

# Inspire Learning. Unlock Potential. Empower Achievement.

Shannon Bisgard Superintendent

Nathan Wear Associate Superintendent/Chief Academic Officer

J.T. Anderson Chief Financial Officer/Chief Operating Officer

Leisa Breitfelder Executive Director of Student Services

Karla Christian Chief HR Officer/Executive Director of Communications

Jeri Ramos Executive Director of Technology Services

Sondra Nelson President Board of Education

#### **MEMO**

To: Linn-Mar Board of Education

From: J.T. Anderson, CFO Date: January 20, 2021

Re: SBRC Application Request for First-Year Staffing Costs

With the additions of Boulder Peak and Hazel Point, the District has the opportunity to request from the SBRC one-time spending authority for qualified initial staffing costs related to the opening of these buildings. Eligible costs for the opening of Boulder Peak is \$1,133,840 and the request for Hazel Point is \$807,700 for a grand total amount **\$1,941,540**.

The District has made an application to the SBRC to appear at their hearing scheduled for March 16, 2021. Please note that the SBRC requires all requests be approved by the District school board prior to submitting the formal request. This item has been placed as action item on the board agenda for January 25, 2021.

# Memorandum

To:

Linn-Mar Board of Education, Shannon Bisgard, Superintendent

From:

Jeff Gustason, Principal J.m. D.

Date:

1/15/2021

Re:

Early Graduation

The following students have applied for early graduation at the end of 1st Semester/2<sup>nd</sup> Quarter in January, 2021:

Blake Bendixen

Aaron Berta

Lucretia Davis

Amara Isaac

Hayley Lederle

Chase Luedeman

Elena Milde

James Sheets

Austin Verge

These students have a post-secondary education plan in place that has been developed with the Linn-Mar High School counseling and COMPASS staffs. These students are on track to meet or exceed Linn-Mar's requirements for graduation by the end of this 1st Quarter.

I recommend the approval of this request pending the successful completion of current course work.



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

**Mandatory Policy** 

Policy Title: Equal Educational Opportunity
Code 104.1

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

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

The Linn-Mar Community School District not to discriminate on the basis of age (for employment), color, creed, national origin, race, religion, marital status (for programs), sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status (for programs), pregnancy, or familial status in its educational programs and its employment practices. The belief in equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Further, the school board affirms the right of all students, staff, and volunteers to be treated with respect and to be protected from intimidation, discrimination, physical harm, and harassment. In the delivery of the educational program, students will treat the employees with respect and students will receive the same in return. Employees have the best interest of the students in min and will assist them in school-related or personal matters if they are able to do so. Students should feel free to discuss problems, whether school-related or personal, with school counselors or other employees.

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

Board policy refers to the term "parents" in many policies. The term "parents" for purposes of the Linn-Mar Community School District Policy Manual means the legal parents, the legal guardians or custodians of a student, and students who have reached the age of majority or are otherwise considered an adult by law.

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

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

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

**Equity Coordinator:** 

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

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

Fax: 319-377-9252

Inquiries regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, are directed to the Affirmative Action Coordinator listed above.

Inquiries regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Region VI Office of Civil Rights, US Department of Education, John C. Kluczynski Federal Building, 230 S Dearborn Street, 37<sup>th</sup> Floor, Chicago, IL 60604 / 312-730-1560 / Fax 312-730-1576 / OCR.Chicago@ed.gov / the Iowa Civil Rights Commissioner at <a href="https://icrc.iowa.gov">https://icrc.iowa.gov</a> or 515-281-4121; or the Iowa Department of Education, Grimes State Office Building, Des Moines, IA 50319 / 515-281-5294. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint to the local level.

Further information and copies of the procedures for filing a complaint are available in the district's central administrative offices and the administrative office in each attendance center.

Adopted: 11/08

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

Revised: 9/10; 4/13; 7/17; 10/17; 11/18; 6/20; 1/21

Related Policy (Code #): 101.1; 104.1-R; 104.1-E1-E5; 400.1; 500.1

Legal Reference (Code of Iowa): §§ 216.6, .9; 256.11; 280.3; 281 IAC 12; 20 USC §§ 1221, 1681, 1701 et seq; 29

USC § 206 et seq; 29 USC § 794; 42 USC §§ 2000d, 2000e; 42 USC §§ 12101 et seq; 34 CFR Pt 100, 104;

IASB Reference: 102



# Students – Equal Education Opportunities for Students

**Mandatory Policy** 

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

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

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

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

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

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

Board policy refers to the term "parents" in many policies. The term "parents" for purposes of this policy manual, means the legal parents, the legal guardians or custodians of a students, and students who have reached the age of majority or are otherwise considered an adult by law.

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

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

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

Linn-Mar Community School District 2999 North 10<sup>th</sup> Street Marion IA 52302

Fax: 319-377-9252

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

Director of the Region VII Office of Civil Rights US Department of Education Citigroup Center, 500 W Madison Street, Suite

Chicago IL 60661-4544 Phone: 312-730-1560

https://www.state.ia.us/government/crc/idex.html

Iowa Department of Education Grimes State Office Building 400 East 14<sup>th</sup> Street Des Moines IA 50319

Phone: 515-281-5294 https://www.educate.ova

This inquiry or complaint to the federal or state offices may be done instead of, or in addition to, a viriquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the district's central administrative office and the administrative office in each attendance center.

Adopted: 9/98

Reviewed: 3/12; 7/13; 10/14; 10/17; 9/20

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

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

IASB Reference: 500



## Policy Title: Compulsory Attendance Code 501.1

Parents within the school district who have children over age 6 and under age 16 by September 15<sup>th</sup>, in proper physical and mental condition to attend school, will have the children attend the school district at the attendance center designated by the board. Students will attend school the number of days or hours school is in session in accordance with the school calendar. Students of compulsory attendance age will attend school a minimum of 90 percent of the approved calendar days or hours. Students not attending the minimum days or hours must be exempted by this policy as listed below or referred to the county attorney.

Exceptions to this policy include children who:

- have completed the requirements for graduation in an accredited school or have obtained a high school equivalency diploma;
- are attending religious services or receiving religious instruction;
- are attending an approved or probationally approved private college preparatory school;
- are attending an accredited nonpublic school;
- are received independent privation instruction; or
- are receiving competent private instruction.

It is the responsibility of the parent of a child to provide evidence of the child's mental and physical inability to attend school or of the child's qualifications for one of the exceptions listed above.

The principal [or designee] will investigate the cause for a student's truancy. If they are unable to secure the truant student's attendance, the principal [or designee] should discuss next steps with the Executive Director of Student Services. If after this referral the student is still truant and all steps in *Policy 501.12 Student Absences - Truancy/Unexcused* have been met, the matter will be referred to the county attorney.

The school will participate in mediation if requested by the county attorney. The Executive Director of Student Services will represent the school district in mediation. The school district will monitor the student's compliance with the mediation agreement and will report violations of the mediation agreement to the county attorney.

Adopted: 6/70

Reviewed: 4/12; 7/13; 10/14; 1/15; 9/20

Revised: 5/11; 10/17; 1/21

Related Policy (Code #): 500.1; 601.2

Legal Reference (Code of Iowa): §§ 259A; 279.10-11; Ch 299; 299A

IASB Reference: 501.3



Policy Title: Entrance Admissions Code 501.2

Children in the school district community will be allowed to enroll in the district's regular education program beginning at age five. The child must be age five on or prior to September 15th to participate in the district's kindergarten/early childhood blended program. The child must be age six on or prior to September 15th to begin the first grade of the education program.

Before the student may enroll in the district's education program, the board will require evidence of age and residency in the form of a birth certificate or other evidence of age before the student may enroll in the school district's education program. It is within the discretion of the superintendent to determine what is satisfactory evidence for proof of age and residency.

Prior to enrollment, the parent must provide the administration with their child's health and immunization certificate. Failure to provide this information within the time period set by the superintendent is reason for suspension, expulsion, or denying admission to the student.

Adopted: 6/70

Reviewed 5/11; 4/12; 10/14; 1/15; 10/17; 9/20

Revised: 7/13; 1/21

Related Policy (Code #): 500.1; 501.1

Legal Reference (Code of Iowa): §§ 139A.8; 144.45(5); 282.1, .3, .6

IASB Reference; 501.4

# Students – Behavior and Discipline

**Mandatory Policy** 



Policy Title: Student Conduct Code 502.1

## **Board Philosophy**

The board believes inappropriate student conduct causes material and substantial disruption to the school environment, interferes with the rights of others, and presents a threat to the health and safety of students, employees, and visitors on school premises.

Students will conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while:

- On district property or on property within the jurisdiction of the school district;
- On school-owned and/or operated school or chartered vehicles;
- Attending or engaged in school activities; and
- Away from school grounds if misconduct will directly affect the good order, efficient management, and welfare of the school district.

All employees of the district will share responsibility for supervising the behavior of students and for seeing that they meet the standards of conduct which have been or may hereafter be established. Emphasis will be placed upon the growth of the student in their ability to discipline themselves.

#### **Student Behavior**

Students who fail to abide by this policy and the administrative regulations supporting it may be disciplined for conduct which disrupts or interferes with the education program, conduct which disrupts the orderly and efficient operation of the school district or school activity, conduct which disrupts the rights of other students to participate in or obtain their education, conduct that is violent or destructive, or conduct which interrupts the maintenance of a disciplined atmosphere.

Disciplinary measures include but are not limited to removal from the classroom or school-related situation, detention, suspension, probation, and expulsion. Consequences for misconduct will be fair and developmentally appropriate.

#### **Assault Against an Employee**

A student who commits an assault against an employee on district property or on property within the jurisdiction of the school district, while on school-owned or school-operated chartered vehicles, or while attending or engaged in school district activities may be suspended by the principal. Notice of the suspension will be sent to the superintendent who shall review the suspension to determine whether to recommend further sanctions against the student, which may include expulsion.

Assault for purposes of this section of this policy is defined as:

- An act which is intended to cause pain or injury to, or which is intended to result
  in physical contact which will be insulting or offensive to another, coupled with
  the apparent ability to execute the act; or
- Any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting, or offensive coupled with the apparent ability to execute the act; or
- Any act of intentionally pointing any firearm, look-a-like, or any other dangerous weapon toward another or displaying in a threatening manner any dangerous weapon, look-a-like, or any other dangerous weapon toward another.

The act is not an assault when the person doing any of the above and the other person are voluntary participants in a sport, social, or other activity not in itself criminal, when the act is a reasonably foreseeable incident of such sport or activity and does not create an unreasonable risk of serious injury or breach of the peace.

# Types of Administrative Discipline

Removal from the classroom or school-related situation means a student is subject to discipline by the responsible administrator. It will be within the discretion of the administrator [or designee] to remove the student. This policy is not intended to address the use of therapeutic classrooms or seclusion rooms for students.

<u>Detention</u> means the student's presence is required during non-school hours for disciplinary purposes. The student can be required to appear prior to the beginning of the school day, after school has been dismissed for the day, or on a non-school day. Whether a student will serve detention and the length of the detention is within the discretion of the licensed employee or the building principal [or designee] disciplining the student.

<u>Suspension</u> means either an in-school suspension, an out-of-school suspension, a restriction from activities, or loss of eligibility.

<u>In-school suspension</u> means the student will attend school but will be temporarily isolated from one or more classes while under supervision. An in-school suspension will not exceed 10 consecutive school days.

<u>Out-of-school suspension</u> means the student is removed from the school environment, which includes school classes and activities. An out-of-school suspension will not exceed 10 school days.

<u>Restriction from school activities</u> means a student will attend school, classes, and practice but will not participate in school activities.

<u>Administrative suspension</u> shall be the removal of a student by an administrator from the immediate area to a safe zone until further administrative review can be conducted.

<u>Probation</u> means a student is given a conditional suspension of a penalty for a definite period of time in addition to being reprimanded. The conditional suspension will mean the student must meet the conditions and terms for the suspension of the penalty. Failure of the student to meet these conditions and terms will result in immediate reinstatement of the penalty.

<u>Expulsion</u> means an action by the school board to remove a student from the school environment, which includes but is not limited to classes and activities for a period of time set by the board not to exceed one calendar year plus the completion of the current school year.

### **Special Education Discipline**

Following the suspension of a special education student, an informal evaluation of the student's placement will take place. The Individual Education Program (IEP) will be evaluated to determine whether it needs to be changed or modified in response to the behavior that led to the suspension.

If during a calendar school year, a special education student's suspensions either in or out of school equal 10 school days on a cumulative basis the IEP team will meet to review the current IEP and determine whether the student is appropriately placed.

# **Regulations**

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

Adopted: 6/70

Reviewed: 5/11; 3/12; 10/14; 1/15; 9/20 Revised: 7/13; 12/16; 10/17; 1/21

Related Policy (Code#): 502.1-R; 502.2; 502.2-R; 502.5; 502.5-R1-R3; 502.6; 502.7; 502.8; 502.8-R; 503.1; 602.5

Legal Reference (Code of Iowa): §§ 279.8; 282.3-5; 708.1; 281 IAC 12.3(6)

IASB Reference: 503.1

# Students – Behavior and Discipline

Policy Title: Search and Seizure Code 502.4

School district property is held in public trust by the board. School district authorities may, without a search warrant, search a student; student lockers; personal effects; desks; work areas; or student vehicles based on a reasonable suspicion that a board policy, school rule, or law has been broken. The search will be in a manner reasonable in scope to maintain order and discipline in the schools; promote the educational environment; and protect the safety and welfare of students, employees, and visitors to the school district facilities. The furnishing of a locker, desk, or other facility or space owned by the school and provided as a courtesy to a student, even if the student provides the lock for it, will not create a protected student area and will not give rise to an expectation of privacy with respect to the locker, desk, or other facility.

School authorities may seize any illegal, unauthorized, or contraband materials discovered in the search. Items of contraband may include but are not limited to non-prescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco, nicotine, weapons, explosives, poisons, and stolen property. Such items are not to be possessed by a student while they are on school district property or on property within the jurisdiction of the school district, while on school owned and/or operated school or chartered vehicles, while attending or engaged in school activities, and while away from school grounds if misconduct will directly affect the good order, efficient management, and welfare of the school district. Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement authorities.

The board believes that such illegal, unauthorized, or contraband materials cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, or visitors on the school district premises or property within the jurisdiction of the school district and are prohibited.

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

Adopted: 7/80

Reviewed: 5/11; 3/12; 7/13; 10/14; 1/15; 10/17; 9/20

Revised: 10/06; 9/09; 1/21

Related Policy (Code#): 502.1; 502.2; 502.2-R; 502.3; 502.3-R; 502.4-R; 502.4-E

Legal Reference (Code of Iowa): 808A; 281 IAC 12.3(6)

IASB Reference: 502.8



# **Students – Behavior and Discipline**

# Policy Title: Search and Seizure Checklist Code 502.4-E

What factors caused you to have a reasonable suspicion that the search of this student or the student's effects, locker, or automobile would turn up evidence that the student has violated or is violating the law, board policy, or school rules?

Eyewitness Account:
By whom:
Date/Time:
• Place:
What was seen:
Information from a Reliable Source:
From whom:
Time received:
How information was received:
Who received the information:
Describe information:
Suspicious Behavior:
Explain:
Student's Past History:
Explain:
Time of search:
Location of search:
Student told purpose of search:
Consent of student requested:
Parent contact (date, time, mode):

Was the search conducted reasonable in terms of scope and intrusiveness?				
<ul> <li>What was searched for:</li> <li>Where was the search:</li> </ul>				
<ul><li>Gender of student:</li><li>Age of student:</li></ul>				
Exigency of the situation:      What type of search was conducted:				
What type of search was conducted:      Who conducted search:				
Who conducted search:  Condon				
• Title: Gender:				
Witness(s):				
Explanation of Search:				
Describe the time and location of the search:				
Describe exactly what was searched:				
What did the search yield:				
What was seized:				
Was anything turned over to law enforcement, if so what:				
Were parents notified of the search including the reason scope?				

Adopted: 8/02 Reviewed: 5/11; 3/12; 7/13; 10/14; 1/15; 10/17; 9/20 Revised: 10/06; 1/21 Related Policy: 502.1; 502.2; 502.2-R; 502.3; 502.3-R; 502.4; 502.4-R IASB Reference: 502.8E1

## Students - Behavior and Discipline



# Policy Title: Corporal Punishment, Mechanical Restraint, and Prone Restraint Code 502.7

The use of corporal punishment, mechanical restraint, and/or prone restraint is prohibited in all schools. Corporal punishment is defined as the intentional physical punishment of a student and is prohibited. It includes the use of unreasonable or unnecessary physical force or physical contact made with the intent to harm or cause pain.

No employee is prohibited from any of the following which are not considered corporal punishment:

Using reasonable and necessary force, not designed or intended to cause pain, may be used with or without advance notice when the use of such force is deemed essential in order to accomplish any of the following purposes:

- To quell a disturbance or prevent an act that threatens physical harm to any person;
- To obtain possession of a weapon or other dangerous objects within a student's control;
- For the purposes of self-defense or defense of others as provided for in Iowa Code Section 704.3;
- For the protection of property as provided for in Iowa Code Sections 704.4 or 704.5;
- To remove a disruptive student from class or any area of school premises or from school-sponsored activities off school premises;
- To protect a student from the self-infliction of harm; and
- To protect the safety of others; or
- The use of incidental, minor, or reasonable physical contact may be used to maintain order and control.

Mechanical restraint means the use of a device as a means of restricting a student's freedom or movement. Mechanical restraint does not mean a device used by a trained individual for specific approved therapeutic or safety purposes for which the device was designed and, if applicable, prescribed, including restraints for medical immobilization, adaptive devices, or mechanical supports used to allow greater freedom of mobility than would be possible without use of such devices or mechanical supports; and vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

Prone restraint means any restraint in which the student is held face down on the floor.

Reasonable physical force should be commensurate with the circumstances of the situation and it should be moderate so as not to cause permanent physical harm to the student. The following factors should be considered in using reasonable physical force for the reasons stated in this policy:

- The size and physical, mental, and psychological condition of the student;
- The nature of the student's behavior or misconduct provoking the use of physical force;
- The instrumentality used in applying the physical force;
- The extent and nature of resulting injury to the student, if any; including mental and psychological injury; and
- The motivation of the school employee using physical force.

Upon request, the student's parents will be given an explanation of the reasons for physical force.

It is the responsibility of the superintendent [or designee] to develop administrative regulations regarding this policy.

Adopted: 7/90

Reviewed: 5/11; 4/12; 7/13; 10/14; 1/15; 10/17; 9/20

Revised: 9/09; 1/21

Related Policy (Code#): 502.1; 502.1-R

Legal Reference (Code of Iowa): §§ 279.8; 280.21; 281 IAC 12.3(6); 103

IASB Reference: 503.1; 503.5



# Policy Title: Physical Restraint and/or Seclusion of Students Code 502.14

It is the goal of the district that all students can learn and grow in a safe and peaceful environment that nurtures the students and models respect for oneself and others. On occasion, trained district employees and others may have to use behavior management interventions, physical restraint, and/or seclusion of students. The goal of these interventions is to promote the dignity, care, safety, welfare, and security of each child and the school community. With this objective in mind, the district will prioritize the use of the least restrictive behavioral interventions appropriate for the situation.

**Physical restraint** means a personal restriction that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Physical restraint does not mean a technique used by trained school employees, or used by a student, for the specific and approved therapeutic or safety purposes for which the technique was designed and, if applicable, prescribed. Physical restraint does not include instructional strategies such as physically guiding a student during an educational task, handshaking, hugging, or other non-disciplinary physical contact.

**Seclusion** means the involuntary confinement of a student in a seclusion room or area from which the student is prevented or prohibited from leaving; however, preventing a student from leaving a classroom or school building are not considered seclusion. Seclusion does not include instances when a school employee is present within the room and providing services to the student, such as crisis intervention or instruction.

### Physical restraint or seclusion is reasonable or necessary only:

- 1. To prevent or terminate an imminent threat of bodily injury to the student or others; or
- 2. To prevent serious damage to property of significant monetary value or significant nonmonetary value or importance; or
- 3. When the student's actions seriously disrupt the learning environment or when physical restraint or seclusion is necessary to ensure the safety of the student or others; and
- 4. When less restrictive alternatives to seclusion or physical restraint would not be effective, would not be feasible under the circumstances, or have failed in preventing or terminating the imminent threat or behavior; and
- 5. When the physical restraint or seclusion complies with all applicable laws.

Prior to using physical restraint or seclusion, employees must receive training in accordance with law. Any individual who is not employed by the district but whose duties could require the individual to use or be present during the use of physical restraint or seclusion on a student will be invited to participate in the same training offered to employees on this topic.

When required by law, the Executive Director of Student Services will ensure a postoccurrence debriefing meeting is held, maintain documentation, and fulfill reporting requirements for each occurrence of physical restraint or seclusion as required by law.

Adopted: 1/21

Related Policy (Code#): 502.1; 502.1-R; 502.7; 502.14-R; 502.14-E1-E3

Legal Reference (Code of Iowa): §§ 279.8; 280.21; 281 IAC 103

IASB Reference: 503.6

**NEW POLICY** 

Code 502.14-R

The Linn-Mar Community School District will comply with 281 Iowa Administrative Code Chapter 103 for the use of physical restraint and seclusion of students including but not limited to:

- A. Physical restraint and seclusion will be used only by employees who have been trained in accordance with applicable law unless a trained employee is not immediately available due to the unforeseeable nature of the occurrence.
- B. As soon as practical after the situation is under control, but within one hour after either the occurrence of the end of the school day, whichever occurs first, the school will attempt to contact the student's parents or guardians using the school's emergency contact system.
- C. The seclusion or physical restraint is used only for as long as necessary based on research and evidence to allow the student to regain control of their behavior to the point that the threat or behavior necessitating the use of the seclusion or physical restraint has ended, or when a medical condition occurs that puts the student at risk of harm. Unless otherwise provided for in the student's written and approved Individualized Education Plan (IEP), Behavioral Intervention Plan (BIP), Individualized Healthcare Plan (IHP), or safety plan, if the seclusion or physical restraint continues for more than 15 minutes:
  - 1. The student will be provided with any necessary breaks to attend to personal and bodily needs, unless doing so would endanger the student or others.
  - 2. An employee will obtain approval from an administrator [or designee] to continue seclusion or physical restraint beyond 15 minutes. After the initial approval, an employee must obtain additional approval every 30 minutes thereafter for the continuation of the seclusion or physical restraint.
  - 3. The student's parents or guardians and the school may agree to more frequent notifications than is required by law.
  - 4. Schools and district employees must document and explain in writing the reasons why it was not possible for employees to comply with *281 Iowa Administrative Code Chapter 103*. Refer to Item H below for investigation information.
- D. The area of seclusion will be a designated seclusion room that complies with the seclusion room requirements in accordance with law, unless the nature of the occurrence makes the use of the designated seclusion room impossible, clearly impractical, or clearly contrary to the safety of the student, others, or both; in that event, the school must document and explain in writing the reasons why a designated seclusion room was not used.

- E. An employee must continually visually monitor the student for the duration of the seclusion or physical restraint.
- F. If an employee restrains a student who uses sign language or an augmentative mode of communication as the student's primary mode of communication, the student will be permitted to have their hands free of physical restraint, unless doing so is not feasible in view of the threat posed.
- G. Seclusion or physical restraint will not be used as punishment or discipline; to force compliance or to retaliate; as a substitute for appropriate educational or behavioral support; to prevent property damage except as provided by law; as a routine school safety measure; or as a convenience to staff.
- H. The Executive Director of Student Services will investigate any complaint or allegation that one or more employees violated any provisions of *281 Iowa Administrative Code Chapter 103*. If the district determines a violation has occurred, corrective action will be taken up to and including termination of the employees involved. If the allegation or complaint involves a specific student, the district will notify the parents or guardians of the involved student about the results of the investigation. If any allegation or complaint is also defined as abuse in *281 Iowa Administrative Code 102.2*, the procedures listed in *Chapter 102* will apply.
- I. The district must comply with and implement *Chapter 103* whether or not a parent consents to the use of physical restraint or seclusion.

Adopted: 1/21

Related Policy (Code#): 502.1; 502.1-R; 502.7; 502.14; 502.14-E1-E3 Legal Reference (Code of Iowa): §§ 279.8; 280.21; 281 IAC 103

IASB Reference: 503.6R1



# Policy Title: Documentation of Use of Physical Restraint and/or Seclusion of Student Code 502.14-E1

# **Documentation of Use of Physical Restraint and/or Seclusion of Student**

Physical restraint or seclusion is used to protect the safety of the student or to protect others who are likely to be in jeopardy should a student's actions continue. All instances of physical support in the form of restraint or seclusion will be documented.

Student's Name:		Building:
Date of Occurrence:	Grade:	Teacher:
Time of Seclusion:	Tim	e of Restraint:
<b>Duration of Total Occurren</b>	ce in Minutes:	
<b>Seclusion:</b> <i>Include all who were those who observed the occurrence.</i>	involved with or imp. Include the informa	Last Training on Restraints and/or plemented the restraint or seclusion, as well as attion of the administrator who approved the att to their name after the completed form is
		estraint/seclusion: Provide a brief havior, including both the student and adult
Student:		
Adult:		

			tudent: (Check all that apply)
Silence/WaitChoice/Option Verbal Redire Removal of D	ns GivenTime ectionsWrit	e Out in Hallway	Adult Proximity (Near or Far) Time Out In ClassroomVisual Redirections elow)
If there is a BI	P for the student,	what strategies	s were used from it:
	udent and adult b		ι the restraint/seclusion:
Student			
Adult:			
Adult:  Describe the re	estraint/seclusion	utilized and the	
Adult:  Describe the re	estraint/seclusion	utilized and the	e reason why: estraint used
Adult:  Describe the re Seclusion Why Used:	estraint/seclusion CPI Restraint & N Danger to self	utilized and the ame of the CPI re	e reason why: estraint used
Adult:  Describe the re Seclusion Why Used: What was the ex	estraint/seclusionCPI Restraint & NDanger to self act safety concern: _	utilized and the ame of the CPI reDanger	e reason why: estraint used to others

	ere any property damage:YesNo ny repairs or replacements needed:
_	y Documentation: " is checked for any items below, please complete and return an Injury Report Form.
2. 3.	Visible marks noticed on student prior:YesNo Injury to student (damage to body) during intervention:YesNo If you answered "yes" in item 2, did the nurse check them:YesNo If you answered "no" in item 3, why were they not checked:
	Details of student injury:
6.	Injury to staff (incident report filled out) during intervention:YesNo If you answered "yes" in item 5, did the nurse check them:YesNo If you answered "no" in item 6, why were they not checked:
	Details of staff injury:
	ribe future approaches to the student's behavior, including possible IEP ings to address behavior concerns:

# If the occurrence involved a period of physical restraint or seclusion that <a href="mailto:exceeds-15 minutes">exceeds 15 minutes</a> an administrator [or designee] must authorize approval of the continuation:

Time Approved:	Administrator's Name/Title:
Reason for length of o	ccurrence:
exceeds 30 minutes	volved a period of physical restraint or seclusion that from the last approval time, an administrator [or norize approval of the continuation:
Time Approved:	Administrator's Name/Title:
Reason for length of o	ccurrence:
J	
If the occurrence las should be offered if	sts longer than 15 minutes a break for bodily needs it is safe to do so:
Time break offered:	Student:AcceptedDeclined
If break was not offere	d, please explain why:

# **Coping Model:**

- **C**ontrol: Check in with student and staff
- **O**rient: What happened
- Patterns: Look for patterns of past behavior
- <u>I</u>nvestigate: Discuss alternatives to the behavior
- $\bullet \quad \underline{\textbf{N}} \text{egotiate: Proceed with plan involving student and staff} \\$
- **G**ive: Give encouragement and praise to student and staff

Cobing Model Check It	odel Check In:
-----------------------	----------------

Student Date: Staff Present:				
<u>Staff</u> : Date: Staff Present:				
Parent/Guardian No Parents/guardians will l control but no more tha first.	be notified as soo			
Spaces below for docur in case they cannot be		•	fy parents/guardians	s are listed
Notification Attempt	: One:			
Employee Attempting N	lotification:			
Parent/Guardian Contac	cted:			
Time/Manner of Notific				
Was notification succes				
Notification Attempt	<u>: Two</u> :			
Employee Attempting N	lotification:			
Parent/Guardian Conta	cted:			
Time/Manner of Notific	ation:			
Was notification succes	cful· Voc	No		

Notification Attempt Three:
Employee Attempting Notification:
Parent/Guardian Contacted:
Time/Manner of Notification:
Was notification successful: Yes No
A written copy of this form was sent to the student's parents or guardians within three school days of the occurrence. Unless the parent or guardian agreed to receive the report by email, fax, or hand delivery; the report must be sent by mail and postmarked by the third day following the occurrence. This report cannot be placed in a student's backpack.  Enclosed with a copy of this form was an invitation for the parents or guardians to participate in a debriefing meeting scheduled in accordance with law set for the following:
Date: Time:
Location:
Reporter's Name: Date:
Building Administrator/Designee Signature:
Documentation Provided By: (Please check one) By mail and postmarked within three school days of occurrence By electronic email upon written request of the parent/guardian By electronic fax By hand delivery Other by written request of the parent/guardian (Please specify other mode below)

Copies provided to:

Parent/Guardian, Student File, and Executive Director of Student Services

# **Students – Behavior and Discipline**



**NEW POLICY** 

# Policy Title: Notice of Debriefing Meeting Regarding Use of Physical Restraint and/or Seclusion of Student Code 502.14-E2

# Notice of Debriefing Meeting Regarding the Use of Physical Restraint and/or Seclusion of Student

Dear [Names of Parents/Guardians],
Recently your student, [Add student's full legal name here], was involved in an occurrence at school that required their physical restraint and/or seclusion as defined by 281 Iowa Administrative Code, Chapter 103; which is included with this letter. A report related to the occurrence is also included with this letter.
I am inviting you to attend a debriefing meeting to engage with us on topics related to this occurrence. With your assistance, we want to foster the continued health, safety, and educational growth of your student. The law requires debriefing meetings be held for such occurrences under the following circumstances:  a. Following the first instance of seclusion or physical restraint during a school year; b. When any personal injury (including physical, mental, and/or psychological) occurs as part of the use of seclusion or physical restraint; c. When a reasonable educator would determine a debriefing session is necessary; d. When suggested by a student's IEP team; e. When agreed to by the parents/guardians and school officials; and f. After seven instances of seclusion or physical restraint of the student.
This letter is intended to inform you that a debriefing meeting, due to reason listed above, will be held on:
Date: Time:
Location & Address:
The following employees will be in attendance at the meeting (include name and title):

If you need to reschedule this meeting, please contact me as soon as possible via email or phone and at least one school day prior to the original date and time listed above.

Your student is allowed to attend this meeting with your consent, and you are welcome to bring a representative of your choosing, if you wish. If you plan to bring a representative, please let me know at least one school day prior to the meeting so that we have an opportunity to make the necessary arrangements to accommodate their attendance.

We look forward to working with you.		
Administrator's Name and Title	Date	
Administrator's Email	Phone	

#### **Enclosures:**

- Report related to student occurrence
- Copy of 281 Iowa Administrative Code, Chapter 103

Disclaimer: This letter and the included items must be mailed via postage, prepaid, first class mail to the parent/guardian within three school days of the original occurrence unless it is agreed upon to have it transmitted electronically via email/fax or picked up in person.



# Policy Title: Documentation of Debriefing Meeting Regarding Physical Restraint and/or Seclusion of Student Code 502.14-E3

# **Debriefing Meeting Notes**

Student Name:	Building:
Date of Original Occurrence:	
Date of Debriefing Meeting:	Time of Meeting:
Location of Debriefing Meeting: _	
Names of all attendees including (*Denotes a role required for attendance)	titles and/or relation to student:
Parent:	
	ence:
*Names of those who administered se	eclusion/restraint:
Behavior/Mental Health Expert:	
Others in Attendance (Name and Title	r):
Documentation reviewed during t	the meeting: (Check all that apply)
Seclusion/Restraint Report	IEP BIP IHP
	er (Please specify below)

Identification of patterns or behavior and proportionate response, if any, in the student and employees involved:	
	· · · · · · · · · · · · · · · · · · ·
Possible alternative responses, if any, to the incide means, if any:	ent; or less restrictive
Additional resources, if any, that could facilitate al future:	ternative responses in the
Plans for additional follow up actions, if any:	
Name and Title of Employee Completing Form	Date
Date Delivered to Parent/Guardian	Method of Transmitta

# LM!

## Students - Student Health & Safety

### **New Mandatory Policy**

Policy Title: Student Health Services
Code 504

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.

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

Adopted: 1/21

Relate Policy (Code #): 504.1 through 504.12

Legal Reference (Code of Iowa): §§ 22.7; 139A.3, .8, .21; 143.1; 152; 256.7(24), .11; 280.23; 281 IAC 12.3(4), (7), (11); 12.4(12); 12.8; 282 IAC 15.3(14); 22; 641 IAC 7; 655 IAC 6; 42 USC §§ 12101 et seq; 34 CFR Pt 99, 104, 200, 300 et seq; 29 USC § 794(a); 28 CFR .35; 20 USC 1232g § 1400 6301 et seq

IASB Reference: 607.2

# LIM. Busil

# **Business Procedures - Fiscal Management**

Policy Title: Financial Records

**Code 801.8** 

Financial records of the school district are maintained in accordance with Generally Accepted Accounting Principles (GAAP) as required or modified by law. School district monies are received and expended from the appropriate fund and/or account. The funds and accounts of the school district will include but not be limited to:

## **Governmental Fund Type:**

- General Fund
- Special Revenue Fund
  - Management Levy Fund
  - Public Education and Recreation Levy Fund (PERL)
  - Student Activity Fund
- Capital Projects Fund
  - Physical Plant and Equipment Levy Fund (PPEL)
  - Secure and Advanced Vision for Education (SAVE)

## **Proprietary Fund Type:**

- Enterprise Fund
  - School Nutrition Fund
  - Aquatic Center Fund
  - Student Store Fund
- Internal Service Fund

# **Fiduciary Funds:**

- Trust
  - Expendable Trust Funds
  - Non-expendable Trust Funds
  - Pension Trust Funds
- Agency Custodial Funds

## **Account Groups:**

- General Capital Assets Account Group
- General Long Term Debt Account Group

The general fund is used primarily for the education program. Special revenue funds are used to account for monies restricted to a specific use by law. Capital project funds are used to account for financial resources to acquire or construct major capital facilities (other than those of proprietary funds and trust funds) and to account for revenues from SAVE. A debt service fund is used to account for the accumulation of resources for, and the payment of, general long term debt principal and interest. Proprietary

funds account for operations of the school district operated similar to private business, or they account for the costs of providing goods and services provided by one department to other departments on a cost reimbursement basis. Fiduciary funds are used to account for monies or assets held by the school district on behalf of, or in trust for, another entity. The account groups are the accounting records for capital assets and long term debt.

The board may establish other funds in accordance with Generally Accepted Accounting Principles (GAAP) and may certify other taxes to be levied for the funds as provided by state law. The status of each fund must be included in the annual report.

It is the responsibility of the superintendent to implement this policy and bring necessary changes in the maintenance of the school district's financial records to the attention of the board.

Adopted: 3/17 Reviewed: 12/18

Related Policy (Code#): 801.1

Legal Reference (Code of Iowa): §§ 291; 298; 298A; 281 IAC 98

Policy Title: School Organization Code 601.1

The Linn-Mar Community School District will be organized into levels of instruction as follows:

# **Early Childhood**

Early childhood will consist of two program options:

- 1. Four-year old voluntary preschool program; and
- 2. Five-year old early childhood blended program.

## **Elementary**

The elementary schools will consist of kindergarten and grades one through five four.

#### Intermediate

The intermediate schools will consist of grades five and six.

### **Middle School**

The middle schools will consist of grades six, seven and eight.

#### **High School**

The high school will consist of grades 9 through 12.

Adopted: 6/70

Reviewed: 6/1; 6/12; 4/15; 1/18

Revised: 9/13; 1/21

Related Policy (Code#): 100.1; 101.1; 102.1

# Education Program — General Organization

**Mandatory Policy** 

Policy Title: School Calendar Code 601.2

The school calendar will accommodate the education program of the school district. The school calendar will be for a minimum of 191 days or 1,215 hours and include but not be limited to the days for student instruction, staff development, in-service days, and teacher conferences.

The academic school year for students will be for a minimum of 180 days or 1,080 hours in the school calendar. with the exception of an adopted innovative calendar. In implementing an innovative calendar the district will follow state code for the start of the school year. The academic school year for students will begin no sooner than August 23rd. Employees may be required to report to work prior to this date.

Special Education students may attend school on a school calendar different from that of the regular education program consistent with their Individualized Education Program (IEP).

The board, following state code, may excuse graduating seniors from up to five days of instruction or 30 hours of instruction after the district's requirements for graduation have been met. The board may also excuse a graduating senior from making up days missed due to inclement weather if the student has met the district's graduation requirements.

It is the responsibility of the superintendent [or designee] to develop the school calendar for recommendation, approval, and adoption by the board on an annual basis.

The board may amend the official school calendar when they consider the change to be in the best interest of the district's education program. The board will hold a public hearing on any proposed school calendar prior to adoption.

Adopted: 6/70

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

Revised: 4/15; 1/21

Legal Reference (Code of Iowa): §§ 20.9; 279.10; 280.3; 299.1(2); 281 IAC 12.1(7); 41.106

IASB Reference: 601.1

# LINN-MAR Community School District

## **Education Program – Programs of Instruction**

**Policy Title: Basic Instruction Program Code 602.1** 

The basic instruction program will include but not be limited to the curriculum required for each grade level by the Iowa Department of Education and reflect educational standards. The instructional approach will be gender-fair and multicultural.

The basic instruction program of students enrolled in early childhood programming will include curricula and instruction designed to develop and extend literacy skills in expressive and receptive language, numeracy, social and interaction skills, and fine and gross motor skill acquisition.

The basic instruction program of students enrolled in kindergarten is designed to develop healthy emotional and social habits, literacy and communications skills, numeracy, the capacity to complete individual tasks, character education, and the ability to protect and increase physical well-being with attention given to experiences relating to the development of life skills and human growth and development.

The basic instruction program of students enrolled in grades one through five six will include English-language arts, social studies, mathematics, science, health, human growth and development, physical education, traffic safety, music, and visual arts. Beginning July 1, 2023; computer science will also be offered during at least one grade level.

The basic instruction program of students enrolled in grades six; seven and eight will include English-language arts, social studies, mathematics, science, health, human growth and development, family/consumer/career, technology education, physical education, music, visual arts, and world languages. Beginning July 1, 2023; computer science will also be offered during at least one grade level.

The basic instruction program of students required by the state educational standards enrolled in grades 9 through 12 will include but not be limited to: English-language arts (6 units), social studies (5 units), mathematics (6 units), science (5 units), health (1 unit), physical education (1 unit), fine arts (3 units), foreign language (4 units), financial literacy (1/2 unit), and vocational education (12 units). Beginning July 1, 2022; computer science (1/2 unit) will also be offered.

The board may, in its discretion, offer additional courses in the instruction program for any grade level.

Each instruction program is carefully planned for optimal benefit taking into consideration the financial condition of the school district and other factors deemed relevant by the board or superintendent. Each instruction program's plan should

describe the program, its goals, the effective materials, the activities, and the method for student evaluation.

An individual student may advance through the academic sequence offered in the instruction program at an accelerated pace provided the age, appropriateness, and affordability can be reasonably accommodated.

It is the responsibility of the superintendent [or designee] to develop administrative regulations stating the required courses and optional courses for early childhood, kindergarten, grades one through five six, grades six, seven and eight, and grades nine through 12; including program descriptions, goals, and methods for student assessment/evaluation.

Adopted: 6/70 Reviewed: 6/11; 1/18

Revised: 7/12; 9/13; 4/15; 9/19; 1/21

Legal Reference (Code of Iowa): §§ 216.9; 256.11; 279.8; 280.3-14; 281 IAC 12.5, 20 USC § 1232h; 34 CFR Pt 98

IASB Reference: 603.1

Policy Title: Dual Enrollment Code 602.3

The parent, guardian, or legal custodian of a student receiving competent private instruction may also enroll the student into the school district in accordance with state law and policy. The student will be considered under dual enrollment.

The parent, guardian, or legal custodian requesting dual enrollment for the student should notify the board secretary prior to the third Friday of September each year on forms provided by the school district. On the form, they will indicate the co/extracurricular and academic activities in which the student is interested in participating. The forms are available at the central administration office. After the student notifies the school district what activities they wish to participate in, the school district will provide information regarding the specific programs.

A dual enrollment student is eligible to participate in the district's co/extra-curricular and academic activities in the same manner as other students enrolled in the school district. The policies and administrative rules of the district will apply to dual enrollment students in the same manner as the other students enrolled in the school district. These policies and administrative rules will include but not be limited to athletic eligibility requirements, the good conduct rule, academic eligibility requirements, and the payment of the fees required for participation.

A dual enrollment student whose parent or legal custodian has chosen standardized testing as the form of the student's annual assessment will not be responsible for the cost of the test or the administration of the test.

The applicable legal requirements for dual enrollment including but not limited to those related to reporting and eligibility will be followed. It is the responsibility of the superintendent [or designee] to develop administrative regulations regarding this policy.

Adopted: 11/92

Reviewed: 6/11; 4/15; 1/18 Revised: 7/12; 9/13; 1/21 Related Policy (Code#): 602.2

Legal Reference (Code of Iowa): §§ 279.8; 299A; 281 IAC 31

IASB Reference: 604.7

# Education Program — Programs of Instruction

**Mandatory Policy** 

Policy Title: Special Education Code 602.5

The board recognizes some students have different educational needs than other students. The board will provide a free, appropriate, public education program and related services to students identified in need of special education.

Special education services will be provided from birth until the appropriate education is completed, age 21 or to maximum age allowable in accordance with the law. Students requiring special education will attend general education classes, participate in non-academic and extra/co-curricular services and activities, and receive services in a general education setting to the maximum extent appropriate to the needs of each individual student. The appropriate education for each student is written in the student's Individualized Education Plan (IEP).

Special education students are required to meet the requirements stated listed for Special Education in board policy 605.3 Graduation Requirements and in their IEPs for graduation. It is the responsibility of the superintendent [or designee] and the area education agency Director of Special Education to provide or make provisions for appropriate special education and related services.

Children from birth through age two and children ages three through age five are provided comprehensive special education services within the public education system. The school district will work in conjunction with the area education agency to provide services, at the earliest appropriate time, to children with disabilities from birth through age two. This is done to ensure a smooth transition of children entitled to early childhood special education services.

Adopted: 6/70

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

Revised: 10/07; 1/21

Related Policy (Code#): 605.3

Legal Reference (Code of Iowa): §§ 256.11(7); 256B; 273.1-2, .5, .9(2-3); 280.8; 281 IAC 41.109, 41.404; 20 USC

§§ 1400 et seq; 34 CFR Pt 300

IASB Reference: 603.3



## **Education Program – Programs of Instruction**

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

In accordance with this policy, students in grades 9 through 12 may receive academic or vocational/technical education credits that count toward graduation requirements set out by the board for courses successfully completed in post-secondary educational institutions. Students and parents or guardians will be made aware of the post-secondary instructional opportunities as part of the development of each student's individual career and academic plan as required by law. Students may receive academic or vocational/technical education credits through an agreement between a post-secondary educational institution or with the board's approval on a case-by-case basis.

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

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

Students in grades 9 through 12 who successfully complete courses in post-secondary educational institutions under an agreement between the district and the post-secondary educational institution will receive academic and vocational/technical education credits in accordance with the agreement. The superintendent [or designee] shall grant to a student who successfully completes a post-secondary education option (PSEO) course a unit of high school graduation credit for every unit of high school level instruction successfully completed. Students may not enroll on a full-time basis to a post-secondary institution through the PSEO program.

Students who have completed the eleventh grade but who have not completed the graduation requirements set out by the board may take up to seven semester hours of credit at a post-secondary educational institution during the summer months when school is not in session, if the students pay for the courses. Upon successful completion

of the summer courses, students will receive academic or vocational/technical education credits toward graduation requirements which are set by the board. Successful completion of the courses is determined by the post-secondary educational institution.

Students in grades 11 and 12 who take courses other than courses taken under an agreement between the district and the post-secondary educational institution, will be responsible for transportation without reimbursement to and from the location where the course is being offered.

Ninth and tenth grade talented and gifted students and all students in grades 11 and 12 will be reimbursed for tuition and other costs directly related to the course up to \$250. Students who take courses during the summer months when school is not in session will be responsible for the costs of attendance for the courses.

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

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

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

Adopted: 11/92 Reviewed: 1/10; 6/12

Revised: 6/11; 9/13; 4/15; 1/18; 11/18; 1/21

Legal Reference (Code of Iowa): §§ 256.7, .11, 258; 261E; 279.61; 280.3, 280.14; 281 IAC 12 and 22

IASB Reference: 604.6



**Mandatory Policy** 

Policy Title: Graduation Requirements Code 605.3

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

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

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

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

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

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

course of study will be in alignment with the Linn-Mar High School graduation requirements. The IEP team will determine strategies to meet the graduation requirements for the student. Beginning with the class of 2022, graduation requirements for Special Education students will include successful completion of four years of English, three years of math, three years of social studies, and three years of science [4-3-3-3].

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

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

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

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

Adopted: 12/71 Reviewed: 9/12; 4/18

Revised: 6/11; 10/3; 2/15; 11/18; 6/19; 1/21

Legal Reference (Code of Iowa): §§ 256.7, .11, .41; 279.8; 280.3, .14; 281 IAC 12.3(5); 125

IASB Reference: 505.5



Inspire Learning.
Unlock Potential.
Empower Achievement.

School Board Meeting Minutes January 11, 2021

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

The Linn-Mar School Board meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Isenberg, Lausen, Morey, Nelson, Wall, and Weaver. Administration present: Bisgard, Anderson, Christian, Ramos, and Wear. Absent: Breitfelder.

## 200: Adoption of the Agenda Motion 086-01-11

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

## 300: Audience Communications

Superintendent Bisgard shared that there were 20 letters received in strong support of the lowa BIG program. Due to the length and quantity of the letters they will not be read aloud, but hard copies have been shared with the board members.

## 400: Informational Reports, Discussions, and Presentations

## 401: Community Promise - Exhibit 401.1

Emily Russ, Workforce & Communications Director for the Marion Economic Development Corporation (MEDCO), shared an update on the Community Promise program including information on the Marion Community Build Project, the first Pursuit Grant Recipient (Corbin Kruser from the Marion Independent School District), and some remote learning tools, stats, and goals of the Community Promise Program.

## 402: Project Based Learning – Exhibit 402.1

Mark Hutcheson, Director of High School Teaching & Learning, shared information on Venture Academics, the new Linn-Mar Project Based Learning Program that will be replacing the district's participation in Iowa BIG. Information was shared on what the program is about, why the district is transitioning to the program, why the transition is occurring now, how the program will work, planning that has occurred, and what a day in the life of a Venture student might look like.

## 403: Board Visit

Board members reported they enjoyed the enthusiasm of the teachers and administrators during their December 17<sup>th</sup> visit to Boulder Peak Intermediate and that they were impressed with the integrative technology being utilized.

## 404: Marion City Council

Wall and Buchholz reported there were no district-related items discussed during the December 17<sup>th</sup> and January 7<sup>th</sup> Marion City Council meetings.

## 405: Career & Technical Education Committee

Nelson reported that during the January 6<sup>th</sup> CTE meeting the discussion centered on Project Based Learning at the high school level.

## 406: Cabinet Update & Return-to-Learn Plan - Exhibit 406.1

Superintendent Shannon Bisgard shared that the K-6 grade students and staff were excited to be back to in-person learning. The following information was also given as the criteria that will be utilized to determine the use of snow days versus virtual learning days:

- Snow Days/Teacher Work Days: No school for students and teachers work from home.
  - o Traditional snow days will typically be used on "last minute" (5:00 AM) decisions.
  - Virtual learning will NOT be held on these days.
  - Due to the number of hours built into the district calendar, these days will NOT be made up by students or staff. They will count as contract days for teachers; who will be allowed to work from home.
- Virtual Learning Days: Students and teachers hold school from home.
  - o Typically held when advance notice is available on weather decisions (the night before).
  - o Schedules on these days will be the same as those utilized prior to Thanksgiving break.
- Late Starts or Early Dismissals: Procedures will remain as always done.
  - o No AM preschool or K-6 virtual learning on late starts.
  - No PM preschool or K-6 virtual learning on early dismissals.

Information from the Linn County Department of Public Health on COVID vaccinations was also shared, including the news that it could be months before educational staff are vaccinated due to slow distribution and supply demands. District COVID numbers are being continually monitored and the board will reassess and decide on the Return to Learn Plan for third quarter during the January 25<sup>th</sup> meeting.

## **500: Unfinished Business**

## 600: New Business

## 601: Discussion on Potential Facility Needs

Superintendent Bisgard facilitated a discussion on potential facility needs. A short review of the 10-year Capital Project Improvement Plan was shared; which included an enrollment threshold of 2,800 students before a second high school was potentially needed. Based on current enrollment trends, it is believed this threshold will not be met within the next 10 years. Board members were in agreement that 2,800 remain as the enrollment threshold and requested additional information on potential facility needs. Bisgard will collect the information requested and the board will continue the discussion at future meetings.

## 602: At Risk/Dropout Prevention Application *Motion 087-01-11*

**MOTION** by Lausen to approve the 2021-22 At-Risk/Dropout Prevention Modified Supplemental Application in the amount of \$1,338,750.00, and for this amount to be submitted to the School Budget Review Committee for consideration of increased spending authority. Second by Wall. Voice vote, all ayes. Motion carried.

## 603: Revised 2021-2022 School Year Calendar - Exhibit 603.1 Motion 088-01-11

**MOTION** by Buchholz to approve the revised 2021-2022 school calendar, as presented. Second by Lausen. The revision included moving up the new teacher orientation days, replacing regular staff professional learning days with personalized staff learning days, and changing the August 26<sup>th</sup> and 27<sup>th</sup> staff half work days to full work days in order to meet teacher contract days. There were no changes made to student attendance days. Voice vote, all ayes. Motion carried.

## 604: Open Enrollment Requests Motion 089-01-11

**MOTION** by Lausen to approve the open enrollment requests, as presented. Second by Buchholz. Voice vote, all ayes. Motion carried.

Approved OUT

Name	Grade	Requested District	Reason
Senters, Caden	10 <sup>th</sup>	Cedar Rapids CSD	Good cause
Senters, Jeron	11 <sup>th</sup>	Cedar Rapids CSD	Good cause

## Denied OUT

Name	Grade	Requested District	Reason
Xiya, Gabriella	9 <sup>th</sup>	Marion Independent	Late; no good cause

## 700: Consent Agenda Motion 090-01-11

**MOTION** by Wall to approve the consent agenda, as presented. Second by Lausen. Nelson extended a welcome to Chris Gates, the newly-hired Operations & Maintenance Manager. Voice vote, all ayes. Motion carried.

## 701: Personnel

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Gates, Chris	O&M: Manager	1/8/21	\$85,000/year
Good, Troy	BP: Student Support Associate	1/6/21	LMSEAA II, Step 10
Grensteiner, Susan	BP: Student Support Associate	1/4/21	LMSEAA II, Step 15
Lansing, Don	From BP to EX Student Support Associate	1/4/21	Same
McCloy, Jenny	From OR NS General Help to EH Student Support Assoc	1/4/21	LMSEAA II, Step 16
Norris, Megan	AC: Aquatic Instructor/Diving	1/4/21	\$12.00/hour
Pelikan, Emily	LRC: Computer Technician	1/11/21	\$22.00/hour
Potratz, Natalee	From LG to BP Student Support Associate	1/18/21	Same

Classified Staff: Resignation

Oldoonied Otan: Neosghation				
Name	Assignment	Dept Action	Reason	
Basu, Soumi	WF: General Ed Assistant	1/12/21	Other employment	
Bjork, Dawn	LG: Student Support Associate	1/5/21	Personal	
Bruce, Niona	WF: Student Support Associate	12/22/20	Other employment	
Coleman, Jabrianna	HP: Student Support Associate	1/8/21	Personal	
Moos, Crystal	HP: Lead Cook	12/11/20	Personal	
Powell, Christine	O&M: Custodian	1/4/21	Personal	
Riherd, Michelle	LRC: Payroll Technician	1/8/21	Personal	
Smith, Editha	IC: Custodian	12/28/20	Personal	

Co/Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Finnerty, Mike	HS: Assistant Varsity Boys Track Coach	12/3/20	Personal
Wood, Polly	HS: Assistant Varsity Girls Golf Coach	1/6/21	Personal

## 702: Approval of December 14th Minutes – Exhibit 702.1

## 703: Approval of Bills - Exhibit 703.1

## 704: Approval of Contracts – Exhibits 704.1-7

- 1. Change order #13 with Knutson Construction for Hazel Point Intermediate
- 2. Change order #3 with DC Taylor Company for the Bowman Woods roof project
- 3. Agreement with Xello for use of their student career information system
- 4. Agreement with Forecast5 Analytics for use of the 5Lab program
- 5. Cooperative agreement with University of Iowa for the student teaching program
- 6. Student teaching affiliation agreement with Grand Canyon University
- 7. Independent contractor agreement with Michele Safavi
- 8. Interagency agreements for Special Education services with Cedar Rapids CSD (3), Clayton Ridge CSD (2), Dubuque CSD (1), Marion Independent (2), and REM Iowa (1). For student confidentiality, exhibits not provided.

## 705: Informational Financial Reports – Exhibits 705.1-2

- 1. School Finance and Cash Balance Reports as of November 30, 2019
- 2. School Finance and Cash Balance Reports as of November 30, 2020

## 800: Board Communications, Calendar, and Committees

## 801: Board Communications

Buchholz congratulated Associate Superintendent Wear on his TV interview regarding the hand sanitizer donation the district received from Cedar Ridge Winery and Distillery.

## 802: Board Calendar

Date	Time	Event	Location/Comments
January 14	11:30 AM	Board Visit	Westfield Elementary
January 19	12:00 PM	Superintendent's Lion Learning	Virtual
January 19	5:30 PM	Superintendent's Lion Learning	Virtual
January 20	11:30 AM	Policy Committee	Virtual
January 21	7:30 AM	Finance/Audit Committee	LRC Conference Room 203
January 21	5:30 PM	Marion City Council (Isenberg)	Virtual
January 25	5:00 PM	Board Meeting	LRC Boardroom/YouTube
January 28	11:30 AM	Board Visit	Bowman Woods Elementary
Date	Time	Event	Location/Comments
Date	rinie	Lvent	Location/Comments
February 2	8:00 AM	Marion Legislative Day	Virtual
February 2	8:00 AM	Marion Legislative Day	Virtual
February 2 February 2	8:00 AM TBD	Marion Legislative Day Linn County Conference Board (Buchholz)	Virtual Virtual
February 2 February 2 February 4	8:00 AM TBD 5:30 PM	Marion Legislative Day Linn County Conference Board (Buchholz) Marion City Council (Lausen)	Virtual Virtual Virtual
February 2 February 2 February 4 February 8	8:00 AM TBD 5:30 PM 5:00 PM	Marion Legislative Day Linn County Conference Board (Buchholz) Marion City Council (Lausen) Board Meeting	Virtual Virtual Virtual LRC Boardroom/YouTube
February 2 February 2 February 4 February 8 February 11	8:00 AM TBD 5:30 PM 5:00 PM 11:30 AM	Marion Legislative Day Linn County Conference Board (Buchholz) Marion City Council (Lausen) Board Meeting Board Visit	Virtual Virtual Virtual Virtual LRC Boardroom/YouTube Excelsior Middle School

## 803: Committees and Advisories

Committee	2020-21 Representatives
Finance/Audit Committee	Buchholz, Isenberg, and Morey
Policy/Governance Committee	Lausen, Wall, and Weaver
Career & Technical Education Advisory (CTE)	Buchholz, Morey, and Nelson
School Improvement Advisory Committee (SIAC)  Buchholz, Isenberg, and Wall	
Facilities Advisory Committee	Morey, Nelson, and Weaver
Iowa BIG Advisory Board	Lausen
Community Promise	Nelson
Linn County Conference Board	Buchholz

900: Adjournment Motion 091-01-11 MOTION by Lausen to adjourn the meeting at 7:13 PM. Second by Buchholz. Voice vote, all ayes. Motion carried.

	Sondra Nelson, School Board President
<u> </u>	
	JT Anderson, Board Secretary/Treasurer

IA - Warrants Paid Listing			Criteria	
Fiscal Year: 2020-2021		Date Range:	01/08/2021 - 01/21/	202
Vendor Name	Description		Check Total	
Fund: AQUATIC CENTER			Check Total	
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY		<b>CO 100 00</b>	
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE		\$2,183.38	
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC		\$41.05	
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE		\$175.52	
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC		\$41.05	
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHO		\$175.52	
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	JLDING	\$201.07	
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS		\$166.82	
MADISON NATIONAL LIFE INS. CO., INC			\$250.36	
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE		\$5.00	
TREASURER ST OF IA	ER LIAB-DISTRICT DISABILITY		\$12.68	
THE ROOKER OF OF IA	STATE INCOME TAX WITHHOLD	JING 	\$63.17	
Fund: DEBT SERVICE		Fund Total	\$3,315.62	
UMB BANK, N.A.	OTHER PROFESSIONAL		\$1,200.00	
		Fund Total	Min Southern September 1970	
Fund: GENERAL		r and rotar	. φ1,200.00	
4 IMPRINT INC	GENERAL SUPPLIES		\$311.07	
ACME TOOLS	INSTRUCTIONAL SUPPLIES		\$2,189.99	
ACUTRANS	Professional Educational Services		\$542.07	
ADVANCE AUTO PARTS	TRANSP. PARTS		\$1,000.01	
ADVANCED SIGNS INC	INSTRUCTIONAL SUPPLIES		\$678.75	
ADVANTAGE	GENERAL SUPPLIES		\$98.63	
AGVANTAGE FS	PROPANE		\$3,107.06	
AHLERS AND COONEY, P.C.	LEGAL SERVICES		\$387.00	
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES		\$103.11	
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES		\$473.12	
ALLIANT ENERGY	ELECTRICITY		\$29,826.33	
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES			
ASAVIE TECHNOLOGIES INC	COMPUTER SOFTWARE		\$10.44	
ATLANTIC COCA-COLA	INSTRUCTIONAL SUPPLIES		\$645.00	
ATTAINMENT COMPANY INC	INSTRUCTIONAL SUPPLIES	ec.	\$927.76	
BALDWIN CRAIG	TRAVEL		\$292.95	
BISGARD SHANNON	TRAVEL		\$74.69	
BRECKE	OTHER PROFESSIONAL		\$20.28	
BROWN PHILIP	TRAVEL		\$1,654.00	
BURGESS GAYLA	TRAVEL		\$4.21	
CALCARA MARILYN			\$3.12	
CEDAR RAPIDS COMM SCH DIST	TRAVEL		\$20.44	
NUMBEROOMS TO THE ON THE WARREST WAR THE WARREST TO THE PROPERTY OF THE PROPER	PROF SERV: EDUCATION		\$38.22	
CEDAR RAPIDS COMM. SCHOOL/RW	PROF SERV: EDUCATION		\$11,072.10	
CEDAR RAPIDS WATER DEPT	WATER/SEWER		\$743.39	
CENTURYLINK	TELEPHONE		\$2,118.51	
COLLECTION	EE LIAB-GARNISHMENTS		\$3,807.41	
COOKSLEY DAWN	TRAVEL		\$68.09	
CR/LC SOLID WASTE AGENCY	GARBAGE COLLECTION	223/2Habbacotts/2mmana	\$631.10	
rinted: 01/21/2021 11:10:46 AM Report: rpt	AChecksPaidListing	2020.4.13	Page:	1

## IA - Warrants Paid Listing Date Range:

Year: 2020-2021	Description	Check Total
Vendor Name	INSTRUCTIONAL SUPPLIES	\$400.00
DEC-COUNCIL FOR EXCEPTION CHILDREN	INSTRUCTIONAL SUPPLIES	\$1,441.00
DRY CLEANING PLUS	OTHER PROFESSIONAL	\$1,779.39
EMPLOYEE RESOURCE SYSTEMS, INC	INSTRUCTIONAL SUPPLIES	\$5.18
FAREWAY STORES	EE LIAB-DIR DEP NET PAY	\$3,138,412.42
FARMERS STATE BANK		\$31,800.00
FORECAST5 ANALYTICS, INC	COMPUTER SOFTWARE	\$49.98
FUTURE LINE	MAINTENANCE SUPPLIES	\$3,527.52
FUTURE LINE	REPAIR PARTS	\$375.50
GOODWILL OF THE HEARTLAND	TUITION IN STATE	\$389.00
GRAINGER	MAINTENANCE SUPPLIES	\$13.85
GRANT WOOD AEA	GENERAL SUPPLIES	\$851.47
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$316.80
GRANT WOOD AEA	OTHER PROFESSIONAL	\$26,120.00
GRANT WOOD AEA	PROF SERV: EDUCATION	\$164.97
HALVERSON GINGER	TRAVEL	\$2,660.80
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$406.00
HASSINGER ENTERPRISES LLC	TRAVEL	\$199.00
HATCHING RESULTS, LLC	INSTRUCTIONAL SUPPLIES	1 V 0 00000 0 00
HESS JAN	TRAVEL	\$130.07
HTS AG	EQUIPMENT >\$1999	\$2,780.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$559.29
IMON COMMUNICATIONS LLC	INTERNET	\$10.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$3,864.99
INDEPENDENCE COMM SCHOOL DIST	TUITION OPEN ENROLL	\$3,606.62
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$64,123.11
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$274,181.37
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$64,123.11
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$274,181.37
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$396,252.28
	MAINTENANCE SUPPLIES	\$230.10
INTERSTATE ALL BATTERY CENTER	DUES AND FEES	\$130.00
IOWA DEPT OF NATURAL RESOURCES	EE LIAB-GARNISHMENTS	\$271.22
IOWA DEPT OF REVENUE - ADMIN WAGE LEVY	EE LIAB-IPERS	\$327,160.34
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$491,000.48
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-CHARITY	\$23.00
IOWA SHARES	OTHER PROFESSIONAL	\$342.00
ISFIS	INSTRUCTIONAL SUPPLIES	\$163.00
JCD REPAIR	REPAIR PARTS	\$849.51
JOHNSTONE SUPPLY	INSTRUCTIONAL SUPPLIES	\$3,600.00
JOSTENS, INC		\$9.44
KNIGHTON SHAWN	TRAVEL	\$43.76
KOENEN KARLA	TRAVEL	\$7,833.48
KONE INC	OTHER PROFESSIONAL	\$658.24
LINDER TIRE SERVICE INC	VEHICLE REPAIR	\$25.00
LINN COUNTY PUBLIC HEALTH	DUES AND FEES	\$28,939.20
LINN COUNTY REC	ELECTRICITY	

Criteria

01/08/2021 - 01/21/2021

## IA - Warrants Paid Listing

<u>Criteria</u>

Fiscal Year: 2020-2021

Date Range:

01/08/2021 - 01/21/2021

Vendor Name	Description	Check Total
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$541.83
LOCKFAST, INC	INSTRUCTIONAL SUPPLIES	\$102.60
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,479.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$13,271.66
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$188.00)
MARCO TECHNOLOGIES, LLC	Copies	\$2,827.05
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$859.55
MEDIACOM	INTERNET	\$216.02
MEDIACOM	TELEPHONE	\$256.90
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$219.05
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$94.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$39,676.08
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$530,515.78
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$3,370.70
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$28,130.00
MID AMERICAN ENERGY	NATURAL GAS	\$20,505.12
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$110.73
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR/MAINT SERVICE	\$277.09
OFFICE EXPRESS	GENERAL SUPPLIES	\$790.98
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$169.69
ORKIN PEST CONTROL	Pest Control	(\$4.78)
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$365.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$234.00
Polk County Sheriff	EE LIAB-GARNISHMENTS	\$168.99
PROJECT LEAD THE WAY	INSTRUCTIONAL SUPPLIES	\$1,237.13
PROVIDENT LIFE/ACCIDENT INS. CO.	EE LIAB-VOL/SUN LIFE INS	\$1,375.00
PYRAMID EDUCATIONAL CONSULTANTS	INSTRUCTIONAL SUPPLIES	\$2,657.36
RANBARGER ANNA	TRAVEL	\$45.00
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$5.85
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$148.83
ROCK VALLEY PHYSICAL THERAPY CENTER	PROF SERV: EDUCATION	\$538.72
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$7,500.00
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$316.00
SCHOLASTIC BOOK FAIR INC	LIBRARY BOOKS	\$380.00
SCHOLASTIC MAGAZINE	LIBRARY BOOKS	\$434.75
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$256.50
SCHULT BARBARA	TRAVEL	\$51.56
STATE HYGIENIC LABORATORY		\$177.92
SUN LIFE FINANCIAL EBG	GENERAL SUPPLIES	\$13.50
SYNOVIA SOLUTIONS, LLC	EE LIAB-VOL/SUN LIFE INS	\$3,967.55
THE SHREDDER	COMPUTER SOFTWARE	\$288.35
TREASURER ST OF IA	OTHER PROFESSIONAL	\$240.00
TYLER BUSINESS FORMS	STATE INCOME TAX WITHHOLDING	\$181,732.98
	GENERAL SUPPLIES	\$609.41
U.S. CELLULAR	TELEPHONE	\$197.65

A - Warrants Paid Listing	Date Range	<u>Criteria</u> : 01/08/2021 - 01/21/2021
iscal Year: 2020-2021	Description	Check Total
Vendor Name		\$10,000.00
U.S. POSTAL SERVICE (POSTAGE BY PHONE)	POSTAGE/UPS	\$338.01
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$945.10
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$1,111.00
USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES	\$220.00
VALUE INSPIRED PRODUCTS/SERVICES	REPAIR PARTS	\$652.80
VERIZON WIRELESS	INTERNET	\$413.04
VERIZON WIRELESS	TELEPHONE	\$312.20
VERNIER SOFTWARE & TECHNOLOGY	INSTRUCTIONAL SUPPLIES	\$37.99
VISUAL EDGE INC	INSTRUCTIONAL SUPPLIES	\$66,024.62
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$374.61
WALMART	INSTRUCTIONAL SUPPLIES	\$85.47
WARD'S NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES	\$560.12
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$19.07
YOUNG JACOB	TRAVEL	
100110 011001	Fund	d Total: \$6,146,110.34
Fund: NUTRITION SERVICES	EE LIAB-GARNISHMENTS	\$182.00
COLLECTION		\$66,830.16
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,289.02
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$5,511.69
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,289.02
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$5,511.69
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$5,220.65
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$10,565.47
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$15,856.54
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$143.05
JIAO GEORGE	UNEARNED REVENUE	\$152.50
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$217.60
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$2.68
MARCO TECHNOLOGIES, LLC	Copies	\$393.10
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$18,225.04
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$1,346.36
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$716.16
SCHNEYER KARI	UNEARNED REVENUE	\$183.65
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,739.51
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00
VOTATILE	Fu	nd Total: \$136,595.89
Fund: PHY PLANT & EQ LEVY	COMPUTER/COPIER RENT	\$5,194.70
DE LAGE LANDEN PUBLIC FINANCE	OTHER PURCH PROP SER	\$3,354.00
INNOVATIVE MODULAR SOLUTIONS, INC.		\$75,581.00
KNUTSON CONSTRUCTION SERVICES	CONSTRUCTION SERV	\$29,330.00
LYNCH FORD	VEHICLES	\$897.90
MIDWAY OUTDOOR EQUIPMENT INC	EQUIPMENT >\$1999	\$2,870.38
REXCO EQUIPMENT	VEHICLES	\$5,268.50
SHIVE-HATTERY INC.	ARCHITECT	±-1-

IA - Warrants Paid Listing			<u>Criteria</u>
Fiscal Year: 2020-2021		Date Range:	01/08/2021 - 01/21/202
Vendor Name	Description		Check Total
SHIVE-HATTERY INC.	CONSTRUCTION SERV	The state of the s	\$4,240.00
STALKER SPORTS FLOORS	CONSTRUCTION SERV		\$72,780.00
WALSH DOOR & HARDWARE	BLDG. CONST SUPPLIES		\$1,815.00
WALSH DOOR & HARDWARE	CONSTRUCTION SERV		\$9,981.90
fund: PUB ED & REC LEVY		Fund Total	: \$211,313.38
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY		\$1,663.49
HALL & HALL ENGINEERS INC	ARCHITECT		\$310.50
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE		\$32.33
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC		\$138.23
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE		\$32.33
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC		\$138.23
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHH	OLDING	\$170.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS		\$166.24
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS		\$249.49
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE		\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY		\$7.32
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE		\$460.66
TREASURER ST OF IA	STATE INCOME TAX WITHHOLI	DING	\$76.75
		Fund Total:	\$3,448.07
rund: SALES TAX REVENUE BOND CAP PROJECT  AMERICAN FLAGPOLE & FLAG CO.	FURNITURE & FIXTURES		
MACKIN EDUCATIONAL RESOURCES			\$396.00
OPN ARCHITECTS, INC.	FURNITURE & FIXTURES		\$707.23
TALLGRASS BUSINESS RESOURCES	ARCHITECT		\$25,415.95
TALLORASS BUSINESS RESOURCES	FURNITURE & FIXTURES		\$20,000.00
und: STUDENT ACTIVITY		Fund Total:	\$46,519.18
ADVANCED SIGNS INC	INSTRUCTIONAL SUPPLIES		¢670.7 <i>E</i>
ANAMOSA COMMUNITY SCHOOLS	DUES AND FEES		\$678.75
ANKENY SCHOOLS	DUES AND FEES		\$12.00
BARTA BOB	OFFICIAL/JUDGE		\$175.00
BERMEL JEFF	OFFICIAL/JUDGE		\$60.00
BRINK EJ			\$100.00
BRINKMEYER AMY	OFFICIAL/JUDGE		\$55.00
BROWN DAVID	OFFICIAL/JUDGE		\$50.00
BRYANT DEMETRUS	TRAVEL		\$38.22
	OFFICIAL/JUDGE		\$55.00
COTTRELL PHIL	OFFICIAL/JUDGE		\$65.00
CRAWFORD GREG	OFFICIAL/JUDGE		\$125.00
DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES		\$48.50
DIVIS ETHAN	OFFICIAL/JUDGE		\$55.00
DUGGAN CHRIS	OFFICIAL/JUDGE		\$200.00
DUGGAN KYLE	OFFICIAL/JUDGE		\$250.00
DUNBAR STACEY	OFFICIAL/JUDGE		\$125.30
EICHORST NATHAN	OFFICIAL/JUDGE		\$190.00

## IA - Warrants Paid Listing

Date Range:

<u>Criteria</u>

01/08/2021 - 01/21/2021

Fiscal Year: 2020-2021

endor Name	Description	Check Total
ENNEN BRUCE	OFFICIAL/JUDGE	\$122.88
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,466.40
	OFFICIAL/JUDGE	\$60.00
LOOD KEVIN	OFFICIAL/JUDGE	\$155.00
RESE JEFF	OFFICIAL/JUDGE	\$100.00
GASSMANN MARK	OFFICIAL/JUDGE	\$125.00
GIRDNER JOEL	OFFICIAL/JUDGE	\$138.00
HEMSLEY ROSS	OFFICIAL/JUDGE	\$113.80
HINTON CLIFF	OFFICIAL/JUDGE	\$100.00
HORST JEFF	EE LIAB-MEDICARE	\$60.37
NTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$258.10
NTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$60.37
NTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$258.10
NTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$160.03
NTERNAL REVENUE SERVICE-9343		\$560.00
OWA HOSA	DUES AND FEES	\$247.50
OWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$371.38
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$25.00
IOWA WRESTLING COACHES & ASSOCIATION	DUES AND FEES	\$60.00
JANSSEN STEPHEN	OFFICIAL/JUDGE	\$100.00
JASPERS JACK	OFFICIAL/JUDGE	\$55.00
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$130.00
KAUFMAN ADAM	OFFICIAL/JUDGE	\$185.00
KELLEY ANDREA	OFFICIAL/JUDGE	\$100.00
KLEIN STEVE	OFFICIAL/JUDGE	\$110.00
LAW DAVID	OFFICIAL/JUDGE	\$112.88
LEHRMAN KEITH	OFFICIAL/JUDGE	
LORENZ BROOKE	OFFICIAL/JUDGE	\$50.00
LYNOTT GABE	OFFICIAL/JUDGE	\$60.00
MAJOR RONALD	OFFICIAL/JUDGE	\$60.00
MATTHEWS CAROLL	OFFICIAL/JUDGE	\$100.00
MCEOWEN TIMOTHY	OFFICIAL/JUDGE	\$190.00
MCKINNEY IAN	OFFICIAL/JUDGE	\$250.00
MILLER MASON	OFFICIAL/JUDGE	\$325.00
MILTON ANDY	OFFICIAL/JUDGE	\$113.80
MOST SWIMTECH	INSTRUCTIONAL SUPPLIES	\$629.95
NATIONAL FFA ORGANIZATION	INSTRUCTIONAL SUPPLIES	\$478.00
OBERBROECKLING CHRIS	OFFICIAL/JUDGE	\$100.00
	OFFICIAL/JUDGE	\$60.00
PACKINGHAM JIM	OFFICIAL/JUDGE	\$75.00
PANTINI ANDY	OFFICIAL/JUDGE	\$55.00
PATIK KIM	OFFICIAL/JUDGE	\$115.00
PEIFFER RON	OFFICIAL/JUDGE	\$100.00
PETERSEN ANDY	INSTRUCTIONAL SUPPLIES	\$110.00
PORT'O'JONNY	INSTRUCTIONAL SUPPLIES	\$75.00
PRINT TRANSFORMATIONS	OFFICIAL/JUDGE	\$130.00
RAGAR JOSH	OFFICIALION	

#### IA - Warrants Paid Listing Criteria Date Range: 01/08/2021 - 01/21/2021 Fiscal Year: 2020-2021 Vendor Name Description Check Total REPKO MIKE OFFICIAL/JUDGE \$95.00 SLEEZER CAEL OFFICIAL/JUDGE \$325.00 SPLASH MULTISPORT INSTRUCTIONAL SUPPLIES \$158.68 SPORTSENGINE c/o TRACKWRESTLING **INSTRUCTIONAL SUPPLIES** \$67.50 SULLIVAN BRENDAN OFFICIAL/JUDGE \$60.00 **SWAN RICK** OFFICIAL/JUDGE \$190.00 T MARIE PORTRAITS & PHOTO BOOTH INSTRUCTIONAL SUPPLIES \$260.00 TREASURER ST OF IA STATE INCOME TAX WITHHOLDING \$88.37 TROENDLE MARK OFFICIAL/JUDGE \$60.00 VASKE MICHAEL OFFICIAL/JUDGE \$60.00 WEMPEN JACOB OFFICIAL/JUDGE \$60.00 WEST MUSIC CO INSTRUCTIONAL SUPPLIES \$6,894.00 WILDEN RAY OFFICIAL/JUDGE \$134.04 WORSTER STEVE OFFICIAL/JUDGE \$130.00 Fund Total: \$21,176.92 Fund: STUDENT STORE **BSN SPORTS GENERAL SUPPLIES** \$1,328.56 LOGO BRANDS INC. **GENERAL SUPPLIES** \$144.70 THE GRAPHIC EDGE, INC **GENERAL SUPPLIES** \$210.33 Fund Total: \$1,683.59

**End of Report** 

**Grand Total:** 

\$6,571,362.99



## **CONTRACT AGREEMENT**

## 2021 Roof Repair for Hazel Point Intermediate School

Linn-Mar Community School District

The Linn-Mar Community School District here	by accepts the bid by:	
Black Hawk Roof Company		
(Name of Co	ntractor)	
in the amount of \$ 509,944.00 for the project as described below:  subject to receipt of acceptable bonds, insurance, and signature below.		
Signature of Authorized District Representative	e Date	
As per board approval on		
Date		
We, Black Hawk Roof Company as stated in this letter. Our bid is also attached	hereby accept the terms and conditions  d, which becomes part of this acceptance.	
Black Hawk Roof Company	1/12/2021	
Name of Company	Date	
MARKET	\$515,451.00	
Signature of Authorized Representative V	Bid Amount	
Michael Kelly		
Printed Name of Authorized Representative		

1.

## TIME FOR COMMENCEMENT AND COMPLETION OF WORK:

The work shall be authorized to commence as soon as the contract is approved by the School Board or when weather permits, and shall be substantially completed on or before **Monday**, **August 2**, **2021**. Final Completion of paperwork should be done by **Friday**, **August 27**, **2021**.

## SCOPE OF WORK:

Replacement roofing work to take place at Hazel Intermediate School LMCSD. The following work to repair existing roofs damaged from high winds as a result of the August 10, 2020 Derecho weather event.

Scope of Work to be completed by Black Hawk Roofing as agreed to by LMCSD and Shive-Hattery respectively:

Boulder Peak:

Removal and replacement of Roof Sections D, H and I.

Roof repairs will consist of removal of current system down to the existing roof deck.

Replacement roof assembly, top to bottom, will consist of roof field membrane and associated flashings, mechanically attached insulation system, self-adhered vapor barrier, ½" gypsum thermal deck sheathing board (over metal deck only) and the existing roof deck either concrete or metal.

## Details as follow:

Once the existing roofing has been torn off and the deck has been observed, found to be sound, prepared and ready for acceptance of new roofing materials. Install new 1/4" gypsum substrate board over existing metal deck areas where previously specified only. If flute filler is present it is to be saved and reused if its condition is acceptable. On all roof replacement areas, the manufacturer's recommended self-adhered Vapor Barrier is to be installed. Vapor barrier to be installed must extend up any adjacent wall, roof penetration or area divider to the finished height of the insulation system. Two layers 2.5" faced polyisocyanurate flat-stock insulation is to be installed with a minimum of 6" staggered insulation joints. Compressive strength for insulation is as specified in the original construction design specifications. Tapered polyisocyanurate insulation to be installed as previously specified and located in the original construction drawings. This insulation system including, any sumps, crickets and membrane attachment substrate will be installed as approved for use in the Carlisle Rapid Lock System. Insulation is to be mechanically fastened to the deck conforming to the uplift standards of the original design. All roof drain conditions will conform to the original installation requirements in the previous construction documents. Membrane attachment and flashing will conform to manufacturer's requirements for the product line. Membrane specified is Carlisle 145mil EPDM RapidLock FleeceBACK RL. Roof edge metal treatment specified for this project, basis of design is Metal-Era AnchorTite 24 gauge in a factory finish, color to be selected by the owner.

All components except the edge treatment are to be sourced and/or approved from the same manufacturer.



### **BONDS**

1

Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract, a corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract.

### **CONTRACTOR'S INSURANCE**

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under lowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Liability: The Owner shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including.

### PROGRESS PAYMENTS:

At least 30 (thirty) days before the date established for each progress payment the contactor shall submit to the Roofing Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Roof Consultant require, such as copies of requisitions, and releases and waivers of liens for Subcontractors and suppliers. The Contract Documents require the Contractor to retain 5% of the payments until some Final Completion.



After the Roof Consultant has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract documents and in accordance with Iowa Code Chapter 26 and 573, latest edition.

Neither the Owner nor the Roof Consultant shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

## CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE

The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Roofing Consultant's approval. The Roofing Consultant approval shall not be unreasonable delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) all the Roof Consultant reasonable time to review submittals.

Submittals for this project are to be submitted to Shive-Hattery for review prior to construction through Newforma.

### NICOTINE FREE ZONE:

Nicotine is not allowed on the Owner's premises which includes personal company vehicles parked on the Owner's property.

## SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION

- 1. Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all sub-contractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.
- 2. The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this Document). No worker of the Contractor, sub-contractors, suppliers or vendors will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.
- 3. It shall be the responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the sub-contractor, supplier and vendor list shall be provided to the Architect within three (3) days after any additional entities are contracted with by the Contractor.

### FINAL COMPLETION AND FINAL PAYMENT:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Roof Consultant a lien waiver and warranties.

Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:



- Warranties
- Lien Waivers
- Operation & Maintenance manuals

The system must comply with and conform to warranty standards from the manufacturer. Upon completion, a 30-year manufacturer's NDL warranty for labor and material is to be provided.



## SECTION 00 7300.01

## SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Black Hawk Roof Company	("Company") is providing services to the
Linn Mar School District supplier, or contractor or is operating or managing contractor. The services provided by the Compactor Company's employees upon the real property of	ny may involve the presence of the
The Company acknowledges that Iowa law prohib a sex offense against a minor from being present District. The Company further acknowledges that been convicted of a sex offense against a minor ract as a contractor, vendor or supplier of services	upon the real property of the schools of the t, pursuant to law, a sex offender who has may not operate, manage, be employed by, or
The Company hereby certifies that no one who is Company has been convicted of a sex offense as that it shall not permit any person who is a sex of minor to provide any services to the District in acc	painst a minor. The Company further agrees fender convicted of a sex offense against a
This Acknowledgment and Certification is to be co- lf any portion hereof is held invalid, the balance of continue in full legal force and effect.	onstrued under the laws of the State of Iowa. If the document shall, notwithstanding,
In signing this Acknowledgment and Certification, hereby acknowledges that he/she has read this e terms, and that he/she not only has the authority Company, but has signed it knowingly and volunt	entire document, that he/she understands its to sign the document on behalf of the
Dated: 1/12/2021	
Black Hawk Roof Company	[name of vendor/supplier/contractor/sub-
contractor] By:	
Printed Name: Michael Kelly	
Title: Project Manager	



## **CONTRACT AGREEMENT**

## 2021 Roof Repair for Boulder Peak Intermediate School

Linn-Mar Community School District

The Linn-Mar Community School District hereby	accepts the bid by:
Black Hawk Roof Company	
(Name of Contr	actor)
in the amount of \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	for the project as described on page 2, and Bonds, Insurance, and signature below.
Signature of Authorized District Representative	Date
As per board approval onDate	
We, Black Hawk Roof Company as stated in this letter. Our bid is also attached,	hereby accept the terms and conditions which becomes part of this acceptance.
Black Hawk Roof Company	1/12/2021
Name of Company	Date
ALD TKE	\$929,399.00
Signature of Authorized Representative	Bid Amount
Michael Kelly	
Printed Name of Authorized Representative	

Project 1207140

## TIME FOR COMMENCEMENT AND COMPLETION OF WORK:

The work shall be authorized to commence as soon as the contract is approved by the School Board or when weather permits, and shall be substantially completed on or before **Monday**, **August 2**, **2021**. Final Completion of paperwork should be done by **Friday**, **August 27**, **2021**.

## SCOPE OF WORK:

Replacement roofing work to take place at Boulder Intermediate School LMCSD. The following work to repair existing roofs damaged from high winds as a result of the August 10, 2020 Derecho weather event.

Scope of Work to be completed by Black Hawk Roofing as agreed to by LMCSD and Shive-Hattery respectively:

Boulder Peak:

Removal and replacement of Roof Sections A, B, C, D, I and J.

Roof repairs will consist of removal of current system down to the existing roof deck.

Replacement roof assembly, top to bottom, will consist of roof field membrane and associated flashings, mechanically attached insulation system, self-adhered vapor barrier, ¼" gypsum thermal deck sheathing board (over metal deck only) and the existing roof deck either concrete or metal.

## Details as follow:

Once the existing roofing has been torn off and the deck has been observed, found to be sound, prepared and ready for acceptance of new roofing materials. Install new 1/2" gypsum substrate board over existing metal deck areas where previously specified only. If flute filler is present it is to be saved and reused if its condition is acceptable. On all roof replacement areas, the manufacturer's recommended self-adhered Vapor Barrier is to be installed. Vapor barrier to be installed must extend up any adjacent wall, roof penetration or area divider to the finished height of the insulation system. Two layers 2.5" faced polyisocyanurate flat-stock insulation is to be installed with a minimum of 6" staggered insulation joints. Compressive strength for insulation is as specified in the original construction design specifications. Tapered polyisocyanurate insulation to be installed as previously specified and located in the original construction drawings. This insulation system including, any sumps, crickets and membrane attachment substrate will be installed as approved for use in the Carlisle Rapid Lock System. Insulation is to be mechanically fastened to the deck conforming to the uplift standards of the original design. All roof drain conditions will conform to the original installation requirements in the previous construction documents. Membrane attachment and flashing will conform to manufacturer's requirements for the product line. Membrane specified is Carlisle 145mil EPDM RapidLock FleeceBACK RL. Roof edge metal treatment specified for this project, basis of design is Metal-Era AnchorTite 24 gauge in a factory finish, color to be selected by the owner.

All components except the edge treatment are to be sourced and/or approved from the same manufacturer.



### BONDS

Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract, a corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract.

## **CONTRACTOR'S INSURANCE**

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the lowa Code, which endorsement shall include the following provisions:

Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under lowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Liability: The Owner shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including.

## PROGRESS PAYMENTS:

At least 30 (thirty) days before the date established for each progress payment the contactor shall submit to the Roofing Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Roof Consultant require, such as copies of requisitions, and releases and waivers of liens for Subcontractors and suppliers. The Contract Documents require the Contractor to retain 5% of the payments until some Final Completion.



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Neither the Owner nor the Roof Consultant shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

## CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE

The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Roofing Consultant's approval. The Roofing Consultant approval shall not be unreasonable delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) all the Roof Consultant reasonable time to review submittals.

Submittals for this project are to be submitted to Shive-Hattery for review prior to construction through Newforma.

## **NICOTINE FREE ZONE:**

Nicotine is not allowed on the Owner's premises which includes personal company vehicles parked on the Owner's property.

## SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION

- lowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all subcontractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.
- The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this Document). No worker of the Contractor, sub-contractors, suppliers or vendors will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.
- It shall be the responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the subcontractor, supplier and vendor list shall be provided to the Architect within three (3) days after any additional entities are contracted with by the Contractor.

## FINAL COMPLETION AND FINAL PAYMENT:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Roof Consultant a lien waiver and warranties.

Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:



- Warranties
- Lien Waivers
- Operation & Maintenance manuals

The system must comply with and conform to warranty standards from the manufacturer. Upon completion, a 30-year manufacturer's NDL warranty for labor and material is to be provided.



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## **SECTION 00 7300.01**

## SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Black Hawk Roof Company	("Company") is providing services to the
Linn Mar School District supplier, or contractor or is operating or managing contractor. The services provided by the Compan Company's employees upon the real property of the contractor.	ny may involve the presence of the
The Company acknowledges that Iowa law prohib a sex offense against a minor from being present District. The Company further acknowledges that been convicted of a sex offense against a minor ract as a contractor, vendor or supplier of services	upon the real property of the schools of the t, pursuant to law, a sex offender who has nay not operate, manage, be employed by, or
The Company hereby certifies that no one who is Company has been convicted of a sex offense ag that it shall not permit any person who is a sex of minor to provide any services to the District in acc	painst a minor. The Company further agrees fender convicted of a sex offense against a
This Acknowledgment and Certification is to be co If any portion hereof is held invalid, the balance o continue in full legal force and effect.	onstrued under the laws of the State of Iowa. If the document shall, notwithstanding,
In signing this Acknowledgment and Certification, hereby acknowledges that he/she has read this e terms, and that he/she not only has the authority Company, but has signed it knowingly and volunt	entire document, that he/she understands its to sign the document on behalf of the
Dated: 1/12/2021	
Black Hawk Roof Company	_ [name of vendor/supplier/contractor/sub-
contractor] By:	
Printed Name: Michael Kelly	
Title: Project Manager	,



## Linn-Mar Community School District Facility Request Form

				Date _	January 7, 2021	
I request permi	ssion to use the	Pool Room Name		atLM A	quatic Center School Building	
For the time pe	riod 12:00pm—5:0	00pm on	Saturday  Day of t		February 13, 2	
	Specify Al	M or PM	Day of t	he Week	Date(	s)
*for ongo	oing use throughout t	he school year, at	tach a separat	te page listing	all days/dates requ	ested*
For the purpose of 2021 IAHSAA State Swimming Championships						
Maxim	num attendance expe	cted	Time	event begins	See times above	_
of the Linn-Ma as set forth abo be responsible and the halls ar any damages d sponsor.  The undersign employees and District harmle or its negligend Linn-Mar Com required to fu not less than \$	ned individual or organ ir Community School I ove. In addition, the ro- for insuring that those and entrances thereto. To one to the building, the ned individual or organ agrees to indemnify L ss from any and all pro- tee during the use of the munity School District rnish a certificate of in 1,000,000 per occurre	District will be strict om is to be left as it persons attending the undersigned inderoom or any of its aircation hereby releasing. Mar Communitoperty damage and be room as indicated at may incur in defensurance evidencial ence and \$2,000,00	ely adhered to was found and event will used to the event will used to the event will used to the event will use a contents, by an execution of the event was a content of the event was a commercial of the execution of the execu	by all persons a d the lights turn atilize only the mization shall be my person atten  Community So ict and hold Li laims arising on any expense claim. Each i al general liabi gate.	attending the meeting and off. The undersigned off. The undersigned off. The undersigned of the responsible for payeding the event which shool District, its agernn-Mar Community State of or resulting from and attorney fees when dividual or organizative in surance in an and the community of the resulting from the community of th	or event above ment for it is the ats and School in his/her hich cation is amount
Additional Requests: Pending Board approval, renter will be charged \$15 per hour for life guards on duty (two lifeguards expected for duration of meet). Custodian charges will be \$30 per hour. An announcer and use of the digital score table will be a \$125 flat rate each. Police supervision is \$43 per hour (if deemed necessary). All other facility use charges waived.						
Contact Name	Tom Keating	Org	ganization	IAHSSA		
Signature	- Throughtenty _	Pho	one	515-432-2011		
Address	P.O. Box 10	E-N	/Iail	tkeating@iahs	saa.org	
	Boone, IA 50036			For Offi	ce Use Only	
Attn: Sara 2999 N. 1 Marion, L	Learning Resource Ce h Offerman 0th St.		Board Pr	Approved x ate Received resident Signa	1	
u b			Business	Services Sign	nature/Date	- 1

## LINN MAR COMMUNITY SCHOOL DISTRICT

## CITY OF CEDAR RAPIDS

## MEMORANDUM OF AGREEMENT

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

### IT IS THEREFORE MUTUALLY AGREED:

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

- 8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition signed by parents from fifteen (15) different households of students who are required to cross at the location being appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.
- 9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY20 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.
- 10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY21 is \$1,942.03, which is an equitable distribution of the FY21 adult guard budget according to percentage of approved crossing guard locations for DISTRICT to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum \$11.76 hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.
- 11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit final invoice for FY21 by June 30, 2021 to be reimbursed through the City's FY21 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY21 total mentioned in Article 10.
- 12. The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2021. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.
- 13. Termination of Agreement: This agreement may be terminated at any time by giving of ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

LINN MAR COMMUNITY SCHOOL DISTRICT	CITY OF CEDAR RAPIDS
Sondra Nelson Linn Mar School Board President	Jeffrey A. Pomeranz, City Manager
Date	Date
	Attest:
	Amy Stevenson, City Clerk