



**Proclamation in Recognition of
School Resource Officer Appreciation Day**

WHEREAS, School Resource Officers have a direct impact on the students, district, and community by ensuring the physical safety of all, building relationships with students and staff, and educating the district and community on safety topics and needs, and

WHEREAS, School Resource Officers are trained in school-based law enforcement and emergency response and risk their lives without hesitation to ensure a safe learning environment for students and staff, and

WHEREAS, School Resource Officers provide an important bridge between youth, law enforcement, and the community,

THEREFORE, the Linn-Mar Board of Directors do hereby recognize Marion Police Officer Tom Daubs for faithfully serving the needs of the Linn-Mar Community School District; for protecting the students, staff, and community; and for being an example of respect and Linn-Mar PRIDE each day.

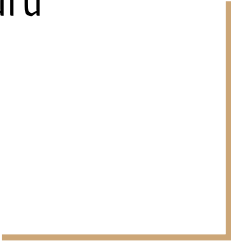




LMHS Counseling Program

Linn-Mar School Board
Presentation

February 20, 2023



Counseling Team

School Counselors

David Kennedy

Greg Hall

Jennifer Thurston

Kierstyn Witt

Kim Bowen

Elizabeth Kreher

Sheryl Bass - College/Career Transition Counselor

Tony Nicol -Academic Assistance Counselor

Danielle Patterson - Academic Assistance Counselor

High School Counseling Program

- Use the American School Counselor Association (ASCA) 3 domain model
 - Career and College Development
 - Academic Support
 - Social Emotional Learning

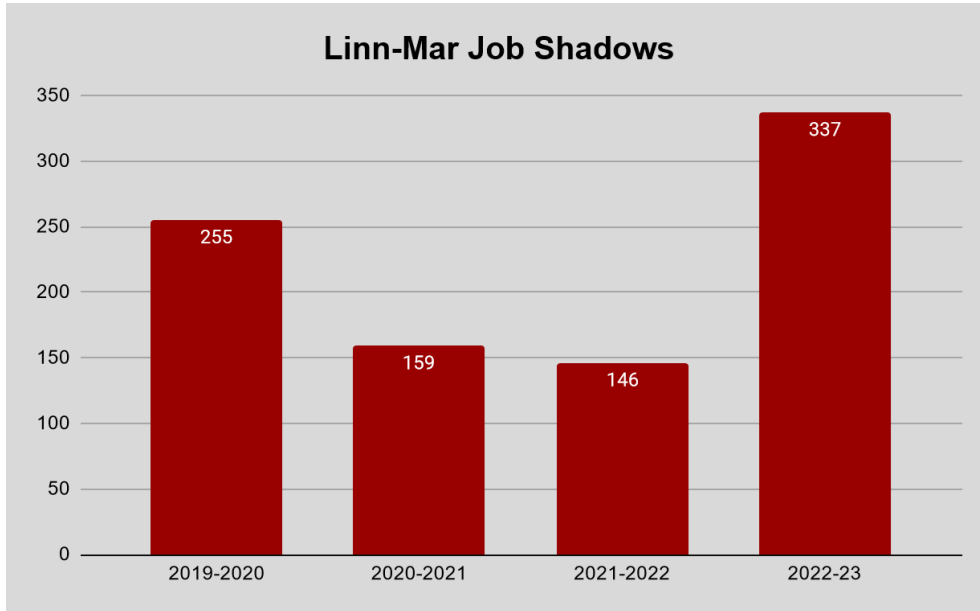
- We will provide information about
 - Services provided per domain area
 - Data related to our services
 - Goals for the future of the program

ASCA Domain 1: Career and College Development

Career and College tasks

- Career Tours
- Job Shadows
- Internships
- How College Works Kirkwood Dual Enrolled Course
- Individual and Group Classroom Curriculum
- Grade Level Seminars
- ACT Prep RTI Sessions
- College fairs and visits

College and Career Development By the Numbers



- 2022-2023: 337 Job Shadows
4 Internships during school year; 37 applications for summer (up from 19)
- College Visits to UNI, Iowa, Iowa State, and Kirkwood. Targeted visits to low-income and underrepresented minorities.
- UNI visit on March 1st open to all 10th and 11th graders
- Apprenticeship Fair scheduled for April 12th

College & Career

Goals Going Forward

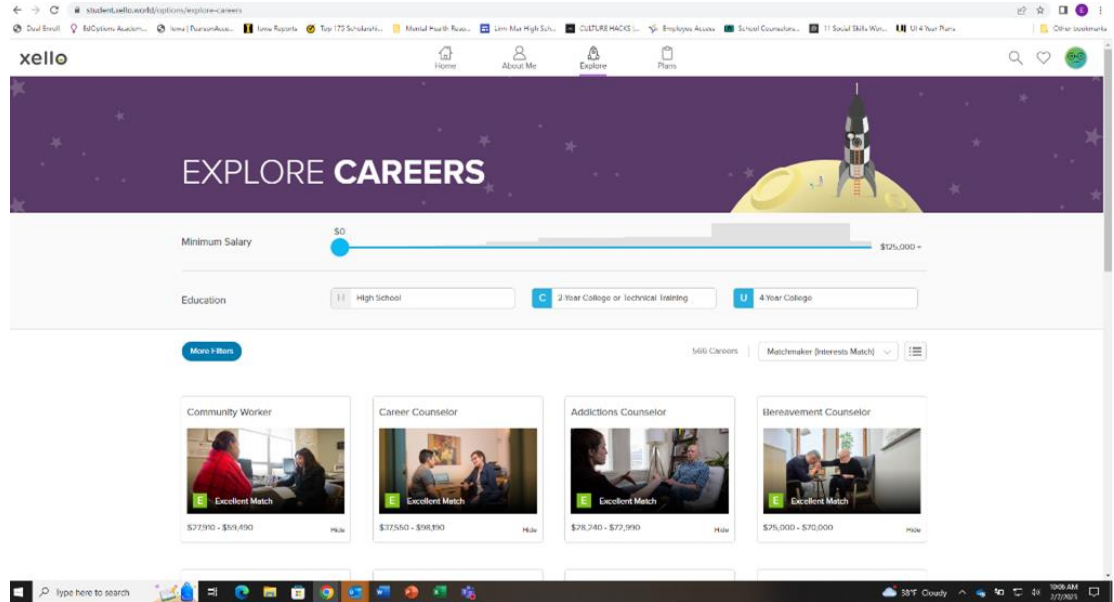
- More grade level seminars in the future
- Increasing the amount of classroom time for college/career lessons
- Additional college and career visits

Xello

A “one-stop shop” for college and career development information and activities.

Includes:

- Career Assessments
- Career Search
- College Search
- Course Planning
- Scholarship Database



The screenshot displays the Xello website interface. At the top, the navigation bar includes the Xello logo and links for Home, About Me, Explore, and Plans. The main header features the text "EXPLORE CAREERS" with a rocket launch illustration on a yellow planet against a purple starry background. Below the header, a filter section is visible, including a "Minimum Salary" slider set to \$0 and a "Maximum Salary" of \$125,000. The "Education" filter is set to "High School", "2 Year College or Technical Training", and "4 Year College". A "View 3 More" button is present. Below the filters, four job listings are shown, each with a thumbnail image, job title, "Excellent Match" badge, and salary range:

Job Title	Salary Range
Community Worker	\$72,990 - \$90,690
Career Counselor	\$72,500 - \$98,690
Addictions Counselor	\$78,240 - \$79,990
Bereavement Counselor	\$75,000 - \$70,000

Xello - college/career exploration platform

Three 45 minute lessons delivered in core classes. Lessons align with state requirements

Delivered lessons to 1,136 students in fall semester; 129 classroom sessions

9th grade: Delivered in English I/Advanced English I

- Topics: Study Skills and Habits, Decision Making, Exploring Career Factors, Careers and Lifestyle Costs

10th grade: Delivered in World History/AP World History

- Topics: Getting Experience, Personality Styles, Career Demand, Create Resume

11th grade: Delivered in English III/Advanced English III

- Topics: Work values, Workplace skills and attitude, Choosing a college, FAFSA/Financial Aid

12th grade: Delivered in Government/AP Government

- Topics: Career Path Choices, Career Backup Plans, Work/Life Balance, Job Interviews

ASCA Domain 2: Academic Support

Transitioning to High School

- High School Prep class
- Identify at-risk students
- School Counselor Meet & Greet to 8th graders
- 8th grade parent information night
- High school visit (students)
- 9th grade only first day
- Attend 504 Plan/IEP meetings when requested
- Parent communication (concerns, questions, and reassurance)

Academic Support Roles

- Child Study Team Meetings
- 504 management and test accommodations (137 students)
- IEP Meetings
- Graduation Progress Monitoring
 - Identification of at-risk graduation students and coordinating plans
- Academic and Attendance Intervention Meetings
- Achievement Gap Plans
- Student/Parent/Staff Advocate

Academic Support Roles (cont.)

- Individual Academic & Future Planning meetings
- Class Meetings using Xello (4 year plans, Career, post-secondary options)
- TAG Classes
- PSEO and Concurrent Enrollment
 - About 700 enrollments for dual credit courses at Kirkwood during fall of 2022 (includes at Kirkwood and classes at Linn-Mar)

Academic Support roles (cont.)

- Coordination of Iowa Statewide Assessment of Student Progress (ISASP) for grades 9, 10, and 11
- ISASP accommodation testing for 166 students.
- Coordination of Sept., Dec., April ACT at LMHS. *ACT Mean Composite for 413 LMHS test takers during the 2021-22 school year was 23.7 (State of Iowa average 21.4)*
- Coordination of PSAT; 150 students, and Pre-ACT; 75 students.

Academic Support

RTI (Response To Intervention or MTSS)

- Flexisched - teachers request students each day, attendance required
- Peer and Adult Tutoring (drop-in and matched)
- Coordinate the Learning Center services (Tutoring, Guided Studies, Achievement Studies)
- Teacher Collaboration
- Comprehensive plan

Academic Support

Goals Going Forward

- Continue to monitor academic supports and areas of need
- Continue to reduce failures through RTI process
- Increase data collection to review/improve RTI implementation

ASCA Domain 3: Social/Emotional Learning

Help students with individual issues
as needed

- depression
- anxiety
- problems at home
- suicidal ideation
- self-harm
- stress
- bullying
- pregnancy
- eating disorders
- trauma

Social/Emotional Support

Signs of Suicide (SOS) Classroom lessons for 9th grade

- Raise awareness of warning signs of suicide and depression
- It is taught in the student's US History section
- Empower students to help by at least telling a trusted adult
 - noticed increase in number of students sharing worries about friends
 - **In 2021 - 43/45** Named a trusted Adult at School
 - There is follow up with students who don't list a trusted adult

Signs Of Suicide Screening Data

- **2022 - 45 Positives out of 179 completed;** 10 refusals by students (25.1% Positivity rate)
 - **2021 - 49 Positives out of 177 completed**
 - **2020 - 53 Positives out of 219 screened**
- **7 answered yes to:** In the past 4 weeks have you thought seriously about killing yourself?
 - 2021 - 5 responded yes
 - 2020 - 5 responded yes
- **Currently we are screening this year: there are 223 students being screened**

9th Grade Connections

- **Purpose of 9th Grade ‘Connection’:** As LMHS continues to grow we want to ensure that each 9th Grade student has an adult they can build a relationship with during the entire school year to help students academic and social adjustment to high school and to provide an additional level of monitoring student academic progress so that timely interventions can be made as needed.
- 51 Connection Groups with at least 2 teachers assigned for each
- Focus Areas:
 - **Personal/Social**
 - Get to know the students/relationships
 - Adjusting to/Thriving/Wayfinding in High School
 - Student Assistance, Support Systems, and Safety
 - **Academic Success**
 - Technology Support
 - Executive Functioning Skill Support
 - ISASP Prep
 - **Post-Secondary Planning Process**
 - Post-Secondary College-Career Planning
 - Four Year High School Course Planning Support

9th Grade Connections (continued)

Focused Groups:

Group of students identified before starting at the high school that needed extra social/emotional support for academic success (up to 12 students in a group)

- 5 Groups were formed
- Each group has 2 teachers and 2 School Counselors and/or Student Assistance Counselors in the group
- Will track academic success and then taking this data to shape next year's services

Social/Emotional Support

Goals going forward

- Volunteer day opportunity for all seniors
- Continue to increase support for individual students with mental illness
 - Adding focused 9th grade connection small groups
- Increase awareness and acceptance of mental illness/personal wellness (mind, body, spirit)
- Moving towards a proactive role in helping students with social/emotional problems and mental health issues
- Increase transitional supports for new students

Questions?





MCCAULEY – DEAHL – CARR - KNIGHTON



Student Assistance Counselors

Janessa Carr

Jessica Deahl

Shawn Knighton

Kevin McCauley

Kevin McCauley

- **PREVENTION EFFORTS:**
- **SODA & TRY**

- **STUDENT SUPPORT:**
- School Policy Violations
- Substance Abuse Screenings
(SBIRT & My Life, My Quit)
- Co-Curricular Violations
- Legal Violations
- In-School Suspensions
- Behavior Support
- Community Referrals

- Student Assistance Team



Since 1992

Student Assistance Team

384 Years of Experience on the Team

24 HR HOTLINES

National Suicide Hotline:
9-8-8
(Spanish) 1-888-628-9454
Text Crisis Line:
Text "start" to 741-741
Foundation 2:
1-319-362-2174
Iowa Addictions Hotline:
866-210-1303

NEED ASSISTANCE WITH PERSONAL ISSUES, CONCERNS, OR WORRIED FOR A FRIEND? **HELP IS AVAILABLE**

Reach out **ANYTIME** to the members of the Linn-Mar Student Assistance Team

24 HR HOTLINES

Trevor Project (LGBTQ+):
1-866-488-7386 or
Text "start" to 678-678
Mental Health Hotline:
1-800-662-HELP
Domestic Abuse Hotline:
1-800-799-SAFE
Sexual Assault Hotline:
1-800-656-HOPE



Designed By: Radha Patel
Class of 2025



Jessica Deahl

- Supports students and families on a variety of life issues, particularly mental health related such as anxiety, depression, suicidal ideation, and non-suicidal self-injury.
- Support may take the form of counseling, psychoeducation, or referral.
- Primary partnerships with Foundation 2 Mobile Crisis Outreach and Mercy Family Counseling.
- Mental Health Matters – Student-led group that develops initiatives to increase awareness and lower stigma around mental health.



24 Hour Crisis Lines
988 Suicide Prevention Line
Hello to 741-741 Crisis Text
Start to 678-678 Trevor Text



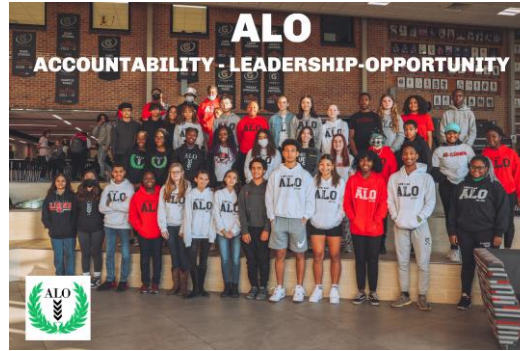
Janessa Carr

Student Support Role

- Drop-out Prevention & Attendance
- Home Visits
- Increase student engagement at school
- Weekly check-ins
- Social, emotional, and familial needs

Increase Student Engagement

- ALO
- Social Justice Club
- Linn-Mar Step Team
- Pep Rally Committee



Linn-Mar Alo is Hosting a Children's Literature Diversity Fair

When: Saturday, January 21st, 2023
Where: Marion Public Library
Time: 10:00am-11:00 am

There will be 4 stations with fun and interactive activities!

Poster made by I MHS student Jenna Butz

Student Engagement = Student Success

Shawn Knighton – Family Resource Specialist

McKinney Vento Homeless

- Determining McKinney Vento Eligibility
- Advocate for students and families.
- Provide transportation supports when needed.
- Discuss barriers and provide support.

Community Based Support

- Food Insecurity Resources
- Mental Health Resources
- Housing Resources
- Basic Need Resources

Winter Data

FAST - Elementary



FAST

Formative Assessment System for Teachers

Universal Screener

Only one piece of data

District

Linn-Mar Comm School District

Screening Weekly Monitoring Monitoring & Intervention Change

13 of 13 schools in progress

Winter 2022-2023 (In progress)

Export

Healthy Indicator #1
K-6 screened

Goal is 95%

Healthy Indicator #3
K-6 at benchmark

Goal is 80%

Linn-Mar Comm School District
10 schools 4,000

99%

75%

Compare

Grant Wood AEA 37,928

97%

68%

Iowa Department of Educa... 265,756

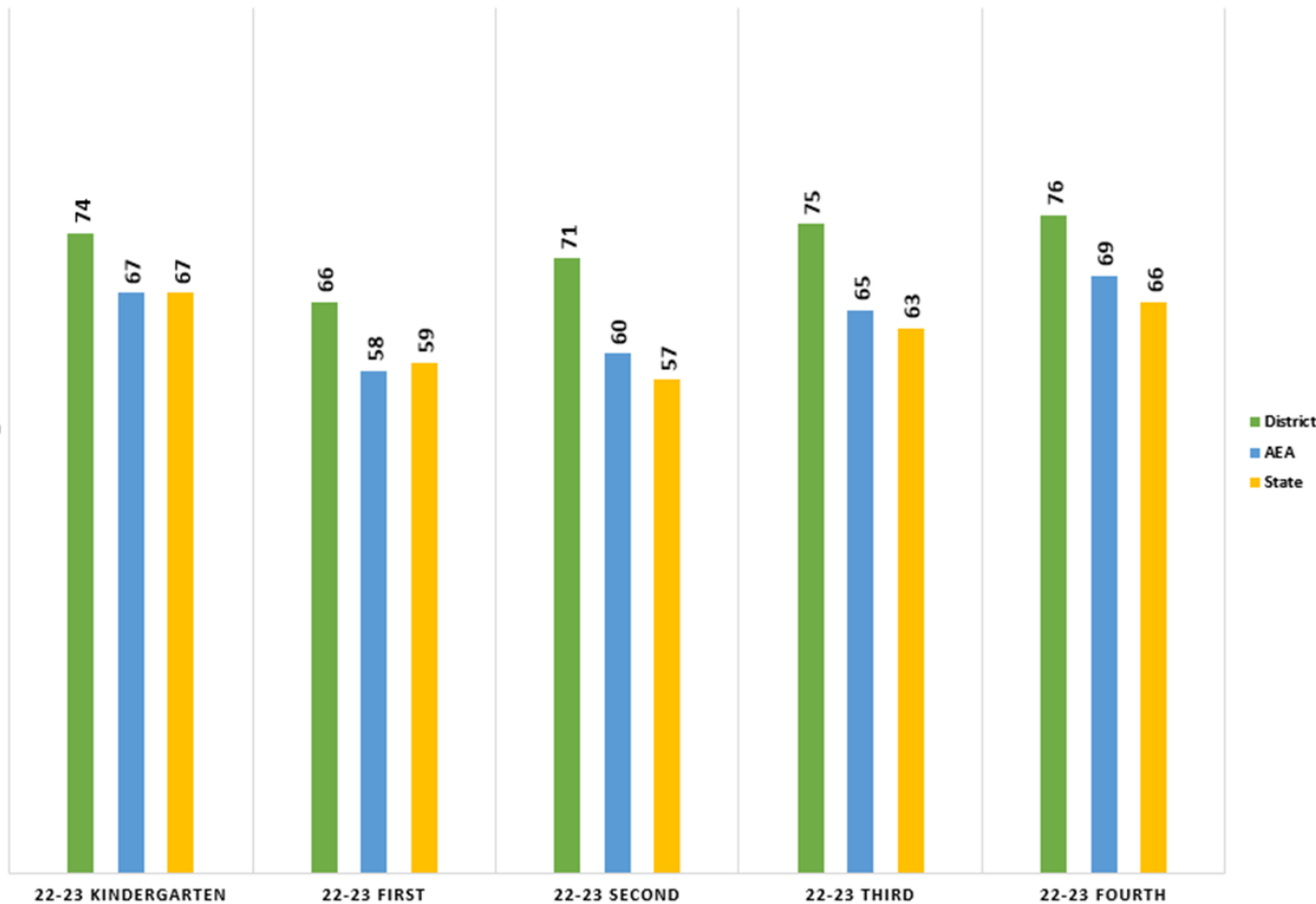
96%

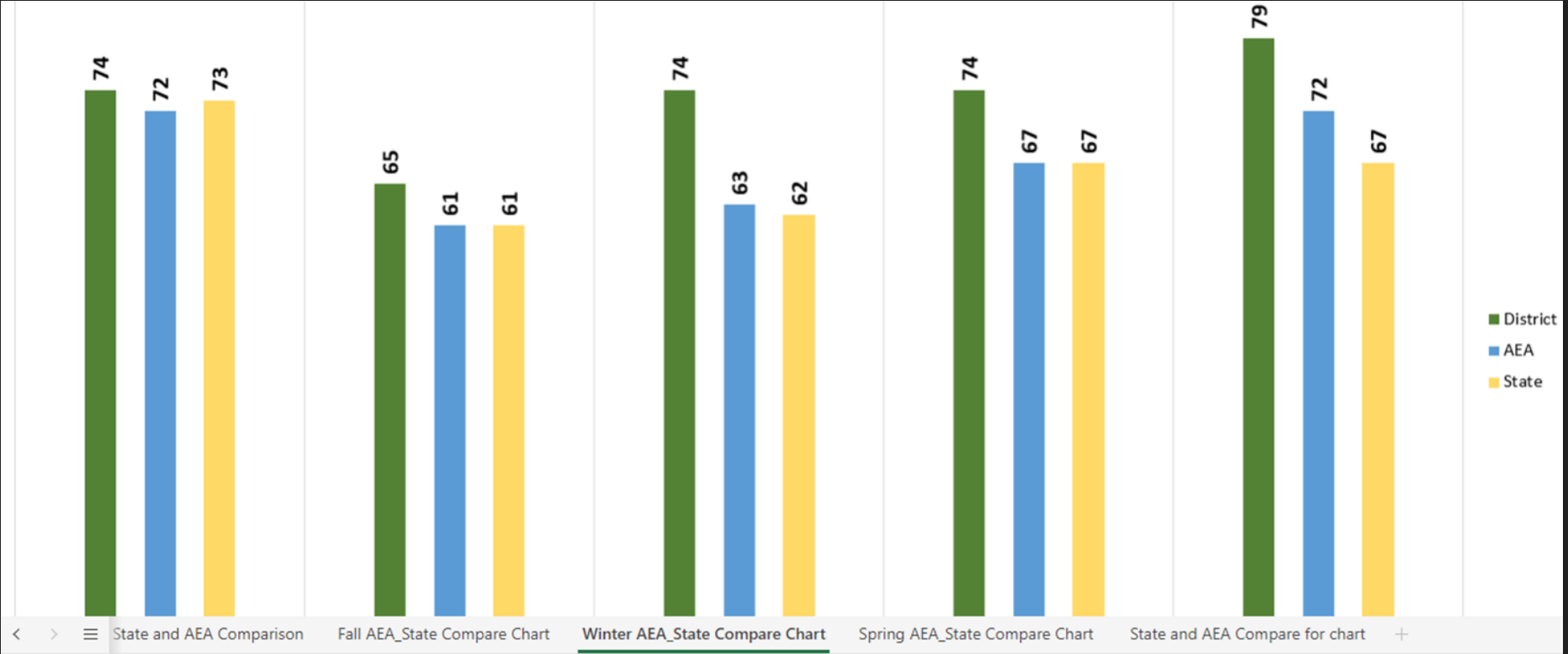
66%

Grade Level

Grade level	Enrollment	Screened	At benchmark
KG	585	99%	74%
1	525	99%	65%
2	556	99%	74%
3	540	99%	74%
4	650	99%	79%
5	568	99%	77%
6	576	98%	78%

FALL DISTRICT - AEA - STATE- FAST COMPARISON BY GRADE





■ District
■ AEA
■ State

Data

Analysis by grade level team

- **Growth**
- **Students moving close to proficiency**
- **Students maintaining proficiency**
- **Adjustments in interventions**

Next Steps

End of year data

STAKEHOLDER SURVEY REPORT

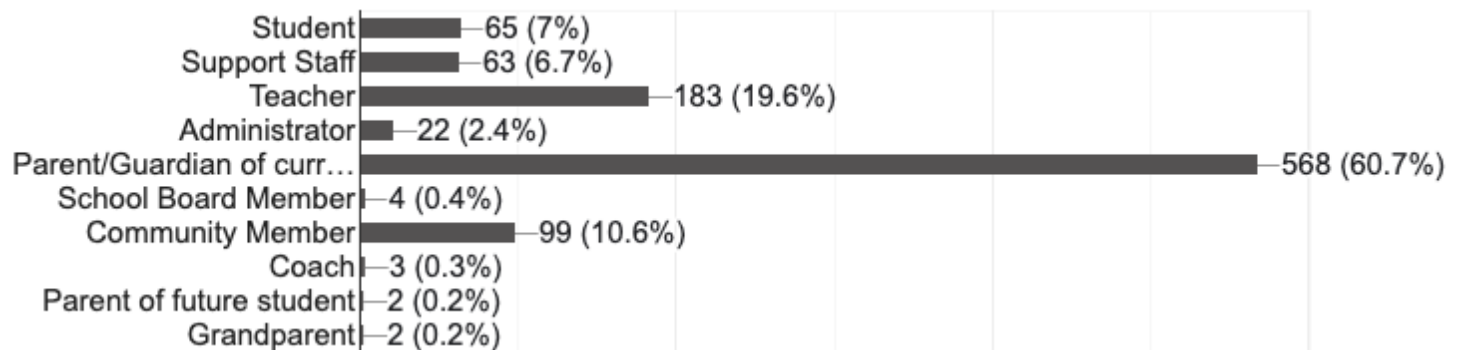
Linn-Mar Community School District



Purpose of the Report

THIS REPORT IS INTENDED TO INFORM THE LINN-MAR COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS ABOUT DESIRED QUALIFICATIONS STAKEHOLDERS HOPE TO HAVE IN THE NEXT SUPERINTENDENT.

The search team from Grundmeyer Leader Services recently conducted a stakeholder survey from January 26, 2023, to February 12, 2023. The survey resulted in 935 total responses from parents, teachers, community members, support staff, students, and others. The feedback from the survey report will be used to guide the hiring process to ensure the next superintendent is a good fit for the district and community.



Strengths for Linn-Mar CSD

- **CLEAR COMMUNICATION**
- **STRONG COMMUNITY SUPPORT**
- **FOCUS ON STUDENT ACHIEVEMENT**
- **STRONG SUPPORT FOR ALL EXTRA CURRICULARS**
- **CARING AND DEDICATED STAFF**
- **STRONG ADMINISTRATION**

Challenging students to their full potential and preparing them for their futures. We have strong athletic and fine arts programs as well.

Clear communication along with high achievement and academic opportunities.

Committed to educating all students and supporting athletic, music and many other interests of the kids.

Community, growth, adaptation/advancement in educational tools and solid extra curriculars.

Connection to the community and community resources; positive, collaborative work both within buildings and across the district

High achievement in academics and extra curriculars; a top-notch music department; Teachers and staff members who care about students and their families; Parents who are actively involved in their children's schools.

Inclusion, strong student support, high level academics, collaborative environment between staff

Strong and effective staff, academic success of students and the variety of programs offered.

Strong teachers and principals, good communication with families and community

The teachers really care about students understanding the materials and doing well in class.

Welcoming environment, strong education so kids are prepared for college or post education employment

Pride in Linn-Mar, inclusive environment, caring and hardworking staff, kids come first

Superintendent Hiring Timeline:

Jan. 26-Feb. 12

Jan 25-Feb 26

March 6

March 10

March 22

Stakeholder Survey open

Application period

Board reviews candidate pool

Board screens candidates

Formal interviews with finalists

Current Challenges for Linn-Mar CSD

- **STAFF RETENTION**
- **STUDENT POPULATION GROWTH**
- **COMMUNICATION WITH STAFF**
- **COMMUNICATION WITH FAMILIES**
- **INCREASED DIVERSITY OF STUDENT POPULATION**

Addressing diversity with hiring and students, competitive pay for associates, support with new curriculum needs
Class sizes and lack of staff. Educators and school staff members are burnt out and overworked (everywhere in the US but we are seeing this at Linn-Mar especially with the amount of growth.) Elementary classes with one teacher to twenty+ 5 and 6 year olds is not great for staff OR students.

Communication from the school board. Getting out in front of problems with the community before they boil over.
Listen to teachers more and support them more, have all board members support our public schools, continue to keep students safe.

Looking for consistency, minimal amount of parent programs/apps. Would like a one stop shop for all things school related.

Meeting the needs of an increasingly diverse student population. Effectively and consistently addressing increasing disciplinary issues. I would also like to see the district not cave in to the views of a small minority of community members on the issue of diversity policy. It is also disheartening to know that one of them is a sitting member of the board.

Communication internally and externally needs to be improved district-wide

Our demographic changes have provided great opportunities for understanding and interaction but has also led to challenges. Our teaching staff does not necessarily reflect our changing student population. How do we all work, learn, and function together when differences exist in many forms within our student and community population?
Overcrowded high school, need more large group performance spaces, distrust between parents and admin, burnt out teachers, large class sizes at HS, mismatch of values, purpose and expectations between parents and school board/admin, lack of consequences for behavior issues, lenient policies for behavior issues, lack of listening to teacher input, admin ignoring teacher burn out and teacher input. The community doesn't realize that Linn-Mar is a large school district; the community still thinks Linn-Mar is a small school district.

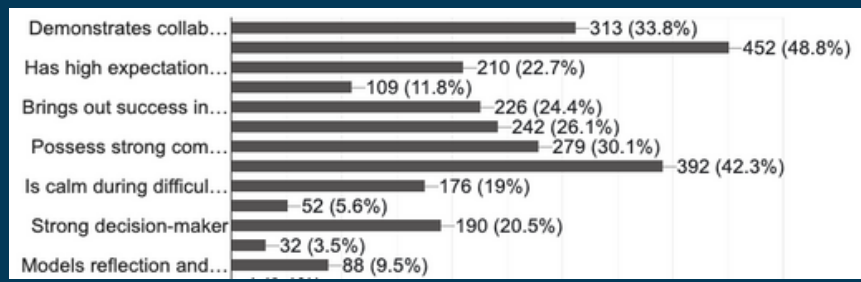
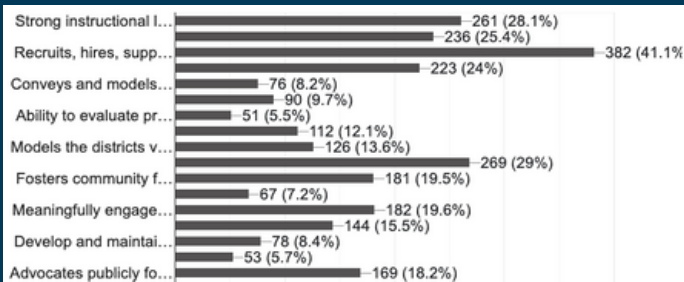
Communication, facilities, Funding, competitive pay for all staff to recruit and retain quality employees

Staffing & general pay for associates within Student Support programs - when shortages occur, Support Teacher (sped teacher) ends up covering/filling in therefore not able to see other students - continuous domino effect.

About the Linn-Mar Community School District

The Linn-Mar Community School District is a public school district in Linn County, Iowa. It features seven elementary schools, two intermediate schools, two junior high schools, and one senior high school.

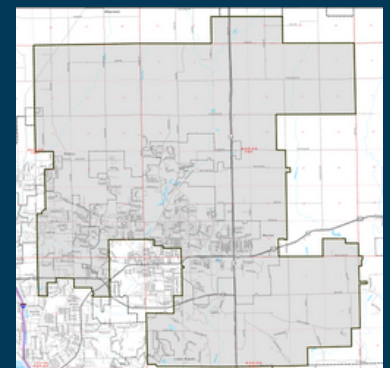
Desired Skills & Qualifications



STAKEHOLDERS PROVIDED INPUT ON THE TOP PERSONAL TRAITS AND PROFESSIONAL SKILLS AND QUALIFICATIONS THEY HOPE TO HAVE IN THE NEXT SUPERINTENDENT, INCLUDING:

- Recruits, hires, supports, develops and retains effective staff
- Has high expectations for themselves and others
- Promotes a community of care and support for students
- Demonstrates ethics and integrity
- Strong instructional leader
- Demonstrates collaborative leadership
- Effectively manages district resources
- Possesses strong communication skills
- Builds community and school relations
- Brings out success in others
- Meaningfully engages with families and community
- Follows through on tasks and responsibilities
- Fosters community for teachers and staff

The Linn-Mar district includes the northern part of Marion, Iowa, an area in Cedar Rapids, part of Robins, and rural areas in the county. The district serves about 7,700 students.



Advice for the Next Linn-Mar CSD Superintendent

A person who is open and honest with the Linn-Mar community. There are many challenges in this community at times. Stand up for what you believe is the best interest of the students and staff.

Be available, be seen, get to know staff, visit classrooms, and increase salaries for student support associates.

Be present, you can't make everyone happy but do what is right for the staff, kids, and education.

It is your responsibility to manage to the success of this district. Therefore, you must be able to manage all individuals and look at what policies and decisions for the district are what is best for the district, the system, and the consensus of the majority of the people involved.

Need for all round development and anchored community engagement for kids in a digital world. Balance of Technology and educational skills.

Please listen to and consider what is best for teachers. We are the ones in the classrooms every day, making Linn-Mar a place where students and families want to be. We are hired to do what is best for students, families, and the community. Listen to us.

Spend quality time in each school, not just on "fun" days, but random days. Do this to see the success in each school as well as the challenges so you best know how to support us. Spend time talking to teachers and staff to build relationships.

Value your leadership team and their talents. Improvements take time, and should be focused on achieving goals of the District's strategic plan. Get to know the leaders in the community, they support the district.

Our community needs to have confidence that public education in the Linn-Mar School District is the best educational choice for students in our area. Proclaim that message loud and clear.

Inspire students and teachers, by example, to reach their potential.

Build strong community relationships to help get the right people to run and sit on our school board. Find a way to overcome staff burn out. Make sure those who work under and around you work as a cohesive team to help promote and support your visions and goals.

For more information about the position itself or the hiring timeline please visit the GLS website at www.grundmeyerleadersearch.com or contact search consultant Dr. Trent Grundmeyer at 515-205-9987 or tgrundmeyer@gmail.com

Updates from the Cabinet

February 20, 2023

Cabinet Members: Assoc. Superintendents Nathan Wear and Bob Read, David Nicholson, (CFO/COO), Karla Christian (Human Resources), Leisa Breitfelder (Student Services), and Jeri Ramos (Technology)

Highlights & Honors



ITEC Honor: Congratulations to Jennie Rickels, Innovation Coach at Oak Ridge Middle School, for receiving the "Rockstar Recognition" from the Iowa Technology & Education Connection.

POMs Honors: Congratulations to Varsity POMs for earning their highest finish ever during the UDA National Dance Team Championships in Orlando, FL. The team was named Pom Silver Medalist among the Large Varsity Schools across the country. The team also placed 6th in Jazz.



Contest Speech Honors: Congratulations to Contest Speech and their coaches (Ann & Kevin Fry, Mary Kilburg, and Lakeysha Hofmeister) for making it to the State competition. The following three teams earned Division 1 ratings during the Large Group Contest:

- One Act Play - *Accused of Comedy*
 - Breann Johnson, Shea Southwood, Timothy Laubach, and William Shaheen
- Varsity Readers Theatre - *About Her*
 - Addison Sleezer, Ellyson Hoffman, George Joyner, Jacob Maurer, Kyra Clay, Melia Bohn, Shea Southwood, and William Shaheen
- Freshman Readers Theatre - *Check Please*
 - Aheli Mustafi, Aria Meyer-Fernandez, Jailyn Moore, and Rylee Thompson

HOSA Honors: Congratulations to the LMHS HOSA Future Health Professionals for competing in the University of Iowa Brain Bee! Diya Patel, Amy Miller, Melissa Wang, and Alesha Kharel advanced to the final round of the top seven competitors. Diya ended up placing seventh and qualified to represent Iowa at the National Brain Bee.

Girls Basketball Honors: Congratulations to the Girls Varsity Basketball Team and their coaches for their recent 65 to 50 victory over Western Dubuque and for placing 11th in the State.



Boys Swim Team Honors: Congratulations to Boys Swimming and Coach Tom Belin for making it to State!

- 3rd Place 50 and 100 Yard Freestyle: Hudson Huberg
- 4th Place 100 Yard Breaststroke: Blake Behrens
- 5th Place 100 Yard Butterfly: Parker Macho
- 8th Place 200 Yard IM: Blake Behrens
- 2nd Place 200 Yard Medley Relay: Parker Macho, Blake Behrens, Colin Taylor, and Hudson Huberg
- 3rd Place 200 Yard Freestyle Relay: Blake Behrens, Ryan Horsey, Colin Taylor, and Hudson Huberg



Boys Wrestling Honors: Congratulations to Boys Wrestling for making it to State! During Districts, the following six team members placed first in their weight class: Malik Debow, Nate Fish, Brayden Parke, Kane Naaktgeboren, Grant Kress, and Tate Naaktgeboren. Also, during Districts, Aiden Ehlinger and Griffin Schultz placed second and Aiden Kiesey and Grant Boddicker placed third.



Community Build Honors: Congratulations to the students that participated in the second Community Build Project. MEDCO spearheads this partnership with Marion Independent Community School District and Linn-Mar to teach hands-on trades skills to students in construction and rehabbing homes. The second project located at 2095 3rd Avenue in Marion has been completed and is now on the market! [Click here to view a short video](#)





CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: 2022 Excelsior Middle School Parking Lot Project

TO (OWNER):

Linn-Mar Community School District
2999 N. 10th Street
Marion, Iowa 52302

CONTRACT FOR: \$1,368,250.00
CHANGE ORDER TOTAL: \$86,617.31
CONTRACT TOTAL: 1,454,867.31

CONTRACT DATE: February 21, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Work performed is removal of the existing parking lot, excavation and grading, subgrade preparation and pavement replacement. A new secondary access connection to Winslow Road which includes tree clearing. The project includes lighting of the new secondary access as well as removal and replacement of existing lighting and electric on site.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

Punchlist Item 4, complete when weather allows

The date of substantial completion shall be the date that the Linn-Mar Community School Board of Education accepts the project by formal Board action.

Contractor

Project Supervisor

Darren Fry
Name

Name

2/17/2023
Date

Date

Formal Board action taken on _____ accepted the project.

Board of Education President _____ Date _____

Board of Education Secretary _____ Date _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

CONTRACTOR: Rathje Construction Co. PO Box 408 Marion, Iowa 52302	PROJECT: Excelsior Parking Lot 2022	APPLICATION NO: 7 RETAINAGE	Distribution to:
			<input type="checkbox"/> OWNER
			<input checked="" type="checkbox"/> ARCHITECT
		PERIOD TO: 12/ 31 /2022	<input type="checkbox"/> CONTRACTOR
SUBCONTRACTOR:			
		PROJECT NO: PO #202203548	
CONTRACT FOR: Excelsior Parking Lot 2022		CONTRACT DATE: 02/21/22	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$ 1,368,250.00
2. Net change by Change Orders	\$ 86,617.31
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 1,454,867.31
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,454,867.31
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$ 0.00
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,454,867.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,382,124
8. CURRENT PAYMENT DUE	\$ 72,743.37
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CONTRACTOR:

By: Mary A Rathje, Inc Date: 2-2-2023

State of: Iowa County of: Linn
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 72,743.37

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Brent W. Jackman Date: 2-16-23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$86,617.31	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$86,617.31	\$0.00
NET CHANGES by Change Order	\$86,617.31	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 7 RETAINAGE

Contractor's signed certification is attached.

APPLICATION DATE: 12/31/22

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/31/22

Use Column I on Contracts where variable retainage for line items may apply.

PURCHASE ORDER NO: 202203548

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	DEMOLITION	\$58,000.00	\$58,000.00	\$0.00	\$0.00	\$58,000.00	100.00%	\$0.00	\$2,900.00
2	EARTHWORK & GRADING	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$2,500.00
3	TOPSOIL RESTORATION	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$1,250.00
4	SUBGRADE PREP & ROCK	\$136,500.00	\$136,500.00	\$0.00	\$0.00	\$136,500.00	100.00%	\$0.00	\$6,825.00
5	STORM SEWER INSTALLATION	\$127,000.00	\$127,000.00	\$0.00	\$0.00	\$127,000.00	100.00%	\$0.00	\$6,350.00
6	SEEDING & EROSION CONTROL	\$48,000.00	\$48,000.00	\$0.00	\$0.00	\$48,000.00	100.00%	\$0.00	\$2,400.00
7	PAVING	\$744,000.00	\$744,000.00	\$0.00	\$0.00	\$744,000.00	100.00%	\$0.00	\$37,200.00
8	PAVEMENT MARKINGS & SIGNS	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100.00%	\$0.00	\$700.00
9	SURVEYING	\$13,500.00	\$13,500.00	\$0.00	\$0.00	\$13,500.00	100.00%	\$0.00	\$675.00
10	ELECTRICAL	\$38,500.00	\$38,500.00	\$0.00	\$0.00	\$38,500.00	100.00%	\$0.00	\$1,925.00
	ALTERNATE NO. 1								
101	EARTHWORK & MASS GRADING	\$12,260.00	\$12,260.00	\$0.00	\$0.00	\$12,260.00	100.00%	\$0.00	\$613.00
102	TOPSOIL RESTORATION	\$1,730.00	\$1,730.00	\$0.00	\$0.00	\$1,730.00	100.00%	\$0.00	\$86.50
103	SUBGRADE PREP & ROCK	\$9,560.00	\$9,560.00	\$0.00	\$0.00	\$9,560.00	100.00%	\$0.00	\$478.00
104	SEEDING & MATTING	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$60.00
105	PAVING	\$56,500.00	\$56,500.00	\$0.00	\$0.00	\$56,500.00	100.00%	\$0.00	\$2,825.00
106	PAVEMENT MARKINGS & SIGNS	\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$2,750.00	100.00%	\$0.00	\$137.50
107	SURVEYING	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100.00%	\$0.00	\$90.00
108	ELECTRICAL	\$10,200.00	\$10,200.00	\$0.00	\$0.00	\$10,200.00	100.00%	\$0.00	\$510.00
	ALTERNATES NO. 2								
201	SUBDRAIN & CLEANOUTS	\$17,750.00	\$17,750.00	\$0.00	\$0.00	\$17,750.00	100.00%	\$0.00	\$887.50
	CHANGE ORDER REQUESTS								
301	CO #1A STORM SEWER,PAVING,COREOUT	\$31,557.53	\$31,557.53	\$0.00	\$0.00	\$31,557.53	100.00%	\$0.00	\$1,577.88
302	CO #1B RELOCATE HYDRANT & COREOUT	\$2,893.73	\$2,893.73	\$0.00	\$0.00	\$2,893.73	100.00%	\$0.00	\$144.69
303	CO #1C REMOVE & ADD LIGHT POLE-VOID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
304	CO #1D STORM SEWER CHANGES	\$5,586.00	\$5,586.00	\$0.00	\$0.00	\$5,586.00	100.00%	\$0.00	\$279.30
305	CO #2A ADDITIONAL PCC SIDEWALK	\$13,624.40	\$13,624.40	\$0.00	\$0.00	\$13,624.40	100.00%	\$0.00	\$681.22
306	CO #2B 12" CORE OUT IN ALT-1 PARKING	\$27,315.00	\$27,315.00	\$0.00	\$0.00	\$27,315.00	100.00%	\$0.00	\$1,365.75
307	CO #2C REVISE RIVER ROCK TO SEED ARE.	\$2,770.00	\$2,770.00	\$0.00	\$0.00	\$2,770.00	100.00%	\$0.00	\$138.50
308	CO #2D LANDSCAPING CHANGES	\$1,220.65	\$1,220.65	\$0.00	\$0.00	\$1,220.65	100.00%	\$0.00	\$61.03
309	Co #3 ADDITIONAL SEEDING AREAS	\$1,650.00	\$1,650.00	\$0.00	\$0.00	\$1,650.00	100.00%	\$0.00	\$82.50
	GRAND TOTALS	\$1,454,867.31	\$1,454,867.31	\$0.00	\$0.00	\$1,454,867.31	100.00%	\$0.00	\$72,743.37

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Policy Series 400 – Staff/Personnel Licensed Personnel



Policy 401.5 Licensed Personnel Professional Development

To advance student achievement, the school board encourages staff learning and professional development as part of a professional learning community. Therefore, the school board expects licensed personnel to participate in staff development and professional growth activities to maintain, develop, and extend their skills.

Staff development activities include workshops or courses in which the focus of the learning aligns with the educational goals of the district's Strategic Plan, comprehensive school improvement goals, building improvement goals, and instructional goals of the district. Staff development activities which occur during contract time are not eligible for advancement on the salary schedule.

Professional growth activities are structured learning workshops or courses that advance the skills, knowledge, or practice of the employee in which participation is solely the employee's choice. Professional growth attained through coursework may lead to an advanced degree. Professional growth workshops or courses eligible for salary advancement must occur outside the contract day.

If the employee is compensated by the district for expenses, including tuition or registration, related to participation in a staff development or professional growth workshop or course, that workshop or course is not eligible for advancement on the salary schedule.

Requests for attendance or participation in a staff development or professional growth workshops or courses during the contract day other than those programs sponsored by the district shall be made to the superintendent [or designee] in writing. Approval by the superintendent [or designee] must be obtained prior to attendance in the selected workshop or course **when the attendance would result in the licensed employee being excused from their duties or when the district pays the expenses for the program.**

The superintendent [or designee] will have discretion to allow or disallow the licensed personnel to attend or participate in the requested event. When making this determination, the superintendent [or designee] will consider the value of the program for the licensed employee and the district; the effect of the licensed employee's absence on the education program, district operations, and the district's budget; as well as other factors deemed relevant in the judgment of the superintendent [or designee].

Adopted: 8/89

Reviewed: 1/11; 12/11; 4/13; 9/14; 12/16; 4/20

Revised: 11/05

Related Policy: 401.14

Legal Reference (Code of Iowa): §279.8, .74; 281 IAC 12.7; 83.6

IASB Reference: 408.1

Mandatory Policy

Policy 401.15 Child Abuse Reporting by Licensed Personnel

The compliance with state law and to provide protection to victims of child abuse, the school board believes incidents of alleged child abuse should be reported to the proper authorities. All licensed school employees, nurses, teachers, coaches, and paraeducators are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

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

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse **and dependent adult abuse or** submit evidence they've taken the course within the previous three years. **After July 1, 2019, employees who have previously taken mandatory reporter training will be required to take the two-hour training course before the expiration of their current training certificate.**

Once the training course has been taken, the certificate will remain valid for three years. Employees who have taken the **post-July 1, 2019**, two-hour training course will take the one-hour follow up training course every three years and prior to the expiration of their certificate.

~~The superintendent is responsible for drafting administrative regulations to implement this policy.~~

Adopted: 7/79

Reviewed: 1/11; 12/11; 4/13

Revised: 9/14; 12/16; 4/20; 10/22

Related Policy: 401.15-R; 505.52; 505.52-R

Legal Reference (Code of Iowa): §§ 232.67-77; 232A; 235A; 280.17; 441 IAC 9.2; 155; 175

IASB Reference: 402.2, 402.3

Policy 502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs

The board prohibits the distribution, dispensing, manufacturing, possession, use, or being under the influence of alcohol, tobacco/nicotine, or other controlled substances; as well as look-alike substances that appear to be alcohol, tobacco/nicotine (ex: vaping, e-cigarettes, JUUL-like vaping devices, etc.), or other controlled substances (ex: **schedule I; schedule II-V drugs without a valid prescription**) by students while on school district property or on property within the jurisdiction of the school district; while on school-owned/operated vehicles or chartered vehicles, or while attending or engaged in school activities away from school grounds.

The board believes such illegal, unauthorized, or contraband materials generally cause material and substantial disruption to the school environment and present a threat to the health and safety of students, employees, and visitors.

The distribution, dispensing, manufacturing, use, purchase, or possession of cigarettes, tobacco/nicotine, or other tobacco products for those under the age of 18 are in violation of federal state, and local laws and may be reported to the law enforcement authorities.

The distribution, dispensing, manufacturing, use, purchase, possession, or being under the influence of alcohol and other controlled substances or drugs not prescribed to the user or distributor (ex: schedule I; schedule II-V drugs) are in violation of federal state, and local laws and may also be reported to the law enforcement authorities.

Violation of this policy by students will result in disciplinary action including suspension or expulsion **and a referral for substance abuse evaluation by a licensed substance abuse professional**. Students who violate the terms of this policy may also be required to satisfactorily complete a substance abuse assistance or rehabilitation program. If the student fails to satisfactorily complete such program, they may also be subject to discipline including suspension or expulsion.

It is the responsibility of the superintendent, in conjunction with principals to develop administrative regulations regarding this policy.

Adopted: 6/70

Reviewed: 3/12; 10/14; 10/17; 9/20

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

Related Policy: 502.1; 502.2; 502.2-R; 502.3-R; 502.4; 1004.3

Legal Reference (Code of Iowa): §§ 123; 123.46; 279.8-9; 453A; 281 IAC 12.3(6), .5(3)(e), .5(4)(e), .5(5)(e)

IASB Reference: 502.7

Mandatory Policy

Policy 504 Student Health Services

Health services are an integral part of comprehensive school improvement, assisting all students to increase learning, achievement, and performance. Health services coordinate and support existing programs to assist each student in achievement of an optimal state of physical, mental, and social wellbeing. Student health services ensure continuity and create linkages between school, home, and community service providers. The school district's School Improvement Plan, needs, and resources determines the linkages.

Except in emergent care situations or child abuse assessments, the district will not administer invasive physical examinations or health screenings of a student that are not required by state or federal law without first obtaining the written consent of the student's parent or guardian.

- Emergency care situations means a sudden or unforeseen occurrence of onset of a medical or behavioral condition that could result in serious injury or harm to a student or others in the event immediate medical attention is not provided. Emergent care situations include the need to screen a student or others for symptoms or exposures during an outbreak or public health event of concern as designated by the Department of Public Health.
- Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body; but does not include a hearing, vision, or scoliosis screenings.
- Student health screening means an intentionally planned, periodic process to identify if students may be at risk for a health concern and to determine if a referral for an in-depth assessment is needed to consider appropriate health services. Student health screening does not include an episodic, individual screening done in accordance with professional licensed practice.

The superintendent [or designee] in conjunction with the school nurses will develop administrative regulations regarding this policy. The superintendent [or designee] will provide a written report on the role of health services in the education program to the board on an annual basis.

Adopted: 2/21

Reviewed:

Revised:

Related Policy: 504.1 thru 504.12

Legal Reference (Code of Iowa): §§ 22.7; 139A.3, .8, .21; 143.1; 152; 256.7(24), .11; 279; 280.23; 281 IAC 12.3(4), (7), (11); 12.4(12); 12.8;

282 IAC 22; 641 IAC 7; 655 IAC 6

IASB Reference: 607.2

Mandatory Policy

Policy 504.31 Administration of Medication to Students

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

Medications will not be administered without signed and dated authorization from the parent/legal guardian requesting medication administration. Medication must be contained in the original pharmacy or manufacturer bottle. The pharmacy bottle must be labeled with the student's name, name of medication, dosage, time of day, and duration it should be given. Manufacturer bottles must include dosage instructions. A record of medication administration must be kept for each student receiving medication including the date; student's name; prescriber or person authorizing administration; medication and its dosage; name, signature, and title of the person administering the medication; time and method of administration; and any unusual circumstances or omissions. Natural remedies and supplements not approved by the Federal Drug Administration (FDA), including essential oils and CBD, will not be administered at school. Administration of medication records will be kept confidential. Protocols for administration of emergency medication will be posted. Administration of medication may also occur consistent with Policy 504.32 Stock Prescription Medication Supply.

When administration of medication requires ongoing professional health judgement, an Individual Health Plan (IHP) will be developed by an authorized practitioner with the student and the student's parent/legal guardian.

A physician's/dentist's signature is required for preschool through 4th grade students before any non-prescription medication will be given. Students in grades 5-12 with signed and dated authorization from the parent/legal guardian 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 5-12 must be supplied by a parent/legal guardian. The parent/legal guardian must supply any medications in liquid or chewable form or that differ from the standard dose the district supplies.

Persons administering medication will 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 a person who has successfully completed an administration of medication course reviewed by State Department of Health. Medications will be stored in a secured area unless an alternate provision is documented.

In accordance with the Code of Iowa, ~~Section 280.16 and amended by Senate File 462 (SF 462)~~, a student with asthma, ~~or other~~ airway-constricting diseases, respiratory distress, or

students with a risk of anaphylaxis who use epinephrine auto-injectors, may possess and self-administer their medication with the signed and dated approval of their parent/legal guardian and prescribing, licensed health care professional while at school or 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 will 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] will be responsible in conjunction with the school nurses to develop rules and regulations governing the administration of medications, prescription and non-prescription, to students. Each student will be provided with the requirements for administration of medication at school.

Disposal of unused, discontinued/recalled, or expired medication will be in compliance with federal and state laws. Prior to disposal, school personnel will make a reasonable attempt to return medications. Medications that have expired, been discontinued, or remain unused will need to be picked up. If medications are not picked up by the date specified, disposal will be in accordance with the disposal procedures for the specific category of medication.

Adopted: 5/91

Reviewed: 4/11; 7/13; 10/14; 12/20

Revised: 4/12; 4/16; 10/17; 4/18; 6/20; 8/21

Related Policy: 504.31-E1-E2; 504.32

Legal Reference (Code of Iowa): §§ 124.101(1); 147.107; 152.1; 155A.4(2); 280.16; 280.23; 655 IAC §6.2(152)

IASB Reference: 507.2

Mandatory Policy

**Authorization – Asthma, ~~or Other~~ Airway Constricting, or Respiratory Distress
Disease Medication ~~or Epinephrine Auto-Injector~~ Self-Administration Consent Form**

Student Name: _____ **Grade:** _____

Medication: _____ **Dosage:** _____

Purpose for Medication (Health Condition): _____

The following must occur for a student to self-administer asthma **medications, bronchodilator canisters or spacers**, or other airway constricting disease medications OR for a student with a risk of anaphylaxis to self-administer an epinephrine auto-injector:

- a. The parent/guardian provides a signed/dated copy of the authorization consent form for student medication self-administration;
- b. The parent/guardian provides a written statement from the student's licensed healthcare provider (*A person licensed under Chapter 148 to practice medicine and surgery OR osteopathic medicine and surgery; an advanced registered nurse practitioner licensed under Chapter 152 or 152E and registered with the Board of Nursing; or a physician's assistant licensed to practice under the supervision of a physician as authorized in Chapters 147 and 148C*) containing the following:
 1. Name and purpose of the medication or epinephrine auto-injector;
 2. Prescribed dosage; and
 3. Times or special circumstances under which the medication or epinephrine auto-injector is to be administered.
- c. The medication is in the original labeled container as dispensed or in the manufacturer's labeled container that includes the student's name, name of the medication, directions for use, and date; and
- d. Authorization is renewed annually. In addition, if any changes occur in the medication, dosage or time of administration, the parent/guardian is to notify school health personnel immediately. The authorization will be reviewed as soon as practical.

Provided the above requirements are fulfilled, the school will permit the self-administration of medications by a student with asthma, **respiratory distress**, or other airway constricting diseases or the use of an epinephrine auto-injector by a student with a risk of anaphylaxis while in school, at school-sponsored activities, under the supervision of school personnel, and before/after normal school activities such as while attending before/after-school care on school-operated property. If the student abuses the self-administration policy, the ability to self-administer may be withdrawn by the school or discipline may be imposed after notification is provided to the student's parent/guardian.

Pursuant to state law, the district and its employees are to incur no liability, except for gross negligence, as a result of injury arising from self-administration of medication or use of an epinephrine auto-injector by the student. The parent/guardian of the student will sign a statement acknowledging that the district is to incur no liability, except for gross negligence, as a result of self-administration of medication or an epinephrine auto-injector by the student; as provided by law.

PRESCRIBER INFORMATION

Medication: _____ **Dosage:** _____

Purpose for Medication (Health Condition): _____

Administration Instructions: _____

Special Circumstances: _____

Discontinue/Re-Evaluate/Follow-Up Date: _____

Prescriber's Signature: _____ **Date:** _____

Printed Name/Title: _____

Address: _____

Emergency Phone Number: _____

PARENT/GUARDIAN AUTHORIZATION

1. I request the above-named student possess and self-administer asthma **medications, bronchodilator canisters or spacers**, or other airway constricting disease medications and/or an epinephrine auto-injector at school and/or during school activities according to the authorization and instructions stated herein;
2. I understand the district and its employees, acting reasonably and in good faith, will incur no liability for any improper use of medications or an epinephrine auto-injector or for supervising, monitoring, or interfering with a student's self-administration of medication or use of an epinephrine auto-injector. I acknowledge that the district will incur no liability, except for gross negligence, as a result of self-administration of medications or use of an epinephrine auto-injector by the student;
3. I agree to coordinate and work with school personnel and notify them when questions arise or relevant conditions change;
4. I agree to provide safe delivery of medications and equipment to/from school and to pick up any remaining medications and equipment;
5. I agree that the information being shared with school personnel is in accordance with the Family Educational Rights and Privacy Act (FERPA) and any other applicable laws;
6. I agree to provide the school with the back-up medications approved on this form; and
7. I agree that the student will maintain their own self-administration records.

Parent/Guardian Signature: _____ **Date:** _____

Address: _____

Home Phone: _____ **Cell#:** _____ **Work#:** _____

Additional Self-Administration Information: _____

Policy 504.32 Stock ~~Epinephrine Auto-Injector~~ Prescription Medication Supply

The Linn-Mar Community School District seeks to provide a safe environment for students, staff, and visitors who are at risk of **potentially life-threatening incidents including** severe allergic reactions, **respiratory distress, and opioid overdose**. Therefore, it is the policy of the district to annually obtain a prescription for epinephrine auto-injectors, **bronchodilator canisters and spacers, and opioid antagonists** from a licensed health care professional, in the name of the school district, for administration by a school nurse or ~~trained and authorized personnel to~~ **personnel trained and authorized to administer to** a student or individual who may be experiencing an anaphylactic reaction, **respiratory distress, or acute opioid overdose**.

Procurement and Maintenance of Supply: The district will stock a minimum of **the following for each attendance center:**

- a) One pediatric dose and one adult dose epinephrine auto-injector; ~~in each school building.~~
- b) **One pediatric and one adult dose bronchodilator canister or spacer; and**
- c) **One dose of opioid antagonist.**

The supply of such ~~auto-injectors~~ **medications** will be maintained in a secure, dark, temperature-controlled location in each school building.

The school nurse or trained and authorized personnel will routinely check the ~~stocked epinephrine auto-injectors~~ **stock of medications** and document in a log on a monthly basis:

1. The expiration date;
2. Any visualized particles, or
3. Any color change.

The school nurse or trained and authorized personnel will be responsible for ensuring the district replaces, as soon as reasonably possible, any logged epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** that is used, close to expiration, discolored, or has particles visible in the liquid.

Training: A school nurse or trained and authorized personnel may provide or administer ~~an epinephrine auto-injector~~ **any of the medications listed in this policy** from a school supply to a student or individual if ~~they~~ **the authorized personnel or school nurse**, reasonably and in good faith, believes the student or individual is having an anaphylactic reaction, **respiratory distress, or opioid overdose**. Training to obtain a signed certificate to become personnel authorized to administer an epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** will consist of the requirements established by law.

Authorized personnel will be required to provide a procedural skills demonstration to the school nurse demonstrating competency in the administration of stock epinephrine auto-

injectors, **bronchodilator canisters or spacers, or opioid antagonists** to retain authorization to administer ~~stock epinephrine auto-injectors~~ **these medications** if the following occur:

- a. Failure to administer an epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** to a student or individual by proper route, failure to administer the correct dosage, or failure to administer an epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** according to generally accepted standards of practice (“medication error”); or
- b. Accidental injection of an epinephrine auto-injector **or opioid antagonist** into a digit of the authorized personnel administering the medication (“medication incident”).

Reporting: The district will contact emergency medical services (911) immediately after a stock epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** is administered to a student or individual. The school nurse or authorized personnel will remain with the student or individual until emergency medical services arrive.

Within 48 hours, the district will report the following to the Iowa Department of Education:

1. Each medication incident with the administration of stock epinephrine; **bronchodilator canister or spacer, or opioid antagonist**;
2. Each medication error with the administration of stock epinephrine, **bronchodilator canister or spacer, or opioid antagonist**; or
3. Administration of a stock epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist**.

As provided by law, the district, board, authorized personnel or school nurse, and the prescriber shall not be liable for any injury arising from the provision, administration, failure to administer, or assistance in the administration of an epinephrine auto-injector, **bronchodilator canister or spacer, or opioid antagonist** provided they acted reasonably and in good faith.

The superintendent [or designee] may develop an administrative process to implement this policy.

Adopted: 4/16

Reviewed: 11/17; 12/20

Revised:

Related Policy: 504.31; 504.31-E1-E2

Legal Reference (Code of Iowa): §§ 135.185, .190; 279.8; 281 IAC 14.3

IASB Reference: 804.5

Policy 601.3 School Day

The student school day for grades kindergarten through 12 will consist of a minimum of 6 hours and 45 minutes, including the lunch period. The school day consists of the schedule of class instruction and class activities as established and sponsored by the school district. Time during which students are released from school for parent/teacher conferences may be counted as part of the students' instructional time. The minimum school day will meet the requirements as established for the operation of accredited schools.

The school district may also record a day of school with less than the minimum instructional hours if the total hours of instructional time for grades 1 through 12 in any five consecutive school days equals a minimum of 30 hours. For any one day of school to be less than the minimum instructional hours it must be used for either staff development opportunities provided for the instructional staff or parent/teacher conferences scheduled beyond the regular school day. Schedule revisions and changes in time allotments will be made by the superintendent [or designee].

When school is forced to close due to weather or other emergencies, the part of the day during which school was in session will constitute a school day. The superintendent [or designee] will create administrative regulations necessary to utilize any remote learning opportunities that are available and permitted by law during the period of closure. ~~Remote learning opportunities will count toward instructional time requirements as allowed by law. During the time of remote learning student attendance will be taken, assessments may be administered, and grades will count toward the students' cumulative grade point averages.~~ The provision of special education and accommodations for students who have Individualized Education Programs (IEPs) or Section 504 Plans during periods of closure will be determined by each respective IEP or Section 504 team.

It is the responsibility of the superintendent [or designee] to inform the board annually of the length of the school day.

Adopted: 6/70

Reviewed: 1/10; 6/11; 6/12; 9/13; 1/18; 2/21

Revised: 4/15; 9/20

Legal Reference (Code of Iowa): § 256.7(3)(21)(32); 279.8, .10; 281 IAC 12.1(1), .1(7-10)

IASB Reference: 601.2

Policy 602.10 Curriculum Development

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 and 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; and
- Improves classroom instruction.

The superintendent [or designee] is responsible for the curriculum development process 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 students 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;
- Communicate with internal and external publics regarding the content area;
- Involve staff, parents, students, and community in curriculum development decisions;
- Verify integration of local, state, and/or federal mandates;
- 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; and
- **Align annual improvement goals with needs assessment information.**

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 curriculums 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 school 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; 1/18; 2/21

Revised: 7/12; 4/20

Related Policy: 600.1-2; 602.11-13

Legal Reference (Code of Iowa): §§ 216.9; 256.7; 279.8, .74; 280.3; 281 IAC 12.5, .8

IASB Reference: 602.1

Mandatory Policy

Policy 602.11 Curriculum Implementation

Implementation refers to what actually happens in practice as compared to what was intended to happen. Curriculum implementation includes the provision of organized assistance to staff in order to ensure that the newly developed curriculum and the most powerful instructional strategies are actually delivered at the classroom level.

There are three components of any implementation effort that must be present to guarantee the planned changes in curriculum and instruction succeed as intended:

1. Understanding the conceptual framework of the content/discipline being implemented;
2. Organized assistance to understand the theory, observation of exemplary demonstrations, have opportunities to practice, and receive coaching and feedback focused on the most powerful instructional strategies to deliver the content at the classroom level; and
3. Consistency of effort to ensure all students at each grade level receive the instructional content.

The superintendent [or designee] is responsible for curriculum implementation and for determining the most effective way of providing organized assistance and monitoring the level of implementation. A curriculum framework will describe the processes and procedures that will be followed to assist all staff in developing the knowledge and skills necessary to successfully implement the developed curriculum in each content area. This framework will, at a minimum, describe the processes and procedures for the following curriculum implementation activities to:

- Study and identify the best instructional practices and materials to deliver the content;
- Describe procedures for the selection of instructional materials and resources (Refer to Policy 602.27-R1);
- Identify/develop exemplars that demonstrate the learning behaviors, teaching, and learning environment to deliver the content;
- Study the current status of instruction in the content area (how teachers are teaching);
- Compare the desired and present delivery system, identify differences (gap analysis), and develop a plan for addressing the differences;
- Organize staff into collaborative study teams to support their learning and implementation efforts (address the gaps);
- Provide ongoing professional development related to instructional strategies and materials that focuses on theory, demonstration, practice, and feedback;
- Regularly monitor and assess the level of implementation;
- Communicate with internal and external publics regarding curriculum implementation;
- Involve staff, parents, students, and community members in curriculum implementation decisions; and
- **Provide professional development to staff to support effective curriculum implementation.**

It is the responsibility of the superintendent [or designee] to keep the school board apprised of curriculum implementation activities, progress of each content area related to curriculum

implementation activities, and to develop administrative regulations for curriculum implementation including recommendations to the board.

Adopted: 7/03

Reviewed: 6/11; 6/12; 10/13; 4/15; 1/18; 2/21

Revised: 12/09

Related Policy: 101.1; 600.1; 602.10; 602.12

Legal Reference (Code of Iowa): §§ 216.9; 256.7; 279.8, .74; 280.3; 281 IAC 12.8

IASB Reference: 602.2

Mandatory Policy

Policy 602.27 Selection of Instructional Materials

The board recognizes that the selection of instructional materials is a vital component of the school district's curriculum. The board has sole discretion to approve instructional materials for the district. The board delegates its authority to determine which instructional materials will be utilized and purchased by the district to licensed employees. The licensed employees will work closely together to ensure vertical and horizontal articulation of instructional and library materials in the education program

The superintendent may appoint an ad hoc committee ~~to assist the licensed employees in for the selection of~~ selecting instructional materials. The committee may be composed of any of the following groups of stakeholders: school district employees, parents, students, community members, or representatives of community groups.

In reviewing current instructional materials for continued use and in selecting additional instructional materials, licensed employees will consider the current and future needs of the district as well as the changes and the trends in education and society. It is the responsibility of the superintendent [or designee] to report to the school board the action taken by the selection committee.

In making its recommendations to the superintendent, the licensed employees will select materials which:

- Support the educational philosophy, goals, and objectives of the district;
- Meet high standards of quality in factual content and presentation;
- Consider the needs, age, and maturity of students;
- Are within the school district's budget;
- Foster respect and appreciation for cultural diversity and difference of opinion;
- Stimulate growth in factual knowledge and literary appreciation;
- Encourage students to become decision-makers, to exercise freedom of thought, and to make independent judgment through the examination and evaluation of relevant information, evidence, and differing viewpoints;
- Portray the variety of careers, roles, and lifestyles open to all people; and
- Increase an awareness of the rights, duties, and responsibilities of each member of a multicultural society.

In the case of textbooks, the school board will make the final decision after a recommendation from the superintendent [or designee]. The criteria stated above for selection of instructional materials will also apply to the selection of textbooks. The superintendent may appoint licensed employees to assist in the selections of textbooks.

Gifts of instructional materials must meet these criteria stated above for the selection of instructional materials. The gift must be received in compliance with *Policy 802.7 Gifts, Grants, and Bequests*.

The superintendent [or designee] will establish additional criteria to guide the selection of instructional materials through administrative regulation, ensuring alignment with educational goals.

Adopted: 12/73

Reviewed: 6/11; 6/12; 9/13; 1/18; 2/21

Revised: 4/15

Related Policy: 602.10-13; 602.27-R

Legal Reference (Code of Iowa): 279.8, .74; 280.14; 301; 281 IAC 12.3(12)

IASB Reference: 605.1 Option II

Mandatory Policy

Policy 602.27-R Administrative Regulations Regarding Selection of Instructional Materials

Responsibility for Selection of Instructional Materials

1. The board is responsible for materials relating to the district's instructional program.
2. The responsibility for the selection of instructional materials is delegated to the professionally trained and licensed employees of the school system. ~~For the purpose of this rule the term "instructional materials" includes printed and multimedia materials (not equipment), whether considered text materials or library materials. The board retains the final authority for the approval of textbooks.~~
3. While selection of materials may involve many people including administrators, teachers, teacher-librarians, students, parents, and community members, the responsibility for coordinating the selection of most instructional materials and making the recommendation for the purchase rests with licensed employees including teacher-librarian selection of materials for school libraries.
4. Responsibility for coordinating the selection of instructional materials for distribution to classes will rest with the licensed employees, administrators, and superintendent. ~~For the purpose of this rule the term "instructional materials" includes textbooks and other printed and non-printed materials provided in multiple copies for use of a total class or major segment of a class.~~
5. If the superintendent appoints an ad hoc committee to make recommendations on the selection of instructional materials, the ad hoc committee is formed and appointed in compliance with *Policy 203.8 Ad Hoc Committees*.
 - a. The superintendent will inform the committee of their role and responsibilities.
 - b. The following, or similar, statement is to be given to the ad hoc committee members:

*Bear in mind the principles of the freedom to learn and to read and base your decisions on these broad principles rather than on defense of individual materials. Freedom of inquiry is vital to education in a democracy. Study thoroughly all materials referred to you and read available reviews. The general acceptance of the materials should be checked by consulting standard evaluation aids and local holdings in other schools. Passages or parts should not be pulled out of context. The values and faults should be weighed against each other, and the opinions based on the material as a whole. **In the event material is challenged**, your report, presenting both majority and minority opinions, will be presented by the principal to the complainant at the conclusion of our discussion of the questioned materials.*

Materials Selected for Use in Libraries and Classrooms will Meet these Guidelines:

1. Religion: Materials will represent ~~the major~~ **any** religions in a factual, unbiased manner. The primary source material of ~~the major~~ religions is considered appropriate, but material which advocates rather than informs or is designed to sway reader judgment regarding religion will not be included in school libraries or classrooms.
2. Racism: Materials will present a diversity of race, custom, culture, and belief as a positive aspect of the nation's and world's heritage and give candid treatment to

unresolved intercultural problems including those which involve prejudice, discrimination, and the undesirable consequences of withholding rights, freedom, or respect of an individual.

3. Sexism: Materials will reflect sensitivity to the needs, rights, traits, and aspirations of ~~persons~~ individuals without preference or bias.
4. Age: Materials will recognize the diverse contributions of various age groups and portray the continuing contributions of maturing members of society.
5. Ideology: Materials will present basic primary and factual information on an ideology or philosophy of government which exerts or has exerted a strong force, either favorably or unfavorably, over civilization or society, past, or present. The materials will not be selected with the intention to sway reader judgment and is related to the maturity level of the intended audience.
6. Profanity and Sex: Materials are subjected to a test of literary merit and reality by the teacher-librarians and licensed employees who will take into consideration their reading of public and community standards of morality.
7. Materials regarding controversial issues will be directed toward maintaining a balanced collection representing various views.

The selection decision should be made on the basis of whether the materials present an accurate representation of society and culture, whether the circumstances depicted are realistically portrayed, or whether the materials have literary or social value when viewed as a whole.

These guidelines will not be construed in such a manner as to preclude materials which accurately represent the customs, morals, manners, culture, or society of a different time or a different place.

Procedures for Selection

Materials purchased for libraries and classrooms are recommended for purchase by licensed employees in consultation with administrators, teacher-librarians, students, or an ad hoc committee as appointed by the superintendent. The materials recommended for purchase are approved by the appropriate administrator.

1. The materials selected will support stated objectives and goals of the district.

Specifically, the goals are:

- To acquire materials and provide service consistent with the demands of the curriculum;
- To develop student skills and resourcefulness in the use of libraries and learning resources;
- To effectively guide and counsel students in the selection and use of materials and libraries;
- To foster wide range of significant interests in students;
- To provide opportunities for aesthetic experiences and development of an appreciation of the fine arts;
- To provide materials to motivate students to examine their own attitudes and behaviors and comprehend their own duties and responsibilities as citizens in a pluralistic democracy;
- To encourage life-long education through the use of the library; and

- To work cooperatively and constructively with the instructional staff and administrators in the school and district.
2. Materials selected are consistent with stated principles of selection which are:
- To select materials within established standards which will meet the goals and objectives of the district;
 - To consider the educational characteristics of the community in the selection of materials within a given category;
 - To present the sexual, racial, religious, and ethnic groups in the community by:
 - Portraying people, adults and children, whatever their ethnic, religious, or social class identity as human and recognizable displaying a familiar range of emotions, both negative and positive.
 - Placing no constraints on individual aspirations and opportunity.
 - Giving comprehensive, accurate, and balanced representation to minority groups and women in art, science, history, literature, and in all other fields of life and culture.
 - Providing abundant recognition of minority groups and women by frequently showing them in positions of leadership and authority.
 - To intelligently, quickly, and effectively anticipate and meet needs through awareness of subjects of local, national, and international interest and significance; and
 - To strive for impartiality in the selection process.
3. Materials selected will meet stated selection criteria which are:
- Authority/Author's Qualifications: Education, experience, and previously published works;
 - Reliability:
 - Accuracy: Meaningful organization and emphasis on content, meets the material's goals and objectives, and presents authoritative and realistic factual material.
 - Current: Presentation of content which is consistent with the finding of recent and authoritative research.
 - Treatment of Subject: Shows an objective reflection for the multi-ethnic character and cultural diversity of society.
 - Language:
 - Vocabulary:
 - Does not indicate bias by the use of words which may result in negative value judgments about groups of people without meaning of context; and
 - Does not use "man" or similar limiting word usage in generalizations or ambiguities which may cause ~~women~~ others to feel excluded or dehumanized.
 - Compatible to the reading level range of the students for whom it is intended.
 - Format:
 - Books:
 - Adequate and accurate index;
 - Paper of good quality and color;

- Print adequate and well-spaced;
 - Adequate margins;
 - Firmly bound; and
 - Cost.
- Non-Books:
 - Flexibility and adaptability;
 - Curricular orientation of significant interest to students;
 - Appropriate for audience;
 - Accurate, authoritative presentation;
 - Good production qualities (fidelity and aesthetically adequate);
 - Durability; and
 - Cost.
- Illustrations of Books and Non-Book Materials:
 - Depicts instances of fully integrated groupings and settings to indicate equal status and non-segregated social relationships (Exception would be primary sources used as reference documents);
 - Makes clearly apparent the identity of minorities; and
 - Contains pertinent and effective illustrations.
- Flexible to enable teachers to use parts at a time and not follow a comprehensive instructional program based on a rigid frame of reference, unless appropriate to pedagogy.
- Special Features:
 - Bibliographies
 - Glossary
 - Current charts, maps, etc.
 - Visual aids
 - Index
 - Special activities to stimulate and challenge students
 - Provides a variety of learning activities, strategies, and skill development that can be anchored on standards for learning.
- Potential Use Considerations
 - Will it meet the requirements of reference work?
 - Will it help students with personal problems and adjustments?
 - Will it serve as a source of information for teachers and librarians?
 - Does it offer an understanding of cultures other than the student's own and is it free of racial, religious, age, disability, ethnic, **gender identity**, and sexual stereotypes?
 - Will it expand students' sphere of understanding and help them to understand the ideas and beliefs of others?
 - Will it help students and teachers keep abreast of and understand current events?
 - Will it foster and develop hobbies and special interests?
 - Will it help develop aesthetic tastes and appreciation?
 - Will it serve the needs of students with special needs?
 - Does it inspire learning?
 - Is it relevant to the subject?
 - Will it stimulate a student's interest?

4. Gifts of library or instructional materials may be accepted if the gifts meet existing criteria for library and instructional materials. The acceptance and placement of such gifts is within the discretion of the superintendent [or designee].
5. In order to provide a current, highly usable collection of materials, teacher-librarians will ensure constant and continuing renewal of the collection, not only the addition of up-to-date materials but by the judicious elimination of materials which no longer meet district needs or are being used. The process of weeding instructional materials will be done according to established and accepted standards for determining the relevance and value of materials in a given context.
 - Procedure to start basic collection:
 - With the assistance of a reputable vendor in collaboration with the teacher-librarian, the collection will begin with the vendor's selected core collection based on curriculum areas submitted by the teacher-librarian. Additional titles will be added to the core collection using resources such as the American Library Association's Top 100 List, Children's Catalog, knowledge of children's authors and illustrators, Caldecott and Newbery Award winning titles, and staff recommendations.
 - Procedures to add to the collection:
 - The teacher-librarian will utilize a variety of selection aids including, Booklist, School Library Journal, Horn Book, newspaper reviews, Publisher's Weekly, Library Talk, School Media Journal, Sparks, Bulletin of the Center for Children's Books, Library Media Connections, Kirkus Reviews, publisher recommendations from adopted curricular areas (Science, Social Studies, Six Traits of Writing, etc.), and student and staff requests.
 - Consideration of district curriculum needs of the individual school and student.
 - Consideration of reading interests, abilities, and developmental levels of students using the library media center.
 - Literary quality of the materials.
 - Attractiveness and durability of the physical book and/or materials.
 - Assurance of use for the intended use, or appropriate requested use.

Adopted: 12/73

Reviewed: 6/11; 6/12; 9/13; 1/18; 2/21

Revised: 4/15

Related Policy: 602.10-13; 602.27

IASB Reference: 605.1R1

**Policy 602.28 ~~Inspection of Instructional Materials~~
Instructional and Library Materials Inspection and Display**

Parents and other members of the school district community may view the instructional **and library** materials used by the students. All instructional materials including teacher's manuals, media, or other supplementary materials which will be used in connection with any survey, analysis, or evaluation as part of any federally funded programs must be available for inspection by parents.

~~The~~ Instructional **and library** materials ~~must~~ **may** be viewed on district premises. ~~Copies may be obtained according to board policy and in compliance with copyright laws.~~

It is the responsibility of the superintendent [or designee] to develop administrative regulations regarding the inspection of instructional materials.

Policy 602.29 Objection to Instructional **and Library** Materials

Residents of the school district community may object to instructional **and library** materials utilized in the district and ask for their use to be reconsidered.

It is the responsibility of the superintendent [or designee] in conjunction with the principals to develop administrative regulations for reconsideration of instructional materials.

Adopted: 2/08

Reviewed: 6/11; 6/12; 9/13; 4/15; 1/18; 2/21

Related Policy: 602.28; 602.29-R; 602.29-E

Legal Reference (Code of Iowa): §§ 279.8, .74; 280.3, .14; 301; 281 IAC 12.3(12)

IASB Reference: 605.3

Mandatory Policy

Policy 602.29-R Administrative Regulations Regarding Objection to Instructional and Library Materials

A resident of the school district community may raise an objection to instructional and library materials used in the district's education program despite the fact that the individuals selecting such materials were duly qualified to make the selection, followed proper procedures, and observed the criteria for selecting such materials.

Procedures Prior to Filing a Request for Reconsideration of Instructional and Library Materials

The school official or employee receiving a complaint regarding instructional or library materials will try to resolve the issue informally. The materials generally will remain in use pending the outcome of the reconsideration procedure.

- a. The school official or employee initially receiving a complaint will explain to the individual the district's selection procedures, criteria to be met by the instructional or library materials, and qualifications of those persons selecting the materials.
- b. The school official or employee initially receiving a complaint will explain to the individual the role of the objected material in the education program, its intended educational purpose, and additional information regarding its use. In the alternative, the employee may refer the individual to the teacher-librarian who can identify and explain the use of the materials.

The employee receiving the initial complaint will advise the building principal of the initial contact no later than the end of the school day following the discussion with the individual, whether or not the individual has been satisfied by the initial contact. A written record of the contact is maintained by the principal in charge of the attendance center. Each building principal will inform employees of their obligation to report complaints.

In the event the individual making an objection to the instructional or library materials is not satisfied with the initial explanation, the individual is referred to the principal or to the teacher-librarian of the attendance center. If after consultation with the principal or teacher-librarian the individual desires to file a formal complaint, the principal or teacher-librarian will assist in filling out a Reconsideration of Instructional and Library Materials Request Form (Refer to Policy 602.29-E) in full and file it with the superintendent. If a complainant refuses to complete the form, the complaint will be deemed invalid, and no further action will be taken.

Request for Reconsideration

1. A resident of the school district community may formally challenge instructional **and library** materials on the basis of appropriateness used in the district's education program. This procedure is for the purpose of considering the opinions of those persons in the district and community who are not directly involved in the selection process.
2. Each attendance center and the district's central administrative office will keep on hand and make available the Reconsideration of Instructional **and Library** Materials Request Form (*Refer to Policy 602.29-E*). Formal objections to instructional **and library** materials must be made using this form.
3. The individual will state the specific reason the instructional **or library** material is being challenged. The Reconsideration of Instructional **and Library** Materials Request Form (*Refer to Policy 602.29-E*) is signed by the individual and filed with the superintendent.
4. The superintendent will promptly file the objection with the Reconsideration Committee for re-evaluation.

Generally, access to challenged instructional **or library** materials will not be restricted during the reconsideration process. However, in unusual circumstances the instructional **or library** materials may be removed temporarily by following Item D under "The Reconsideration Committee" below.

The Reconsideration Committee

- A) The reconsideration committee is made up of seven members:
- One licensed employee designated, as needed, by the superintendent.
 - One teacher-librarian designated, as needed, by the superintendent.
 - One member of the administrative team designated, as needed, by the superintendent.
 - Three members of the community appointed annually, as needed, by the superintendent.
 - The superintendent [or designee].
- B) The committee will select their chairperson and secretary.
- C) The committee will meet at the request of the superintendent.
- D) Special meetings may be called by the board to consider temporary removal of materials in unusual circumstances. A recommendation for temporary removal will require a two-thirds vote of the committee.
- E) Notice of committee meeting is made public through appropriate ~~publications and other~~ communication methods **as required by law**.

- F) The committee will receive the completed Reconsideration of Instructional **and Library** Materials Request Form (*Refer to Policy 602.29-E*) from the superintendent [or designee].
- G) The committee will determine its agenda for the first meeting, which may include the following:
1. Distribution of copies of the completed reconsideration request form;
 2. An opportunity for the individual or a group spokesperson to talk about or expand on the reconsideration request form;
 3. Distribution of reputable, professionally prepared reviews of the challenged instructional **or library** materials, if available; and
 4. Distribution of copies of the challenged instructional **or library** materials, if available.
- H) The committee may review the selection process for the challenged instructional **or library** materials and may, to its satisfaction, determine that the challenge is without merit and dismiss the challenge. The committee will notify the individual and the superintendent of its action.
- I) At a subsequent meeting, if held, interested persons including the individual filing the challenge may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.
- J) The individual filing the challenge is kept informed by the reconsideration committee secretary on the status of the reconsideration request throughout the process. The individual filing the request and known interested parties are given appropriate notice of meetings.
- K) At the second, or subsequent meeting, the committee will make its final recommendation. The committee's final recommendation may be to take no removal action, to remove the challenged materials from the school environment, or to limit the educational use of the challenged materials. The sole criterion for the final recommendation is the appropriateness of the materials for its intended educational use. The written, final recommendation and its justification are forwarded to the superintendent, the individual, and the appropriate attendance centers. The superintendent may also make a recommendation but, if so, it should be independent from the committee's recommendation.
- L) Following the superintendent's decision with respect to the committee's recommendation, the individual or the chairperson of the reconsideration committee may appeal the decision to the school board for review. Such appeals must be presented to the superintendent in writing within five days following the announcement of the superintendent's decision. The school board will promptly determine whether to hear the appeal.

- M) A recommendation to sustain a challenge will not be interpreted as a judgment of irresponsibility on the part of the individuals involved in the original selection or use of the materials.
- N) Requests to reconsider materials which have previously been reconsidered by the committee must receive approval of two-thirds of the committee members before the materials will again be reconsidered.
- O) If necessary or appropriate in the judgment of the committee, the committee may appoint a subcommittee of members or non-members to consolidate challenges and to make recommendations to the full committee. The composition of the subcommittee will approximate the representation of the full committee. **The committee may decline to hear multiple challenges to the same materials. Generally, the committee will not hear subsequent challenges to the same materials within the same school year.**
- P) Committee members directly associated with the selection, use, or challenge of the materials are excused from the committee during the deliberation of the challenged instructional **or library** materials. The superintendent may appoint a temporary replacement for the excused committee member, but the replacement must be of the same general qualifications as the member excused.
- Q) Persons dissatisfied with the decision of the board may appeal to the Iowa Board of Education.



**Policy 602.29-E1 ~~Objection to Instructional Materials Reconsideration Request Form~~
Reconsideration of Instructional and Library Materials Request Form**

Requests for reconsideration of printed or multi-media instructional or library materials should be submitted to the superintendent.

Review Initiated By:

Name: _____ Date: _____

Address: _____

City/State: _____ Zip: _____ Phone: _____

School(s) in which item is used: _____

Relationship to school (parent, student, citizen, etc.): _____

Book or Other Printed Material (if applicable):

Author: _____ Hardcover _____ Paperback _____ Other _____

Title: _____

Publisher (if known): _____

Date of Publication: _____

Multi-Media Material (if applicable):

Title: _____

Producer (if known): _____

Type of material (**website, online resource**, filmstrip, motion picture, etc.): _____

Person Making the Request Represents: _____ Self _____ Group or Organization

Name of Group/Organization: _____

Address: _____

1. What brought this item to your attention?

2. To what in the item do you object? (Be specific; cite pages, frames, etc.)

3. In your opinion, what harmful effects upon students might result from use of this item?

4. Do you perceive any instructional value in the use of this item?

5. Did you review the entire item? If not, what sections did you review?

6. Should the opinion of any additional experts in the field be considered? Yes No

If yes, please list specific suggestions: _____

7. To replace this item, do you recommend other material which you consider to be of equal or superior quality for the purpose intended?

8. Do you wish to make an oral presentation to the reconsideration committee?

Yes

a. Please contact the superintendent

b. Please be prepared at this time to indicate the approximate length of time your presentation will require. Although this is no guarantee that you'll be allowed to present to the committee or that you will get your requested amount of time. _____Minutes

No

Signature: _____ Date: _____

Adopted: 2/08
Reviewed: 9/13; 4/15; 1/18; 2/21
Related Policy: 602.28; 602.29; 602.29-R
IASB Reference: 605.3E2

Policy 604.6 School Library

The school district will maintain a school library in each student attendance center for use by students and employees during the school day.

Materials for the libraries will be acquired according to Policy 602.27 *Selection of Instructional Materials*.

Any challenges to library materials will be handled following the process for handling challenges to instruction and library materials as established in board policy 602.29.

It is the responsibility of the building principal in which the school library is located to oversee the use of library materials.

It is the responsibility of the superintendent [or designee] to develop procedures for the selection and replacement of both library and instructional materials, for the acceptance of gifts, and for the weeding of library and instructional materials. ~~and for the handling of challenges to either library or classroom materials.~~

Adopted: 3/99

Reviewed: 7/11; 9/12; 10/13; 4/18; 6/21

Revised: 2/15

Related Policy: 602.16; 602.16-R; 602.27; 602.29; 602.29-R; 602.29-E1-E4

Legal Reference (Code of Iowa): §§ 256.7(24); 279.8; 280.14; 301; 281 IAC 12.3(11), (12)

IASB Reference: 605.5

Mandatory Policy

Policy 1004.3 Tobacco/Nicotine, Alcohol, and Drug-Free Environment

~~District facilities and grounds, including school vehicles, are off limits for tobacco or nicotine use including the use of look-a-likes where the original would include tobacco or nicotine.~~

The board prohibits the distribution, dispensing, manufacturing, possession, use, or being under the influence of alcohol, tobacco/nicotine, or other controlled substances; as well as look-alike substances that appear to be alcohol, tobacco/nicotine (ex: vaping, e-cigarettes, JUUL-like vaping devices, etc.), or other controlled substances (ex: schedule I drugs; schedule II-V drugs without a valid prescription) on school district property or on property within the jurisdiction of the school district. This policy applies at all times, including school sponsored and non-school-sponsored events and to all students, employees, and visitors.

Persons failing to abide by this ~~request policy~~ are required to ~~extinguish their smoking materials, dispose of the tobacco, nicotine, or other product~~ dispose of the prohibited item(s), or leave the district premises immediately.

The distribution, dispensing, manufacturing, possession, and use of alcohol or controlled substances (ex: schedule I drugs; schedule II-V drugs without a valid prescription) are in violation of federal, state, and local laws and may be reported to law enforcement authorities.

It is the responsibility of the administration to enforce this policy.

**LMCSD School Board Meeting Minutes
February 6, 2023**

100: Call to Order and Determination of a Quorum

The Linn-Mar Board of Directors meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard, Nicholson, Breitfelder, Christian, Ramos, Read, and Wear.

200: Adoption of the Agenda *Motion 138-02-06*

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

300: Special Recognition – Exhibit 300

Morey read a proclamation in recognition of National School Counseling Week (Feb 6-10, 2023).

400: Informational Reports, Discussions, and Presentations

401: Teaching & Learning/Student Support Services Update – Exhibit 401.1

Erica Rausch, Director of Middle School Teaching & Learning; Mark Hutcheson, Director of High School Teaching & Learning; and Megan Burke-Brunschenn, Associate Director of Student Support Services, reported on secondary level learning. Highlights included information on enrollment, certification in High Reliability Schools, nursing/health supports, Special Education enrollment and services, English Language Learner enrollment and services, the structure of secondary learning, and the history, present, and future focuses of secondary learning.

402: Board Visit

The board reported that they enjoyed seeing the students and staff excited and engaged in learning during their visit to the high school on January 26th.

403: Linn County Conference Board

Buchholz shared an overview what is involved in the Linn County Conference Board meetings and reported that during the February 2nd meeting the City of Cedar Rapids shared school enrollment figures and information on the tax rolls, and the County shared information on assessments, taxes, and finances.

404: Policy Committee

Morey reported that during the February 3rd Policy Committee meeting the 100 and 300 series were reviewed as well as some recommendations from the Iowa Association of School Boards. First reading of recommended updates will be presented during the February 20th board meeting.

405: Legislative Update

Bisgard reported that the first funnel deadline is March 3rd and that the Governor proposed 2.5% for Supplemental State Aid, while the House and Senate agreed to 3%. The discussion is still ongoing.

406: Superintendent's Update – Exhibit 406.1

Superintendent Bisgard highlighted some of the honors and accomplishments included in the Cabinet Update and shared kudos to LM Senior Lavie Mzuza for singing *The National Anthem* at the Girls State Wrestling Tournament. Bisgard also congratulated POMs for taking their highest finish ever as Silver Medalists during Nationals.

500: Unfinished Business

501: Approval of Bid – Exhibit 501.1 Motion 139-02-06

MOTION by Wall to award the bid for the stadium parking lot expansion project to Rathje Construction, as the lowest responsive bidder, for a total base bid of \$589,250.00; as well as their alternate bid (*if needed and to be determined during construction*) for the amount of \$49,500.00. Second by Weaver. Voice vote, all ayes. Motion carried.

600: New Business

601: Open Enrollment Requests Motion 140-02-06

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

APPROVED IN

Name	Grade	Resident District
Cobb, Lilyanna	K	Cedar Rapids CSD
Poe, Isaiah	1 st	Cedar Rapids CSD

DENIED IN

Name	Grade	Resident District	Reason
Monteith, Duane	6 th	Center Point-Urbana	Insufficient space

700: Consent Agenda Motion 141-02-06

MOTION by Walker to approve the consent agenda as presented. Second by Nelson. Voice vote, all ayes. Motion carried.

701: Personnel

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Adams, Susan	EH: 4 th Gr Teacher	6/1/23	Retirement/Early Separation
Boekhoff, Jo Nel	HP: Intermediate Strategist	6/1/23	Retirement/Early Separation
Crandall, Sheri	HS: Instructional Coach	6/1/23	Retirement/Early Separation
Friday, Lisa	LG: 2 nd Gr Teacher	6/1/23	Retirement/Early Separation
Fritz, Colleen	IC: Elementary Strategist	6/1/23	Retirement/Early Separation
Fry, Ann	HS: English Teacher	6/1/23	Retirement/Early Separation
Hall, Greg	HS: School Counselor	6/1/23	Retirement/Early Separation
Hutcheson, Amy	IC: PE Teacher	6/1/23	Retirement/Early Separation
Lillie, Monique	BP: 5 th Gr Teacher	6/1/23	Retirement/Early Separation
Makinster, Kevin	HP: Band Teacher	6/1/23	Retirement/Early Separation
Peterson, Kristine	WE: Music Teacher	6/1/23	Retirement/Early Separation
Read, Cheryl	LG: Elementary Strategist	6/1/23	Retirement/Early Separation
Ryder, Kari	NE: Kindergarten Teacher	6/1/23	Retirement/Early Separation
Stadtmueller, Karen	HP: 5 th Gr Teacher	6/1/23	Retirement/Early Separation
Stien, Deborah	BW: Reading Teacher	6/1/23	Retirement/Early Separation
Svare, Katlyn	BP: Leave of Absence	6/1/23	Not returning from LOA for 2023-24 school year
Tomash, Tammie	LG: Instructional Coach	6/1/23	Retirement/Early Separation

Wakefield, Peggy	BW: Preschool Teacher	6/1/23	Retirement/Early Separation
Wesbrook, Dee	HS: English Teacher	6/1/23	Retirement/Early Separation

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Cronin, Spencer	WE: Student Support Associate	1/23/23	LMSEAA II, Step 1
Ernie, Veronica	WE: Part-Time Student Support Associate	1/30/23	LMSEAA II, Step 1
Frimml, Melanie	BW: From SSA to General Ed Assistant	2/6/23	LMSEAA I, Step 1
Harless, Roni	OR: From SSA to School Counselor's Secretary	1/30/23	LMSEAA IV, Step 1
Johnson, Christin	EX: Part-Time Student Support Associate	1/31/23	LMSEAA II, Step 1
McCallum, James	TR: From Regular Sub to Bus Driver	1/20/23	Same
Reeves, June	TR: From Regular Sub to Bus Driver	1/20/23	Same
Seale, Ashley	NS: OR General Help/Cashier	1/23/23	SEIU A +.25, Step 1
Taylor, Daveeta	TR: From Regular Sub to Bus Driver	1/20/23	Same
Wagner, Danielle	From IC SSA to NE General Ed Assistant	2/6/23	LMSEAA I, Step 1
Walker, Kristen	HS: Student Support Associate	1/25/23	LMSEAA II, Step 1
Wilson, Chyna	NS: OR General Help	1/23/23	PTNS, Step 1
Ziolkowski, Robert	TR: From Regular Sub to Bus Driver	1/20/23	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Hebert, Julie	LG: Student Support Associate	1/23/23	Termination
Hermesch, Mary	LG: Student Support Associate	1/23/23	Personal
Schultz, Emily	OR: School Counselor's Secretary	1/26/23	Personal
Thatcher, Ron	TR: Bus Driver	1/9/23	Personal

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

Name	Assignment	Dept Action	Salary Placement
Croy, Bruce	HS: Head Girls Tennis Coach	3/13/23	\$5,600

702: Approval of January 23rd Minutes – Exhibit 702.1

703: Approval of January 26th Minutes – Exhibit 703.1

704: Approval of Bills – Exhibit 704.1

705: Approval of Contracts – Exhibits 705.1-3

1. Marzano Resources HRS Certification
2. Commercial licensing agreement with OhioPyle Prints, Inc.
3. Independent contactor agreement with Jennifer Loeb
4. Inter-agency agreements for Special Education instructional services with Central City CSD (1), College CSD (1), Lisbon CSD (1), and Springville CSD (1). *For student confidentiality, exhibits are not provided.*

706: Fundraising Requests – Exhibits 706.1-5

1. LMHS Step Team, Janessa Carr – Team posters/business sponsorships
2. LMHS Step Team, Janessa Carr – Black history month performance program
3. LMHS Girls Soccer, Marco de Leon – Sell fan shirts
4. LMHS Girls Soccer, Marco de Leon – Donation fundraiser
5. LMHS Key Club, Steve Goodall and Jeff Gustason – candy grams

800: Board Communications, Calendar, and Committees

801: Board Communications

Morey shared kudos to the Metro Orchestra Festival performers and Rollinger requested the dates for the superintendent search meetings be added to the board calendar.

802: Board Calendar

Date	Time	Event	Location
Feb 8	4:15 PM	CTE Committee	LRC Room 304/305
Feb 9	5:30 PM	Marion City Council (<i>Morey</i>)	City Hall
Feb 13	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
<i>Feb 14</i>	<i>9:00 AM</i>	<i>IASB Day on the Hill (Morey)</i>	<i>Des Moines</i>
Feb 20	5:00 PM	Board Meeting	Boardroom
Feb 23	11:30 AM	Board Visit	Bowman Woods
Feb 23	5:30 PM	Marion City Council (<i>Rollinger</i>)	City Hall
Date	Time	Event	Location
Mar 2	7:30 AM	Finance/Audit Committee	LRC Room 203
Mar 2	Noon	Linn County Conference Board (<i>Buchholz</i>)	Linn Co Admin Building
<i>Mar 3</i>	<i>6:00 PM</i>	<i>LM School Foundation MANE Event</i>	<i>Elmcrest Country Club</i>
Mar 6	5:00 PM	Board Meeting	Boardroom
<i>Mar 8</i>	<i>11:30 AM</i>	<i>Marion State of the City</i>	<i>CR Marriott</i>
Mar 8	1:00 PM	Policy Committee	Boardroom
Mar 9	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall
<i>Mar 13-17</i>	<i>--</i>	<i>Spring Break</i>	<i>--</i>
Mar 20	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
Mar 23	11:30 AM	Board Visit	Echo Hill
Mar 23	5:30 PM	Marion City Council (<i>Nelson</i>)	City Hall

900: Audience Communications

1. Nick Hall, Parent, Facebook post
2. Jeremy Higgins, Parent, Social media post
3. Gary Sneller, Resident, Words of appreciation
4. Scott Foens, Parent, Book availability
5. Gretchen Lawyer, Resident, Words of appreciation
6. Sean Sanford, Parent, Social media post
7. Geralyn Jones, Resident, Constitution
8. Amanda Snyder, Parent, Quoted scripture
9. James Thatcher, Resident, Board actions
10. Ana Clymer, Parent, Challenge/appreciation of local and legislative action
11. Dana Tiegen, Parent, Books
12. Amy Hutcheson, Teacher, Parent involvement
13. Joe Stutler, Resident, Words of thanks

1000: Adjournment *Motion 142-02-06*

MOTION by Nelson to adjourn the meeting at 6:41 PM. Second by Rollinger. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

**LMCSD School Board Work Session
February 6, 2023**

100: Call to Order and Determination of a Quorum

The Linn-Mar Board of Directors work session was called to order at 6:58 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard, Nicholson, Breitfelder, Christian, Ramos, Read, and Wear.

200: Adoption of the Agenda *Motion 143-02-06*

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

300: Work Session

301: Strategic Planning

Leslie Wright, Consultant with Collective Clarity, lead the board in further discussion on strategic planning.

400: Adjournment *Motion 144-02-06*

MOTION by Walker to adjourn the work session at 7:56 PM. Second by Wall. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 02/03/2023 - 02/15/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
DES MOINES SWIMMING FEDERATION	DUES AND FEES	\$1,444.00
DUBUQUE AREA SWIMMIN' HURRICANES	GENERAL SUPPLIES	\$2,350.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,350.54
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$63.01
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$269.37
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$63.01
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$269.37
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$95.59
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$14.49
Fund Total:		\$7,919.38
Fund: GENERAL		
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL	\$3,833.33
ADVANCE AUTO PARTS	TRANSP. PARTS	\$128.68
ADVANCED MANUFACTURING TECHNIQUES INC	INSTRUCTIONAL SUPPLIES	\$3,121.29
ADVANTAGE	GENERAL SUPPLIES	\$115.45
AGVANTAGE FS	PROPANE	\$6,776.92
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$1,648.00
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$298.04
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$609.67
ALBURNETT COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$2,424.05
ALLIANT ENERGY	ELECTRICITY	\$8,569.40
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$793.22
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$897.00
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$170.75
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$45.99
AT & T MOBILTY	TELEPHONE	\$2,152.87
ATLANTIC COCA-COLA	GENERAL SUPPLIES	\$301.61
BALANCED FITNESS & HEALTH	MAINTENANCE SUPPLIES	\$197.97
BISGARD SHANNON	TRAVEL	\$142.52
BLOMBERG MARK	OFFICIAL/JUDGE	\$150.00
BURGESS GAYLA	TRAVEL	\$65.00
BURKE ANGELA	TRAVEL	\$30.20
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$120.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$90.00
C.R. GLASS CO	GENERAL SUPPLIES	\$1,315.51
CAPITAL ONE	GENERAL SUPPLIES	\$60.96
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$363.85
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$1,429.66
CAPITAL SANITARY	REPAIR PARTS	\$891.95
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$10.69
CARROLL CHEYANNE	TXTBK RENTAL PS	\$50.00
CEDAR RAPIDS BOWLING CENTER	INSTRUCTIONAL SUPPLIES	\$151.25
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$763.54
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,298.90

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 02/03/2023 - 02/15/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$2,476.80
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$4,130.00
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$2,185.44
CENTURYLINK	TELEPHONE	\$450.27
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$614.25
CITY OF MARION	OTHER PROFESSIONAL	\$200.00
CITY OF MARION.	OTHER PROFESSIONAL	\$1,407.60
COLLECTION	EE LIAB-GARNISHMENTS	\$498.87
CR/LC SOLID WASTE AGENCY	GROUNDS UPKEEP	\$242.98
CROWBAR'S	GENERAL SUPPLIES	\$49.29
CROWBAR'S	TRANSP. PARTS	\$88.16
CULLIGAN	GENERAL SUPPLIES	\$2,620.95
DAN MALLOY, JR	PROF SERV: EDUCATION	\$100.00
DEMCO	GENERAL SUPPLIES	\$82.86
DISCOUNT DANCE SUPPLY	INSTRUCTIONAL SUPPLIES	\$1,380.96
EDVOTEK	INSTRUCTIONAL SUPPLIES	\$119.99
ELECTRONIX	INSTRUCTIONAL SUPPLIES	\$334.86
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$689.50
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$52.05
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$455,242.96
FEDEX	GENERAL SUPPLIES	\$28.41
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$254.43
FRY ANN	GASOLINE	\$20.00
FRY KEVIN	TRAVEL	\$6.50
FUTURE LINE	REPAIR PARTS	\$448.90
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$1,067.57
GRAINGER	GENERAL SUPPLIES	\$1,158.86
GRANT WOOD AEA	PROF SERV: EDUCATION	\$30,415.49
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$6,876.87
HALVERSON GINGER	TRAVEL	\$142.75
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$3,068.75
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$762.00
HAWKEYE ENVIRONMENTAL	OTHER PROFESSIONAL	\$640.00
HENNINGS KELLY	TRAVEL	\$20.30
HERFF JONES	GENERAL SUPPLIES	\$4,190.28
HOBART SERVICE	GENERAL SUPPLIES	\$782.00
HOME GROWN PETS INC	INSTRUCTIONAL SUPPLIES	\$147.02
IASB	STAFF WORKSH/CONF	\$50.00
IMON COMMUNICATIONS LLC	INTERNET- COVID RELATED	\$180.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$2,196.47
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$8,448.90
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$36,125.98
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$8,448.90
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$36,125.98
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$24,140.69

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 02/03/2023 - 02/15/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$234.00
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$943.65
IOWA CITY COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$86.82
IOWA COMMUNICATIONS NETWORK	COMP/TECH HARDWARE	\$11.08
IOWA FIRE PROTECTION	HEAT/PLUMBING SUPPLY	\$473.09
IOWA ONE CALL	OTHER TECH SER	\$13.50
IOWA PREP BASKETBALL	RENTALS	\$112.50
JCD REPAIR	INSTRUCTIONAL SUPPLIES	\$425.00
JENNIFER LOEB	INSTRUCTIONAL SUPPLIES	\$250.00
KOENEN KARLA	TRAVEL	\$60.50
LANGUAGEBIRD LLC	CONSUMABLE WORKBOOKS	\$2,485.00
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$236.57
LIGHTSPEED TECHNOLOGIES, INC	INSTRUCTIONAL SUPPLIES	\$1,908.00
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$1,220.62
LINN COUNTY REC	ELECTRICITY	\$43,330.75
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$321.42
LYNCH COLLISION CENTER	VEHICLE REPAIR	\$2,256.46
MACEK KELLY	MISC REVENUE	\$6.00
MARCO TECHNOLOGIES, LLC	COMPUTER SOFTWARE	\$580.00
MAY ANDREW	OFFICIAL/JUDGE	\$85.00
MENARDS -13127	GENERAL SUPPLIES	\$1,051.50
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$66.90
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$74.94
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR PARTS	\$629.16
MIDWEST WHEEL	TRANSP. PARTS	\$2,062.97
MONTICELLO COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$3,788.04
MTI DISTRIBUTING INC	GROUNDS UPKEEP	\$554.07
MTI DISTRIBUTING INC	REPAIR PARTS	\$284.04
MUELLER CHAD	STUDENT FEES	\$50.00
NAPA AUTO PARTS	SHOP TOOLS/EQUIPMENT	\$722.36
NAPA AUTO PARTS	TRANSP. PARTS	\$296.28
O'CONNELL MICHAELA	TRAVEL	\$43.85
O'NEILL TYLER	OFFICIAL/JUDGE	\$70.00
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$90.00
PAPA JOHNS PIZZA	GENERAL SUPPLIES	\$120.15
PARTS TOWN, LLC	GENERAL SUPPLIES	\$1,503.48
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$313.96
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$1,417.14
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$1,904.74
POWERSCHOOL GROUP LLC	INSTRUCTIONAL SUPPLIES	\$29,521.80
RAPIDS WHOLESALE EQUIP CO	HEAT/PLUMBING SUPPLY	\$298.98
REAMS SPRINKLER SUPPLY	GROUNDS UPKEEP	\$32.00
RIDDELL ALL-AMERICAN	INSTRUCTIONAL SUPPLIES	\$3,272.11
RINIKER ABEGEAL	TRAVEL	\$54.40
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$990.86

Linn-Mar Community School District

IA - Warrants Paid Listing

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Date Range: 02/03/2023 - 02/15/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
ROTO-ROOTER	REPAIR/MAINT SERVICE	\$230.00
SADLER POWER TRAIN	TRANSP. PARTS	\$103.16
SAVILLE BRENDA	INSTRUCTIONAL SUPPLIES	\$4.98
SCHOLASTIC BOOK FAIR INC	GENERAL SUPPLIES	\$2,021.66
SCHULT BARBARA	TRAVEL	\$55.05
SERVPRO OF CEDAR RAPIDS	REPAIR/MAINT SERVICE	\$2,928.86
SIGN PRO	GENERAL SUPPLIES	\$150.00
STAMP CAROL	TRAVEL	\$32.30
STANDARD BEARINGS	GENERAL SUPPLIES	\$218.46
TEGELER WRECKER & CRANE	REPAIR/MAINT SERVICE	\$1,035.50
THE PAPER CORPORATION	MAINTENANCE SUPPLIES	\$3,407.81
THE SHREDDER	OTHER PROFESSIONAL	\$647.00
TODAY'S CLASSROOM LLC	INSTRUCTIONAL SUPPLIES	\$2,651.60
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$10,195.59
TRI-CITY ELECTRIC COMPANY OF IOWA	OTHER TECH SER	\$4,378.20
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$278.50
TYLER TECHNOLOGIES INC	DATA PROCESSING AND	\$6,586.75
U.S. CELLULAR	TELEPHONE	\$209.40
UNITED REFRIGERATION	HEAT/PLUMBING SUPPLY	\$451.12
VAN METER CO	ELECTRICAL SUPPLY	\$2,649.08
WALSH DOOR & HARDWARE	GENERAL SUPPLIES	\$660.00
WEBER COMMUNICATIONS INC	REPAIR/MAINT SERVICE	\$450.00
WENDLING QUARRIES	GROUNDS UPKEEP	\$356.25
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$377.70
WIELAND & SONS LUMBER CO	INSTRUCTIONAL SUPPLIES	\$1,182.50
WINDSTAR LINES	TRANSP PRIVATE CONT	\$7,420.00
Fund Total:		\$830,668.27
Fund: LOCAL OPT SALES TAX		
B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$24,378.05
CDW - GOVERNMENT	COMP/TECH HARDWARE	\$13,501.80
RIVERSIDE TECHNOLOGIES, INC	COMP/TECH HARDWARE	\$7,950.00
Fund Total:		\$45,829.85
Fund: NUTRITION SERVICES		
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$20,676.60
CITY LAUNDERING COMPANY	PROFESSIONAL	\$2,833.32
CLANIN MICHAEL	UNEARNED REVENUE	\$77.35
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$1,404.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$51,856.54
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$975.33
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,170.30
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$975.33
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,170.30
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$2,128.03
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$40,563.85
OFFICE EXPRESS	GENERAL SUPPLIES	\$52.64

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 02/03/2023 - 02/15/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$4,401.64
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$6,250.01
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$44,279.55
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$440.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$923.18
Fund Total:		\$186,178.47
Fund: PHY PLANT & EQ LEVY		
BRECKE	CONSTRUCTION SERV	\$734.66
CEDAR RAPIDS WINSUPPLY PLUMBING CO	BLDG. CONST SUPPLIES	\$7,996.79
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$5,194.70
DRYSPACE INC	CONSTRUCTION SERV	\$2,298.33
ELECTRONIC ENGINEERING CO	BLDG. CONST SUPPLIES	\$1,745.00
JOHNSON CONTROLS	BLDG. CONST SUPPLIES	\$8,244.33
PINNACLE PLUMBING & MECHANICAL	CONSTRUCTION SERV	\$9,555.00
SHIVE-HATTERY INC.	ARCHITECT	\$2,200.00
THE FILTER SHOP, INC	BLDG. CONST SUPPLIES	\$788.68
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$9,567.50
Fund Total:		\$48,324.99
Fund: PUB ED & REC LEVY		
B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$4,993.10
TENNIS SERVICES OF IOWA	GROUNDS UPKEEP	\$380.50
ZIPPY' S SALT BARN LLC	GROUNDS UPKEEP	\$5,245.36
Fund Total:		\$10,618.96
Fund: STUDENT ACTIVITY		
ABEL BRYANT	OFFICIAL/JUDGE	\$100.00
ANKENY SCHOOLS	DUES AND FEES	\$200.00
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$569.00
BARTA BOB	OFFICIAL/JUDGE	\$125.00
BERGER ALEXANDER	OFFICIAL/JUDGE	\$220.00
BONTRAGER GARY	OFFICIAL/JUDGE	\$126.68
BOOSTER CLUB	INSTRUCTIONAL SUPPLIES	\$297.65
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$3,836.12
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$72.74
CEDAR RAPIDS ATHLETIC OFFICIALS	INSTRUCTIONAL SUPPLIES	\$200.00
CEDAR VALLEY WORLD TRAVEL	INSTRUCTIONAL SUPPLIES	\$1,400.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$100.00
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$60.00
CRAWFORD GREG	OFFICIAL/JUDGE	\$100.00
CROTTY RICHARD	OFFICIAL/JUDGE	\$146.90
DERLEIN CHAD	OFFICIAL/JUDGE	\$100.00
DIVIS ETHAN	OFFICIAL/JUDGE	\$60.00
DUGGAN KYLE	OFFICIAL/JUDGE	\$150.00
DVORAK JOHN	OFFICIAL/JUDGE	\$60.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 02/03/2023 - 02/15/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,795.39
FELBER MARK	OFFICIAL/JUDGE	\$140.00
FONTENOT JOSEPH	OFFICIAL/JUDGE	\$158.40
FRESE JEFF	OFFICIAL/JUDGE	\$83.80
FRIDAY MATT	OFFICIAL/JUDGE	\$60.00
FULLER, TRAVIS	OFFICIAL/JUDGE	\$60.00
GATTO JAYDEN	OFFICIAL/JUDGE	\$480.00
GRAWE NOLAN	OFFICIAL/JUDGE	\$150.00
HAGEMAN PAUL	OFFICIAL/JUDGE	\$67.36
HAGMEIER BRIAN	OFFICIAL/JUDGE	\$90.00
HARMS DYLAN	OFFICIAL/JUDGE	\$158.40
HEIDELBAUER CHRISTOPHER	OFFICIAL/JUDGE	\$60.00
ICKOWITZ SETH	OFFICIAL/JUDGE	\$100.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$28.82
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$123.23
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$28.82
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$123.23
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$89.31
IOWA FBLA-9388	DUES AND FEES	\$550.00
IOWA HIGH SCHOOL SPEECH ASSOC	DUES AND FEES	\$272.00
JENSEN DEREK	INSTRUCTIONAL SUPPLIES	\$120.00
JESS BRIAN	OFFICIAL/JUDGE	\$270.00
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$220.00
JOHNSON HANNAH	INSTRUCTIONAL SUPPLIES	\$400.00
KESTER BRAD	OFFICIAL/JUDGE	\$25.00
KLOSTERMANN KEVIN	OFFICIAL/JUDGE	\$70.00
KNOCHE RONALD	OFFICIAL/JUDGE	\$100.00
LANGUAGE TESTING INTERNATIONAL, INC	DUES AND FEES	\$180.00
LEHMAN JAY	TRAVEL	\$99.00
LEHRMAN KEITH	OFFICIAL/JUDGE	\$113.80
LEMKER BRADLEY	OFFICIAL/JUDGE	\$165.00
LEMKER JOSEF	OFFICIAL/JUDGE	\$165.00
MAJOR RONALD	OFFICIAL/JUDGE	\$70.00
MATTHIAS MAXIMILIAN	OFFICIAL/JUDGE	\$100.00
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$1,147.00
MOE TONYA	TRAVEL	\$342.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$1,934.00
MURRAY CRAIG	OFFICIAL/JUDGE	\$100.00
MZUZA LAVIE	OFFICIAL/JUDGE	\$100.00
O'NEILL TYLER	OFFICIAL/JUDGE	\$67.36
OSTERHAUS TIM	OFFICIAL/JUDGE	\$100.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$1,018.30
RECKER CHAD	OFFICIAL/JUDGE	\$70.00
SIEREN RANDY	OFFICIAL/JUDGE	\$100.00
SWANSON BRYCE	OFFICIAL/JUDGE	\$70.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 02/03/2023 - 02/15/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
THOMAS DANIEL	OFFICIAL/JUDGE	\$60.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$22.91
VAN ARSDALE STACEY	OFFICIAL/JUDGE	\$100.00
WAYWARD SOCIAL	DUES AND FEES	\$100.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$1,026.92
WIEBEL GLEN	OFFICIAL/JUDGE	\$50.00
WILSON WILLIAM	OFFICIAL/JUDGE	\$65.00
WISE STEVE	OFFICIAL/JUDGE	\$60.00
YANECEK DOUG	OFFICIAL/JUDGE	\$60.00
YUSKA BILLY	OFFICIAL/JUDGE	\$74.60
ZIO JOHN'S	INSTRUCTIONAL SUPPLIES	\$1,705.64

Fund Total: \$23,014.38

Fund: STUDENT STORE

FEDEX	GENERAL SUPPLIES	\$17.82
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Fund Total: \$17.82

Grand Total: \$1,152,572.12

End of Report

FARM LEASE - CASH

THIS LEASE ("Lease") is made between **Linn-Mar Community Schools**, ("Landlord"), whose address for the purpose of this Lease is **2999 North 10th Street, Marion, IA 52302**, and **R. J. Carson and Picket Fence Family Farms** ("Tenant"), whose address for the purpose of this Lease is **2830 Brandon Court, Marion, IA 52302**.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

SW ¼ NE ¼ of Section 29, Township 84 North, Range 6 West of the 5th P.M., to the City of Marion, Iowa

and containing 19.57 (total) acres, more or less, with possession by Tenant for a term of no more than one (1) year to commence on March 1, 2023, and end on February 28, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$ 280 per acre, payable, unless otherwise agreed, as follows: December 1st 2023.

All Rent is to be paid to Landlord at the above address. Rent must be in Landlord's possession on or before the due date.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution.

4. **INPUT COSTS AND EXPENSES.** Tenant only shall prepare the Real Estate and plant crops Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

5. **ALLOWED USE; PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall use the Real Estate only for the purpose of crop farming. No hunting shall be allowed. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season

will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of the lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation.

6. LANDLORD'S STORAGE SPACE. Not applicable.

7. ENVIRONMENTAL. Landlord makes no warranties or representations as to the environmental condition of the real estate. Tenant has been a prior tenant of this Real Estate.

Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

8. **TERMINATION OF LEASE.** This Lease shall terminate on the last date provided in Paragraph 1 hereof. The Lease can be renewed only upon the agreement of both parties upon terms and conditions mutually acceptable.

9. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

12. **NO AGENCY.** Tenant is not an agent of the Landlord.

13. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

14. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

16. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination, which shall be governed by the Code of Iowa.

17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

18. **ADDITIONAL PROVISIONS.**

a. **LANDLORD'S CONTINUED ACCESS; ULTIMATE USE.** Tenant acknowledges that Landlord intends to ultimately use the Real Estate as a sanitary landfill and that, in preparation for such use, during the term of this Lease, Landlord or persons authorized by Landlord may come onto the Real Estate for any lawful purpose related to the ultimate

intended use of the Real Estate without further notice to Tenant. Tenant hereby consents to such entry and activity.

Further, Tenant acknowledges that during the term of this Lease, Landlord or persons authorized by Landlord, may undertake sampling and monitoring activities, including without limitation, the installation of groundwater monitoring wells. Landlord will advise Tenant of the location of any and all such wells or other sampling/monitoring equipment. Tenant shall take all due care not to disrupt or disturb or damage such equipment and activities. Tenant shall reimburse Landlord for any damage to any sampling or monitoring equipment.

In the event Landlord's activities related to the ultimate intended use of the Real Estate result in the inability of Tenant to plant or harvest crops on a portion(s) of the Real Estate in a combined area of 1/4 acre or more, Landlord shall reimburse Tenant in an amount equal to the per acre rental rate, pro-rated for the acreage impacted. Tenant acknowledges that his damages and relief are hereby limited to such rental reimbursement and Tenant hereby waives any other claim for damages for such loss as against Landlord and those authorized to act on behalf of Landlord.

It is the intent of the parties that Tenant's right to use the Real Estate be limited by the Landlord's need to prepare the Real Estate for its ultimate intended purpose and that Tenant shall work around and accommodate the activities taken by or on behalf of Landlord for that purpose.

b. TENANT HOLD HARMLESS. Tenant shall indemnify and hold Landlord harmless from any and all claims (including, without limitation, attorneys fees, consultant's fees, and court costs) arising out of Tenant's use or access to the Real Estate under this Lease. This provision shall survive the termination of this Lease.

DATED: 2-7-23

TENANT: RJ Carson

LANDLORD: _____

Mary Carson - Picket Fence Family Farms

FARM LEASE - CASH

THIS LEASE ("Lease") is made between **Linn-Mar Community Schools**, ("Landlord"), whose address for the purpose of this Lease is **2999 North 10th Street, Marion, IA 52302**, and **R. J. Carson and Picket Fence Family Farms** ("Tenant"), whose address for the purpose of this Lease is **2830 Brandon Court, Marion, IA 52302**.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

WaterLinn Park 1st Addition, Lot 1 to the City of Marion, Iowa

and containing 15 (total) acres, more or less, with possession by Tenant for a term of no more than one (1) year to commence on March 1, 2023, and end on February 28, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$ 280 per acre, payable, unless otherwise agreed, as follows: December 1st 2023.

All Rent is to be paid to Landlord at the above address. Rent must be in Landlord's possession on or before the due date.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution.

4. INPUT COSTS AND EXPENSES. Tenant only shall prepare the Real Estate and plant crops Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

5. ALLOWED USE; PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall use the Real Estate only for the purpose of crop farming. No hunting shall be allowed. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and

harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of the lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation.

6. CONSERVATION PLAN REQUIREMENTS. The Operator shall adhere to an approved Conservation Plan(s), by this reference made part of this lease agreement, a cropping program, and utilize conservation practices as specified by Owner that meet requirements set forth by the USDA Natural Resources Conservation Service (NRCS). The Operator shall implement the Conservation Plan(s) for the leased real estate developed by the Natural Resources Conservation Service or representative thereof and approved by the Linn Soil and Water Conservation District. Changes thereto shall be made only with the consent of the Owner. The Owner and NRCS or representative thereof may grant approval of deviation from the Conservation Plan and excuses the Operator's failure to adhere to the Conservation Plan, insofar as NRCS or representative has approved deviation. Such approved deviation does not act as a waiver of any other provision of this lease agreement.

At minimum, but not limited to, the following NRCS conservation standards as detailed in the Iowa NRCS Field Office Technical Guide shall be utilized for implementation of the Conservation Plan:

- Conservation Crop Rotation(328)
- Critical Area Planting (342) and/or Grassed Waterway(412)
- Residue and Tillage Management, No-Till (329)
- Cover Crop(340)

As directed by the Owner and through consultation with NRCS or representative thereof the following additional agricultural practices are considered components of this lease agreement:

- No-Till farming on all grain crop acres.
- No fall application of commercial or livestock waste fertilizers
- For the purposes of improving soil health and limiting impacts on adjoining water resources, utilize fall cover crop seeding systems approved by NRCS or representative thereof.

- Use of variable rate technologies for the purposes of nutrient application
- Utilizing guidelines for soil testing, crop nutrient removal and application rates, and nitrogen credits as described in current Iowa State University Extension Publications.

If the larger tract of the remaining land owned by Dawn Thillmany McFadden is sold and the Tenant is no longer able to rent the larger tract of land the Tenant will not be required to install the cover crop on the 3 acres of ground described above.

7. **ENVIRONMENTAL.** Landlord makes no warranties or representations as to the environmental condition of the real estate. Tenant has been a prior tenant of this Real Estate.

Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

8. **TERMINATION OF LEASE.** This Lease shall terminate on the last date provided in Paragraph 1 hereof. The Lease can be renewed only upon the agreement of both parties upon terms and conditions mutually acceptable.

9. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's

failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

12. **NO AGENCY.** Tenant is not an agent of the Landlord.

13. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

14. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

16. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination, which shall be governed by the Code of Iowa.

17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

18. **ADDITIONAL PROVISIONS.**

a. **LANDLORD'S CONTINUED ACCESS; ULTIMATE USE.** Tenant acknowledges that Landlord intends to ultimately use the Real Estate as a sanitary landfill and that, in preparation for such use, during the term of this Lease, Landlord or persons authorized by Landlord may come onto the Real Estate for any lawful purpose related to the ultimate intended use of the Real Estate without further notice to Tenant. Tenant hereby consents to such entry and activity.

Further, Tenant acknowledges that during the term of this Lease, Landlord or persons authorized by Landlord, may undertake sampling and monitoring activities, including without limitation, the installation of groundwater monitoring wells. Landlord will advise Tenant of the location of any and all such wells or other sampling/monitoring equipment. Tenant shall take all due care not to disrupt or disturb or damage such equipment and activities. Tenant shall reimburse Landlord for any damage to any sampling or monitoring equipment.

In the event Landlord's activities related to the ultimate intended use of the Real Estate result in the inability of Tenant to plant or harvest crops on a portion(s) of the Real Estate in a combined area of ¼ acre or more, Landlord shall reimburse Tenant in an amount equal to the per acre rental rate, pro-rated for the acreage impacted. Tenant acknowledges that his damages and relief are hereby limited

to such rental reimbursement and Tenant hereby waives any other claim for damages for such loss as against Landlord and those authorized to act on behalf of Landlord.

It is the intent of the parties that Tenant's right to use the Real Estate be limited by the Landlord's need to prepare the Real Estate for its ultimate intended purpose and that Tenant shall work around and accommodate the activities taken by or on behalf of Landlord for that purpose.

b. TENANT HOLD HARMLESS. Tenant shall indemnify and hold Landlord harmless from any and all claims (including, without limitation, attorneys fees, consultant's fees, and court costs) arising out of Tenant's use or access to the Real Estate under this Lease. This provision shall survive the termination of this Lease.

DATED: 2-7-23

TENANT:

LANDLORD:

RJ Carson
Ray Carson - Picket Fence Family Farms

FARM LEASE

THIS LEASE ("Lease") is made between Linn-Mar Community School District ("Landlord"), whose address for the purpose of this Lease is 2999 N. 10th Street, Marion, Iowa, 52302 and Jon Rathje ("Tenant"), whose address for the purpose of this 345 Durango Drive Marion, IA 52302.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

Parcel A, Plat of survey No. 737 as recorded in the records of Linn County, Iowa Recorder, being that portion of the NE ¼ of section 24-84-7, Linn County Iowa

and containing 76 tillable acres, more or less, with possession by Tenant for a term of three (3) years to commence on March 1, 2023 and ending on February 28, 2026. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"), total annual cash rent of \$21,280 (\$280 per acre), for the year 2023, payable in full, unless otherwise agreed, no later than December 30, 2023.

For years 2024 and 2025, the overall average per acre amount listed in the most current Iowa State University Extension and Outreach Cash Rental Survey for Linn County will be used to calculate the annual cash rent due for the applicable year. Cash rent, payable in full, will be due no later than December 30 of the applicable year.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's prior written consent. Payments from participation in these programs shall belong to Tenant. Crop disaster payments shall belong to Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. All necessary materials, in the amounts required by good husbandry, shall be acquired and paid for by Tenant.

5. ALLOWED USE; PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall use the Real Estate only for the purpose of crop farming. No hunting shall be allowed. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after the lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. DELIVERY OF GRAIN. Not applicable.

7. LANDLORD'S STORAGE SPACE. Not applicable.

8. ENVIRONMENTAL. Landlord makes no warranties or representations as to the environmental condition of the real estate. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals shall not be stored on the premises for more than one year. Farm chemicals for use on other properties shall not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste shall not be disposed of on the premises. Dead livestock shall not be buried on the

premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

9. TERMINATION OF LEASE. This Lease shall terminate on the last date provided in Paragraph 1 hereof. The Lease can be renewed only upon the agreement of both parties upon terms and conditions mutually acceptable.

10. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ 100 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

12. VIOLATION OF TERMS OF LEASE If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

13. NEW IMPROVEMENTS. No improvements whatsoever shall be made to the Real Estate without the Landlord's prior written consent. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

14. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

15. NO AGENCY. Tenant is not an agent of the Landlord.

16. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys'

fees and expenses.

17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

DATE: 2-14, 2023.

TENANT

LANDLORD


Jon Rathje

Linn-Mar Community School District

By: _____

Title: Linn-Mar Board President

BY: _____

Title: CFO/ Board Secretary/ Board Treasurer