

1. Mrs. Karla Christian, Chief Officer of Human Resources, Equity Coordinator, Title IX Coordinator, and Affirmative Action Coordinator
 - 319-447-3036 / kchristian@Linnmar.k12.ia.us
2. Mr. Nathan Wear, Associate Superintendent and Equity Coordinator
 - 319-447-3028 / nathan.wear@Linnmar.k12.ia.us
3. Mrs. Leisa Breitfelder, Executive Director of Student Services and 504 Compliance Coordinator
 - 319-447-3003 / lbreitfelder@Linnmar.k12.ia.us

Address: 2999 N 10th Street, Marion IA 52302
Fax: 319-377-9252



Administrative Regulations Regarding Employee Records

Code 403.16-R

Content of Employee Personnel Records:

1. Employee personnel records may contain the following information:
 - Personal information including, but not limited to, name, address, telephone number, emergency numbers, birth date, and spouse
 - Individual employment contract
 - Evaluations
 - Application, resume, and references
 - Salary information
 - Copy of the employee's license or certificate, if needed for the position
 - Educational transcripts
 - Assignment
 - Records of disciplinary matters

2. Employee health and medical records are kept in a file separate from the employee's personnel records. Health and medical records may contain, but are not limited to:
 - Medical professional signed physical form
 - Sick or long-term disability leave days
 - Worker's compensation claims
 - Reasonable accommodation made by the district to accommodate employee's disability
 - Employee's medical history
 - Employee's emergency contact names and numbers
 - Family and medical leave request forms

Content of Applicant File Records:

Records on applicants for positions with the district are maintained in the Human Resources office. The records will include, but not be limited to:

- Application for employment
- Resume
- References
- Evidence of appropriate license or certificate, if necessary, for the position for which the individual applied
- Affirmative action form, if submitted

Record Access:

Only authorized school officials will have access to an employee's records without the written consent of the employee. Authorized school officials may include, but not be limited to, the superintendent, building principal, or board secretary. In the case of a medical emergency, the school nurse or other first aid or safety personnel may have access to the employee's health or medical file without the consent of the employee. Board members will generally only have access to an employee's personnel file without the consent of the employee when necessary for conducting board business.

Employee Record Retention:

All employee records, except payroll and salary records, are maintained for a minimum of ~~seven~~ **one** years after termination of employment with the district. Applicant records are maintained for a minimum of ~~seven~~ **one** years after the position was filled. Payroll and salary records are maintained for a minimum of three years after payment.

Adopted: 5/01

Reviewed: 2/10; 1/11; 12/11; 4/13; 9/14; 3/17

Related Policy (Code#): 403.16

IASB Reference: 401.5R1



Staff/Personnel – All Employees

Policy Title: Public Complaints about Employees Code 403.18

From time to time the public may have complaints regarding the behavior of employees. The board recognizes that situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. **It will first be the responsibility of the building administrators to resolve questions and problems raised by the employees and/or the students they supervise or by other members of the school district community.**

Prior to contacting the board, the following should be completed:

1. Matters **concerning a student, teacher, or employee** should first be addressed to the **teacher or** employee **the individual has a complaint or concern about.**
2. Unsettled matters from #1 listed above, or problems and questions about individual attendance centers, should be addressed to the employee's **classified director** **direct supervisor** or **the building administrator.**
3. Unsettled matters **regarding licensed employees** from #2 listed above, or problems and questions concerning the school district, should be directed to the superintendent.
4. If a matter cannot be settled satisfactorily by the superintendent it may then be brought to the board for consideration.

To bring a concern regarding an employee, the individual may notify the board president in writing who may bring it to the attention of the entire board, or the item may be placed on the board agenda of a regularly scheduled board meeting in accordance with board policy.

If there is no resolution or a plan for resolution by the superintendent within 10 school days of the individual's discussion with the superintendent; the individual may ask to have the question or problem placed on the board agenda by submitting a request in writing to the board president or board secretary.

It is within the discretion of the board whether to address complaints from members of the school district community and the board will only do so if the complaints are in writing, signed, and the individual has complied with this policy. **The board is not obligated to address a complaint and may defer to the decision of the superintendent.**

If the board elects not to address a complaint, the decision of the superintendent shall be final. If the board does elect to address a complaint, its decision shall be final.

Adopted 5/97

Reviewed: 1/11; 12/11; 4/13; 9/14; 8/17

Revised: 1/06; 9/19

Related Policy (Code#): 204.9; 502.12; 1003.3

Legal Reference (Code of Iowa): § 279.8

IASB Reference: 213.1



Employees who operate school vehicles classified as commercial motor vehicles by the US Department of Transportation and are required to possess a commercial driver's license (CDL) to operate those vehicles are subject to drug and alcohol testing. A commercial motor vehicle is a vehicle that transports 16 or more people including the driver or has a gross vehicle weight rating (GVWR) of 26,001 pounds or more. For purposes of the drug and alcohol testing program, the term "employees" includes applicants who have been offered a position to operate a commercial motor vehicle owned by the school district.

Employees, or applicants, that will operate a school vehicle as described above are subject to pre-employment drug testing prior to being allowed to perform a safety-sensitive function using a school vehicle. In addition, employees will be subject to random, reasonable suspicion and post-accident drug and alcohol testing. Employees with questions about the drug and alcohol testing program may contact the Human Resources office (2999 N 10th Street, Marion, IA 52302 / 319-447-3009).

Employees operating school vehicles will not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations.

Employees who violate the terms of this policy may be subject to discipline up to and including termination. **The district is required to keep a record of all drug or alcohol violations by employees for a minimum of five years. Employees are put on notice that information related to drug or alcohol violations will be reported to the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse. Additionally, the district will conduct FMCSA Clearinghouse queries for employees annually. Employees must provide written consent for the district to conduct FMCSA Clearinghouse queries; however, employees who choose to withhold consent will be prohibited from performing any safety sensitive functions.**

Employees who violate this policy bear the personal and financial responsibility, as a condition of continued employment, to successfully participate in a substance abuse evaluation and a substance abuse treatment program recommended by a substance abuse professional. Employees who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program will no longer be allowed to operate a commercial motor vehicle owned by the school district and, in addition, may be subject to discipline up to and including termination. It is the responsibility of the superintendent [or designee] to develop administrative regulations to implement this policy in compliance with the law. The superintendent [or designee] will inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment.

The superintendent [or designee] will also be responsible for publication and dissemination of this policy and supporting administrative regulations and forms to employees operating school vehicles. The superintendent [or designee] will also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

Adopted: 12/95

Reviewed: 3/11; 12/11; 4/13; 9/14

Revised: 1/07; 8/17

Related Policy (Code #): 403.19-E1-E2

Legal Reference (Code of Iowa): American Trucking Assoc vs. Federal Hwy Admin, 51 Fed 3rd 405 (4th Cir 1995);

49 USC §§ 5331 et seq (2012); 42 USC §§ 12101 et seq (2012); 41 USC §§ 81 (2012); 49 CFR Pt 40; 382; 391.81-123 (2012); 34 CFR Pt 85 (2012); Local 301, Int'l Assoc of Fire Fighters, AFL-CIO, and City of Burlington, PERB No 3876 (3-26-91); §§ 124; 279.8; 321.375(2); 730.5 (2013)

IASB Reference: 403.6



Drug and Alcohol Testing Program Notice to Employees

Code: 403.19-E1

Employees governed by the Drug and Alcohol Testing Program policy are hereby notified they are subject to the school district's drug and alcohol testing program for pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing as outlined in the Drug and Alcohol Testing Program policy, the supporting documents, and the law.

Employees who operate school vehicles classified as commercial motor vehicles by the US Department of Transportation are subject to drug and alcohol testing. A commercial motor vehicle is a vehicle that transports 16 or more persons, including the driver, or has a gross vehicle weight rating (GVWR) of 26,001 pounds or more. For purposes of the Drug and Alcohol Testing Program, "employees" also includes applicants who have been offered a position to operate a commercial motor vehicle owned by the school. Employees that will operate a school-owned commercial motor vehicle are subject to the Drug and Alcohol Testing Program regulations beginning the first day they are offered a position to operate a school vehicle and continue to be subject to the Drug and Alcohol Testing Program until such time employment is terminated or the employee will no longer operate, at any time, a commercial motor vehicle for the district.

It is the responsibility of the superintendent [or designee] to inform employees of the Drug and Alcohol Testing Program requirements. Employees with questions regarding the Drug and Alcohol Testing Program requirements will contact the district's contact person (Human Resources office).

Employees governed by the Drug and Alcohol Testing Program policy are further notified that employees violating this policy, its supporting documents, regulations, or the law will be subject to discipline up to and including termination.

Employees governed by the Drug and Alcohol Testing policy are further notified that information related to the drug or alcohol violations will be reported to the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse.

Employees governed by the Drug and Alcohol Testing Program policy are further notified it is a condition of their continued employment to comply with the Drug and Alcohol Testing Program policy, its supporting documents, regulations, and the law. It is a condition of continued employment for employees operating a school vehicle to notify their supervisor of any prescription medication they are using. Drug and alcohol testing records about a driver are confidential and are released in accordance with this policy, its supporting documents, regulations, or the law.

Employees governed by the Drug and Alcohol Testing Program policy are hereby notified they are subject to the school district's Drug and Alcohol Testing Program for pre-employment drug testing and subject to random, reasonable suspicion, post-

accident, return-to-duty, and follow-up drug and alcohol testing as outlined in the Drug and Alcohol Testing Program policy, its supporting documents, regulations, and the law.

Employees required to participate in, and who fail to or refuse to successfully participate in, a substance abuse evaluation or recommended substance abuse treatment program will be subject to discipline up to and including termination.

Employees governed by the Drug and Alcohol Testing Program policy are further notified that employees violating this policy, its supporting documents, regulations, or the law will be subject to discipline up to and including termination. As a condition of continued employment, employees violating this policy, its supporting documents, regulations, or the law bear the personal and financial responsibility, as a condition of continued employment, to successfully participate in a substance abuse evaluation and a substance abuse treatment program recommended by the substance abuse professional. Employees required to participate in, and who fail to or refuse to successfully participate in, a substance abuse evaluation or recommended substance abuse treatment program will be subject to discipline up to and including termination.

Adopted: 2/07

Reviewed: 3/11; 12/11; 4/13; 9/14; 8/17

Related Policy (Code#): 403.19; 403.19-E2

IASB Reference: 403.6E1



Drug & Alcohol Program and Pre-Employment Testing Written Consent to Share Information

NEW POLICY
Code 403.19-E3

I, _____, understand that as part of my employment in a position that requires a commercial driver’s license in the Linn-Mar Community School District, I grant consent for the district to conduct queries of the Federal Motor Carrier Safety Administration (FMCSA) Commercial Driver’s License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I further consent to the district sharing information related to my drug and alcohol testing results with prior, current and future employers, as well as the FMCSA Clearinghouse in accordance with state and federal laws.

I understand that the district will check and perform queries of my drug and alcohol testing results prior to my employment in any position which requires the use of a commercial driver’s license. I further understand the district will check and perform queries of my testing results annually and is required to report any drug and alcohol violations of this policy to the FMCSA Clearinghouse.

I understand that I am not required to consent to the query of the FMCSA Clearinghouse of the district sharing of drug and alcohol testing information with past, present or future employers of the FMCSA Clearinghouse; but that without my consent I understand I will be prohibited from performing safety sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations.

I hereby give my consent to the district to perform queries of the FMCSA Clearinghouse and share my drug and alcohol testing results with past, present and future employers, as well as the FMCSA Clearinghouse.

Signature of Employee

Date

Please return this signed form to the Human Resources office (2999 N 10th St, Marion IA 52302).



Staff/Personnel – All Personnel

Policy Title: Social Networking Code 403.35

Electronic social networking sites will be used in accordance with board policies on bullying, harassment, work requirements, and conduct for the purpose of promoting learning and associated communication. ~~Use of social media that violates these policies, is disrespectful, demeaning, or used for purposes other than learning and associated communication will be subject to the prescribed behavioral disciplinary process.~~ All users of the school district's technology resources shall comply with this policy, as well as others impacting the use of school equipment and facilities. Failure to comply may result in disciplinary action, up to and including termination, as well as suspension and/or revocation of technology access privileges.

Electronic social networking includes but is not limited to: YouTube, Twitter, Myspace, Facebook, LinkedIn, blogs, and websites.

Usage of the school district's technology resources is a privilege, not a right, and that use entails responsibility. District-owned technology and district maintained social media and email accounts are the property of the school district. Therefore, users of the school district's network must not expect, nor does the school district guarantee, privacy for email or use of the school district's network including websites visited. The school district reserves the right to access and view any material stored on school district equipment or any material used in conjunction with the school district's network.

For purposes of this policy, any website other than the school district website or school-school district sanctioned websites are considered external websites. All users shall not post confidential or proprietary information, including photographic images, about the district, its employees, students, agents, or others on any external website without consent of the superintendent [or designee]. All users shall adhere to all applicable privacy and confidentiality policies adopted by the school district when on external websites. All users shall not use district logos, images, iconography, etc., on external websites. Employees/volunteers shall not use school district time or property on external sites that are not in direct relation to their job. All users need to realize that the internet is not a closed system and anything posted on an external site may be viewed by others.

The superintendent [or designee] is responsible for administrative regulations on the use of social networking media.

Cross Reference:

- 104 Anti-Bullying/Harassment
- 104-R Administrative Regulations Regarding Anti-Bullying/Harassment
- 403.13 Harassment/Workplace Bullying
- 403.14 Sexual Harassment
- 403.21 Employee Relations, Conduct, and Appearance
- 502.1 Student Conduct

- 502.1-R1 Administrative Regulations Regarding Student Conduct
- 603.12 Technology and Instructional Materials
- 603.12-R1 Administrative Regulations Regarding the Internet
- 603.12-R2 Administrative Regulations Regarding the Internet Appropriate Use
- 603.12-E1 Internet Access Permission Letter
- 603.12-E2 Staff Internet Use Agreement

Adopted: 3/11

Reviewed: 12/11; 4/13

Revised: 9/14; 11/16; 8/17

Legal Reference (Code of Iowa): § 279.8; 282 IAC 25-26

IASB Reference: 401.13



**Policy Title: Administration of Medication to Students
Code 504.31**

The board is committed to the inclusion of all students in the education program and recognizes that some students may be required to take medication during the school day.

Medication will not be administered without written, signed, and dated authorization from the parent/legal guardian requesting medication administration. The medication must be contained in a bottle which is labeled by the pharmacy or the manufacturer with the name of the student, name of the medication, the time of the day in which it is to be given, the dosage, and the duration given. A written record of the administration of medication procedure must be kept for each student receiving medication including the date; student's name; prescriber or person authorizing the administration; the medication and its dosage; the name, signature, and title of the person administering the medication; the time and method of administration; and any unusual circumstances or omissions. Natural remedies and supplements, **including essential oils and CBD**, if needed, must be administered at home not in the school setting. Administration of medication records shall be kept confidential. Protocols for administration of emergency medication shall be posted.

When administration of the medication requires ongoing professional health judgement, an individual health plan shall be developed by an authorized practitioner with the student and the student's parent/legal guardian.

Students who have demonstrated competence in administering their own medications may self-administer their medication. A written, signed, and dated statement by the student's parent/legal guardian shall be on file requesting co-administration of medication when competence has been demonstrated. Students in grades **7-12** ~~6-12~~, with written, signed, and dated authorization from the parent/legal guardian, may bring over-the-counter, non-prescription medications to the health office for administration. **Students in grades 7-12 will be allowed a limited number of standard dose Acetaminophen or Ibuprofen each school year. The standard dose of these two medications will be provided by Linn-Mar Health Services. Acetaminophen and Ibuprofen will be given per board policy at the nurse's discretion. Frequent dosing may require a physician's order and the parent/legal guardian to supply the medication. All other over-the-counter medications for grades 7-12 must be supplied by a parent/legal guardian. The parent/legal guardian must supply any medications that need to be given in liquid/chewable form or different than the standard dose the district supplies.**

By law, students with asthma or other airway constricting diseases or students with a risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written, signed, and dated approval of the student's parent/legal guardian and prescribing licensed health care professional regardless of competency.

Persons administering medication shall include authorized practitioners such as licensed, registered nurses and physicians and persons to whom authorized practitioners have delegated the administration of medication, such as the school nurse or in the nurse's absence the person who has successfully completed an administration of medication course reviewed by State Department of Health. Medication shall be stored in a secured area unless an alternate provision is documented.

In accordance with Iowa law (Code 280.16) and amended by Senate File 462 (SF 462), a student with asthma or other airway-constricting diseases or students with a risk of anaphylaxis who use epinephrine auto-injectors may possess the student's medication while in school and at school-sponsored activities. If the student abuses the self-administration policy, the permission to self-administer may be withdrawn. The school district and its employees acting reasonably and in good faith shall incur no liability of any injury arising from self-administration of medication by the student. The student is responsible for maintaining self-administration records.

The superintendent [or designee] shall be responsible in conjunction with the school nurse to develop rules and regulations governing the administration of medication, prescription and non-prescription, to students. Each student shall be provided with the requirements for administration of medication at school.

Disposal of unused, discontinued/recalled, or expired medication shall be in compliance with federal and state law. Prior to disposal, school personnel shall make a reasonable attempt to return medication by providing written notification that expired, discontinued, or unused medications needs to be picked up. If medication is not picked up by the date specified, disposal shall be in accordance with the disposal procedures for the specific category of medication.

Adopted: 5/91

Reviewed: 4/11; 7/13; 10/14; 5/20

Revised: 4/12; 4/16; 10/17; 4/18

Related Policy (Code#): 504.31-E1-E2; 504.32

Legal Reference (Code of Iowa): 124.101(1); 147.107; 155A.4(2); 152.1; 280.23 (2011); 280.16;
281 IAC 41.404(3); 657 IAC 8.32(124, 155A); 655 IAC 6.2(152)



Medication Permission Form

Code 504.31-E1

To ensure compliance with Linn-Mar policy for administering medication at school, the following procedures must be followed:

- ⊕ **ALL MEDICATION MUST BE DELIVERED TO AND FROM SCHOOL BY THE PARENT/LEGAL GUARDIAN IN THE ORIGINAL AND PROPERLY LABELED CONTAINER.** The container must include the following information: student name, medication, dosage, time, route and physician. Written authorization and instructions must be provided by the parent/legal guardian for all medication. The school nurse shall have the right to contact the prescribing physician to confirm or clarify medication instructions. The time of medication administration may need to be altered slightly to fit your student's schedule.
- ⊕ For preschool through 6th 5th grade students, a physician/dentist signature is required before any non-prescription, over-the-counter medication will be given. This includes Acetaminophen, Ibuprofen, Tylenol, Advil, cough medicines, etc. All medications administered for preschool through 6th grade students must be provided by the parent/legal guardian in their original and properly labeled containers.
- ⊕ High school and middle school students (Grades 7-12 6-12), in accordance with Health Services protocols for common complaints of pain or illness, may have limited, over-the-counter medication with written or PowerSchool eRegistration parental consent.
- ⊕ Students in grades 7-12 will be allowed a limited number of standard dose Acetaminophen or Ibuprofen each school year. The standard dose of these two medications will be provided by Linn-Mar Health Services. Acetaminophen and Ibuprofen will be given per board policy at the nurse's discretion. Frequent dosing may require a physician's order and the parent/legal guardian to supply the medication. All other over-the-counter medications for grades 7-12 must be supplied by the parent/legal guardian. The parent/legal guardian must supply any medications that need to be given in liquid/chewable for or different than the standard dose the district supplies.
- ⊕ All medications administered will be provided by parents. Linn-Mar Health Services will not provide medications.
- ⊕ If any medication remains after the last day of school, it will be discarded within 24 hours per federal and state law.

Student Name _____ Grade _____
 Medication _____ Dosage _____ Time _____
 Start Date _____ End Date _____ For _____ (health condition)
 Parent/Guardian Signature _____ Date _____

Physician signature required for non-prescription medications for students in preschool-6th 5th grades.

Physician Signature: _____ Date _____

CONSENT FOR RELEASE OF INFORMATION: I give permission for the parties named below to exchange written and verbal information with personnel at LMCS D regarding the above-named student. If this medication is for attention or behavior concerns, LMCS D may send behavior checklists to the physician named below. This permission is for one school year.

Specific authorization for release of information protected by state or federal law:

My signature releases all information related to (check appropriate spots):

____ Mental Health/Psychological ____ Substance Abuse ____ Allergies ____ Asthma

Other (Specify) _____

Physician/Facility _____ Phone _____

Parent/Guardian Signature _____ Date _____



Linn-Mar Community School District
Marion Iowa 52302

Code ~~603.12-E2~~ **403.28-E**

Staff Internet Use Agreement

IMPORTANT: Please read before signing.

I have read the expected network etiquette (Policy 603.12-R2) and agree to abide by these provisions.

I understand that violation of these provisions may constitute suspension or revocation of internet privileges.

I agree to be responsible for payment of costs incurred by accessing cost-based data services and/or damage to district devices including repair or replacement as a result of misuse.

Name: _____
(Please Print)

Signature: _____ Date: _____

Please return this form to your direct supervisor.



2020-2021 School Calendar

Approved by School Board 1/27/20

Edited June 1, 2020 (Due to COVID-19)

Start-Finish
August 24th – May 25th

Summary of Calendar
Days in Classroom: 176
Total Student Hours: 1119.84

Q1 =	44
Q2 =	43
Q3 =	46
Q4 =	43

Calendar Legend

	Start/End
	Quarter
	No School
	2-Hour Early Dismissal
	Holidays/Breaks/Comp Days
	Teacher Collaboration Days
	Teacher Workdays
	New Teacher Orientation Days
	Early Childhood Prof Learning
	Professional Learning Days
	High School Conferences

Linn-Mar Days

- 176 School Days
- 5 Teacher Collaboration Days
- 1 Teacher Workday
- 7 Professional Learning Days
- 2 Comp Days (Nov 25 & Feb 15)
- 191 Total

Make Up Days for Cancellations

May 26 thru June 4, 2021

M	T	W	Th	F	Student Days	Teacher Days
August 2020						
3	4	5	6	7	0	0
10	11	12	13	14	0	5
17	18	19	20	21	0	4
24	25	26	27	28	5	5
31					1	1
September 2020						
	1	2	3	4	4	4
7	8	9	10	11	4	4
14	15	16	17	18	5	5
21	22	23	24	25	5	5
28	29	30			3	3
October 2020						
			1	2	2	2
5	6	7	8	9	5	5
12	13	14	15	16	5	5
19	20	21	22	Q	5	5
26	27	28	29	30	4	5
November 2020						
2	3	4	5	6	5	5
9	10	11	12	13	5	5
16	17	18	19	20	5	5
23	24	25	26	27	2	3
30					1	1
December 2020						
	1	2	3	4	4	4
7	8	9	10	11	5	5
14	15	16	17	18	5	5
21	22	23	24	25	2	2
28	29	30	31		0	0
January 2021						
			1		0	0
4	5	6	7	Q	5	5
11	12	13	14	15	4	5
18	19	20	21	22	5	5
25	26	27	28	29	5	5
February 2021						
1	2	3	4	5	5	5
8	9	10	11	12	5	5
15	16	17	18	19	4	5
22	23	24	25	26	5	5
March 2021						
1	2	3	4	5	5	5
8	9	10	11	12	5	5
15	16	17	18	19	0	0
22	23	Q	25	26	5	5
29	30	31			2	3
April 2021						
			1	2	2	2
5	6	7	8	9	5	5
12	13	14	15	16	5	5
19	20	21	22	23	5	5
26	27	28	29	30	5	5
May 2021						
3	4	5	6	7	5	5
10	11	12	13	14	5	5
17	18	19	20	21	5	5
24	25	26	27	28	2	2 ½
31					0	0
June 2021						
	1	2	3	4	0	0
7	8	9	10	11	0	0
14	15	16	17	18	0	0
21	22	23	24	25	0	0

August 2020	
6 & 7	New Teacher Orientation Days
11	Professional Learning Day
12 & 13	Teacher Collaboration Days
14-21	Professional Learning Days
24	First Day of School K-9
25	First Day of School 10-12
September	
7	No School (Labor Day)
14	Early Childhood Professional Learning
24	High School Conferences (4:00-7:30 PM)
October	
5	Early Childhood Professional Learning
15	2-Hour Early Dismissal (Elem/MS/Int Conferences)
20	2-Hour Early Dismissal (Elem/MS/Int Conferences)
23	End of First Quarter
26	No School (Teacher Collaboration Day)
November	
2	Early Childhood Professional Learning
19	High School Conferences (4:00-7:30 PM)
25	No School (Teacher Comp Day)
26-27	No School (Thanksgiving Break)
December	
7	Early Childhood Professional Learning
23-31	No School (Winter Break)
January 2021	
1	No School (Winter Break)
4	Early Childhood Professional Learning
8	End of Second Quarter
11	No School (Teacher Collaboration Day)
February	
1	Early Childhood Professional Learning
11	High School Conferences (4:00-7:30 PM)
15	No School (Teacher Comp Day)
25	2-Hour Early Dismissal (Elem/MS/Int Conferences)
March	
1	Early Childhood Professional Learning
2	2-Hour Early Dismissal (Elem/MS/Int Conferences)
15-19	No School (Spring Break)
24	End of Third Quarter
29	No School (Teacher Collaboration Day)
April	
5	Early Childhood Professional Learning
22	High School Conferences (4:00-7:30 PM)
May	
3	Early Childhood Professional Learning
25	Last Day (2-Hour Early Dismissal)
26	Teacher Workday
30	High School Graduation
31	District Closed (Memorial Day)

The Linn-Mar Complaint Managers:

- Tina March**, Bowman Woods Principal 447-3241 tina.march@linnmar.k12.ia.us
- Val Lawrence**, Bowman Woods Facilitator 447-3208 vlawrence@linnmar.k12.ia.us
- CJ McDonald**, Echo Hill Principal 730-3562 cmcdonald@linnmar.k12.ia.us
- Teresa Garcia**, Echo Hill Facilitator 730-3563 tgarcia@linnmar.k12.ia.us
- Kelly Kretschmar**, Indian Creek Principal 447-3271 kkretschmar@linnmar.k12.ia.us
- Courtney Skoneczka**, Indian Creek Facilitator 447-3312 courtney.skoneczka@linnmar.k12.ia.us
- Lori Manley**, Linn Grove Principal 730-3502 lmanley@linnmar.k12.ia.us
- To Be Determined**, Linn Grove Facilitator 730-3503
- Carol O'Donnell**, Novak Principal 447-3301 codonnell@linnmar.k12.ia.us
- Ryan Phillips**, Novak Facilitator 447-3325 rphillips@linnmar.k12.ia.us
- Ed Rogers**, Westfield Principal 447-3351 erogers@linnmar.k12.ia.us
- To Be Determined**, Westfield Facilitator 447-3360
- Amanda Potter**, Wilkins Principal 447-3381 amanda.potter@linnmar.k12.ia.us
- Lisa Silver**, Wilkins Facilitator 447-3235 lsilver@linnmar.k12.ia.us
- Shannon Bisgard**, Superintendent 447-3001 sbisgard@linnmar.k12.ia.us
- Brian Cruise**, Transportation Manager 447-3030 bcruise@linnmar.k12.ia.us
- Stacy Fish**, Nutrition Services Manager 447-3302 sfish2@linnmar.k12.ia.us
- Jacob Young, Jr. and Tammy Devries**, Elementary Student Assistance Counselors 447-3337

Questions regarding alternative complaint procedures and/or appeals contact:

Linn-Mar Equity Coordinators/Investigators

- Nathan Wear**, Associate Superintendent 447-3028
- Karla Christian**, Chief Human Resources Officer 447-3036
- Leisa Breifelder**, Exec Dir of Student Services 447-3003

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

2020-2021



BULLYING AND HARASSMENT

Student Rights and Responsibilities (PK-4th Grade Students)



Marion, Iowa

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

The Linn-Mar Board of Directors has stated in board policy series 104 and 105, and in policies 403.13-14, that harassment based on such characteristics as age, race, color, sex, religion, or disability will not be tolerated.

What is bullying?

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

Why address bullying in schools?

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

School rules against bullying:

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

Behaviors that will not be tolerated:

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

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

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

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

happened. Keep a copy for yourself. The written documentation should include the following

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

Note: Include a copy of your original communication to your harasser, if it was done in writing. If the behavior is repeated, see a complaint manager if you did not do that initially. Keep documenting the harassment.

Complaint Managers:

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

Shannon Bisgard	Superintendent	LRC
JT Anderson	Chief Financial/Operating Officer	LRC
Jeri Ramos	Exec Director of Technology	LRC
Bob Read	Director of Innovations	LRC
Karla Ries	Dir of Elem Teaching & Learning	LRC
Erica Rausch	Dir of MS Teaching & Learning	LRC
Mark Hutcheson	Dir of HS Teaching & Learning	LRC
Megan Brunscheen	Assoc Dir of Student Services	LRC
Kristi Hicks	Assoc Dir of Student Services	LRC
Michaela O'Connell	Director of Early Childhood	LRC
Stacy Fish	Nutrition Services Manager	LRC
Jeff Gustason	High School Principal	HS
Kim Buelt	High School Associate Principal	HS
Joe Nietert	High School Associate Principal	HS
Steven Goodall	High School Associate Principal	LRC
David Brown	Athletic Director	HS
Tonya Moe	Associate Athletic Director	HS
John Christian	Excelsior Principal	EX
Steven Starkey	Excelsior Associate Principal	EX
Travis Axeen	Oak Ridge Principal	OR
Janelle Miller	Oak Ridge Associate Principal	OR
Dan Ludwig	Boulder Peak Principal	BP
Duane Orr	Boulder Peak Associate Principal	BP
Chad Buchholz	Hazel Point Principal	HP
Sara Hovden	Hazel Point Associate Principal	HP
Tina March	Bowman Woods Principal	BW
CJ McDonald	Echo Hill Principal	EH
Kelly Kretschmar	Indian Creek Principal	IC
Lori Manley	Linn Grove Principal	LG
Carol O'Donnell	Novak Principal	NE
Amanda Potter	Wilkins Principal	WE
Ed Rogers	Westfield Principal	WF
Steve Nelson	Operations & Maintenance Mngr	O&M
Brian Cruise	Transportation Manager	TR

Formal Complaint Procedures:

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

Linn-Mar Equity Coordinators/Investigators:
 Nathan Wear, Associate Superintendent 447-3028
 Karla Christian, Chief Human Resources Officer 447-3036
 Leisa Breitfelder, Exec Dir of Student Services 447-3003

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

Confidentiality:

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

Reprisal and/or Retaliation:

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

Services Available to Students:

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

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Harassment

Student Rights and Responsibilities

(5th – 12th Grade Students)



Marion, IA

(2020-2021)

The purpose of this brochure is to:

- Provide information on the district's policies and procedures regarding harassment.
- Provide examples of behaviors which may constitute harassment.
- Provide information about what to do if you are a victim of harassment.
- *Provide information about consequences for harassment or failure to report harassing behaviors.
*Documentation will exist that students and staff have received this information.

Board Policies:

The Linn-Mar school board policy states that all members of the Linn-Mar Community School District are expected to conduct themselves so as to provide an atmosphere free from harassment. Any person proven to be in violation of this policy, while acting as a member of the school community, will be subject to discipline or discharge. (See policy series 103 and 104 and policies 403.13-14)

Why Policies?

Harassment is illegal under federal law, the Code of Iowa, and Linn-Mar board school board policies. District staff are obligated to maintain a working and learning environment that is free of harassment. In addition, board policies provide that student conduct shall be governed by the educational purpose underlying all school activities, for the widely-shared use of student property, and for the rights and welfare of other students. (See policy series 103 and 104 and policies 403.13-14)

What is Sexual Harassment?

Federal guidelines describe sexual harassment as:

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

- Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working or educational environment.

Behaviors that may Constitute Sexual Harassment:

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

Other Forms of Harassment:

In addition to sexual harassment, Linn-Mar students and staff are also protected from harassing behaviors based on real or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or family status. Harassing acts may be treated as just cause for discipline or discharge. (See policy series 103 and 104 and policies 403.13-14)

Consequences for the Student Harasser*:

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

- Verbal warning/reprimand

- Written warning/reprimand (entered into student's discipline file)
- Internal or external suspension
- Expulsion
- Referral to law enforcement agencies for appropriate action

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

Responding to a Complaint:

Any person who believes that they have been a victim of harassment by a student or employee of the district shall report the conduct immediately to a complaint manager, unless the informal resolution process is being used.

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

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

An investigation shall begin immediately, unless the informal resolution process is in place. The investigation may consist of personal interviews with the alleged victim(s), the alleged harasser(s), and others who may have knowledge of the incidents or circumstances that led to the complaint. The investigation may also consist of other methods and documents specified by the investigator. Within 10 working/instructional days, the complaint manager shall provide a written report to the alleged victim or parent/guardian, the alleged harasser or parent/guardian, and the superintendent. (See policy series 103 and 104 and policies 403.13-14)

Informal Resolution of a Complaint:

- Communicate to the harasser what you are feeling and that you expect the behavior to stop. You may do this verbally or in writing. If you do it in writing, make two copies. Ask a parent/guardian, or other trusted adult, to be your witness when you give one copy to the harasser.
- If the behavior is repeated, go to a person in authority. Give the person in authority written documentation of what



Inspire Learning.
Unlock Potential.
Empower Achievement.

School Board Work Session Minutes
May 18, 2020

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Directors work session was called to order at 5:11 PM via ZOOM online conference. Roll was taken to determine a quorum. Present: Buchholz, Isenberg, Lausen, Morey, Nelson, Wall, and Weaver. Administration present: Bisgard.

200: Adoption of the Agenda *Motion 182-05-18*

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

300: Work Session

301: Enter into Closed Session *Motion 183-05-18*

MOTION by Morey to move into closed session at 5:11 PM per Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose performance is being considered. Second by Wall. Roll call vote, all ayes. Motion carried.

302: Return to Open Session *Motion 184-05-18*

MOTION by Buchholz to return to open session at 6:18 PM. Second by Morey. Roll call vote, all ayes. Motion carried.

400: Adjournment *Motion 185-05-18*

MOTION by Wall to adjourn the work session at 6:18 PM. Second by Lausen. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary/Treasurer

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Directors regular meeting was called to order at 7:00 PM via ZOOM online conference. Roll was taken to determine a quorum. Present: Buchholz, Isenberg, Lausen, Morey, Nelson, Wall, and Weaver. Administration present: Bisgard, Anderson, Wear, K. Christian, Breifelder.

200: Adoption of the Agenda *Motion 186-05-18*

MOTION by Weaver to adopt the agenda with the walk-in exhibit. Second by Lausen. Voice vote, all ayes. Motion carried.

300: Audience Communications: No communications received.

400: Informational Reports

401: Policy Committee – Refer to Exhibit 502.1

Board members reported that the 100 policy series and the second half of the 400 policy series were reviewed during the May 13th Policy Committee meeting. Recommendations are being presented for first reading with the caveat that the 100 policy series may undergo additional changes once the recent Title IX guidance has been reviewed.

402: Finance/Audit Committee – Refer to Cabinet Update – Exhibit 404.1

Board members reported that during the May 14th Finance/Audit Committee meeting the discussion focused on the intermediate building projects and finances, along with 2020-21 financial projections.

403: Return to Learn Plan

Superintendent Bisgard shared that the district is in the process of developing the state-required Return to Learn Plan (RLP) for 2020-21 that includes three scenarios. The first scenario is required and covers the plan for the continuation of virtual learning. The second and third scenarios are not required, but will be a part of the district's plan. The second scenario will detail a return to traditional learning and the third scenario will be a hybrid plan that details a combination of virtual learning and traditional learning. The State is requiring all districts to submit their RLP by July 1st, but will allow changes after the plans are submitted.

404: Cabinet Update – Exhibit 404.1

Superintendent Bisgard shared that the district is excited to offer graduating seniors in-person commencement ceremonies on May 21-24; with social distancing guidelines being followed. Bisgard was also excited to share that the Success Center honored its graduates on May 15th with a parade celebration that was enjoyed by all who participated. Bisgard reported that the construction projects at Bowman Woods, Indian Creek, and Wilkins have begun earlier than expected due to the district closure. Bisgard also shared congratulations with Novak, Bowman Woods, and Indian Creek for achieving their Level 1 certification in High Reliability Schools.

500: New Business

501: Student Fee Schedule for 2020-21 – Exhibit 501.1 *Motion 187-05-18*

MOTION by Lausen to approve the 2020-21 student fee schedule, as presented. Second by Morey. Voice vote, all ayes. Motion carried.

502: First Reading of Policy Recommendations – Exhibit 502.1 *Motion 188-05-18*

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

503: Open Enrollment Requests *Motion 189-05-18*

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

Approved IN for 2020-21

Name	Grade	Resident District	Reason
Baley, Madelynne	10 th	Marion Independent	Good cause
Glover, Beckham	K	Marion Independent	On time
Howell, Kayleigh	10 th	Marion Independent	Good cause
McCoy, Adriel	9 th	Marion Independent	Good cause
McCoy, Aonica	7 th	Marion Independent	Good cause
McCoy, Channing	K	Cedar Rapids CSD	On time
Thompson, Leah	K	Marion Independent	On time

Denied OUT for 2020-21

Name	Grade	Requested District	Reason
Moes, Elizabeth	12 th	Clayton Ridge	No good cause
Presler, Lauren	10 th	Marion Independent	No good cause

504: LMEA Agreement – Walk-In Exhibit *Motion 190-05-18*

MOTION by Morey to approve the Linn-Mar Education Association (LMEA) agreement for 2020-21 at a total package increase of 2.02%. Second by Isenberg. Voice vote, all ayes. Motion carried.

600: Consent Agenda *Motion 191-05-18*

MOTION by Wall to approve the consent agenda, as presented. Second by Lausen. Voice vote, all ayes. Board members congratulated the three retirees. Motion carried.

601: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Barry, Debra	From BP 6 th Gr to WF 4 th Gr Teacher	8/17/20	Same
Goodall, Donna	EX: From Math/SS to Student Support Services Teacher	8/17/20	Same
Hovden, Sara	From EH Instructional Coach to HP Associate Principal	7/1/20	\$80,000/year
Rachel, Skylah	OR: Orchestra Teacher	8/10/20	BA, Step 2
Recker, Dixie	WE: Student Support Services Teacher	8/10/20	BA+24, Step 15
Robertson, Laura	From LG 4 th Gr to EH 3 rd Gr Teacher	8/17/20	Same
Steward, Shalyn	WF: Media Specialist	8/20/20	BA+12, Step 6

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Burmeister, Emily	EX: 7 th Gr Reading Teacher	6/4/20	Other employment
Gerdes, Chad	OR: Social Studies Teacher	6/4/20	Personal
Kruckenber, Mindy	HS/OR: Spanish Teacher	6/4/20	Other employment

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Cannon, Kristin	OR: Student Assistance Counselor	8/1/20	\$49,000/year

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Blakely, Dierra	OR: Student Support Associate	6/3/20	Personal
Cibula, Randy	TR: Bus Driver	6/3/20	Retirement
Cook, Kalyn	EX: Educational Assistant	6/3/20	Retirement
Foster, Molly	OR: Student Support Associate	6/3/20	Personal
Keating, Shawn	LRC: Accounting Assistant/Total Access	5/10/20	Personal
Mansker, Ralph	NE: Custodian	5/8/20	Personal
Roshar, Brenda	WF: Student Support Associate	6/3/20	Retirement

Co/Extra-Curricular Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Tschantz, Steve	HS: Girls' Head Varsity Bowling Coach	5/5/20	\$3,255

Co/Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Schuring, Drake	HS: Boys' Head 9 th Gr Basketball Coach	5/13/20	Other employment

602: Approval of May 4th Minutes – Exhibit 602.1

603: Approval of Bills – Exhibit 603.1

604: Approval of Contracts – Exhibits 604.1-8

1. Agreement of service with Timberline Billing Service, LLC, regarding Medicaid reimbursement
2. Change order #001 with DC Taylor regarding the Bowman Woods roof improvement project
3. Change order #010 with Larson Construction regarding Boulder Peak Intermediate School
4. Change order #007 with Knutson Construction regarding Hazel Point Intermediate School
5. Agreement with Luther College for 2020-21 clinical field experience program
6. Agreement with McGraw-Hill Education for Wonders Pilot K-2 ELA Resources at Linn Grove
7. Agreement with Zaner-Bloser for Superkids Reading Program at Indian Creek
8. Agreement with Marion Water Department for purchase of fiber optics
9. Interagency agreements for Special Education with Career Connections (1), Cedar Rapids CSD (1), Davenport CSD (1), Marion Independent (2), and Waterloo CSD (1). *For student confidentiality, exhibits are not provided.*

700: Board Calendar and Communications

701: Board Communications & Calendar

Morey congratulated Sheryl Cline, LMHS Counselor, for being named the 2020 School Counselor of the Year by the Iowa Association for College Admission Counseling.

Date	Time	Event	Location
May 20	4:00 PM	SIAC Committee	Virtual Meeting
May 21	9:00 AM	HS Commencement Day #1	LMHS Auditorium
May 21	5:30 PM	Marion City Council	Virtual Meeting
May 22	9:00 AM	HS Commencement Day #2	LMHS Auditorium
May 23	9:00 AM	HS Commencement Day #3	LMHS Auditorium
May 24	10:00 AM	HS Commencement Day #4	LMHS Auditorium
Date	Time	Event	Location
June 4	7:30 AM	Finance/Audit Committee	TBD
June 4	5:30 PM	Marion City Council	City Hall
June 8	5:00 PM	Board Work Session	Hazel Point & Boulder Peak Tours
	7:00 PM	Board Regular Meeting	TBD
June 18	5:30 PM	Marion City Council	City Hall
Date	Time	Event	Location
July 9	5:30 PM	Marion City Council	City Hall
July 13	5:00 PM	Board Regular Meeting Only	TBD
July 23	5:30 PM	Marion City Council	City Hall

800: Adjournment Motion 192-05-18

MOTION by Buchholz to adjourn the regular meeting at 7:26 PM. Second by Wall. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary/Treasurer

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 05/15/2020 - 06/04/2020

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
BMO MASTERCARD	GENERAL SUPPLIES	\$870.99
DOWLING CATHOLIC SCHOOL	MISC REVENUE	\$130.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,147.37
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$84.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$359.17
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$84.00
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$359.17
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$604.84
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$463.15
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$695.11
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$10.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$20.40
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$642.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$39.74
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$220.01
	Fund Total:	\$8,732.95
Fund: CAPITAL PROJECTS GO BONDS		
LARSON CONSTRUCTION COMPANY, INC	CONSTRUCTION SERV	\$2,076,055.25
RATHJE CONST	CONSTRUCTION SERV	\$404,040.89
TEAM SERVICES, INC	OTHER PROFESSIONAL	\$4,878.88
	Fund Total:	\$2,484,975.02
Fund: DEBT SERVICE		
BERENS-TATE CONSULTING GROUP	OTHER PROFESSIONAL	\$2,250.00
FARMERS STATE BANK	INTEREST	\$67,128.75
FARMERS STATE BANK	PRINCIPAL REDEMPTION	\$1,085,000.00
UMB BANK, N.A.	INTEREST	\$14,295.00
UMB BANK, N.A.	OTHER PROFESSIONAL	\$600.00
UMB BANK, N.A.	PRINCIPAL REDEMPTION	\$800,000.00
	Fund Total:	\$1,969,273.75
Fund: GENERAL		
ADCRAFT PRINTING COMPANY	GENERAL SUPPLIES	\$899.00
ALLIANT ENERGY	ELECTRICITY	\$58,513.65
AMERICAN PRINTING HOUSE FOR THE BLIND	INSTRUCTIONAL SUPPLIES	\$10.00
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$789.45
ARNOLD MOTOR SUPPLY	MAINTENANCE SUPPLIES	\$49.99
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$5.99
ASIFLEX	OTHER PROFESSIONAL	\$780.00
BALANCE AUTISM	TUITION IN STATE	\$4,810.00
BAUER BUILT	TIRES AND TUBES	(\$50.00)
BAUER BUILT	VEHICLE REPAIR	\$149.20
BMO MASTERCARD	COMP/TECH HARDWARE	\$372.40
BMO MASTERCARD	COMPUTER SOFTWARE	\$16.04

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 05/15/2020 - 06/04/2020

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
BMO MASTERCARD	COVID CLEANING PRODUCTS	\$142.82
BMO MASTERCARD	DUES AND FEES	\$19.95
BMO MASTERCARD	GARBAGE COLLECTION	\$5,097.47
BMO MASTERCARD	GENERAL SUPPLIES	\$1,901.24
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$8,671.83
BMO MASTERCARD	INTERNET- COVID RELATED	\$780.00
BMO MASTERCARD	OTHER PROFESSIONAL	(\$101.16)
BMO MASTERCARD	POSTAGE/UPS	\$13.18
BMO MASTERCARD	PROF SERV: EDUCATION	\$2,400.00
BMO MASTERCARD	STAFF WORKSH/CONF	(\$619.01)
BMO MASTERCARD	TRAVEL	(\$1,578.26)
BOYLE ALLISON	TRAVEL	\$13.10
C.J. COOPER & ASSOCIATES	PHYSICALS	\$180.00
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$401.38
CEDAR RAPIDS COMM. SCHOOL/RW	PROF SERV: EDUCATION	\$6,162.84
CENTRAL PETROLEUM EQUIPMENT CO	OTHER TECH SER	\$850.00
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$61.62
CENTURYLINK	TELEPHONE	\$2,331.93
CITY OF ROBINS	WATER/SEWER	\$683.50
COLLECTION	EE LIAB-GARNISHMENTS	\$3,951.61
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$10.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$2,120.00
CRESCENT ELECTRIC	ELECTRICAL SUPPLY	\$415.46
CRESCENT PARTS & EQUIPMENT CO., INC	MAINTENANCE SUPPLIES	\$244.97
DORIAN BUSINESS SYSTEMS, INC	INSTRUCTIONAL SUPPLIES	\$349.00
DRY CLEANING PLUS	INSTRUCTIONAL SUPPLIES	\$2,059.75
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,941,054.30
FOLLETT SCHOOL SOLUTIONS, INC	INSTRUCTIONAL SUPPLIES	\$357.18
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$707.70
FOLLETT SCHOOL SOLUTIONS, INC	MISC REVENUE	\$497.34
GASWAY CO, J P	GENERAL SUPPLIES	\$1,112.63
GRAINGER	MAINTENANCE SUPPLIES	\$585.77
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$9,513.54
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$240.00
HERFF JONES	GENERAL SUPPLIES	\$9,446.76
HERFF JONES	INSTRUCTIONAL SUPPLIES	\$648.74
HOGLUND BUS CO. INC	TRANSP. PARTS	\$995.60
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$60,310.05
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$257,878.12
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$60,310.05
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$257,878.12
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$373,287.51
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$42.65
IOWA BANDMASTERS ASSOC.	INSTRUCTIONAL SUPPLIES	\$172.85

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 05/15/2020 - 06/04/2020

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$309,857.36
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$465,032.81
IOWA SHARES	EE LIAB-CHARITY	\$28.00
JOHNSTONE SUPPLY	REPAIR PARTS	\$353.32
JORDAN HEATHER	GENERAL SUPPLIES	\$50.00
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$5,216.00
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$100.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$21,798.40
LETTER PERFECT	GENERAL SUPPLIES	\$19.98
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$96.76
LIGHTSPEED TECHNOLOGIES, INC	INSTRUCTIONAL SUPPLIES	\$13,856.00
LINN CO-OP OIL	GASOLINE	\$13,512.52
LINN COUNTY REC	ELECTRICITY	\$13,123.90
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$293.83
LYNCH FORD	TRANSP. PARTS	\$233.13
LYNCH FORD	VEHICLE REPAIR	\$277.07
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,356.75
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12,863.13
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$180.00)
MARCO TECHNOLOGIES, LLC	Copies	\$917.17
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$815.80
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$141.52
MARION JANITORIAL SUPPLY CO	SHOP TOOLS/EQUIPMENT	\$380.18
MARION WATER DEPT	WATER/SEWER	\$2,613.86
MARZANO RESOURCES LLC	PROF SERV: EDUCATION	\$11,600.00
MEDIACOM	INTERNET- COVID RELATED	\$228.95
MEDIACOM	TELEPHONE	\$236.90
MENARDS -13127	GENERAL SUPPLIES	\$242.26
MERCY EAP SERVICES	PROF SERV: EDUCATION	\$225.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$82.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$38,034.07
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$486,392.74
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$2,832.89
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$27,840.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$21,248.63
MID AMERICAN ENERGY	NATURAL GAS	\$1,406.12
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$9,658.28
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR/MAINT SERVICE	\$670.92
MIDWEST WHEEL	TRANSP. PARTS	\$72.99
NESLSON AND PADE INC	EQUIPMENT >\$1999	\$5,904.90
OFFICE EXPRESS	GENERAL SUPPLIES	\$136.55
ORKIN PEST CONTROL	Pest Control	\$595.00
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PERFECTION LEARNING CORPORATION	LIBRARY BOOKS	\$279.12
PERFORMANCE HEALTH & FITNESS, LLC	INSTRUCTIONAL SUPPLIES	\$500.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 05/15/2020 - 06/04/2020

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$59.92
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$77.15
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,432.38
QUINN STORAGE	FACILITY RENTAL	\$170.00
RAPIDS REPRODUCTIONS INC	GENERAL SUPPLIES	\$4,800.00
RAPIDS REPRODUCTIONS INC	INSTRUCTIONAL SUPPLIES	\$600.00
REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	\$105.85
REAMS SPRINKLER SUPPLY	REPAIR PARTS	\$310.66
RIVERSIDE TECHNOLOGIES, INC	COMP/TECH HARDWARE	\$7,740.52
RIVERSIDE TECHNOLOGIES, INC	COMPUTER SOFTWARE	\$5,997.60
ROCK VALLEY PHYSICAL THERAPY CENTER	PROF SERV: EDUCATION	\$15,000.00
ROOTS IN BLOOM	GENERAL SUPPLIES	\$100.00
RSP & ASSOCIATES, LLC	OTHER PROFESSIONAL	\$15,000.00
SCHIMBERG	MAINTENANCE SUPPLIES	\$14.56
SCHOOL BUS SALES	VEHICLE REPAIR	\$871.81
SCHULT BARBARA	TRAVEL	\$40.54
SPOELSTRA AMY	TRAVEL	\$1.72
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$6,865.70
SYNOVIA SOLUTIONS, LLC	COMPUTER SOFTWARE	\$288.35
THE PAPER CORPORATION	GENERAL SUPPLIES	\$439.60
THE SHREDDER	OTHER PROFESSIONAL	\$202.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$178,401.66
U.S. CELLULAR	TELEPHONE	\$195.80
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$382.01
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$945.10
VAN METER CO	ELECTRICAL SUPPLY	\$1,923.52
VERIZON WIRELESS	INTERNET- COVID RELATED	\$1,008.65
VERIZON WIRELESS	TELEPHONE	\$420.16
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$63,074.05
WEBSTER-MOORE, JORDAN	INSTRUCTIONAL SUPPLIES	\$1,100.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$60.70
WILLIAMS KATHERINE	INSTRUCTIONAL SUPPLIES	\$40.00
WOODWARD COMMUNITY MEDIA	ADVERTISING	\$169.25

Fund Total: \$5,865,465.92

Fund: LOCAL OPT SALES TAX

SHIVE-HATTERY INC.	ARCHITECT	\$8,444.38
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Fund Total: \$8,444.38

Fund: NUTRITION SERVICES

BMO MASTERCARD	GENERAL SUPPLIES	\$944.22
COLLECTION	EE LIAB-GARNISHMENTS	\$218.40
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$56,155.39
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,077.34
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,606.62
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,077.34
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,606.62

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 05/15/2020 - 06/04/2020

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$4,437.41
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$8,980.05
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$13,477.08
KECK FOODS	PURCHASE FOOD	\$10,346.66
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$137.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$192.72
MARCO TECHNOLOGIES, LLC	Copies	\$4.01
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$327.60
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$13,774.02
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$1,079.45
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$791.08
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$287.00
REINHART INSTITUTIONAL FOODS INC	GENERAL SUPPLIES	\$1,388.18
REINHART INSTITUTIONAL FOODS INC	PURCHASE FOOD	\$17,067.92
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$75.50
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,302.49
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$620.00
Fund Total:		\$143,974.60
Fund: PHY PLANT & EQ LEVY		
AUTOMATIC DOOR GROUP INC	CONSTRUCTION SERV	\$2,242.12
CARROLL CONSTRUCTION SUPPLY	BLDG. CONST SUPPLIES	\$357.50
CROELL REDI-MIX INC	BLDG. CONST SUPPLIES	\$5,883.00
CUMMINS CENTRAL POWER LLC	CONSTRUCTION SERV	\$1,489.95
DRYSpace INC	CONSTRUCTION SERV	\$410.12
HANDLEY DIRT WORK PLUS LLC	BLDG. CONST SUPPLIES	\$1,160.00
HANDLEY DIRT WORK PLUS LLC	CONSTRUCTION SERV	\$12,371.95
INNOVATIVE MODULAR SOLUTIONS, INC.	OTHER PURCH PROP SER	\$3,354.00
PLUMBERS SUPPLY COMPANY	BLDG. CONST SUPPLIES	\$622.24
SCHOOL BUS SALES	EQUIPMENT >\$1999	\$7,741.39
SHIVE-HATTERY INC.	ARCHITECT	\$15,956.61
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$2,307.85
TRANSFINDER CORPORATION	COMPUTER SOFTWARE	\$3,700.00
WENDLING QUARRIES	BLDG. CONST SUPPLIES	\$515.29
Fund Total:		\$58,112.02
Fund: PUB ED & REC LEVY		
BRYAN ROCK PRODUCTS	GROUNDS UPKEEP	\$1,480.46
BUSH TURF INC	GROUNDS UPKEEP	\$9,485.53
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,664.18
HALL & HALL ENGINEERS INC	ARCHITECT	\$1,226.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$32.41
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$138.61
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$32.41
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$138.61
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$172.69
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$163.69

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 05/15/2020 - 06/04/2020

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$245.67
L.L. PELLING CO	CONSTRUCTION SERV	\$48,168.87
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$7.00
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$437.16
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$81.61
Fund Total:		\$63,477.40
Fund: SALES TAX REVENUE BOND CAP PROJECT		
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$25,165.95
D.C. TAYLOR CO.	CONSTRUCTION SERV	\$252,837.75
FORMAN FORD GLASS	CONSTRUCTION SERV	\$16,405.00
GRAINGER	FURNITURE & FIXTURES	\$1,812.04
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$6,926.80
Fund Total:		\$303,147.54
Fund: STUDENT ACTIVITY		
BLIEK KARI	INSTRUCTIONAL SUPPLIES	\$65.00
BMO MASTERCARD	DUES AND FEES	\$40.00
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$7,722.96
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$1,727.00
BUDGET CAR RENTAL	TRAVEL	\$271.92
CAGNARD ATIQUA	INSTRUCTIONAL SUPPLIES	\$25.00
CAST OF THOUSANDS PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$120.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$1,657.63
DAI ROSE	INSTRUCTIONAL SUPPLIES	\$25.00
DECKER SHELLY	INSTRUCTIONAL SUPPLIES	\$100.00
DEWULF KIMBERLY	INSTRUCTIONAL SUPPLIES	\$25.00
DICK POND ATHLETICS INC	INSTRUCTIONAL SUPPLIES	\$1,575.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,238.75
FOSTER HAYLEY	INSTRUCTIONAL SUPPLIES	\$100.00
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$3,853.00
HERFF JONES	INSTRUCTIONAL SUPPLIES	\$560.00
HIMANSHU BHUSHAN	INSTRUCTIONAL SUPPLIES	\$25.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$58.65
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$250.72
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$58.65
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$250.72
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$367.84
IOWA HIGH SCHOOL SPEECH ASSOC	INSTRUCTIONAL SUPPLIES	\$35.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$169.76
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$254.79
KELSEY SLAY	INSTRUCTIONAL SUPPLIES	\$35.00
KLINKENBERG AMANDA	INSTRUCTIONAL SUPPLIES	\$100.00
KRIGBAUM AMY	INSTRUCTIONAL SUPPLIES	\$200.00
KURTH MARIANNE	INSTRUCTIONAL SUPPLIES	\$100.00
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$30.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 05/15/2020 - 06/04/2020

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
MEIDLINGER KATIE	INSTRUCTIONAL SUPPLIES	\$185.00
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$45.64
MORRISSEY BETH	INSTRUCTIONAL SUPPLIES	\$100.00
RAMU ANU	INSTRUCTIONAL SUPPLIES	\$25.00
RICHERT MELANIE	INSTRUCTIONAL SUPPLIES	\$200.00
RIDDELL ALL-AMERICAN	STUDENT FEES	\$3,505.13
SARATHY SUJATHA	INSTRUCTIONAL SUPPLIES	\$25.00
SCHLESINGER DAWN	INSTRUCTIONAL SUPPLIES	\$50.00
SPORTSENGINE c/o TRACKWRESTLING	INSTRUCTIONAL SUPPLIES	\$50.00
STRIMPLE ELIZABETH	INSTRUCTIONAL SUPPLIES	\$50.00
SUMCAD REBECCA	INSTRUCTIONAL SUPPLIES	\$200.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$113.44
Fund Total:		\$27,591.60
Fund: STUDENT STORE		
BMO MASTERCARD	GENERAL SUPPLIES	(\$323.53)
CHAMPION CUSTOM PRODUCTS	GENERAL SUPPLIES	\$3,570.14
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$261.00
DOME HATS, LLC	GENERAL SUPPLIES	\$1,095.89
LATUSICK BRIAN	MISC REVENUE	\$40.00
Fund Total:		\$4,643.50
Grand Total:		\$10,937,838.68

End of Report



CHANGE ORDER NO. 2

PROJECT: 35th Avenue and Learning Lane PCC Paving

DATE: June 1, 2020

CONTRACTOR: RATHJE CONSTRUCTION COMPANY
MARION, IOWA

**ORIGINAL
CONTRACT AMOUNT:** \$894,640.05

FINAL COMPLETION: August 2020 (All work)

COR 5: \$4,500.00

COR 6: \$63,933.25

Total of Change Order No. 2: \$68,433.25

Original Contract Amount	\$894,640.05
<u>Increase C.O. #1</u>	<u>\$16,525.00</u>
<u>Increase C.O. #2</u>	<u>\$68,433.25</u>
Revised Contract Amount:	\$979,598.30

Rathje Construction Company

By: Mary A Rathje

Title: Secretary

Date: 6-1-2020

Hall & Hall Engineers, Inc.

By: Brent W. Gaskman

Title: Project Manager

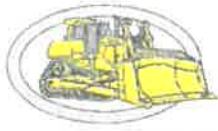
Date: 6-1-2020

Linn Mar Community School District

By: _____

Title: _____

Date: _____



RATHJE CONSTRUCTION CO.

305 44th Street • P.O. Box 408 • Marion, IA 52302
Office (319)377-3179 • Fax (319)377-3827

Date: May 23, 2020

To: Brent Jackman
Hall & Hall Engineers

Project: LinnMar Intermediate School Street Package
Marion, IA

Re: COR 6: 35th Ave core out, additional subgrade stone and geogrid

Rathje #: 7106

Brent

Per our discussion

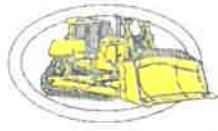
Description	Qty	Unit	Unit Price	Markup	Unit Price w/ Markup	Total
Core out and place additional 6" stone (788 cy @ \$65.00 cy)	1	LS	\$ 51,220.00		\$	51,220.00
Use belt placer to place concrete on unstable subgrade	1	LS	\$7,500.00		\$7,500.00	\$ 7,500.00
6 Additional Geogrid Quantity over base bid (4728 sy - 1749 sy)	2979	SY	\$1.75	0%	\$1.75	\$ 5,213.25
Total COR Cost:						\$ 63,933.25

Please call if you have any questions

Respectfully,


Jon Rathje

*YES ✓ OK - COSTS PREVIOUSLY
APPROVED*



RATHJE CONSTRUCTION CO.

305 44th Street • P.O. Box 408 • Marion, IA 52302
Office (319)377-3179 • Fax (319)377-3827

Date: April 13, 2020

To: Brent Jackman
Hall & Hall Engineers

Project: LinnMar Intermediate School Street Package
Marion, IA

Re: COR 5: Imported Granular Material

Rathje #: 7106

Brent

The excavated material for the sewer crossing was unsuitable for trench backfill
Rathje furnished imported granular material

Description	Qty	Unit	Unit Price	Markup	Unit Price w/ Markup	Total
Imported Granular Material	100	CY	\$45 00	0%	\$45 00	\$ 4,500.00
Total COR Cost:						\$ 4,500.00

Please call if you have any questions

Respectfully,


Jon Rathje

4-13-20

✓ YES, OK - BACKFILL REQ'D
BY CITY DUE TO SAND
SOILS.

! ROCK BACKFILL FOR
SANITARY SEWER CROSSING!

- PRICE IS REASONABLE


AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
18245000 Linn-Mar CSD
3920 35th Avenue
Marion, IA 52302

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 30, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 011
Date: June 2, 2020

OWNER: *(Name and address)*
Linn-Mar Community School District
3555 - 10th Street
Marion, IA 52302

ARCHITECT: *(Name and address)*
OPN Architects
200 Fifth Ave. SE, Suite 201
Cedar Rapids, IA 52401

CONTRACTOR: *(Name and address)*
Larson Construction
600 - 17th Street, P.O. Box 112
Independence, IA 50644

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CR 58	RFI-174	CMU Elevation Clarification	\$ 713.48
CR 70	ITC-063	Light Fixture LG Revisions	\$ 489.39
CR 73	ITC-061	A/V Monitors	(\$ 186,663.59)
CR 74	None	OverEx Location 3	\$ 11,314.79
CR 75	ITC-066	Speaker S-A Power Connection	\$ 15,994.18
CR 76	None	Compost Credit	(\$ 10,072.74)
TOTAL			(\$ 168,224.49)

The original Contract Sum was	\$ 28,449,000.00
The net change by previously authorized Change Orders	\$ 182,810.46
The Contract Sum prior to this Change Order was	\$ 28,631,810.46
The Contract Sum will be decreased by this Change Order in the amount of	\$ 168,224.49
The new Contract Sum including this Change Order will be	\$ 28,463,585.97

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects
ARCHITECT *(Firm name)*

SIGNATURE

Kelly Slota
PRINTED NAME AND TITLE

DATE

Larson Construction
CONTRACTOR *(Firm name)*

SIGNATURE

Doug Larson
PRINTED NAME AND TITLE

DATE

Linn-Mar Community School District
OWNER *(Firm name)*

SIGNATURE

Sondra Nelson, Board President
PRINTED NAME AND TITLE

DATE


AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
18245000 Linn-Mar CSD
453 Echo Hill Road
Marion, IA 52302

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 21, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 008
Date: June 2, 2020

OWNER: *(Name and address)*
Linn-Mar Community School District
355 - 10th Street
Marion, IA 52302

ARCHITECT: *(Name and address)*
OPN Architects
200 Fifth Ave. SE, Suite 201
Cedar Rapids, IA 52401

CONTRACTOR: *(Name and address)*
Knutson Construction
2351 Scott Boulevard SE
Iowa City, IA 52240

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CR 50.1	RFI-089	S106 Grid M Between 4-5 Block	\$ 1,341.00
CR 64	ITC-062	Omit Roof Ladder	(\$ 1,368.00)
CR 65	ITC-063	Gym Light Fixture Revisions	\$ 2,287.00
CR 66	ITC-066	Light Fixture Type LG Revisions	\$ 217.00
CR 68	ITC-068	Concrete Bench Handrail	\$ 1,169.00
CR 69	ITC-064	A/V Monitors	(\$ 179,320.00)
CR 73	ITC-069	Speaker S-A Connection	\$ 15,205.00
CR 74	ITC-025	Safe Room Piping Penetrations	\$ 2,239.00
		TOTAL	(\$ 158,230.00)

The original Contract Sum was	\$ 28,159,000.00
The net change by previously authorized Change Orders	\$ 207,594.00
The Contract Sum prior to this Change Order was	\$ 28,366,594.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 158,230.00
The new Contract Sum including this Change Order will be	\$ 28,208,364.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects

ARCHITECT *(Firm name)*

Knutson Construction

CONTRACTOR *(Firm name)*

Linn-Mar Community School District

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Kelly Slota

PRINTED NAME AND TITLE

Darin Foreman

PRINTED NAME AND TITLE

Sondra Nelson, Board President

PRINTED NAME AND TITLE

DATE

DATE

DATE



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

May 12, 2020

Shannon Bisgard, Superintendent
Linn Mar Community Schools
2999 N. Tenth Street
Marion, IA 52302

RE: Fee Proposal – District Facility Needs

Shannon:

Thank you for the opportunity to present our fee proposal for professional design services to assess the District's Facilities Needs and review of the 10-year capital plan. This is an important exercise due to the complexity of detailed evaluations of existing facilities and aligning the needs of the district. Understanding needed "next-steps" for renovations or new construction that can be understood and supported by the community requires deep interaction and communication. Fully understanding the impact of work required and providing defined costs for consideration by the District prior to moving forward for approval is a major undertaking for all involved.

Based upon our understanding of work required, we have developed our Scope of Work, Design Team, Schedule, and Fees as outlined below.

Scope of Work:

Evaluation of District Facility Needs – 10-Year Capital Plan. Work includes:

- a. Assist in assembling a district Facilities Advisory Committee to engage and drive the process forward to achieve consensus for future planning.
- b. Assessment of existing or potential new facilities to be considered for location, physical spaces and academic uses, with initial priorities including:
 - i. Existing High School – Determine Efficiency of Use for intended programs
 - ii. Existing Learning Resource Center – conversion of use for High School programs
 - iii. Auditorium – consider locations and design options for a potential new facility.
 - iv. Athletic/Recreation Facility – consider locations and design options for a potential new facility.
 - v. Elementary – potential and timing for a new, stand-alone facility.
 - vi. Administration Facility – potential and timing for new or renovated facility.
- c. Additional design considerations will be given to
 - i. Middle School – potential and timing for a new facility.
 - ii. Tennis Court locations.
 - iii. Use of former softball fields northwest of stadium.
 - iv. Use of Armstrong Field
 - ii. Review of past General Assessment of Existing Facilities.
 - iii. Creating district surveys to gather input from a wide cross-section of the community to understand needs.
 - iv. Evaluate Funding Options based on project timing and or phasing.
 - v. Evaluate design options for future projects on available property either currently owned by or to be acquired by the district.

Confirm district provided demographics, enrollment, school capacity, and utilization methodology: Work includes:

- a. Understanding the impact of current and future projected student population and associated performance of educational facilities.
 - b. Validate or create a Facility Use plan that reinforces needs to repurpose existing spaces or justify the need to construct new spaces.
- c. **Provide leadership in the design of Education facilities:** Work includes:
- a. Defining Key design drivers in the creation of learning spaces that enhance both student and instructor learning experience.
 - b. Utilization of current and future technology practices in the learning environment.
 - c. Applicable approaches to Sustainability in building design, systems, site amenities, materials, to enhance the ability to provide lower costs in operations and maintenance.
- d. **Identify Key Projects:** Work includes:
- a. Complete evaluations of all potential work that address the needs of the District, and determine the best approach in scope of projects, timeline, costs, phasing and long-term impact for education and ongoing budget management.
- e. **Conceptual Planning and Narratives:** Work includes:
- a. Initially explore multiple options to validate planning process and approach to district needs. This work will reflect user input and establish a clear path forward for future design refinement and cost estimating to be supported for a bond vote.
- f. **Assist and Support district's Facilities Advisory Committee:** Work includes:
- a. Leading the planning and conceptual design process, related graphics, cost estimate evaluations, overall project schedules, priority matrix, phasing approach, and implementation plan.
- g. **Facilitate District Engagement:** Work includes:
- a. Leading community open house(s) work sessions to listen to needs, concerns and priorities of all individuals participating in the planning process.
 - b. Learning what is viewed as important to the district, and how the community will support those needs.
 - c. Educating all users in the process of evaluations and determining best approach for the immediate and long-term implementation of immediate and future projects.
 - d. Participate in communicating with the district team and board of education to advise and inform of work status, findings, recommendations, and next steps as needed.

Additional work to include:

- Civil/site condition evaluations as required for demolition, grading, utilities, site access, and required site improvements upon the completion of any proposed work.
- Architectural conditions that impact existing design or planned modifications as needed to meet the intended use of the district. This work will also include assessment of applicable Building Codes and Life Safety requirements and impacts to existing construction.
- Structural, mechanical, electrical, and plumbing systems, to evaluate existing systems and determine the impact of requested modifications addressing the best options as needed for improvements.
- Review of existing reports for Fire Marshal comments, abatements, etc.
- Identify challenges of existing building systems.
- Understand major MEP systems throughout the buildings.

In an effort to maximize prior work completed within the District, the design team will utilize information gathered and included within the prior Facility Assessment completed by OPN Architects in July 2017.

Design Team:

Our core design team for this work is as follows:

- Architectural: OPN Architects
Roger Worm, Principal
Vicki Hyland, K-12 Knowledge Specialist
Carly Weber, Communications Specialist
Technical Staff (3)
- Engineering: Design Engineers (Mechanical, Electrical, Plumbing)
Kelly Harrer, Principal
Technical Staff (2)
- Civil Engineering: Hall and Hall
Brent Jackman, Principal
Technical Staff (1)
- Estimating: Stecker Harmsen
Lee Harmsen, Principal

Schedule:

The goal of the attached proposed Schedule is to complete the overall Capital Plan Assessment and Strategic Plan not later than January 2021. In general, the Schedule address's the following key dates, activities, and goals over the course of this work:

- June/August 2020: Build and Engage the Facilities Advisory Committee.



- Define objectives and priorities
- Build consensus amongst the FAC
- Define potential Strategic Plan approach, Phasing and Costs
- Design team performs Assessments and Evaluations
- September/November 2020: Confirm District Approach to Implementation
 - Define priorities to advance conceptual design
 - Develop/Refine Conceptual design options and costs
 - Confirm Capital Plan Timeline
- December 2020/January 2021: Finalize Plan to Implement
 - Finalize Conceptual Design of Key Priority Projects timing and costs.
 - Identify required phasing
 - Determine Funding and Timing to bid immediate projects
 - Tentative Issue for Bid date of January 2021.

We have addressed key steps and related timing to perform the Assessments, Conceptual Designs and Cost Estimates in a comprehensive manner that evaluates various scenarios for District consideration. From this, the multiple steps listed will advance work that best address the needs of the District.

Although we could accelerate the early phases of our work, we feel this would not be prudent – “quick does not produce quality”. Each step of our collective work must reinforce educational needs and budget alignment to maximize the best end results. It takes time to complete Community Engagement, build Community Trust, and build the level of detail needed to ensure the district is making sound decisions. We do not want to fracture the quality of work early in the process.

Fee Analysis:

The Design Team has evaluated the total estimated billable hours involved in the scope of work as outlined above, broken down as follows:

OPN Architects	572 hours	\$ 62,920
Design Engineers	188 hours	\$ 18,800
Hall and Hall	24 hours	\$ 2,640
Stecker Harmsen	<u>30 hours</u>	<u>\$ 2,700</u>
Totals	+/- 814 hours	\$ 87,060

Staff hours include time commitments of principal, project manager, K-12 Knowledge Specialist, Marketing and production support staff, over a gross total estimated timeframe of eight months. We understand that work of this scale can be very fluid, and feel that for the work required, our total hours are appropriate, based upon our recent level of experience and related deliverables.

We understand the value of our established relationship and the importance of providing quality, detailed information for such an important District endeavor. We respect the value of the time of the Board, the Facilities Committee(s), and the Community. By the time this exercise is complete, there will be thousands of personal hours dedicated to this collective effort. Doing it right the first time is important for all involved.



In an effort to cost share a portion of this work, the design team proposes a lump-sum fee of \$39,200 for the Scope of Work and Schedule as outlined. Once a final schedule is determined, we will confirm invoicing with you as work progresses.

Reimbursable expenses typically include postage, printing cost for large format plots/prints or reproduction of your existing project documents, in-house printing of marketing materials, photography, and mileage at the government standard rate. For this scope of work for a local district, we anticipate minimal reimbursable expenses in the range of \$500 - \$700. An itemized breakdown of these associated costs will be reviewed with you prior to incurring these costs.

Exclusions / Additional Services

The following services noted below are excluded in fees above, and would be an additional cost to the owner if required:

- Detailed assessment/evaluations of existing building systems
- Confirming Existence of Hazardous Material
- Site Survey(s)
- Design work beyond Conceptual Design Concepts as noted above.
- Printing of materials for public distribution (flyers, mailers, hand-outs, etc.)

Should you have any questions, please do not hesitate to contact me. We are very excited about the opportunity to work with you and the Linn Mar Community School District as you move towards shaping the future of education in our community.

If our proposal is in order and acceptable, please sign where noted below and return a copy to our office for our record.

With Kind Regards,

A handwritten signature in blue ink that reads 'Roger B. Worm'.

Roger B. Worm, AIA
Principal

Authorized Signature

Title/Position

Date

Service Agreement for Nursing Services

THIS AGREEMENT is entered into by and between the **LINN-MAR CSD**, an Iowa public school corporation (the "District") and Ultimate Nursing Services of Iowa, Inc., dba: Universal Pediatrics, an Iowa corporation ("Universal Pediatrics").

1. **Purpose.** The purpose of this Agreement is to procure the services of an Iowa licensed Registered Nurse (or nurses) and/or an Iowa licensed practical nurse (or nurses) (hereinafter referred to as "Nurse(s)") to provide continuous, competent, and skilled nursing care for an individual student, [REDACTED] herein after referred to as "Student", during the entire time Student is being transported to and from school and during school days when Student is in attendance.
2. **Term.** The Term of this Agreement shall be for the District's 2020-2021 regular school year, including any extended year program. However, either party may terminate this Agreement upon thirty (30) days prior written notice for any reason, or immediately upon written notice for cause due to a material breach of this Agreement if the breach remains uncured for more than ten (10) days after the non-breaching party gives written notice of the breach and its intent to terminate. This Agreement may also be extended for a specific period or renewed for an additional school year by mutual agreement of the parties pursuant to a written addendum hereto. This Agreement shall terminate automatically on the date the student no longer needs student health services due to relocation outside the district, changes in health status or death.
3. **Duties of Universal Pediatrics:** Universal Pediatrics shall have the following duties under this Agreement:
 - a. Train, provide, assign, supervise and evaluate competent Nurse(s) (including ensuring satisfactory completion of background checks pursuant to Iowa Code § 135C.33, and satisfactory completion of Iowa sex offender registry checks), acceptable to District to provide continuous skilled nursing services to Student during each of the days in which Student is in attendance during the Term of this agreement, including accompanying Student to and from school. If an LPN is assigned to Student, Universal Pediatrics shall provide the level of supervision required to meet the requirements of the Iowa Board of Nursing. Universal Pediatrics will notify District of the identity of all Nurse(s) assigned to accompany Student prior to assigning Nurses(s) and will also notify District as soon as is reasonably practical of any changes in Nurses(s) assigned to Student in writing. The District shall have the right to object to any assigned nurse under this agreement. Upon receipt of any written objection, Universal Pediatrics, shall make all reasonable efforts to reassign the nurse(s) assigned as soon as possible. If such reassignment is not immediately possible, Universal Pediatrics, shall notify the District in writing within seven days of receipt of the objection as to why a reassignment is not immediately possible. In assigning Nurse(s) to Student, Universal Pediatrics certifies to District Nurse(s) has/have demonstrated competency in all aspects of Student's individual health plan (herein after referred to as "IHP"). Payment for such services will be made from the Student's Managed Care Organization, Iowa Medicaid Enterprise, or other third-party insurer.
 - b. Deliver nursing care to Student in accordance with Student's IHP and in accordance with District policies, rules, and regulations, and in strict accordance with the professional

standards applicable to nursing. Nurse(s) will keep confidential all student records as required by state and federal law.

- c. Function as a member of Student's IHP team for the purpose of coordinating Student's IHP.
 - d. Submit Student's Plan of Care as requested by the District.
 - e. Notify District as soon as is reasonably practical of any unusual or emergency situations involving changes in Student's care.
4. Duties of the District. District shall have the following duties under this Agreement:
- a. Coordinate Student's IHP, including its periodic review and revision with the other members of the Student IHP team in accordance with state regulations.
 - b. Transport Nurse(s) to and from school with Student.
 - c. Provide training to Nurse(s) to assist Nurse(s) in becoming familiar with District policies, rules, and regulations applicable to Nurse(s) while providing services pursuant to this Agreement.
5. The Services provided by Universal Pediatric Services are not part of a joint venture (express or implied), agency arrangement, or employment relationship. Universal Pediatric Services is an independent contractor. The District shall neither have nor exercise control, direction or supervision over the professional judgment, manner or methods of any Nurse furnished by Universal Pediatrics.
6. Assignment. This Agreement is not assignable by either party without the express, prior written consent of the other party.
7. Confidentiality. To the extent permitted by law, the District and Universal Pediatrics will treat as confidential and will not disclose any information regarding the other's operations that comes to the attention of either party during the course of this Agreement; provided, however, that neither party is relieved of mandatory reporting obligations that they might have with respect to observed conduct of any person during the performance of services under this Agreement.
8. Notices. Notices provided under this Agreement shall be in writing (unless otherwise expressly provided in this Agreement) and sent by hand-delivery, U.S. Mail, or confirmed facsimile, to the following:

If to Universal Pediatrics:

Attn: Tucker Anderson

Universal Pediatrics

10654 Justin Drive

Urbandale, IA 50322

Fax: 515-225-4044

If to District:

Attn: _____

District: _____

Address: _____

City/State/Zip: _____

Fax #: _____

9. Iowa Law Governs. This Agreement shall be governed by and construed under the internal laws of the State of Iowa. Furthermore, this Agreement shall be interpreted and construed to give effect and validity to all of its provisions to the fullest extent permitted by law.
10. Indemnification. Each party shall indemnify and hold harmless the other against all third-party claims, damages and liabilities, costs and expenses, including reasonable attorneys' fees, arising directly from the death or an injury to a person or to property as a result of the negligent or intentional act or omission of a party or any of its employees, subcontractors, or agents as determined in a final, non-appealable judgment, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of the other party or its officers, employees or agents or is covered by applicable insurance.
11. Applicable Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Iowa. Venue shall be appropriate only in the Iowa District Court for Linn County, unless otherwise changed by the Judge.
12. No Waiver. The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
13. Entire Agreement/Modification. This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified except by a written addendum signed by both parties.

UNIVERSAL PEDIATRICS

By: Lacey L. Boots
Printed Name: Lacey L. Boots
Title: Billing Manager
Date: May 18, 2020

SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

**AGREEMENT BETWEEN
CREIGHTON UNIVERSITY
AND
LINN-MAR COMMUNITY SCHOOL DISTRICT**

This agreement (“Agreement”) is entered into by Linn-Mar Community School District (“Site”) and Creighton University, a Nebraska nonprofit corporation located at 2500 California Plaza, Omaha, NE 68178 (“Creighton”).

Creighton desires to provide a professional experiential educational experience program for its Education program students and has asked Site to participate in that program to provide Creighton’s students an opportunity for experiential education.

In consideration of the mutual benefits, the parties agree to the following:

I. GENERAL INFORMATION:

- A. The course of instruction (the “Experiential Program”) will cover a time period mutually agreed upon between Site and Creighton. The Experiential Program objectives will be communicated in writing to the Site’s preceptor by the appropriate Creighton Experiential Education Office when scheduling students.
- B. Except under compelling circumstances agreed to by both parties, the beginning dates and length of experience will be agreed upon no less than one month before the beginning of the Experiential Program.
- C. The number of students eligible to participate in the Experiential Program (“Students”) will be mutually determined by agreement of the parties and may be altered by mutual agreement.
- D. Students are not employees of Site or Creighton and are not eligible for compensation or benefits from either institution.
- E. Neither Site nor Creighton will discriminate against any employee or student on the basis of race, national origin, religion, creed, sex, sexual orientation, age, or marital, veteran or disability status. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974, as amended, and regulations promulgated thereunder, governing the privacy of student records.

II. RESPONSIBILITIES OF CREIGHTON:

- A. Creighton shall provide and maintain the records and reports required by Site for conducting learning experiences of Students. Creighton assumes responsibility for assigning grades for the Experiential Program.
- B. Creighton shall require Students to comply with Site policies and procedures while participating in the Experiential Program at Site, including Site’s policies and procedures governing patient confidentiality. As a part of this agreement, Creighton shall require Students to submit to the appropriate Experiential Education Office a signed Student Experiential Participation and Confidentiality Agreement. An example of this agreement is attached as Exhibit A.
- C. Creighton will assign to Site only those Students who have satisfactorily completed the prerequisite didactic portion of the curriculum unless remediation-related education services have been specifically negotiated with Site.
- D. Creighton will enforce rules and regulations governing Students that are mutually agreed upon between Site and Creighton.

III. RESPONSIBILITIES OF SITE:

- A. Site will participate in directing and implementing the Experiential Program.
- B. Site reserves the right to limit the number of Students it receives. Site, in conjunction with Creighton, will determine the dates for Student participation in the Experiential Program.
- C. If Site accepts a Student, Site shall provide instruction and professional experience in accordance with Experiential Program objectives (Section I. A) and any specific Experiential Program goals developed and agreed upon by the parties.
- D. Site shall provide and maintain records and reports required by Creighton for conducting the Experiential Program and provide an evaluation to Creighton on forms provided by Creighton.
- E. Site shall be under no obligation to maintain any facilities for the Experiential Program other than those which Site ordinarily maintains.
- F. Site shall provide available time, when possible, to instructors for attending supervisory meetings and conferences called by Creighton as part of the Experiential Program.
- G. Site will inform participating Students on pertinent policies and procedures at Site.
- H. Site will encourage Students in Experiential Program to attend the Site’s professional meetings, and shall allow such students access to journals, books, and periodicals contained in Site’s library, if any, provided, that no student shall be permitted to take outside of the premises any such journals, books, or periodicals from the library unless approved by Site.
- I. No Student shall be entitled to any stipend from Site by reason of this Agreement or by reason of such student's participation in the Experiential Program.
- J. Site retains the right to terminate any Student's participation in the Experiential Program where it reasonably believes doing so is necessary to protect the health, safety and welfare of Site, its students, employees or visitors. Site shall immediately notify the Director of the Experiential Education Office (identified in the mailing address provided at on the signature page of this Agreement) of any such termination of a Student. The Director of the Experiential Education Office will notify any Creighton faculty serving as Instructor of Record for the terminated Student’s experiential education rotation.

IV. Either party may terminate this Agreement upon sixty (60) days advance written notice to the other party.

V. Any revision or modification of the Agreement shall be in writing and shall be signed by both parties.

VI. This agreement shall be effective as of the 1st day of _____, 20_____.

LINN-MAR COMMUNITY SCHOOL DISTRICT CREIGHTON UNIVERSITY

By _____

By _____

Print Name: Sondra Nelson, Board President

Print Name: Will Solomon
Assistant Dean for Administration and Operations

Mailing Address:
Linn-Mar Community School District
Attn: Casey Fasselius
2999 N 10th Street
Marion IA 52302

Creighton Mailing Address:
Creighton University
Attn: Director, Education Program
2500 California Plaza
Omaha, NE 68178

EXHIBIT A
STUDENT EXPERIENTIAL PARTICIPATION AND CONFIDENTIALITY AGREEMENT

SITE is committed to quality confidentiality for its students. As a student of another institution assigned to an educational experience at SITE, the undersigned is required to agree to the terms of this Agreement. Please review and ask questions if you have any.

“Confidential Information” is any student, employee, and SITE business information obtained during the course of work or association with SITE.

I agree to treat all Confidential Information as strictly confidential and will not reveal or discuss Confidential Information with anyone who does not have a legitimate medical and/or business reason to know the information. I understand that I am permitted to access Confidential Information only to the extent necessary to perform my duties while assigned to SITE. I will not disclose identifiable Confidential Information.

I will abide by all SITE policies and procedures regarding Confidential Information.

If I am given any access security codes or passwords, I agree to use them solely to perform my duties and will not breach the security of the information systems or premises. I will not use or disclose or misuse security codes or passwords. I will not misuse or attempt to alter SITE information systems in any way. I understand that SITE reserves the right to audit, investigate, monitor, access, review and disclose information obtained through the information systems at any time, with or without advance notice to me and with or without my knowledge. I understand I will be held accountable for my work and any changes made under my password and security codes. I understand that I am responsible for the accuracy of information submitted under my passwords and security codes.

I am expected to be covered by my own health insurance at all times, including hospitalization insurance. Should I seek routine or emergency medical care, I understand that I will be responsible for the cost of such care.

I am not and will not be an employee of SITE by virtue of my participation in this Experiential Program at Site and shall not be entitled to compensation or employee benefits of any kind, including but not limited to health insurance, workers’ compensation insurance or unemployment benefits.

I understand that violations of SITE policy may subject me to immediate termination of my assignment at SITE.

My signature acknowledges that I have read and understand this Agreement.

Student Name (print) Date _____

Student Signature SITE _____

This Exhibit is made a part of the Agreement to which it is attached.

AFFILIATION AGREEMENT WITH A SCHOOL DISTRICT

THIS AGREEMENT, is made this 2nd day of June, 2020, by and between KANSAS STATE UNIVERSITY, (hereinafter referred to as “University”), a public educational institution of the State of Kansas, and the school district, **IA Linn-Mar Community School District** (hereinafter “School District”), located at **Marian, Iowa**. The parties intend to be legally bound to the following terms:

I. PURPOSE. The parties intend for this Agreement to set forth the obligations of the University and the School District regarding University students participating in educational field experiences, and in some cases, acting as student teacher interns at a school in the School District, which is a necessary academic component requirement for the University students.

II. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Students. The University shall be responsible for the selection of qualified students to participate in a practicum or student teaching internship. Selected students must have the appropriate educational background and skills consistent with the standards for the educational experience offered by the School District.
- b. Education of Students. The University shall assume full responsibility for the University classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, requirements of matriculation, grading, and graduation. As part of the educational component of the program, the University Contact (defined below) shall conduct in-person, or through other technological means, evaluations of the University students as determined by the University. These evaluations are not for supervisory purposes, but rather to evaluate the University student’s academic progress.
- c. Submission of Candidates. The University shall submit the names of the University student candidates to the School District at least eight weeks prior to the proposed start of the educational experience assignment. The University also shall send to the School District a description of each student candidate’s educational goals (observation, lesson development and delivery, practicum, or internship) and the requested time period for placement.
- d. Payment. The University assumes this amount will be disbursed to the Cooperating Teacher(s) performing the oversight duties.
 1. Undergraduate Student Teacher: For each intern accepted for placement by the School District, the University shall pay to the School District the amount of \$50.00/semester.
 2. MAT Graduate Student Teacher: For each intern accepted for placement by the School District, the University will compensate the School District the amount of \$100 for the fall semester, and \$150 for the spring semester.
- e. Communications by Representatives. The University shall designate a representative to meet with designated School District personnel at least annually to collaboratively improve University student educational experiences. The University shall also designate one representative who shall be the point of contact (“University Contact”) for the School District regarding each University student; for example, evaluations and other information necessary to assess the University student’s academic progress shall be submitted to the University Contact.
- f. Informing Students of Rights and Responsibilities. The University shall be responsible for informing each University student of his or her own responsibilities, as follows:

1. In accord with Section III-b, below, the student shall be informed of his or her obligations to abide by the policies and procedures of the School District and that should any student fail to abide by any policy and/or procedure, he or she may be subject to disciplinary action by the University, up to and including expulsion from the University's program, in addition to any disciplinary action taken by the School District.
2. The students will be encouraged to procure professional liability insurance of their own choosing and at their own expense.
3. Students shall be responsible for obtaining a Certification of Health for School Personnel, in accordance with K.S.A. 72-5213, relating to TB testing and providing the form to the University (the University collects forms to help facilitate the process for the School District), which will provide the form or relevant requested information to the School District.
4. Students shall be responsible for completing first aid/CPR training prior to the beginning of the student's educational experience.

III. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. Establishment of Practicum or Student Teaching. The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a placement location for University student educational experiences in the form of practicums and/or student teaching internships. The student practicum and/or internship opportunities are for degree-seeking students enrolled in the University's College of Education.
- b. Policies of School District. In accord with Section II-f, above, the University shall inform its students, prior to the assignment, of any and all applicable policies, codes or confidentiality issues related to the practicum or student teaching internship, to the extent the University is informed of such by the School District. The School District will provide the University all the applicable information at least four weeks in advance of the University student's participation.
- c. Administration. The School District shall have sole authority and control over all aspects of services to its own students. The School District shall be responsible for and retain control over the organization and operation of its own programs.
- d. Removal of Noncompliant Student. The School District shall have the authority to immediately remove or otherwise sanction a participating University student who fails to comply with its policies and procedures. If such a removal or sanction occurs, the School District should immediately inform the University Contact.
- e. Designation of Representative. The School District shall designate one of its employees to serve as a liaison to the University, who will meet periodically with representatives of the University in order to discuss, plan, and evaluate the experience of the University student(s).
- f. Supervision of University Students. The School District shall provide a teacher who will supervise the University student's activities during the student's educational experience ("Cooperating Teacher"). The Cooperating Teacher shall provide on-going supervision and feedback throughout the practicum or student teaching internship. The Cooperating Teacher shall provide a final written performance evaluation of the University student in accordance with the evaluation documents and timeline provided by the University.
- g. Student Teaching Intern Experience. When a student is assigned and accepted as a student teaching intern, the School District shall:

1. Allow student teachers to conduct classroom observations and lesson presentation (to include whole group, small group, and individual) under the guidance of the Cooperating Teacher;
 2. Allow student teachers to use video and audio recording devices for the purpose of individual reflection and evaluation, as well as preparation of the student teacher work sample (the portfolio which the University uses as an evaluation tool to inform recommendations for licensure). Additionally, the School District acknowledges that the University may disclose or use the video and audio recordings to respond to a lawful request pursuant to statute or judicial order, or in connection with an emergency when the contents of any such recording are necessary, in the discretion of the University, to protect the health or safety of students or other individuals;
 3. Allow the University Contact access to the classroom for normally scheduled evaluation observations, both face-to-face and video-based, as appropriate for the placement. Placements outside local driving distance from Manhattan, Kansas, may involve evaluation observations using video recordings or live cloud-based observations (i.e. Zoom, SKYPE, GoToMeeting etc.) In cases utilizing streaming or recording devices, the School District shall have responsibility for seeking any desired or required parental awareness and approval. The University shall take reasonable steps to ensure any such video recording and data is not publicly accessible; and
 4. Allow the student teacher and require the Cooperating Teacher to provide evaluations of the overall student teaching program.
- h. Qualifications of Cooperating Teacher. The Cooperating Teacher shall possess a minimum of the following qualifications:
1. Possess a valid State professional teaching credential in the subject matter field in which the student teacher is preparing to teach;
 2. An interest and desire to work with the student teacher and University Contact;
 3. Completion of a minimum of three years of successful teaching experience under a professional license and either have been in the present school at least one semester or have the requisite number of years of prior teaching experience (for mentoring purposes) at another location/assignment;
 4. Demonstrated success in promoting student learning;
 5. Demonstrated ability to collaboratively mentor adults using formal observational and feedback techniques; and
 6. Final approval as the Cooperating Teacher by:
 - i. Building Administration;
 - ii. School District Administration; and
 - iii. University Administration.
- i. Reporting of Student Progress. The School District shall provide all reasonable information requested by the University on a University student's performance, which may be in the form of conferences, assessments, or other forms reasonably requested by the University. If there are any applicable student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- j. Student Records Privacy. To the extent the School District generates or maintains educational records related to the University student, the School District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to the University and shall limit access to only those employees or agents with a legitimate educational interest. For the purposes of this Agreement, pursuant to FERPA, the University

hereby designates the School District as a school official with a legitimate educational interest in the educational records of the University student(s) to the extent that access to the University's records is required by the University or School District for the School District to carry out the University student educational experience.

IV. MUTUAL TERMS AND CONDITIONS

- a. Educational Practicum or Student Teaching Internship. The parties will mutually agree upon the number of students that shall be assigned to the School District, the duration, and the educational experience provided which shall be consistent with the standards of the accrediting entity for the school or division of the University in which the students are enrolled. The practicum or student teaching internship will be reviewed periodically by the Parties and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
- b. No Employment Relationship. It is understood by the parties that the participating students are interns, who are receiving the primary benefit of the educational experience, including but not limited to the training related to the student's academic field of study, at the School District, and the students are not employees of University or School District based on the educational experience. It is understood by the parties that the students shall not receive remuneration or compensation or other benefits applicable to employees. The parties agree that there is no expectation that the students receive future employment with School District as a result of their participation in the educational experience and that no School District employees will be displaced as a result of students' participation in the educational experience.
- c. Student Documents and Obligations. Notwithstanding anything to the contrary in this Agreement, in reference to any obligation of the participating students stated herein, any failure by the students related to such obligations shall not constitute a breach of this Agreement by the University. The parties agree that it is the student's responsibility to satisfy the School District's requirements and although the University may help compile students' documentation related to such requirements and/or transmit the same to School District, or otherwise inform students of School District's requirements, University makes no representations or warranties regarding the information and documentation provided, but merely provides such information and forwards such documentation as an administrative courtesy to School District. School District is solely responsible to review such documentation for veracity, authenticity, sufficiency, and to independently determine whether the student has satisfied School District's requirements for acceptance to the educational experience.
- d. Term of Agreement. The term of this Agreement shall be five years from the date of execution.
- e. Termination of Agreement. The University or the School District may terminate this Agreement for any reason with ninety (90) days' notice to the other party. Either party may terminate this Agreement in the event of a material breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students participating in a practicum or student teaching internship at that time may continue their educational experience until it would have been concluded absent the termination.

- f. Modification of Agreement. This Agreement shall only be modified by written agreement signed by both parties.
- g. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors, and shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.
- i. KSU-146a. The Provisions found in Contractual Provisions Attachment (form KSU146a, rev. 3-18), which is attached hereto, are hereby incorporated in this contract and made a part hereof

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Kansas State University

School District

Dean, College of Education Date

Superintendent of Schools Date

Provost Date

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all copies of any contractual agreement by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-18), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.

3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

4. **Arbitration, Damages, Warranties:** No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

6. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

7. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: <https://www.k-state.edu/policies/ppm/3000/3070.html>.

8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.

10. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.

11. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including University's anti-discrimination policy: <http://www.k-state.edu/policies/ppm/3000/3010.html>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy. Contractor also agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.

12. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records, and therefore no

provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45- 215, et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



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

**Mentoring and Induction Consortium Agreement
 between
 Grant Wood Area Education Agency
 and
 Linn-Mar Community School District
 2020-21**

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

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

Services to be provided under this Agreement shall begin on August 1, 2020 and terminate on June 30, 2021. However, this Agreement may be amended at any time by mutual agreement of GWAEA and School District. Renewal of this agreement is to be determined on or before March 1, 2021, unless extended by mutual agreement. This Agreement may be terminated by either GWAEA or School District with sixty (60) days' notice.

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

GWAEA agrees to:

1. Coordinate recruitment, selection, and supervision of Induction Coaches to provide services under the Agreement.
2. Use NTC Induction Program Standards to design and formatively assess and support program implementation.
3. Utilize formative assessment tools and materials aligned with the Iowa Teaching Standards and district goals to promote teacher development.
4. Use NTC Mentor formative assessment system to collaboratively assess Induction coach growth and accountability.
5. Provide training and professional development for Induction Coaches and district administrators.
6. Coordinate collaborative network among participating teachers.
7. Complete program evaluation and collaborate with district program leadership to continuously improve program.
8. Invoice School District for services under this Agreement on or around January 15, 2021, and June 1, 2021.

School District agrees to:

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

4. Provide an Induction Program Lead to:
 - a. Conduct ongoing communication with GWAEA program leaders.
 - b. Participate in *School Leaders and Mentors: A Partnership for School Success* professional development workshop (registration fee is covered by Consortium funds).
 - c. Create and facilitate meetings with district induction team.
 - d. Attend Induction Program Lead meetings 2x/year (3 hours).
 - e. Collect data aligned with Induction Consortium program evaluation.
 - f. Coordinate communication and aid in registration for consortium professional development for beginning teachers and administrators.
 - g. Collaborate with other district administrators to align induction program with district initiatives.
5. Provide access to relevant data for program evaluation and research.
 - a. Teacher retention information – for all teachers in participating schools, annually identify teachers who return to their schools and districts the following year.
 - b. Student achievement data such as reading and math scores on the Iowa Statewide Assessment of Student Progress (ISASP) and demographic information for students in grades 3 through 8, linked to their teacher, for all students in participating districts.
 - c. Allow participating teachers to receive an annual survey. Endorse the survey and support efforts to ensure a high response rate.
 - d. Allow classroom observations of a sample of teachers. Observation will be approximately the length of one lesson or one class period.
 - e. Individual interviews and focus groups with a sample of teachers and induction coaches, as well as principals and district administrators. Interviews will be approximately 45 minutes in length.
 - i. Every effort will be made to schedule activities during non-school hours or during planning times; however, were conflicts to occur and teachers were needed during class time, substitutes may be required to cover the time they participate in interviews and focus groups.
6. Commit to supporting the beginning teacher inquiry cycle
7. Have adequate technology access for Initial-license teachers to participate in Learning Zone (online database of formative assessment tools)
8. Have initial license teachers attend the Beginning Teacher Network 4x/year at GWAEA or other region location (2 hours after school).
 - a. GWAEA is not responsible for the travel costs and/or and any compensation costs for the beginning teachers.
9. Commit to principal involvement through participation in *School Leaders and Mentors: A Partnership for School Success* professional development (registration fee covered by Consortium funds) and triad conversations between principal, beginning teacher and induction coach.
10. Provide funding to GWAEA for each participating teacher, based on the following fee schedule:
 - a) \$6,300 per participating teacher.
11. Provide payment under this agreement within thirty (30) days of receipt of invoices from GWAEA.

Grant Wood Area Education Agency

Linn-Mar Community School District

Date
Board President

Date
Board President

28E AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, THE COLLEGE COMMUNITY SCHOOL DISTRICT, THE LINN-MAR COMMUNITY SCHOOL DISTRICT, AND THE ALBURNETT COMMUNITY SCHOOL DISTRICT.

THIS 28E AGREEMENT is made and entered into on the 8th day of June, 2020, by and between the Cedar Rapids Community School District (CRCSD), the College Community School District (CCSD), the Linn-Mar Community School District (LMCSD), and the Alburnett Community School District (ACSD) pursuant to Iowa Code Chapter 28E. The parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to provide a shared secondary school program option called Iowa BIG (BIG) for the students of CRCSD, CCSD, LMCSD, and ACSD and to monitor “franchisees” who take the name Iowa BIG.
2. **TERM:** The term of this Agreement shall be from the 1st day of July, 2020 to June 30, 2021. The parties hereto agree this Agreement shall be effective upon its execution by all parties and the duration shall be coterminous with the provisions contained herein.
3. **RESPONSIBILITIES OF THE PARTIES:**

CRCSD, CCSD, and LMCSD agree to mutually provide the resources to fund BIG in equal 30.9% portions unless otherwise noted. ACSD agrees to provide 7.4% of the resources to fund BIG unless otherwise noted.

- 3.1. 1.0 FTE Executive Director of Iowa BIG, contracted through the CRCSD. Executive Director will conduct employee evaluations per each District’s requirements and processes. Director also serves as the Curriculum Director for Iowa BIG.
- 3.2. 2.0 FTE Strategic Partner Developer/Administrative Assistant, contracted through the Cedar Rapids Metro Economic Alliance.
- 3.3. Lease, equipment, and space costs for the operation of the Iowa BIG program.
- 3.4. Provide District FTE and/or reimburse District providing FTE to BIG to maintain equitable contribution of FTE per District.
- 3.5. 2.7 student spots per percentage of committed resources. Unfilled seats may be filled by partner Districts at no additional cost to those Districts. The student spots funded by each district for 2019-20 shall be:
 - 3.5.1. CRCSD, CCSD, LMCSD shall have the option of enrolling 83 students from their district
 - 3.5.2. ACSD shall have the option of enrolling 20 students
- 3.6. Provide certified staff with a laptop computer.
- 3.7. Allow staff assigned to Iowa BIG to co-develop, co-market, and work with District staff to engage parents, students, and potential strategic business and community partners.
- 3.8. Supervision of the Executive Director by the District Superintendents or their designee.
- 3.9. Actively work together, in conjunction with Iowa BIG staff, to secure the monetary and non-monetary resources, real-world projects, business/community mentors, and other community support for BIG.
- 3.10. To jointly discuss and determine the course of action for future opportunities and costs for BIG that exceeds the budget and allocation provided by each District for Iowa BIG.
- 3.11. Other costs and expenses as mutually agreed upon.

CRCSD, CCSD, LMCSO, and ACSO will individually:

- 3.12. Determine and award appropriate course credit for successful completion by District students in accordance to that District's program of studies, graduation requirements, and discretion.
- 3.13. Determine if and when funding for and access to college credit work completed at BIG for district-enrolled students will be provided. Each District maintains responsibility for any PSEO or Dual-Option college credit costs. Currently "Fundamentals of Project Management" is offered to BIG students through Kirkwood Community College.
- 3.14. Provide other district resources as necessary so long as they do not cause undue burden on the district. (e.g. Communications office stories, HR and tech support, etc.)
- 3.15. Provide periodic (at least once annually, more at the discretion of the individual Board) updates to the respective Board of Directors by the Executive Director and/or BIG staff.

CRCSD agrees to provide the following:

- 3.16. Act as fiscal agent for the agreement and provide accurate and timely billings to partner Districts, including use of the Cedar Rapids School Foundation as secondary fiscal agent for grants/gifts requiring such.
- 3.17. Provide supervision and employ the Executive Director.
- 3.18. Provide 30.9% of the total cost of the program per the attached budget minus 2.0 FTE (Shawn Cornally & Mark Matson)
- 3.19. Provide technology for CRCSD enrolled students and CRCSD employed staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

CCSD agrees to provide the following:

- 3.20. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.21. Provide 30.9% of the total cost of the program per the attached budget minus 2.0 FTE (Dennis Becker & Nate Pruet)
- 3.22. Provide technology for CCSD enrolled students and CCSD staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

LMCSO agrees to provide the following:

- 3.23. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.24. Provide 30.9% of the total cost of the program per the attached budget minus 2.0 FTE (Becky Herman & Dee Wesbrook)
- 3.25. Provide technology for LMCSO enrolled students and LMCSO staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

ACSO agrees to provide the following:

- 3.26. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.27. Provide 7.4% of the total cost of the program.
- 3.28. Provide technology for ACSO enrolled students and ACSO staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

4. USE OF FUNDS PROVIDED BY OUTSIDE ENTITIES AND/OR PROJECTS

- 4.1. As of this contract date, Iowa BIG has secured funds of \$1,000,000 over a 5-year period beginning January 1, 2017 for the purpose of growing and developing the Iowa BIG model. These funds were awarded and provided by the XQ Super School Project and spending of those funds are done in collaboration and conjunction with the XQ Super School team assigned to Iowa BIG. This will be year three of the grant with an estimated \$84,050 used to offset program costs in the 2020-21 school year.
- 4.2. Use of any funds secured by and for Iowa BIG through gifts and grants will be held in the Cedar Rapids Community School Foundation tagged specifically to Iowa BIG and expressly for the operation and advancement of the Iowa BIG program and all the districts, staff, and students engaged in the program.
- 4.3. XQ funds utilized may be re-evaluated in conjunction with XQ Super Schools during the terms of this agreement. Partner Districts will be responsible, as described above, for these costs if and when outside funding for this work is no longer available.
- 4.4. XQ Funds also provide travel and conference opportunities for staff assigned to Iowa BIG. These expenses will be charged to the Districts employing the staff member and reimbursed by XQ through the Cedar Rapids School Foundation.

5. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, CCSD, LMCSO, and ASCD will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.
- B. To the extent permitted by law, the District will indemnify and hold harmless CCSD, LMCSO, and ASCD from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by , or arising out of, the District's negligence or willful misconduct in the performance of its duties under this agreement.
- C. CCSD, LMCSO, and ASCD will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by, or arising out of the CCSD, LMCSO, or ASCD negligence or willful misconduct in the performance of its duties under this agreement.

6. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Associate Superintendent for the District, shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.
- B. The site advisory group shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

7. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any of the parties included within this Agreement to declare another party in default of its obligations under the Agreement:
1. Failure to make substantial and timely progress toward performance of the Agreement.
 2. Failure of another party's work product and services to conform to any specifications noted herein.
 3. Any other breach of the terms of this Agreement.
- B. Notice of Default. If there occurs a default event under Section 6A, the non-defaulting party or parties shall provide written notice to the defaulting party or parties, requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date specified in the written notice, the non-defaulting party or parties may either:
1. Immediately terminate the Agreement without additional written notice; or,
 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party or parties may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

- C. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

8. **CONTACT PERSON:** The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

Noreen Bush, Superintendent
Cedar Rapids Community School District
2500 Edgewood Rd. NW
Cedar Rapids, IA 52405

Dr. Doug Wheeler, Superintendent
College Community School District
401 76th Ave. SW
Cedar Rapids, IA 52404

Shannon Bisgard, Superintendent
Linn-Mar Community School District
2999 N. Tenth Street
Marion, IA 52302

Dani Trimble, Superintendent
Alburnett Community School District
131 Roosevelt St
Alburnett, IA 52202

Cedar Rapids Community School District

By: _____ Date: _____
Board President

By: _____ Date: _____
Board Secretary

College Community School District

By: _____ Date: _____
Board President

By: _____ Date: _____
Board Secretary

Linn-Mar Community School District

By: _____ Date: _____
Board President

By: _____ Date: _____
Board Secretary

Alburnett Community School District

By: _____ Date: _____
Board President

By: _____ Date: _____
Board Secretary

School Finance Report April 30, 2019

83% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$62,050,000			\$5,678,795	\$4,603,514	\$42,631,170	68.7%		\$19,418,830		
2) Support Services(2000-2999)	\$28,955,000			\$2,273,869	\$2,000,582	\$20,398,643	70.4%		\$8,556,357		
3) Non-Instructional(3000-3999)	\$4,380,000			\$343,163	\$276,682	\$2,748,519	62.8%		\$1,631,481		
4) Other Expenditures((4000-5299)	\$20,166,613			\$905,665	\$302,972	\$11,437,004	56.7%		\$8,729,609		
5) Interfund Transfers	\$6,249,222			\$419,524	\$419,524	\$4,272,708	68.4%		\$1,976,514		
Total	\$121,800,835			\$9,621,017	\$7,603,275	\$81,488,045	66.9%		\$40,312,790		
Operating Fund-10	\$86,491,613	\$9,971,656	\$70,808,467	\$7,403,176	\$6,814,771	\$60,737,167	70.2%		25,754,446	10,071,300	20,042,956
Activity-21	\$1,700,000	\$784,803	\$1,470,640	\$131,418	\$51,666	\$1,383,733	81.4%		316,267	86,907	871,710
Management-22	\$1,265,000	\$2,110,684	\$1,084,550	\$304	\$0	\$970,464	76.7%		294,536	114,086	2,224,770
PERL-24	\$495,000	\$542,570	\$274,792	\$3,475	\$10,301	\$131,125	26.5%		363,875	143,668	686,238
SAVE-33	\$12,884,294	\$5,848,876	\$5,867,182	\$1,093,224	\$426,274	\$6,203,218	48.1%		6,681,076	(336,035)	5,512,841
Other Capital Projects-31	\$0	\$0	\$10,173,325	\$495,535	\$0	\$1,759,573	#DIV/0!		(1,759,573)	8,413,751	8,413,751
PPEL-36	\$4,514,928	\$1,134,947	\$3,525,999	\$121,478	\$20,490	\$1,961,443	43.4%		2,553,485	1,564,556	2,699,503
Debt Service-40	\$10,100,000	\$4,078,964	\$7,750,760	\$26,775	\$2,000	\$5,625,201	55.7%		4,474,799	2,125,559	6,204,523
Nutrition-61	\$3,950,000	\$1,020,434	\$2,779,125	\$311,945	\$252,769	\$2,461,939	62.3%		1,488,061	317,187	1,337,621
Aquatic Center-65	\$350,000	\$155,813	\$301,955	\$31,104	\$23,992	\$219,355	62.7%		130,645	82,600	238,413
Student Store-68	\$50,000	\$5,527	\$45,099	\$2,582	\$1,012	\$34,829	69.7%		15,171	10,270	15,797
Total	\$121,800,835	\$25,654,272	\$104,081,894	\$9,621,017	\$7,603,275	\$81,488,045	66.9%		40,312,790	22,593,849	48,248,121

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2018-2019

Date Range: 04/01/2019 - 04/30/2019

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	11,018,697.24	15,330,489.56	7,216,111.19	19,133,075.61
10.0002.0000.000.0000.101000	CASH IN BANK	5,056.39	2.36	0.00	5,058.75
10.0008.0000.000.0000.101000	CASH IN BANK	1,021,206.67	1,594.76	0.00	1,022,801.43
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	1,636.25	1,636.25	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	882,502.51	361,013.14	378,175.51	865,340.14
22.0006.0000.000.0000.101000	CASH IN BANK	1,830,179.21	394,894.62	304.00	2,224,769.83
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,135.09	3,135.09	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	584,606.21	105,526.79	3,457.49	686,675.51
31.0003.0000.000.0000.101000	CASH IN BANK	0.00	495,535.02	495,535.02	0.00
31.0008.0000.000.0000.101000	ISJIT \$10 Million GO Bond	8,891,597.78	17,688.56	495,535.02	8,413,751.32
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	2,121,296.09	632,519.89	1,097,872.41	1,655,943.57
36.0003.0000.000.0000.101000	CASH IN BANK	1,469,317.88	1,351,662.88	121,478.02	2,699,502.74
40.0003.0000.000.0000.101000	CASH IN BANK	4,476,732.04	1,754,565.46	26,775.00	6,204,522.50
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	190,265.13	190,265.13	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,602,394.79	362,173.76	313,216.50	1,651,352.05
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	25,078.28	25,078.28	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	251,231.36	29,688.48	35,119.62	245,800.22
68.0002.0000.000.0000.101000	CASH IN BANK	16,195.17	2,316.25	2,714.53	15,796.89
		37,967,097.26	21,059,786.28	10,406,409.06	48,620,474.48

End of Report

School Finance Report April 30, 2020

83% of the School Year Complete- Fiscal Year End Processing in Progress

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$63,475,000			\$4,691,734	\$4,863,919	\$41,163,269	64.8%		\$22,311,731		
2) Support Services(2000-2999)	\$29,412,000			\$2,278,200	\$2,090,126	\$21,157,232	71.9%		\$8,254,768		
3) Non-Instructional(3000-3999)	\$4,305,000			\$313,043	\$332,611	\$2,873,564	66.7%		\$1,431,436		
4) Other Expenditures((4000-5299)	\$80,672,241			\$9,393,493	\$4,583,048	\$60,167,568	74.6%		\$20,504,673		
5) Interfund Transfers	\$6,286,957			\$420,183	\$420,183	\$4,271,365	67.9%		\$2,015,592		
Total	\$184,151,198			\$17,096,653	\$12,289,888	\$129,632,997	70.4%		\$54,518,201		
Operating Fund-10	\$91,072,241	\$9,860,137	\$73,719,956	\$7,087,279	\$7,100,127	\$62,048,593	68.1%		29,023,648	11,671,363	21,531,500
Activity-21	\$1,625,000	\$850,729	\$678,568	\$42,919	\$103,754	\$789,881	48.6%		835,119	(111,313)	739,416
Management-22	\$1,212,000	\$2,296,860	\$810,426	\$0	\$0	\$1,153,880	95.2%		58,120	(343,454)	1,953,406
PERL-24	\$475,000	\$691,922	\$294,740	\$32,845	\$18,263	\$147,483	31.0%		327,517	147,256	839,179
SAVE-33	\$9,447,199	\$5,506,893	\$5,884,703	\$444,012	\$461,642	\$4,981,290	52.7%		4,465,909	903,413	6,410,306
Other Capital Projects-31, 32, 35	\$50,250,000	\$6,681,465	\$47,910,378	\$5,297,969	\$4,179,948	\$35,372,464	70.4%		14,877,536	12,537,914	19,219,378
PPEL-36	\$4,369,758	\$953,611	\$3,777,408	\$123,235	\$94,266	\$2,248,323	51.5%		2,121,435	1,529,085	2,482,696
Debt Service-40	\$21,500,000	\$4,207,933	\$19,952,926	\$3,758,575	\$2,500	\$20,085,000	93.4%		1,415,000	(132,074)	4,075,859
Nutrition-61	\$3,800,000	\$1,032,377	\$2,602,868	\$292,252	\$298,710	\$2,525,515	66.5%		1,274,485	77,354	1,109,730
Aquatic Center-65	\$350,000	\$185,575	\$145,100	\$16,301	\$27,228	\$248,711	71.1%		101,289	(103,612)	81,963
Student Store-68	\$50,000	\$15,446	\$29,384	\$1,266	\$3,450	\$31,857	63.7%		18,143	(2,472)	12,974
Total	\$184,151,198	\$32,282,948	\$155,806,457	\$17,096,653	\$12,289,888	\$129,632,997	70.4%		54,518,201	26,173,460	58,456,407

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2019-2020

Date Range: 04/01/2020 - 04/30/2020

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	11,307,734.67	16,215,904.03	6,905,484.37	20,618,154.33
10.0002.0000.000.0000.101000	CASH IN BANK	5,097.13	0.63	0.00	5,097.76
10.0008.0000.000.0000.101000	CASH IN BANK	1,037,220.67	540.53	200.46	1,037,560.74
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	850.39	850.39	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	771,437.56	36,595.87	74,290.32	733,743.11
22.0006.0000.000.0000.101000	CASH IN BANK	1,647,550.58	305,855.25	0.00	1,953,405.83
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,205.97	3,205.97	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	758,953.34	113,800.27	32,827.29	839,926.32
32.0003.0000.000.0000.101000	CASH IN BANK	(87,298.64)	5,004,118.28	4,995,539.52	(78,719.88)
32.0008.0000.000.0000.101000	CASH IN BANK	24,663,797.50	84,990.79	5,004,118.28	19,744,670.01
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	2,490,010.35	563,209.98	444,011.72	2,609,208.61
35.0003.0000.000.0000.101000	CASH IN BANK	0.00	0.00	381,148.89	(381,148.89)
36.0003.0000.000.0000.101000	CASH IN BANK	1,183,730.24	1,453,506.47	123,235.40	2,514,001.31
40.0003.0000.000.0000.101000	CASH IN BANK	5,238,331.27	2,596,102.71	3,758,575.00	4,075,858.98
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	190,328.45	190,328.45	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,863,513.64	99,229.26	292,703.19	1,670,039.71
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	15,820.22	15,820.22	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	144,232.26	1,013.62	47,272.26	97,973.62
68.0002.0000.000.0000.101000	CASH IN BANK	14,138.37	102.00	1,266.37	12,974.00
		54,836,854.79	26,685,174.72	22,270,878.10	59,251,151.41

End of Report