

Linn-Mar CSD Strategic Plan

July 2025

2024-2025 Short Term Goals Update



Strategic Plan 2023-2029 By the end of the 2028-29 school year, Linn-Mar will be an educational leader that graduates engaged and prepared citizens and is a destination employer recruiting and retaining the highest level of educational professionals. These successes will be accomplished through a focus on creating opportunities, engagement, and a welcoming and inclusive learning environment.











Community Engagement

We will advocate for support

and investment in Linn-Mar.

Learning Excellence

We will empower student

We will empower student achievement through unique, differentiated learning opportunities. Learner Experience

We will foster a safe, healthy, and respectful learning environment. People & Culture

We will build and retain a dynamic team that engages in a collaborative, datainformed learning culture. Resource Management

We will optimize the use of our financial, physical, and technological infrastructure.

2024-2025 Short Term Goals Update







District Honors & Highlights July 7, 2025

Academic Highlight: Kudos to the Venture Academics Advanced Business class for teaming up with the Marion Chamber of Commerce to redesign its Welcome Center! Click here for more information

Volunteer Honors: Thank you to all of the Linn-Mar Volunteers who assist throughout the school year. Congratulations also go out to the many volunteers who shared 100+ hours during the 2024-25 school year and to Matt McDowell who received the Governor's Volunteer Award for contributing nearly 1,200 volunteer hours over the past 9 years.



Click here for more information

National Recognition Highlights:

- Kudos to Excelsior Middle School for being recognized for its sustained success in raising student achievement. Excelsior is one of five middle schools in Iowa to earn this honor due to their commitment to the Professional Learning Communities at Work (PLC).
- Kudos also are extended to Bowman Woods Elementary, Linn Grove Elementary, and Wilkins Elementary for achieving Level 2 certification in High Reliability Schools (HRS)! Click here for more information

Policy Recommendations for Board Approval – July 7, 2025

The following policies were reviewed by the Policy Committee on May 1, 22, and 27 and approved by the Board of Directors for first reading on June 9, 2025. Those marked "revision recommended" are being submitted for second reading.

| Policy# | Policy Title | Reviewed/Revised/New |
|-----------|---------------------------------------------------------------------------------------------------|------------------------------------|
| 104.2 | Section 504 Compliance | Reviewed |
| 105.1 | Abuse of Students by District Employees | Reviewed |
| 202.5 | School Board Secretary | Revisions recommended |
| 400.4 | Limitations to Employment References | Reviewed |
| 401.15 | Child Abuse Reporting by Licensed Personnel | Revisions recommended |
| 401.15-R | Child Abuse Reporting by Licensed Personnel Regulation | Revisions recommended |
| 403.16 | Employee Records | Reviewed |
| 501.4 | Student Attendance Records | Revisions recommended |
| 502.15 | Discipline of Students Who Make Threats of Violence or Cause Incidents of Violence | Reviewed |
| 502.15-R | Student Threats of Violence and Incidents of Violence Regulation | Reviewed |
| 504.14 | Student Disclosure of Identity | Reviewed |
| 504.14-E1 | Report of Student Disclosure of Identity | Reviewed |
| 504.14-E2 | Request to Update Student Identity | Reviewed |
| 505.6 | Education Records Access | Revisions recommended |
| 505.7-R | Parent & Family Engagement Building Level Regulation | Reviewed |
| 602.27 | Selection of Instructional Materials | Reviewed |
| 702.1 | Nutrition Services Program | Reviewed |
| 702.1-R1 | Meal Charges Regulation | Reviewed |
| 702.1-R2 | Child Nutrition Program Civil Rights Complaint Procedures Regulation | Revisions recommended |
| 702.1-E1 | Child Nutrition Program Notices of Discrimination | Revisions recommended |
| 702.1-E2 | Child Nutrition Program Civil Rights Complaint Form | Revisions recommended |
| 702.4 | Eligibility for Free or Reduced Cost Meals | Reviewed |
| 702.4-R | Eligibility for Free or Reduced Cost Meals Regulation | Revisions recommended |
| 807.2 | District Emergency Operations Plans | Revisions recommended |
| | 1000 Series – School & Community Relation | s |
| 1001.1 | Board and Community Relations | Revisions recommended |
| 1001.2 | News Media Relations | Revisions recommended |
| 1001.2-R | Public Communications Including Media Inquiries, Live Broadcasting, and Photographs Regulation | Proposed new regulation |
| 1001.3 | Unmanned Aircraft/Drones | Revisions recommended |
| 1001.3-E | Hold Harmless Agreement-Use of Unmanned Aircraft/Drones | Revisions recommended |
| 1001.4 | Distribution of Materials | Revisions recommended |
| 1001.4-R | Distribution of Materials Regulation | Reviewed, tabled for deeper review |
| 1001.8 | Public Examination of District Records | Revisions recommended |
| 1002.2 | District-Community Groups | Revisions recommended |
| 1003.4 | District Volunteers | Revisions recommended |
| 1003.4-R | District Volunteers Regulation | Revisions recommended |
| 1003.5 | Visitors to Schools | Revisions recommended |
| 1004.2 | Use of Recording Devices on School Property | Revisions recommended |
| 1004.2-R | District Owned Recording Devices Regulation | Revisions recommended |
| 1004.3 | Tobacco/Nicotine, Alcohol & Drug Free Environment | Reviewed |
| 1004.4 | Use of School Facilities for Private Profit | Reviewed |
| 1004.5 | Gratuities for Use of School Facilities | Reviewed |
| 1004.6 | Loan of District Equipment | Reviewed |

| 1004.7 | Shared Use of District Equipment | Reviewed |
|----------|-----------------------------------------------------------|-----------------------|
| 1005.1 | Research Requests and Procedures | Reviewed |
| 1005.3 | Public Conduct on School Premises | Revisions recommended |
| 1005.6 | Transporting Students in Private Vehicles | Revisions recommended |
| 1005.6-E | Transporting Students in Private Vehicles Permission Form | Reviewed |

Policy Series 200 – Board of Directors Specific Duties of the Board



Policy 202.5 School Board Secretary

A board secretary may be appointed from employees, other than a position requiring a teaching certificate, or from the public. To finalize the appointment, the board secretary will take the oath of office during the meeting at which the individual was appointed or no later than 10 days thereafter.

It is the responsibility of the board secretary, as custodian of district records, to preserve and maintain the records and documents pertaining to the business of the board, to keep complete minutes of special and regular board meetings including closed sessions, to keep a record of the results of regular and special elections, to keep an accurate account of school funds, to sign warrants drawn on the school funds after board approval, and collect data on truant students. The board secretary may designate an individual(s) to assist with responding to and processing requests for records of the district. The board secretary will also be responsible for filing the required reports with the lowa Department of Education.

In the event the board secretary is unable to fulfill the responsibilities set out by the board and the law, the superintendent will assume those duties until the board secretary is able to resume the responsibility or a new board secretary is appointed. The board secretary will give bond or be covered by an insurance policy in an amount set by the board. The cost of the bond or insurance policy will be paid by the district.

Adopted: 6/70

Reviewed: 10/11; 4/13; 9/16; 10/19; 10/22

Revised: 8/14; 8/24

Legal Reference (Code of Iowa): §§ 64; 279.3, .5, .7, .32-33, .35; 291.2-4, 6-8, 10-11; 299.10; 281 IAC 12.3(1)

IASB Reference: 206.03, Option 1

Policy Series 400 – Staff/Personnel Licensed Personnel



Policy 401.15 403.18 Child Abuse Reporting by Licensed Personnel

In compliance with state law and to provide protection to victims of child abuse, the Linn-Mar Board of Directors believes incidents of alleged child abuse should be reported to proper authorities. All licensed school employees, nurses, teachers, coaches, paraeducators, and all school employees 18 years of age or older are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

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

Within six months of their initial employment, mandatory reporters will submit evidence they've completed the required take a training course involving the identification and reporting of child abuse or submit evidence they've taken the course within the previous three years. Once the training course has been taken, the certificate will remain valid for three years. Employees who have completed the required training will take the one-hour follow up training course every three years and prior to the expiration of their certificate.

Adopted: 7/79

Reviewed: 1/11; 12/11; 4/13; 4/23

Revised: 9/14; 12/16; 4/20; 10/22; 3/23; 8/23; 8/24 Related Policy: Series 401, 401.15-R; 403.18-R; 505.52; 505.52-R

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

IASB Reference: 402.02-03

Mandatory Policy

Policy Series 400 – Staff/Personnel

Licensed Personnel All Employees



Policy 401.15-R 403.18-R

Child Abuse Reporting by Licensed Personnel Regulation

The Code of Iowa requires licensed school personnel to report to the Department of Human Services all instances of suspected child abuse involving students.

The law further specifies that any licensed school personnel who knowingly or willfully fails to report a suspected case of child abuse is guilty of a simple misdemeanor and may also leave the employee open to civil liability for the damages caused by their failure to report.

lowa Code provides immunity from any liability, civil or criminal, to anyone participating in good faith in the making of a report or in the judicial proceedings that may result from the report.

CHILD ABUSE DEFINED

Child abuse or abuse means harm occurring through:

- 1. **Any non-accidental physical injury or injury that is at variance with the history given of it suffered by a child (that is any person under 18 years of age) as a result of the acts or omissions of a person responsible for the care of the child.
- 2. **The commission of any sexual abuse with or to a child as defined by Chapter 709, Iowa Code, as a result of the acts or omissions of the person responsible for the child.
- 3. The failure on the part of a person responsible for the care of a child to provide for the adequate food, shelter, clothing, or other care necessary for the child's health and welfare when financially able to do so or when offered financial or other reasonable means to do so.

**Teachers in public schools are not "persons responsible for the care of the child" under these clauses. However, a teacher who abuses a child is subject to civil, criminal, and professional sanctions.

A parent or guardian legitimately practicing religious beliefs who does not provide specified medical treatment for a child for that reason alone shall not be considered abusing the child, however, a court may still order that medical services be given to the child if the child's health requires it.

REPORTING PROCEDURES

lowa Code establishes reporting and investigation procedures for alleged cases of child abuse. All licensed school personnel, nurses, teachers, coaches, and paraeducators are mandatory reporters as provided by law and are to report

alleged incidents of child abuse, they become aware of within the scope of their professional duties.

When a mandatory reporter suspects a student is the victim of child abuse the mandatory reporter is required to orally report within 24 hours to the lowa Department of Human Services when the person "reasonably believes a child has suffered from abuse." <u>The requirement to report is mandatory</u>. Within 48 hours of filing the oral report, a written report must be forwarded to the lowa Department of Human Services.

Each report should contain as much of the following information as can be obtained within the time limit:

- Name, age, and address of the suspected, abused child
- Name and address of parents/guardians or persons legally responsible for child's care
- Description of injuries, including evidence of previous injuries
- Name, age, and condition of other children in the home
- The child's whereabouts if different from parents/guardians or persons legally responsible for the child
- Any other information considered helpful
- Name and address of person making the report

The law specifies that a report will be considered valid even if it does not contain all of the above information.

It is not the responsibility of school personnel to prove that a child has been abused or neglected. School personnel should not take it upon themselves to investigate the case or contact the family of the child to ask questions or make any kind of judgment. The lowa Department of Human Services has the responsibility to follow up on the report.

Adopted: 7/79

Reviewed: 12/11; 4/13; 9/14; 4/20; 4/23

Revised: 12/16

Related Policy: Series 401, 401.15; 403.18; 505.52; 505.52-R

Policy Series 500 - Students Student Attendance



Policy 501.4 Student Attendance Records

As part of the district's records, the daily attendance of each student is recorded and maintained on file with the permanent records of the board secretary.

It is the responsibility of the principals to ensure that such reports are filed with the board secretary or their designee as the custodian of school district records.

Adopted: 6/70

Reviewed: 5/11; 3/12; 7/13; 10/14; 1/15; 10/17; 9/20; 10/23

Related Policy: 500.1; 501.1; 505.6

Legal Reference (Code of Iowa): §§ 294.4; 299; 281 IAC 12.3(4)

IASB Reference: 501.08

Policy Series 500 - Students Miscellaneous Matters



Policy 505.6 Education Records Access

The board recognizes the importance of maintaining education records and preserving their confidentiality as provided by law. Education records are kept confidential at collection, storage, disclosure, and destruction stages. The board secretary is the custodian of education records. Education records may be maintained in the central administration office or in the administrative offices of the student attendance centers. Education records requests should be directed to the board secretary as custodian of district records, or their designee.

DEFINITIONS

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

- Education record means those records that contain information directly related to a student and which are maintained by an education agency or institution or by a party acting for the agency or institution.
- <u>Eligible student</u> means a student who has reached 18 years or attends a postsecondary institution. The parents of an eligible student are provided access to the education records only with the written permission of the eligible student unless the eligible student is defined as a dependent by the Internal Revenue Code. In that case, the parents may be provided access without the written permission of the student.

An education record may contain information on more than one student. Parents will have the right to access the information relating to their student or to be informed of the information. Eligible students will also have the right to access information relating to themselves or be informed of the information.

Parents, eligible students, and other individuals authorized in accordance with law will have the right to access the student's education records during regular business hours of the district upon request without unnecessary delay and in no instance more than 45 calendar days after the request is made. Parents, other than parents of an eligible student, may be denied access to a student's education records if the district has a court order stating such or when the district has been advised under the appropriate laws that the parents my not access the student's education records. Parents, eligible students, or authorized representatives of the parents will have the right to access the student's education records prior to an Individualized Education Program (IEP) meeting or hearing.

Copies of education records will be provided if failure to do so would effectively prevent the parents or student from exercising the right to access the education records. Fees for copies of the records are waived if it would prevent the parents or eligible student from accessing the records. A fee may not be charged to search or retrieve information from education records.

Upon the request of parents or eligible student, the district will provide an explanation and interpretation of the education records and a list of the types and locations of education records collected, maintained, or used by the district.

If the parents or an eligible student believes the information in the education record is inaccurate, misleading, or violates the privacy of the student, the parents or eligible student may request that the district amend the education records.

Education records may be disclosed in limited circumstances without written permission of the parent or eligible student. This disclosure is made on the condition that the education record will not be disclosed to a third party without the written permission of the parent or eligible student. This disclosure may be:

- a. To school officials within the district and AEA personnel whom the superintendent has determined to have a legitimate educational interest, including but not limited to, board members, employees, school attorney, auditor, health professionals, and individuals serving on official school committees;
- b. To officials of another school district in which the student wishes to enroll, provided the other school district notifies the parent the education records are being sent and the parent has an opportunity to receive a copy of the records and challenge the contents of the records unless the annual notification includes a provision that records will automatically be transferred to new school districts;
- c. To the US Comptroller General, the US Attorney General, the US Secretary of Education, or state and local educational authorities;
- d. In connection with a student's application for, or receipt of, financial aid;
- e. To organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it was conducted;
- f. To accrediting organizations;
- g. To the parents of a dependent student as defined in the Internal Revenue Code:
- h. To comply with a court order or judicially issued subpoena;
- i. In connection with a health or safety emergency;
- i. As directory information; or
- k. In additional instances as provided by law.

The administrative offices of the student attendance centers will keep a list of the individuals and their positions who are authorized to view a special education student's education record without the permission of the parent or the eligible student. Individuals not listed are not allowed access without parental or an eligible student's written permission. This list must be current and available for public inspection and updated as changes occur.

The administrative offices of the student attendance centers will also keep a list of individuals, agencies, and organizations which have requested or obtained access to a student's education records, the date access was given, and their legitimate educational interest or purpose for which they were authorized to view the records. The administrative offices of the student attendance centers do not need to keep a list of the parents, authorized educational employees, officers, and agencies of the district who have accessed the student's education records. This list for an education record may be accessed by the parents, the eligible student, and the custodian of the education records.

Permanent education records, including a student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed will be maintained without time limitation. Permanent education records will be kept in a fire-safe vault or they may be maintained electronically with a secure backup file.

When personally identifiable information, other than permanent education records, is no longer needed to provide educational services to a special education student, the parents or eligible student are notified. This notice is normally given after a student graduates or otherwise leaves the district. If the parents or eligible student requests that the personally identifiable information be destroyed, the district will destroy the records, except for permanent records. Prior to the destruction of the records, the district must inform the parents or eligible student the records may be needed for social security benefits or other purposes. For purposes of policy, "no longer needed to provide educational services" means that a record is no longer relevant to the provision of instruction, support, or related services and it is no longer needed for accountability and audit purposes. At a minimum, a record needed for accountability and audit purposes must be retained for five years after completion of the activity for which funds were used.

The district will cooperate with the juvenile justice system in sharing information contained in permanent student records regarding students who have become involved with the juvenile justice system. The district will enter into an interagency agreement with the juvenile justice agencies involved.

The purpose of the agreement is to allow for the sharing of information prior to a student's adjudication in order to promote and collaborate between the district and the agencies to improve school safety, reduce alcohol and illegal drug use, reduce truancy, reduce in-school and out-of-school suspensions, and to support alternatives to in-school and out-of-school suspensions and expulsions which provide structured and well supervised educational programs supplemented by coordinated and appropriate services designed to correct behaviors that lead to truancy, suspension, and expulsions and to support students in successfully completing their education.

The district may share any information with the agencies contained in a student's permanent record, which is directly related to the juvenile justice system's ability to effectively serve the student. Prior to adjudication, information contained in the permanent record may be disclosed by the district to the parties without parental consent or court order. Information contained in a student's permanent record may be disclosed by the district to the agencies after adjudication only with parental consent or a court order. Information shared pursuant to the agreement is used solely for determining the programs and services appropriate to the needs of the student or student's family or coordinating the delivery of programs and services to the student or student's family.

Information shared under the agreement is not admissible in any court proceedings, which take place prior to a disposition hearing, unless written consent is obtained from a student's parent/guardian or legal/actual custodian.

Confidential information shared between the district and the agencies will remain confidential and will not be shared with any other person, unless otherwise provided by law. The district may discontinue information sharing with an agency if the district determines that the agency has violated the intent or letter of the agreement.

Agencies will contact the principal [or designee] of the attendance center where the student is currently or was enrolled. The principal [or designee] will then forward copies of the records within a reasonable time following receipt of the request.

The district will provide training or instruction to employees about parents' and eligible students' rights under this policy. Employees will also be informed about the procedures for carrying out this policy. It is the responsibility of the superintendent to annually notify parents and eligible students annually that they have the right to:

- 1. Inspect and review the student's education records;
- 2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights;
- Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent the law authorizes disclosure without consent; and
- 4. File a complaint with the US Department of Education concerning alleged failures by the district to comply with the law.

The notice will be given in the native language of the parents or eligible student. Should the district collect personal information from students for the purposes of marketing or selling that information, the district will annually notify parents of such activity.

The notice will include a statement that the parents have the right to file a complaint alleging the district failed to comply with this policy. Complaints are forwarded to: Student Privacy Policy Office, US Department of Education, 400 Maryland Avenue, Washington, DC. 20202-8520.

Adopted: 6/70

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

Revised: 8/07; 8/17; 10/19; 10/23 Related Policy: 505.6-R; 505.6-E2-E7

Legal Reference (Code of Iowa): §§ 22; 279.9B; 280.24-25; 622.10; 281 IAC 12.3(4); 41

IASB Reference: 506.01 Mandatory Policy

Policy Series 700 – Auxiliary Services Nutrition Services Program



Policy 702.1-R2 Child Nutrition Programs Civil Rights Complaints Regulation

USDA CHILD NUTRITION PROGRAMS IN IOWA PROCEDURES FOR HANDLING A CIVIL RIGHTS COMPLAINT

- Civil rights complaints related to the National School Lunch Program, School Breakfast Program, Afterschool Care Snack Program, Summer Food Service Program, Seamless Summer Option, or Child and Adult Care Food Program are written or verbal allegations of discrimination based on USDA protected classes of race, color, national origin, sex, age, and disability.
- 2. Any person claiming discrimination has a right to file a complaint within 180 days of the alleged discrimination. See below for additional lowa Civil Rights information. A civil rights complaint based on the protected classes listed in #1 above must be forwarded to the address on the nondiscrimination statement.
- 3. All complaints, whether written or verbal, must be accepted by the School Food Authority (SFA)/Sponsor/Organization and forwarded to the USADA at the address or link on the nondiscrimination statement within 5 calendar days of receipt. An anonymous complaint should be handled the same way as any other. Complaint forms may be developed, but their use cannot be required. If the complainant makes the allegations verbally or in a telephone conversation and is reluctant or refuses to put them in writing, the person who handles the complaint must document the description of the complaint.
- 4. There must be enough information to identify the agency or individual toward which the complaint is directed and indicate the possibility of a violation. Every effort should be made to obtain at least the following information:
 - a. Name, address, and telephone number or other means of contacting the complainant;
 - b. The specific location and name of the organization delivering the program service or benefit;
 - c. The nature of the incident(s) or action(s) that led the complainant to feel there was discrimination:
 - d. The basis on which the complainant feels discrimination occurred (race, color, national origin, sex, age, or disability);
 - e. The names, titles, and addresses of people who may have knowledge of the discriminatory action(s); and

- f. The date(s) when the alleged discriminatory action(s) occurred or, if continuing, the duration of such action(s).
- 5. USDA is the cognizant agency for the Child Nutrition Programs listed and, therefore, is the first contact for the six protected classes listed in #1 above, for complaints received within 180 days. Civil rights complaints must be submitted to the USDA Office of Civil Rights within 5 calendar days of receipt and no later than 180 days of the discriminatory act. The link for submission of a complaint is: program.intake@usda.gov.
- 6. In lowa, In accordance with applicable federal and/or state laws, protected classes also include sexual orientation, gender identity, religion, or creed and complaints can be filed up to 300 days of occurrence. The address for lowa complaints is lowa Civil Rights Commission, Grimes State Office Building, 400 E 14th Street 6200 Park Avenue, Suite 100, Des Moines, IA 50319-1004 50321-1270; phone numbers 515-281-4121 or 800-457-4416; website: https://icrc.iowa.gov/.

Adopted: 7/22 Reviewed: 2/24

Related Policy: 702.1; 702.1-R1; 702.1-E1-E2

Legal Reference (Code of Iowa): §283A; 281 IAC 58; Bureau of Nutrition and Health, IDOE, 12/2021

IASB Reference: 710.1-R(1)

Policy Series 700 – Auxiliary Services Nutrition Services Program



Policy 702.1-E1 Child Nutrition Programs Notices of Discrimination

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and US Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees; and institutions participating or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted of funded by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact the USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint, any USDA office, or write a letter addressed to the USDA and provide in the letter all of the information requested on the form. To request a copy of the complaint form, call 866-632-9992. Submit the completed form or letter to the USDA by:

US Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue SW Washington DC 20250-9410

Fax: 202-690-7442

Email: program.intake@usda.gov

This institution is an equal opportunity provider.

IOWA NONDISCRIMINATION STATEMENT

It is the policy of this Child Nutrition Program provider not to discriminate in accordance with applicable federal and/or state laws on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its programs, activities, or employment practices as required by lowa Code Sections 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP provider, please contact the lowa Civil Rights Commission, Grimes State Office Building, 400 E 14th

Street 6200 Park Avenue, Suite 100, Des Moines, IA 50319-1004 50321-1270; phone numbers 515-281-4121 or 800-457-4416; or website: https://icrc.iowa.gov/.

Adopted: 7/22 Reviewed: 2/24

Related Policy: 702.1; 702.1-R1-R2; 702.1-E2 Legal Reference (Code of Iowa): 216.6-9

IASB Reference: 710.01-E(1)

Policy Series 700 – Auxiliary Services Nutrition Services Program



Policy 702.1-E2 Child Nutrition Programs Civil Rights Complaint Form

COMPLAINT CONTACT INFORMATION

| Name | ə: |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Addre | ess, City, State, Zip: |
| Coun | ty: Phone: () |
| Email | : |
| COM | PLAINT INFORMATION |
| 1. | Specific name and location of entity and individual delivering the service or benefit. |
| | |
| 2. | Describe the incident or action of the alleged discrimination or give an example of the situation that has a discriminatory effect on the public, potential program participants, or current participants. |
| | |
| | |
| 3. | On what basis does the complainant feel discrimination in accordance with applicable federal and/or state laws exists (race, color, national origin, sex, age, disability, creed, sexual orientation, religion, gender identity, political party affiliation, actual/potential parental/family/marital status)? |
| | |
| 4. | List the names, titles, and business addresses of persons who may have knowledge of the alleged discriminatory action. |
| | |
| | |

| 5. | List the dates during which the alleged discriminatory actions occurred, or if continuing, the duration of such actions. | |
|----|--------------------------------------------------------------------------------------------------------------------------|--|
| | | |
| 4 | Date complaint received: | |
| 0. | Date complaint received. | |
| 7. | Person receiving complaint: | |
| 8. | Action(s) taken: | |
| | | |
| | | |

The USDA is the cognizant agency for the Child Nutrition Programs listed and, therefore, is the first contact for the six protected classes of race, color, national origin, sex, age, and disability for complaints received within 180 days. Civil rights complaints must be submitted to the USDA Office of Civil Rights within five calendar days of receipt and no later than 180 days of the discriminatory act. The link for submission of a complaint is program.intake@usda.gov.

In accordance with applicable federal and/or state laws protected classes also include sexual orientation, gender identity, religion, or creed; and complaints can be filed up to 300 days of occurrence. The address for lowa complaints is lowa Civil Rights Commission, Grimes State Office Building, 400 E 14th Street 6200 Park Avenue, Suite 100, Des Moines, IA 50319-1004 50321-1270; phone numbers 515-281-4121 or 800-457-4416; website https://icrc.iowa.gov/.

This institution is an equal opportunity provider.

Adopted: 7/22 Reviewed: 2/24

Related Policy: 702.1; 702.1-R1-R2; 702.1-E1

IASB Reference: 710.01-E(2)

Policy Series 700 – Auxiliary Services Nutrition Services Program



Policy 702.4-R Eligibility for Free or Reduced Cost Meals Regulations

The Linn-Mar Community School District agrees to participate in the National School Breakfast/Lunch Program, to receive commodities donated by the USDA, and accepts responsibility for providing either free or reduced price meals to eligible children in the schools under its jurisdiction.

The School Food Authority assures the Child Nutrition Programs Division that the school system will uniformly implement the following policy to determine the children's eligibility for free and reduced price meals in all National School Breakfast/Lunch Program schools under its jurisdiction. In fulfilling its responsibilities, the School Nutrition Authority:

- A. Agrees to serve meals free to children from families whose income is at or below that qualifying them for free meals.
- B. Agrees to serve meals at a maximum reduced price at or below the maximum amount allowed by regulations to children from families whose income is at or below that qualifying them for reduced price meals.
- C. Agrees to provide these benefits to foster children and to children from families who are experiencing strikes, layoffs, and unemployment which cause the family's income to fall within qualifying limits.
- D. Agrees that there will be no physical segregation of, nor any other discrimination against, any child because of inability to pay the full price of meals. The names of the children eligible to receive either free or reduced price meals will not be published, posted, or announced in any manner and there will not be overt identification of any such children by use of special tokens, tickets, or any other means. Further assurance is given that children eligible for either free or reduced price meals shall not be required to:
 - Work for meals
 - Use a separate lunchroom
 - Go through a separate serving line
 - o Enter the lunchroom through a separate entrance
 - Eat meals at a different time
 - Eat meals different from those sold to children paying full price
- E. Agrees that in the operation of Child Nutrition Programs no child will be discriminated against in accordance with applicable federal and/or state laws because of race, color, national origin, sex, physical or mental ability or disability, religion, creed, age, marital status, sexual orientation, gender identity, socioeconomic status, physical attributes, genetic information, ancestry, political party preference, political belief, military status, pregnancy, or familial status.
- F. Agrees to establish and use a fair hearing procedure for parental appeals of the school's decisions on applications and for school officials'

challenges to the correctness of information contained in an application or to the continued eligibility of any child for either free or reduced price meals. During the appeal and hearing process, the child will continue to receive free or reduced price meals. A record of all appeals and challenges and their dispositions will be retained for three years.

Prior to initiating the hearing procedure, the parent or school official may request a conference to provide an opportunity to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference will not in any way prejudice or diminish the right to a fair hearing. The hearing procedure will provide the following:

- 1. A publicly announced, simple method for making an oral or written request for a hearing.
- 2. An opportunity to be assisted or represented by an attorney or other person.
- 3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
- 4. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
- 5. An opportunity to present oral or documentary evidence and arguments supporting its position without undue influence.
- 6. An opportunity to question or refute any testimony, or other evidence, and to confront and cross examine any adverse witnesses.
- 7. The hearing be conducted, and the decision made, by a hearing official who did not participate in the decision under appeal or in any previous conference.
- 8. The parties concerned, and any designated representative thereof, be notified in writing of the decision of the hearing official.
- 9. For each hearing a written record be prepared; including the decision under appeal, any documentary evidence and summary of any oral testimony presented at the hearing, the decision of the hearing official and reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision.
- 10. Such written record be preserved for a period of three years and be available for examination by the parties concerned, or their representatives, at any reasonable time and place during such period.
- G. Agrees to designate the Manager of Nutrition Services* for the Linn-Mar Community School District (3556 Winslow Road, Marion, IA 52302) as the determining official who will review applications and make determinations of eligibility. The official will use the criteria outlined in this policy to determine which individual children are eligible for either free or reduced price meals.
- H. Agrees to develop and send to each child's parent a letter as outlined herein, including an application for either free or reduced price meals, at the beginning of each school year and whenever there is a change in eligibility criteria.

On an annual basis, parents will need to complete the application and return it to the determining official (Nutrition Services Manager) for review. Such applications and documentation of action taken will be maintained for three years after the end of the fiscal year to which they pertain.

Applications may be filed at any time during the year. Any parent enrolling a child in a school for the first time at any time during the year will be supplied with such documents. If a child transfers from one school to another under the jurisdiction of the same School Food Authority, eligibility for either free or reduced price meals will be transferred to, and honored by, the receiving school. All children from a family will receive the same benefits. Within 10 working days of receipt of applications, parents/guardians will be notified individually, in writing, of the acceptance or denial of their applications. Children will be served meals immediately upon the establishment of their eligibility.

When an application is rejected, parents will be informed of the reason for denial and of the hearing procedure. The designated hearing official is the Superintendent of Schools* (3556 Winslow Road, Marion, IA 52302). *Must be different people.

- I. Agrees to submit to the news media, local employment offices, and major employers contemplating or experiencing large layoffs the public release, which is attached.
- J. Agrees to collect racial and ethnic data on all applicants for free and reduced price benefits and keep this information on file for the processed applications.

The following attachments are adopted with and considered part of the preceding policies. Should the School Food Authority wish to develop its own format for any of these attachments, it must be certain that all essential elements are retained, and all meanings remain obvious and correctly presented in any such modifications.

- Attachment A: Income guidelines for free and reduced price meals
- Attachment B: Sample letter to parents/quardians
- Attachment C: Application form
- Attachment D: Sample notification form
- o Attachment E: Public release
- Attachment F: Collection procedures

Attachments A through F are reviewed annually by the Chief Financial/Operating Officer of the Linn-Mar Community School District. Attachments A, B, and C are published annually in the district's back to school booklet found on the district website: www.Linnmar.k12.ia.us.

Adopted: 6/70 Reviewed: 9/11; 10/12; 4/15; 8/17; 11/18; 9/21; 2/24

Revised: 10/10; 11/13; 4/16; 9/24

Policy Series 800 – Business Procedures Emergency Plans



Policy 807.2 District Emergency Operations Plans

The safety and security of the school community is paramount to the Linn-Mar Community School District. While there is no absolute guarantee of safety, it is the goal of the district to encourage and support a physically secure learning and working environment within its buildings. The district shall work in conjunction with community stakeholders including local emergency management coordinators and local law enforcement agencies to create emergency operations plans for all district buildings and school buildings where students are educated.

The superintendent [or designee] shall be responsible for the development, review, and implementation of the district emergency operations plans. The plans shall include procedures for transmitting alerts regarding emergency situations to students, school personnel, and employers for non-school employees whose presence is regularly required in the school buildings. The plans will also identify methods that a parent or guardian of a student may use to communicate with their student during an emergency situation. The district emergency operations plans shall be updated and reviewed annually by the board and shall address responses to natural disasters, active shooter scenarios, and other emergencies as determined by the district. The district emergency operations plans are confidential and shall not be subject to disclosure under lowa Code Chapter 22. However, the district shall publish procedures for students, parents and family members, and school personnel to report possible safety threats on school grounds and at school activities.

The administration shall hold annual emergency operations drills at each district building covered by an emergency operations plan in accordance with law. The district shall determine which school personnel will participate and whether local law enforcement and students participate in annual drills.

Adopted: 9/19 Reviewed: 1/22

Related Policy: 504.7; 504.10; 701.11; 807.1; 902.12 Legal Reference (Code of Iowa): §280.30

IASB Reference: 507.05; 804.02

Policy Series 1000 – School and Community Relations Public Communications



Policy 1001.1 Board and Community Relations

The board recognizes the right of the public to access information concerning all of its actions and policies and details of its educational and business operations. The board encourages study, discussion, and active participation by all concerned in the promotion of the best possible program of education in the community. It is the practice of the board to seek the advice and assistance of all interested individuals and groups in meeting its educational and financial goals.

The board may, from time to time, appoint Citizen Advisory Committees to study matters pertaining to the educational issues of the district.

- a. Such committees will deal with specific issues as identified by the board;
- b. Citizen Advisory Committees appointed by the board are subject to the open meetings law;
- c. The term of the committee will be at the discretion of the board;
- d. The sole function of the committee will be to advise the board on matters for which the committee was convened; and
- e. Progress on the activities and goals of Citizen Advisory Committees, as defined by the board at the outset, will be reported to the board on a regular basis.

The superintendent [or designee] may convene administrative committees to review or develop recommendations on issues, practices, programs, or initiatives affecting the educational or operational practices of the district.

- Committee membership and duration of the committee's service will be determined by the superintendent [or designee];
- 2. The board will receive updates on administrative committee work at least annually for a standing committee, and periodically for a task-driven committee; and
- Recommendations made by administrative committees to the board are for advisory purposes only.

It is the responsibility of the superintendent to develop administrative regulations for board-appointed Citizen Advisory Committees and administrative committees, as appropriate.

Adopted: 6/70

Reviewed: 3/13; 6/15; 7/19; 7/22

Revised: 4/14

Policy Series 1000 – School and Community Relations Public Communications



Policy 1001.2 News Media Relations

The board recognizes the value of, and supports open, fair, and honest communication with the news media. The board will maintain a cooperative relationship with the news media. As part of this cooperative relationship, the board and the media will develop a means for sharing information while respecting each party's limitations.

Members of the news media are encouraged and welcome to attend open board meetings. The board president is the spokesperson for the board, and the superintendent is the spokesperson for the district. It is the responsibility of the board president and superintendent to respond to inquiries from the news media about the district.

Members of the news media seeking information about the district will direct their inquiries to the superintendent [or designee] or the Executive Director of Communications. The superintendent [or designee] or Executive Director of Communications will work with district leadership to accurately and objectively provide the facts and board position in response to inquiries from the news media about the district.

Press Releases: The superintendent [or designee] will determine when a press release about district or board matters will be issued and the format in which it is issued. Press releases will be accurate and objective with the purpose of creating or maintaining a positive image for the district. Approval of the press release prior to issue is the responsibility of the superintendent [or designee]. Questions about press releases should be directed to the superintendent [or designee].

Press Conference and Interviews: The superintendent [or designee] may hold a press conference or respond to a request for an interview with the media on behalf of the district or board. Press conferences and interviews planned or pre-arranged for district or school activities will include the superintendent [or designee]. It is within the discretion of the superintendent to determine whether a press conference or interview will be held to provide a timely response to either a media request or in response to a district issue.

Live Broadcast or Video of School or District Events: Media or individuals may broadcast or videotape public school or district events, including open board meetings, as long as the process or people do not interfere with or disrupt the school or district event and the broadcast or video does not create an undue burden on adaptation of the building or site to accommodate the request. All copyright requirements and privacy rights must be followed. The superintendent [or designee] will determine whether the individual or media presence will interfere with or disrupt the school or district event.

The media or individual will request permission to photograph, videotape, or broadcast in a specific school or district facility during hours of operation. Media or individual presence in a classroom for the purpose of featuring selected programs or practices may be approved provided that the presence does not disrupt the normal operation of the classroom or service, and the purpose for the broadcast or video is to advance the mission of the district. Requests for photography, video, or broadcasting in school and district facilities should be made to the Executive Director of Communications. Requests may be denied because of insufficient time or reasonableness.

The superintendent is responsible for developing guidelines and procedures for press releases, press conferences, interviews, broadcast and video, and any other requests from media for information about school and district events.

Adopted: 3/00

Reviewed: 4/14; 6/15; 7/19; 7/22

Revised: 1/13

Related Policy: 1001.2-R; 1004.2

Legal Reference (Code of Iowa): §§ 21.4; 22; 279.8

IASB Reference: 902.01

Policy Series 1000 – School and Community Relations Public Communications



(Proposed new regulation)

Policy 1001.2-R Public Communications Including Media Inquiries, Live Broadcasting, and Photographs Regulation

MEDIA INQUIRIES AND INTERVIEW REQUESTS

It is within the discretion of the superintendent and the Executive Director of Communications to determine how to respond to inquiries from the news media. In making this determination, the superintendent and Executive Director of Communications will strive to keep the media and the district community accurately and objectively informed. It is the responsibility of the superintendent to approve information released from the district prior to its release.

LIVE BROADCASTING

Media or individuals may broadcast or videotape public school or district events, including open board meetings, as long as the process or people do not interfere with or disrupt the school or district event, and the broadcast or video does not create an undue burden on adaptation of the building or site to accommodate the request. All copyright requirements and privacy rights must be followed. The superintendent [or designee] will determine whether the individual or media presence will interfere with or disrupt the school or district event.

PHOTOGRAPHY AND VIDEOGRAPHY ON DISTRICT PROPERTY

Rules for photographing and video recording at the district are outlined in <u>Policy</u> 1004.2-Use of Recording Devices on District Property.

Additionally, the media shall request permission to photograph, videotape, or broadcast in a specific school or district facility during hours of operation. Media or individual presence in a classroom for the purpose of featuring selected programs or practices may be approved provided that the presence does not disrupt the normal operation of the classroom or service, and the purpose for the broadcast or video is to advance the mission of the district. Requests for photography, video, or broadcasting in school and district facilities should be made to the Executive Director of Communications. Requests may be denied because of insufficient time or reasonableness.

Adopted: Related Policy: 1001.2; 1004.2

Policy Series 1000 – School and Community Relations Public Communications



Policy 1001.3 Unmanned Aircraft/ [Drones]

The following policy applies to the extent not preempted by federal or state regulatory jurisdiction regarding unmanned aircraft/drones. For purposes of this policy, the term "unmanned aircraft/drones" means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

The district believes in maintaining the safety, security, and privacy of students, employees, and visitors. In keeping with this belief, the use or possession of unmanned aircrafts/drones is prohibited on district property or in the space above the property that reasonably can be considered part of district property.

The superintendent [or designee] may make an exception to this policy in specific cases where the circumstances warrant such exception. In such situations and prior to approval, unmanned aircraft/drone operators shall:

- 1. Supply proof of insurance meeting liability limits established by the district;
- 2. Present appropriate registration and authorization issued by the Federal Aviation Administration (FAA);
- 3. Sign an agreement holding the district harmless from any claims of harm to individuals or damage to property; and
- 4. Meet additional requirements as determined appropriate by the district.

If the unmanned aircrafts/drones are operated as part of the district curriculum, prior to adoption into the curriculum, district employees shall work with district administration to ensure the appropriate insurance, registration, and authorizations are in place.

Unmanned aircrafts/drones shall be operated in accordance with Iowa High School Athletic Association (IHSAA) and Iowa Girls High School Athletic Union (IGHSAU) policies.

Failure to abide by this policy may result in local, state, and federal penalties if applicable.

Adopted: 6/16

Reviewed: 7/19; 7/22

Related Policy: 602.1; 1001.3-E

Legal Reference (Code of Iowa): §§ 279.8; IHSAA Drone Policy FFA Modernization and Reform Act of 2012

IASB Reference: 906

Policy Series 1000 – School and Community Relations Public Communications



Policy 1001.3-E Use of Unmanned Aircraft/ [Drones] Hold Harmless Agreement

| , understand that my use of an |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| nmanned aircraft /drone on Linn-Mar Community School District property |
| carries with it the potential for certain risks, some of which may not be |
| easonably foreseeable. |
| y signing this agreement I agree to release, indemnify, and hold the Linn-Mar Community School District harmless from any claims of harm to individuals or lamage to property due to the operation of an unmanned aircraft/drone. |
| have provided proof of insurance and appropriate registration and authorization by the Federal Aviation Administration (FAA). |
| Insurance policy number: |
| FAA registration number: |
| Date(s) of aircraft/drone operation: |
| eason for use of unmanned aircraft /drone : |
| |
| nalicanto Signatura. |
| Applicant's Signature: Date: |
| rinted Name: |
| |
| approved: Denied: |
| uperintendent's Signature: Date: |

Policy Series 1000 – School and Community Relations Public Communications



Policy 1001.4 Distribution of Materials

The board recognizes that students, employees, parents, or citizens may want to distribute hard copy or electronic materials within the district that are noncurricular. Noncurricular materials to be distributed must be approved by the superintendent [or designee] and follow the guidelines included in Policy 1001.4-R prior to their distribution, including informational or promotional materials for the virtual/digital backpack meet certain standards as detailed in Policy 1001.4-R prior to their distribution.

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

Adopted: 9/98 Reviewed: 3/13; 7/19 Revised: 4/14; 6/15; 7/22

Related Policy: 1001.4-R

Legal Reference (Code of Iowa): §§ 279.8; 280.22;

US Const. Amend I IASB Reference: 903.05 Mandatory Policy

Policy Series 1000 – School and Community Relations Public Communications



Policy 1001.8 Public Examination of District Records

Public records of the district may be viewed by the public during regular business hours of the administration office of the district. These hours are 7:30 AM to 4:00 PM Monday through Friday, except for holidays (including school holidays).

Persons wishing to view the district's public records will contact the Communications Office Executive Director of Communications and make arrangements for the viewing. The Communications Office Executive Director of Communications will make arrangements for viewing the records as soon as practicable, depending on the nature of the request.

Persons may request copies of public records by telephone or in writing, including electronically. The district may require pre-payment of the costs prior to copy and mailing.

Persons wanting copies may be assessed a reasonable fee for the copies and for the time needed by the employee to review and collect the requested information. The district will make every effort to provide the public records requested at no cost other than copying costs for a record which takes less than 30 minutes to produce. For requests that take more than 30 minutes to produce, expenses will include the actual cost per hour of the employee's time.

Costs for legal services utilized for the redaction or review of legally protected confidential information may also be assessed to the individual requesting the records. Printing of materials for the public at the expense of the district will only occur when the event is sponsored by the district.

In making a determination for charges for a series of requests from one person or organization within a 30-day period, or a series of requests from persons in a single organization, the charges may be aggregated. For any other materials, cost will be assessed based on the individual request.

Pursuant to Iowa law, the board has determined certain records need to be confidential as their disclosure could jeopardize the safety of persons or property and include, but are not limited to, the following:

- a. Security procedures;
- b. Emergency preparedness procedures;
- c. Evacuation procedures;
- d. Security codes and passwords, and
- e. Information contained in records that if disclosed would significantly increase the vulnerability of critical physical systems or infrastructure.

It is the responsibility of the board secretary to maintain accurate and current records of the district. It is the responsibility of the Communications Office Executive Director of Communications to respond in a timely manner to requests for viewing and receiving public information of the district.

Adopted: 3/00 Reviewed: 4/14; 6/15

Revised: 3/13; 7/19; 7/22; 10/22

Related Policy: 505.6; 505.6-R; 505.6-E2-E7

Legal Reference (Code of Iowa): §§ 21.4; 22.7; 291.6

IASB Reference: 901 Mandatory Policy

Policy Series 1000 – School and Community Relations Citizens Advisory Committees



Policy 1002.2 District-Community Groups

The board values the participation and support of district-community groups including, but not limited to, the Booster Club and Parent-Teacher Organizations (PTOs) which strive for the betterment of the district and the education program. The board will work closely with these groups.

Prior to any purchase of, or fundraising for the purchase of goods or services for the district, the group will confer with the superintendent [or designee] to assist the group in purchasing goods or services to meet the district's needs.

Funds raised by these groups for the district shall not be kept as part of are separate from the accounts of the district. However, any school related fundraising group must have a federal identification number for tax filing purposes.

It is the responsibility of the building principal to be the liaison with the district-community groups affiliated with the building principal's attendance center and the superintendent [or designee].

Adopted: 6/70 Reviewed: 4/14; 6/15; 7/19; 7/22 Revised: 3/13

Legal Reference (Code of Iowa): §§ 279.8

IASB Reference: 903.01

Policy Series 1000 – School and Community Relations Relations Between School Personnel and the Public



Policy 1003.4 District Volunteers Community Resource Persons and Volunteers

The board encourages the use of community resources and citizens to assist in furthering the educational program of the school system. One of the greatest resources available may be found in the citizens of the community who have special knowledge and particular talents to contribute to the educational program. The board may allow volunteers to serve the schools on a regular basis.

The board recognizes the valuable resource it has in the members of the district community. When possible and in concert with the education program, members of the district community may be asked to make presentations to the students or to assist employees in duties other than teaching. The district may officially recognize the contributions made by volunteers.

Recruitment, training, utilization, and the maintenance of records for the purposes of insurance coverage and/or recognition of district volunteers is the responsibility of the Community Services Coordinator.

Volunteers within the district are held to the same high standards of behavior as school employees and will be subject to background checks prior to interacting with the students in a volunteer capacity. Volunteers, when in contact with students, are required to serve in public areas of the school. It is the responsibility of the superintendent [or designee] to create regulations necessary to carry out this policy.

Adopted: 6/70 Reviewed: 3/13; 4/14; 6/15; 7/19

Revised: 10/08; 7/22 Related Policy: 1003.4-R

Legal Reference (Code of Iowa): §279.8; 670

IASB Reference: 903.02 Mandatory Policy

Policy Series 1000 – School and Community Relations Relations Between School Personnel and the Public



Policy 1003.4-R Regulations Regarding District Volunteers Community Resource Persons and Volunteers Regulation

The board recognizes the important contributions that volunteers provide in assisting educational programs of the school system. For consistency, equity, and safety the following regulations shall frame the integration of volunteers and community resources within the Linn-Mar schools:

- Community members volunteering their time will follow employee guidelines in regard to conduct and appearance as described in <u>Policy</u> <u>403.21</u>. As a role model for students, the board expects appropriate dress, conduct, and respect to maintain an atmosphere that enhances the student educational processes;
- 2. Community members serving as school Volunteer Coordinators are provided access to district email accounts and will not use the information for profit or personal/professional gain and will not share the information without prior consent of the superintendent [or designee]. The purpose of this access is to provide continuity for the Volunteer Program as volunteers assume and/or leave the position of school Volunteer Coordinator; and
- 3. Information about students and staff that is obtained while visiting district schools or through volunteer responsibilities will remain confidential.

To become an active volunteer for the district the following items must be completed *prior to* volunteering:

- a. Submit a volunteer application and volunteer disclosure statement;
- b. Background screening performed by the Community Services office;
- c. Photo taken by the Community Services office;
- d. In-person meeting with the Community Services Coordinator; and
- e. Once approved, the submission of a volunteer disclosure statement on an annual basis.

For information on the district's volunteer program contact: Angela Burke, Community Services Coordinator 319-447-3110 / <u>angela.burke@Linnmar.k12.ia.us</u>

> Adopted: 10/08 Reviewed: 3/13; 6/15 Revised: 4/14; 7/19; 7/22 Related Policy: 1003.4

Policy Series 1000 – School and Community Relations Relations Between School Personnel and the Public



Policy 1003.5 Visitors to the Schools District Buildings & Sites

The board welcomes the interest of parents and other members of the district community and invites them to visit the school buildings and sites. Visitors, which includes persons other than employees or students, must check in at the school/building office upon arrival. Visitors will be issued a visitor's badge that must be visible at all times.

Persons who wish to visit a classroom while school is in session will request approval from the building are asked to notify the principal [or designee] and obtain approval from the principal prior to the visit so appropriate arrangements can be made and so class disruption can be minimized. Teachers and other employees will not take time from their duties to discuss matters with visitors. However, should a visitor wish to discuss a topic with teachers or other employees, appointments, phone calls, or emails may be used to answer questions.

Visitors will conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school events. Visitors are required to follow board policies and administrative rules and regulations while on school grounds or attending school events. Visitors failing to conduct themselves accordingly may be asked to leave the premises. Children who wish to visit school must be accompanied by a parent or responsible adult.

It is the responsibility of employees to report inappropriate conduct. It is the responsibility of the superintendent [or designee] and building principals to take the action necessary to cease inappropriate conduct. If the superintendent [or designee] or building principals are not available, a district employee will act to cease the inappropriate conduct. If the visitor continues their inappropriate conduct, the district employee has the authority to request aid from local law enforcement.

Adopted: 11/73 Reviewed: 11/10; 4/14; 6/15; 7/19

> Revised: 3/13; 7/22 Related Policy: 1005.3

Legal Reference (Code of Iowa): §§ 279.8; 716.7

IASB Reference: 903.03 Mandatory Policy

Policy Series 1000 – School and Community Relations Use of School Facilities



Policy 1004.2 Use of Recording Devices on District Property

DISTRICT-GENERATED RECORDINGS

The district believes in the importance of providing a safe and enriching learning environment possible for its students. The district uses digital recording devices on district property including school transportation vehicles to help protect the safety of district students, employees, and community members; and to safeguard district property which is funded using public resources. Additionally, district-generated recordings of students engaging in the district's educational and extracurricular programs can be essential to engage positively with the community and promote the value of public education.

In order to balance privacy and safety interests, no recording devices will be utilized on district property where individuals maintain a reasonable expectation of privacy. These areas include but are not limited to the school nurse's office, restrooms, locker rooms, changing areas, and lactation spaces, and employee break areas.

Recordings of students have the potential to be considered education records. Any recordings will be maintained and accessed in compliance with the requirements of the Family Education Rights and Privacy Act (FERPA) and the district's policy on student records.

Employees should not record students or staff without their knowledge. Doing so may subject employees to disciplinary measures consistent with board policy and applicable employee handbooks.

Recordings will be digitally maintained and stored for an appropriate amount of time to maintain the safety of the educational environment and to safeguard district property, after which they will be destroyed. The superintendent [or designee] will work with the custodian of records to establish any necessary regulations related to the secure storage, maintenance, viewing, and destruction of digital recordings.

NON-DISTRICT GENERATED RECORDINGS

The use of non-district owned recording devices on district property and at district events will may be regulated at the discretion of the district. Students, parents, media, and community members will not be permitted to take recordings of other students, or employees, or community members during school hours when the recording is related to education or co-curricular matters unless the recording is authorized in advance by building administration. Students and employees found to violate this policy will may be subject to disciplinary measures consistent with board policy and applicable student and employee handbooks. This policy will not be construed or enforced in a way that infringes on employee activity otherwise protected by law.

It is important to foster a community spirit and sense of unity within the district. However, the district acknowledges that not every student or staff member feels comfortable or safe being recorded. At district-sponsored extracurricular events and activities, the use of non-district owned recording devices by the public may be monitored by administration if a concern is made known to district administration by a student, employee, or parent. Any individuals determined to be making recordings considered bothersome to students or staff may be asked to stop or destroy their recording and may be asked to leave the event.

Adopted: 9/21 Reviewed: 7/22

Related Policy: 505.6; 1001.2-R, 1004.2-R

Legal Reference (Code of lowa): §§ 279.8; 20 USC 1232

IASB Reference: 804.06

Policy Series 1000 – School and Community Relations Use of School Facilities



Policy 1004.2-R Regulations Regarding Use of District-Owned Recording Devices on District Property Use of Recording Devices on District Property – Use of District-Owned Recording Devices Regulation

The board supports the use of recording devices on district property as a means to monitor and maintain a safe environment for students and employees. District property includes district-owned land, buildings, vehicles, buses, and any other property as needed. The contents of the recordings may be used as evidence in a student or employee disciplinary proceeding. Determination of how recording devices will be used will be made by the superintendent in consultation with the building principals and the transportation manager.

STUDENT RECORDS

The content of the recordings are considered confidential may be a student records and are subject to federal and state law, board policy, and administrative regulations regarding confidential student records. Generally, recordings surveillance video that does not capture any specific incident are is not considered a student records or personnel records and may be disclosed as a public record upon request. Only those persons with a legal basis or legitimate educational purpose may view the recordings. In most instances, individuals with a legitimate educational purpose may be the superintendent, building principal, classroom teacher, transportation director, bus driver, human resources director, technology services, and special education staffing team. A parent may inspect, review, or be informed of the content of the recording without consent from any student or parent of a minor student also shown in the recording, whether the student is a bystander to an incident or directly involved. The district may, but is not obligated by law to provide a copy of a recording to a parent or student upon request.

A recording during a school-sponsored trip, such as an athletic event, may also be accessible to the sponsor or coach of the activity. If the content of the recording becomes the subject of a student disciplinary proceeding, it will be treated like other evidence in the proceeding.

NOTICE

The district will annually provide the following notice to students, employees, and parents:

The Linn-Mar Community School District Board of Directors has authorized the use of recording devices on district-owned property. The recording devices will be used to enhance safety and security within the educational environment. Students, employees, and parents are hereby notified that the content of the recordings may be used in student or employee disciplinary proceedings. The content of the recordings may be considered confidential student records and

will be retained with other student records. Recordings will only be retained if necessary for use in student or employee disciplinary proceedings or other matters as determined necessary by the administration. Parents may request to view the recording of their child.

The following notice will also be placed on all district transportation equipped with recording devices: This vehicle is equipped with a recording/audio monitoring system.

REVIEW OF RECORDING DEVICES

The district will review recordings, when necessary, as a result of an incident reported by an employee or student. The recordings may be recirculated for erasure after 7 days. Recordings by the Technology Services department regarding building security are recirculated for erasure after 15 overwritten every 30 calendar days.

If not public records, the viewing of recordings is limited to individuals having a legitimate educational purpose. A written log, as appropriate, may be kept of those individuals viewing the recordings stating the time, name of individual viewing, and the date the recording was viewed.

STUDENT CONDUCT

Students are prohibited from tampering with recording devices on district property. Students found in violation of this regulation will be disciplined in accordance with the district's discipline policy and good conduct rule and will reimburse the district for any repairs or replacement necessary as a result of the tampering.

EMPLOYEE CONDUCT

District-generated recordings may be used as evidence in employee disciplinary matters, as appropriate. Employees are prohibited from tampering with recording devices on district property. Employees found to be in violation of this regulation will be subject to disciplinary action as outlined in the employee handbook and relevant board policies.

Adopted: 11/93 Reviewed: 9/11; 10/12; 4/15; 11/18 Revised: 11/13; 9/21; 7/22

Related Policy: 1001.2-R, 1004.2

Legal Reference (Code of Iowa): §279.8 IASB Reference: 804.06-R(1)

Policy Series 1000 – School and Community Relations Community Activities Involving Students



Policy 1005.3 Public Conduct on School Premises

The board expects that students, employees, and visitors will treat each other with respect, engage in responsible behavior, exercise self-discipline, and model fairness, equity, and respect. Individuals violating this policy will be subject to discipline. Students will be disciplined consistent with the student conduct policies. Employees will be disciplined consistent with employee discipline policies and laws. Others will be subject to discipline according to this policy.

Individuals are permitted to attend school sponsored or approved activities or visit school premises only as guests of the district and, as a condition, they must comply with the district's rules and policies. Individuals will not be allowed to interfere with or disrupt the education program or activity. Visitors, like the participants, are expected to display mature, responsible behavior. The failure of individuals to do so is not only disruptive but embarrassing to the students, the district, and the entire community.

To protect the rights of students to participate in the education program or activities without fear of interference or disruption and to permit the school officials, employees, and activity sponsors and officials to perform their duties without interference or disruption, the following provisions are in effect:

- 1. Abusive, verbal or physical conduct of individuals directed at students, school officials, employees, officials and activity sponsors of sponsored or approved activities, or at other individuals will not be tolerated.
- 2. Verbal or physical conduct of individuals that interferes with the performance of students, school officials, employees, officials and activity sponsors of sponsored or approved activities will not be tolerated.
- 3. The use of vulgar, obscene, or demeaning expression directed at students, school officials, employees, officials and activity sponsors of sponsored or approved activities participating in a sponsored or approved activity, or at other individuals will not be tolerated.

If an individual becomes physically or verbally abusive; uses vulgar, obscene, or demeaning expressions; or in any way interrupts an activity, the individual may be removed from the event by the individual in charge of the event. Law enforcement may be contacted for assistance. The superintendent [or designee] may recommend the exclusion of the individual at future sponsored or approved activities or from school facilities.

Individuals removed from school premises have the ability to follow the board's chain of command and complaint policies should they choose to do so. The exclusion is in effect should the individual choose to appeal the decision of the superintendent. The term "individual" as used in the policy also includes students and employees.

If an individual has been notified of exclusion and thereafter tries to enter a school building or facility or attends a sponsored or approved activity, the individual will be advised that their attendance will result in prosecution. The district may obtain a court order for permanent exclusion from the school building or facility or from future school-sponsored or approved activities. For the purpose of this policy, facility includes all buildings, grounds, and outdoor facilities which are considered district property or on which district business is conducted.

Adopted: 12/99

Reviewed: 3/13; 4/14; 6/15; 7/19; 7/22

Revised: 2/08

Related Policy: 1003.3

Legal Reference (Code of Iowa): §§ 279.8, .66; 716.7

IASB Reference: 903.04

Policy Series 1000 – School and Community Relations Community Activities Involving Students



Policy 1005.6 Transporting Students in Private Vehicles

Generally, transporting students for school purposes is done in a vehicle owned by the district and driven by a licensed school bus driver. In case of emergency or special circumstances, Students may be transported in private vehicles for school purposes. It is within the discretion of the superintendent to determine when this is appropriate.

Individuals transporting students for school purposes in private vehicles must have the permission of the superintendent and meet all applicable requirements set by the district. Prior to transporting students in private vehicles, will be used only when the district may require the following:

- a. The vehicle used to transport the student(s) is in good condition and meets all applicable safety requirements;
- b. The driver transporting the student(s) possesses a valid driver's license;
- c. Vehicles used for private transportation must have enough passenger restraints to accommodate the number of passengers being transported;
- d. Proof of insurance has been supplied to the superintendent [or designee] and the insurance satisfies the minimum coverage requirements for driving personal vehicles in the state of lowa; and
- e. The parents of the students to be transported have given written permission to the superintendent [or designee]. (Refer to Policy 1005.6-E)

The district assumes no responsibility for those students who have not received the approval of the superintendent and who ride in private vehicles for school purposes. If transportation is not provided by the district, or if transportation provided by the district is declined by the student or parent/guardian, then the responsibility and corresponding liability for transportation for school purposes shall rest solely with the student and parent/guardian.

This policy statement applies to transportation of students for school purposes in addition to transporting students to and from their designated attendance center. The superintendent may develop an administrative process to implement this policy.

Adopted: 6/85

Reviewed: 3/13; 4/14; 6/15; 7/19; 7/22

Revised: 4/16

Related Policy: 1005.6-E

Legal Reference (Code of Iowa): §§ 279.8; 285; 321; 281 IAC 43

IASB Reference: 904.01

Policy Recommendations for Board Approval – July 7, 2025

The following policies were reviewed by the Policy Committee on May 1, 22, 27, and June 10, and are being submitted for second reading with additional edits. Edits are highlighted in yellow on the individual policies contained in this packet.

| Policy # | Policy Title | Reviewed/Revised/New | |
|--------------------------------------------|---------------------------------------------------------------------------|-----------------------|--|
| 505.7 | Parent & Family Engagement | Revisions recommended | |
| 505.11 | Use of Personal Electronic Devices by Students | Proposed new policy | |
| 805.2 | Care, Maintenance, and Disposal of District Records Revisions recommended | | |
| 1000 Series – School & Community Relations | | | |
| 1003.3 | Public Complaints | Revisions recommended | |

Policy Series 500 - Students Miscellaneous Matters



Policy 505.7 Parent and Family Engagement

Parent and family engagement are important components in a student's success in school. The school board encourages parents and families to become involved in their student's education to ensure their academic success. In order to facilitate parent and family involvement, it is the goal of the district to conduct outreach and implement programs, activities, and procedures to further involve parents and families with the academic success of their students.

The board will:

- 1. Involve parents and families in the development of the District Title I Plan, the process for school review of the plan, and the process for improvement by:
 - a. Jointly reviewing and revising the Title I Plan at an annual evaluation in the spring of each school year;
 - Ensuring evaluation tools are included, but not be limited to, a parent survey, contact logs, and information gathered at the annual Parent Advisory meeting; and
 - c. Utilizing findings from the annual evaluation to design and implement evidence-based strategies for more effective parent and family involvement.
- Provide the coordination, technical assistance, and other supports necessary to assist and build the capacity of all participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance by:
 - a. Collaborating between the district and schools to plan and implement effective parent and family engagement activities to improve student academic achievement and school performance;
 - b. Providing professional learning opportunities regarding effective parent and family engagement during Title I parent events;
 - c. Educating teachers, specialized instructional support personnel, principals, and other school leaders and staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the schools;
 - d. Fostering community partnerships to engage parent and families more effectively;
 - e. Providing parents and families timely responses to all parent recommendations; and
 - f. Providing opportunities for all parents to participate in Title I activities and any appropriate training/learning experiences.
- To the extent feasible, coordinate and integrate parent and family engagement strategies under Title I with parent and family engagement strategies outlined in other relevant federal, state, and local laws and programs by:

- a. Ensuring the Title I program works cooperatively with other programs and integrates parent involvement programs and activities, as appropriate, such as Junior Achievement and building volunteers. Title I will work with the Homeless Liaison to coordinate needs of students.
- 4. Conduct group meeting with stakeholders, With the involvement of parents, and family members, and other stakeholders an annual evaluation will be conducted of the content and effectiveness of the Parent and Family Engagement policy in improving academic quality of the schools served; including identifying barriers to greater participation by parents in Title I activities (with particular attention to low-income parents, Limited English Proficient [LEP] parents, parents of any racial or ethnic minority, parents with disabilities, and parents with limited literacy), needs of parents and families to assist their children's learning, and strategies to support successful school and family interactions by:
 - a. Conducting an annual review at the parent advisory meeting to determine the effectiveness of this policy; and
 - b. Ensuring the jointly agreed upon policy is distributed to parent and family members participating in Title I through the Title I parent meetings with each family. Parents will be notified of this policy in an understandable and uniform format and to the extent practicable, it will be provided in a language appropriate for parents (i.e. English and/or Spanish).
- 5. Use the findings of the annual evaluation to design strategies for more effective parent and family involvement and to revise, as necessary, the parent and family involvement policies by:
 - a. Ensuring the findings and feedback from the annual parent advisory meeting are used to identify and mitigate barriers to participation, identify needs parents may have so they can support their child's learning, and identify strategies to improve school and family interactions;
 - b. Ensuring policy evaluation findings are used to design evidence-based strategies for effective parent and family involvement and improve the parent and family engagement policy; and
 - c. Ensuring all Title I parents are invited to, and encouraged to attend, the annual parent advisory meeting to review and revise the parent and family engagement policy.

6. Involve parents and families in Title I activities by:

- a. Ensuring parent and family meetings, including parent conferences, will be held at different times during the day and Title I funds may be used to pay reasonable and necessary expenses associated with parent and family engagement activities including transportation, childcare, and/or home visit expenses to enable parents to participate in school-related meetings and training sessions;
- b. Involving parents at open houses, conferences, Title I parent nights, and other school activities;
- Contacting parents in a variety of formats such as written correspondence, phone calls, email correspondence, and face-to-face meetings; and provide timely responses to all parent recommendations and/or questions;
- d. Hosting an annual parent meeting to inform parents and family members of the school's participation in Title I and explain the requirements of the program and their right to be involved;

- e. Ensuring parents are given assistance in understanding the requirements of Title I law and Iowa academic standards, as well as state and local assessments at the fall informational meeting;
- f. Ensuring the school provides opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children; and respond to any such suggestions as soon as practicably possible;
- g. Ensuring parents are informed through written notification of the reasons for their children's participation, the curriculum, and the instructional objectives and methods of the program as students are selected for Title I services;
- Ensuring through annual meetings and parent-teacher conferences that parents are provided with a description and explanation of curriculum in use, the assessments used to measure academic progress, and the proficiency levels students are expected to meet;
- i. Ensuring a school/parent compact outlines how parents, students, and the entire school staff share the responsibility for improved student achievement and the means by which the school and parents continue to build and develop partnerships to help children achieve the local, high standard. The compact is signed upon notification of student involvement in the program and reviewed at the annual parent advisory meeting.
- j. Ensuring the Title I or schoolwide program provides opportunities for parents to become partners with the school in promoting the education of their children at home and at school, parents are given help monitoring their student's progress, the school provides assistance to parents on how they can participate in decisions related to their student's education, and the school provides reasonable support for parental involvement activities as requested by parents (Parent trainings, materials, phone calls, volunteer opportunities, parent involvement conference, child study teams, etc.).
- k. Providing materials and trainings to help parents work with their children to improve their children's achievement such as literacy trainings and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; and
- I. Ensuring all Title I parent and family communication and reports, to the extent practicable, are provided in a language and format understood by parents and families in the Title I program to ensure opportunities for informed participation.

The district will involve parents in determining how to allocate reserved Title I funds in accordance with applicable laws.

The school board will review this policy annually. The superintendent [or designee] is responsible for notifying parents and families of this policy annually, or within a reasonable time after it has been amended during the school year. The superintendent [or designee] may develop an administrative process or procedures to implement this policy.

Adopted: 12/16 Reviewed: 11/17; 12/20

Revised: 10/19; 10/23 Related Policy: 505.7-R; 505.8

Legal Reference (Code of Iowa): 20 USC §6318 IASB Reference: 505.08; 505.0-8-R(1)

Mandatory Policy

Policy Series 500 – Students Miscellaneous Matters



(Proposed New Policy)

Policy 505.11 Use of Personal Electronic Devices by Students

It is the policy of the Linn-Mar Community School District that students may not use-personal electronic devices during classroom instructional time. See additional expectations delineated by grade levels:

| Grade | Expectations |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| K-8 | Student personal electronic devices are not allowed during school hours. This is defined as the time students arrive on campus until dismissal. |
| 9-12 | Student personal electronic devices are restricted during the entire class time which is defined as bell to bell. Student personal electronic devices are only allowed during passing times, campus release time, during lunch and before/after school hours (unless noted below in the general rules section). |

DEFINITIONS

For purposes of this policy, a "personal electronic device" is a device that is used by a student to send or receive information or create or review content, including cellular and mobile phones, watches or other wearable devices in a receive or transmit mode, laptop or notebook computers, tablets, video game devices, portable media players, and any applications or programs installed by the student on a school-owned or issued device. A "personal electronic device" does not include a device possessed by the student for documented legal, health, and safety purposes and used solely for those purposes or issued by the district for instructional purposes.

A student's personal electronic device may be used for instructional purposes, in grades 9-12, under the following conditions: a member of the school's instructional staff permits use of personal electronic devices for a specific instructional purpose or activity or a course policy, syllabus, or handbook indicates that personal electronic devices are permitted in the course for a specific purpose or purposes.

The following are the district-provided educational technologies and devices that will be made available to students for instructional purposes:

Kindergarten students are assigned an iPad, first through twelfth grade students are assigned a laptop and some students utilize communication devices due to their specific needs.

"Instructional time" is any time during which a student is under the guidance and supervision of licensed instructional staff or instructional assistants (i.e. bell to

bell). This impacts grades 9th-12th as grades K-8th are not provided an option for cell phone use during the day (see the table above).

COMMUNICATION BETWEEN PARENTS/GUARDIANS and SCHOOL

- Parents/Guardians
 - A parent or guardian, after verification by school officials, may communicate with a student through the school office.
 - If there is a family emergency requiring the student's immediate attention, a parent or guardian may contact the school office.
 - Parents/guardians with students in grades 9-12 may reach their students during times students have been granted access to their devices.

School

- In the event of an emergency at the school, the school will contact the parent or guardian by the method most recently listed by the parent in the school's student information system (i.e. PowerSchool) immediately when it becomes safe to do so.
- In the event of an emergency involving the broader school community, the school will contact parents and guardians by phone or email and therefore it is critical that PowerSchool, the district's student information system, is up to date with parent/guardian contact information.
- In either scenario, a school emergency supersedes this policy about use of personal electronic devices and any student will be allowed to access their device during this type of situation.

A student's personal electronic device (as defined on page 1), not otherwise allowed to be used under this policy,

- K-4 Grades must be securely stored and out of sight at all times in the student's locker or book bag.
- 5-12 Grades must be securely stored and out of sight at all times.
- Devices, in the school's possession, will be securely stored in the office.

VIOLATIONS OF POLICY

| Grade | Discipline for use during instructional time | |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| K-8 | 1st Offense: Documented student warning and student secures device. 2nd Offense: Device held by teacher/staff member until dismissal and parent notification from teacher. 3rd+ Offense: Teacher/staff member delivers device to school office and administrator or designee notifies parent and possible parent meeting and action plan. | |
| 9-12 | 1st Offense: The Responsibility Centered Discipline process will be implemented in cases of inappropriate device use or when a student refuses | |

to stop using their device during a time when it is not permitted for class activities.

2nd Offense: Device may be held by teacher/school staff for the remainder of the class. Parent contact and documentation.

3rd Offense: May fall under disruptive behavior, disorderly conduct, harassment, verbal threat, or insubordination using the Responsibility Centered Discipline for inappropriate use or use when a student refuses to discontinue use of device when they are not to be on it for a class.

If the student uses a personal electronic device during the administration of any assessment, the student will face disciplinary action. If the student uses a personal electronic device in a state or federal mandated assessment, the school will follow any protocols for that assessment's security.

STUDENT-SPECIFIC EXCEPTIONS TO POLICY

Petition by Parent or Guardian: A parent or guardian of a student may petition to allow their child to maintain access to a personal electronic device for a legitimate reason related to the student's physical or mental health, based on the unique facts of the student's case. The petition shall be addressed to the building principal. If not granted, a parent or guardian may appeal to the superintendent or designee, whose decision shall be final. A parent or guardian has the burden of providing a legitimate reason for allowing the child to maintain access to a personal electronic device contrary to [school's] policy.

<u>Student Plans</u>: A student who has a current Individualized Education Plan (IEP), a plan under section 504 of the federal Rehabilitation Act, or health plan may maintain access to a personal device during an appropriate portion of the school day as documented in the plan. The device should be used solely in the manner necessary and documented.

Adopted: Related Policy: Iowa Code: 279.87

Policy Series 800 – Business Procedures Records



Policy 805.2 Care, Maintenance, and Disposal of District Records

School district records are housed in the central administration office of the school district. It is the responsibility of the superintendent and board secretary as custodian of district records, or their designee, to oversee the maintenance and accuracy of the records. The following records are kept and preserved according to the schedule below:

| Record | Length of Time | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--|
| Board Secretary's Financial Records | Permanently | |
| Board Treasurer's Financial Records | Permanently | |
| School Board Election Results | Permanently | |
| Board of Directors Open Meeting Minutes | Permanently | |
| Recordings and Minutes of Closed Board Meetings | 1 year | |
| Individual Student's Permanent Records | Permanently | |
| Annual Audit Reports | Permanently | |
| Annual Budgets | Permanently | |
| Real Property Records (e.g. Deeds, Abstracts, etc.) | Permanently | |
| Records of Payment of Judgements Against the District | 20 years | |
| Bonds and Bond Coupons | 11 years after maturity, cancellation, transfer, redemption, and/or replacement | |
| Written Contracts | 11 years | |
| Cancelled Warrants, Check Stubs, Bank Statements, Bills, Invoices, and Related Records | 5 years | |
| School Meal Program Accounts/Records | 3 years after submission of the final claim for reimbursement | |
| Program Grants | As determined by the grant | |
| Non-Payroll Personnel Records | 7 years after leaving the district | |
| Payroll Personnel Records | 3 years after leaving the district | |
| Payroll Records | 3 years | |
| Employment Applications | 2 years | |
| Records of complaints of sex discrimination and conduct that reasonably may constitute sex discrimination, plus all responsive records, outcomes, and training materials on the topic | 7 years | |
| Text Messages and Other District Records Stored on | 20 days | |
| Employee Personal Devices or Accounts** | 30 days | |
| District Emails | At least 1 year, unless otherwise specified by law based on the subject matter of the email | |
| Surveillance Video Footage | 30 days | |

In the event that any federal or state agency requires a record to be retained for a period of time longer than that listed above for audit purposes or otherwise, the record shall be retained beyond the listed period as long as is required for the resolution of the issue by the federal or state agency.

Employee records are housed in the central administration office of the district. Records of employees no longer working for the district can be stored in a

secure off-site location. Employee records are maintained by the superintendent [or designee], the building administrator, the employee's immediate supervisor, the human resources director, and the board secretary custodian of district records.

An inventory of the furniture, equipment, and other nonconsumable items other than real property of the district is conducted annually under the supervision of the superintendent. This report is filed with the board secretary.

The permanent and cumulative records of students currently enrolled in the district are housed in the central administration office of the attendance center where the student attends. Permanent records shall be housed in a fire resistant safe or vault or electronically with a secure backup file. The building administrator [or designee] is responsible for keeping these records current. Permanent records of students who have graduated or are no longer enrolled in the district will be housed in an appropriately safe and secure storage area or facility and will be retained permanently. These records will be maintained by the superintendent custodian of district records [or designee]. Cumulative records will be maintained for a period of at least five years after the student graduates or otherwise ends enrollment in the district. Special education records shall be maintained in accordance with the applicable federal or state law.

The superintendent custodian of district records [or designee] may digitize or otherwise electronically retain district records and may destroy paper copies of the records. An electronic record which accurately reflects the information set forth in the paper record after it was first generated in its final form as an electronic record and which remains accessible for later reference meets the same legal requirements for retention as the original paper record.

District officers, administrators, and employees are strongly encouraged to use district-provided accounts and devices to conduct all district business. If an officer, administrator, or employee conducts district business on a personal device or account, the individual is hereby notified that those constitute records of the district and must be retained in accordance with this policy. Furthermore, records of the district that exist on an individual's personal device or account may be subject to disclosure upon a Freedom of Information Act (FOIA) request.

Adopted: 6/99

Reviewed: 10/12; 12/18; 1/22 Revised: 5/15; 4/16; 8/23

Related Policy: 403.16-16R; 505.61

Legal Reference (Code of Iowa): §§ 22.3; 22.7; 91A.6; 279.8; 291.6; 554D.114; 554D.119; 614.1(13); 281 IAC 12.3(4); 41.624

IASB Reference: 708

Mandatory Policy

Policy Series 1000 – School and Community Relations Relations Between School Personnel and the Public



Policy 1003.3 Public Complaints

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

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

- a. Matters should first be addressed to the teacher or employee the individual has a complaint or concern about;
- Unsettled matters from (a) above or problems and questions about individual attendance centers should be addressed to the employee's direct supervisor or the building principal;
- c. Unsettled matters from (b) above or problems and questions concerning the district should be directed to the superintendent; and
- d. If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board for consideration. To bring a concern for formal board consideration of action, the individual shall notify the board president or board secretary in writing, who may will bring it to the attention of the entire board leadership as a consideration for a future agenda.

If there is no resolution or a plan for resolution by the superintendent within 10 school days of the individual's discussion with the superintendent; the individual may ask to have the question or problem placed on the board agenda by submitting a request in writing to the board secretary. Refer to policies 204.7 and 204.9 for additional information on requesting items be placed on the board agenda.

Per State of Iowa House File 868 and Iowa Code 256.9(63), Parents, guardians, and community members of the district who have concerns about the district or the board may refer to the student handbook for additional guidance from the Iowa Department of Education or directly to the Iowa Department of Education website at: https://educateiowa.gov/pk-12/parent-guardian-and-community-concerns.

It is within the discretion of the board to address complaints from the members of the district community, and the board will only consider whether to address complaints if they are in writing, signed, and the complainant has complied with this policy. The board is not obligated to address a complaint and may defer to the decision of the superintendent. If the board elects not to address a complaint, the decision of the superintendent shall be final. If the board does elect to address a complaint, its decision shall be final.

Adopted: 5/97 Reviewed: 1/11; 12/11; 4/13; 9/14; 8/17

Revised: 1/06; 9/19; 6/20; 9/21; 7/22 Related Policy: 204.7; 204.9; 502.12 Legal Reference (Code of Iowa): § 279.8

IASB Reference: 213.01

Project Specifications

Project Number: 22216000 May 20, 2025

CONSTRUCTION DOCUMENT SET

LINN-MAR PERFORMANCE CENTER ORCHESTRA SHELL MARION, IOWA



200 FIFTH AVENUE SE SUITE 201 CEDAR RAPIDS, IOWA 52401 (319) 363-6018 FAX: (319) 363-7349

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NOTICE OF PUBLIC HEARING

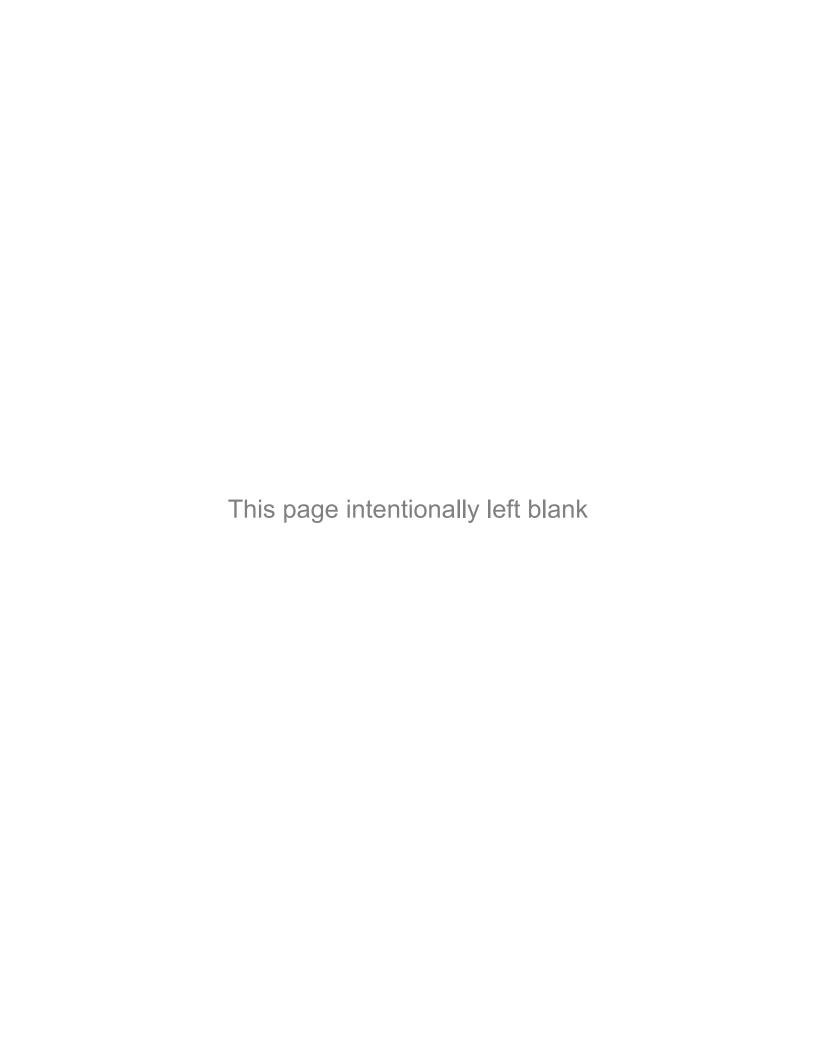
LINN-MAR COMMUNITY SCHOOL DISTRICT

You are hereby notified that at 5:00 p.m., Central Time, on July 7th, 2025, at Linn-Mar Community School District, Administration Building Board Room, 3556 Winslow Road, Marion, IA 52302, there will be a public hearing as provided under Section 73A of the Code of Iowa for the purpose of hearing or receiving any objections to the adoption of the proposed drawings, specifications and form of contract, and the proposed cost for the furnishing of all necessary labor, material, and equipment for:

LINN-MAR PERFORMANCE CENTER ORCHESTRA SHELL

Proposed drawings, specifications, and form of contract may be examined at the Linn-Mar Community School District, Administration Building, 3556 Winslow Road Street, Marion, IA 52302, from 8:00 A.M. to 4:00 P.M.

NOTICE OF HEARING 00 11 10 - 1



PROJECT NO. 22216000

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. Linn-Mar Community School District
- B. Address: 3556 Winslow Road, Marion, IA 52302

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. OPN Architects, Inc.
- B. 200 5th Avenue SE, Suite 201, Cedar Rapids, IA 52401

1.03 TO: POTENTIAL BIDDERS

A. On behalf of Linn-Mar Community School District, sealed bids will be received at Linn-Mar Community School District, Administration Building, 3556 Winslow Road, Marion, IA 52302, until 1:00 p.m. local time on August 12th, 2025 for:

LINN-MAR PERFORMANCE CENTER ORCHESTRA SHELL

Project No.: 22216000

- B. Bids will be opened and read aloud at approximately 1:10 p.m. local time in the Administration Building Board Room at 3556 Winslow Road, Marion, IA 52302
- C. The bids are for a single Prime Contract for a new Orchestra Shell to be used in the . Bids shall be on a lump sum basis; segregated sub-bids will not be accepted.
- D. Awards of Contract is anticipated to commence on or about the 8th of September. Work may begin immediately following execution of the agreement and is scheduled to be installed by December 31st, 2025, in one phase as shown on the Contract Documents.
- E. A public hearing will be conducted at a meeting to be held at Linn-Mar Community School District, Administration Building3556 Winslow Road, Marion, IA 52302, , at 5:00PM., on July 7th, 2025, at which time and place any person may appear and file objections to the proposed plans, specifications, form of contract, and the estimated cost of said project.
- F. Bidders and Sub-bidders requiring interpretation of the bidding documents or substitution requests are required to make a written request to the Architect by 5:00 p.m. local time seven calendar days prior to the date for receipt of Bids. Clarifications or modifications of the Bid Documents will be addressed via Addendum by 5:00 p.m. local time five calendar days prior to the date for receipt of Bids.
 - 1. Direct all correspondence to: Ken Hagen at OPN Architects, khagen@opnarchitects.com
- G. Bidders for the Contract may obtain copies of the Bidding Documents by contacting Rapids Reproductions, Cedar Rapids, IA, Ph. 319-364-2473 in accordance with the Instructions to Bidders upon depositing the sum of \$200 (written to OPN Architects), or a valid MBI Plan Deposit card issued for the current year, for each set of documents.
 - 1. If applicable, contractors and sub-bidders shall pay printing company for associated shipping cost.
 - 2. The deposit will be refunded to Bidders who return the Bidding Documents in good condition within fourteen days after award of project. The cost of replacement of missing or damaged documents will be deducted from the deposit.
 - 3. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.
 - 4. Documents are also available to view digitally on Rapids Reproductions online Public Plan Room.
- H. Paper documents may be viewed at the following plan rooms:

- Dodge Data & Analytics Planroom, 3315 Central Ave, Hot Springs, AR 71913, 501-625-3544
- 2. Des Moines Construction Update Plan Room DM, 221 Park Street, Des Moines, IA
- I. Documents may also be viewed digitally at the following organization's online plan rooms:
 - 1. Bid+Builders Exchange, 4814 E. Broadway, Madison, WI, 608-221-3148
 - 2. Minnesota Builders Exchange, 1123 Glenwood Avenue, Minneapolis, MN, 612-381-2647.
 - 3. Omaha Builders Exchange, 4159 S. 94th, Omaha, NE, 402-991-6906.
- J. Bid security in the amount of 5% of the total bid in the form of certified check, credit union share draft, or surety bond written on an original AIA Document A310, Bid Bond, is required for this project at the time of Bid. The successful bidder will be required to provide surety Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the Contract Sum.
- K. Interested bidders shall submit a completed <u>Bidder's Status Form</u> (See Section 00 60 00 Project Forms for a copy of this form) at the time of Bid.
- L. Nonresident bidders shall comply with Iowa Code Section 73A.21, subsection 4.
- M. In accordance with, Chapter 73A, Code of lowa, when a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. In accordance with Chapter 156. Iowa Administrative Code the public body shall request a statement from each bidder regarding the bidder's resident status. The statement shall be on the form designated by the commissioner. The statement shall require the bidder to certify whether the bidder is a resident bidder or a nonresident bidder. In the case of a resident bidder. the statement shall require the resident bidder to identify each office at which the resident bidder has conducted business in the state during the previous three years and the dates on which the resident bidder conducted business at each office. In the case of a nonresident bidder, the statement shall require the nonresident bidder to identify the nonresident bidder's home state or foreign country as reported to the lowa secretary of state, to identify each preference offered by the nonresident bidder's home state or foreign country, and to certify that, except as set forth on the form, there are no other preferences offered by the nonresident bidder's home state or foreign country.
- N. The award of the contract may be made by Linn-Mar Community School District Board to any responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of materials or service in the best interest of the Owner. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interest of the Owner.
- O. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa.

END OF SECTION

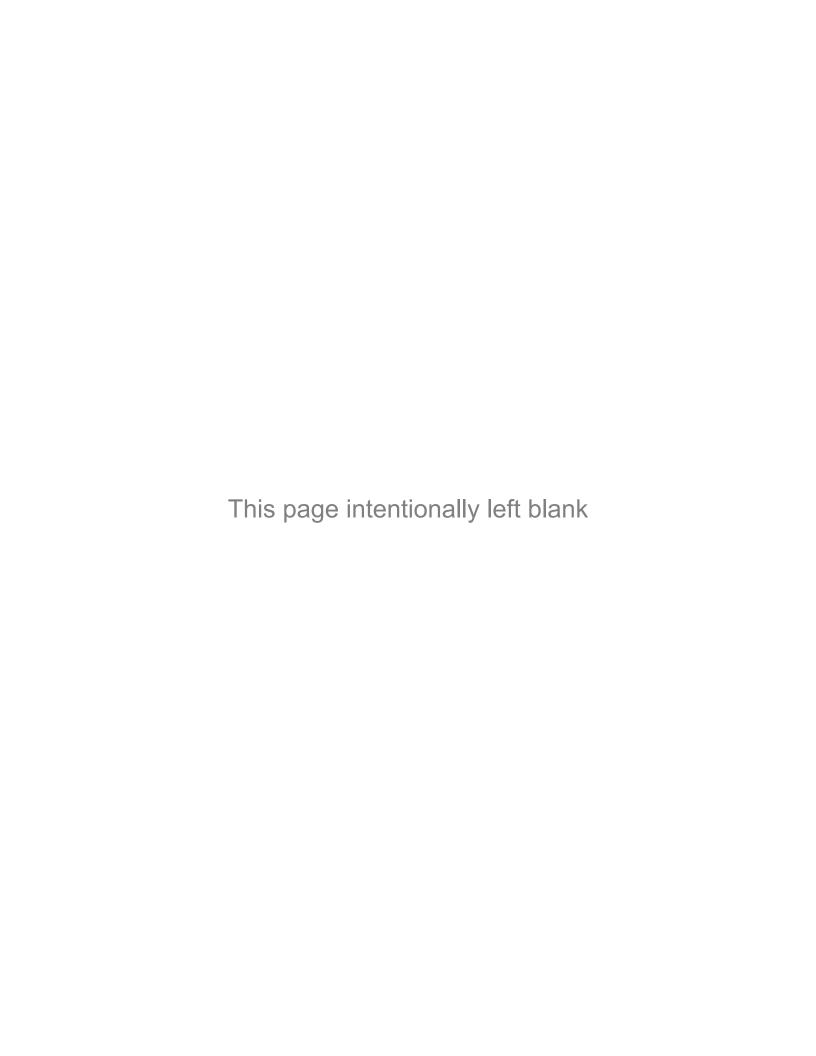
LINN-MAR PERFORMANCE CENTER ORCHESTRA SHELL MARION, IOWA

PROJECT NO. 22216000

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

American Institute of Architects Document A701 - 2018, Instructions to Bidders, is hereby incorporated in this specification by reference and is available from the Architect: OPN Architects, Inc., 200 Fifth Avenue SE, Suite 201, Cedar Rapids, Iowa 52401. The Instructions to Bidders, including modifications and special instructions, shall apply to all Bidders and Sub-Bidders.

END OF SECTION 00 21 13



SECTION 00 22 13 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete from or add to the "Instructions to Bidders", AIA Document A701, 2018 Edition. Where any Article of the Instructions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 3: BIDDING DOCUMENTS

- 1. Paragraph 3.2 Modification or Interpretation of Bidding Documents
 - A. Sub-paragraph 3.2.2; replace with the following:

"An ambiguity, inconsistency, or error discovered too late to be clarified or interpreted by Addendum shall be handled in the following manner:

- .1 The Bidder or Sub-bidder shall promptly notify the Architect.
- .2 The Bidder or Sub-bidder shall determine, to the best of his ability, the proper methods or materials required to fulfill the design intent of the Architect and shall include the cost of providing such methods or materials in this Bid or Sub-bid.
- .3 The Bidder or Sub-bidder shall submit with the Bid, as supplemental information, descriptions of the ambiguity, inconsistency, or error and the methods or materials which he has included in the Bid.
- .4 The Owner, General Contractor and Architect will review the supplemental information prior to awarding the Contract."
- 2. Paragraph 3.3 Substitutions
 - A. Sub-paragraph 3.3.2; add the following:
 - ".1 All substitution requests shall be submitted on the Substitution Request Form included in the Project Specification Manual. All substitution requests submitted must be complete with all requested information. Incomplete forms and requests submitted on other forms shall be disregarded."
- 3. Paragraph 3.4 Addenda
 - A. Paragraph 3.4.3; add the following to the end of paragraph:
 - ".....or in a case deemed an emergency by the Architect or Owner."

ARTICLE 4: BIDDING PROCEDURES

- 1. Paragraph 4.1 Preparation of Bids
 - A. Sub-paragraph 4.1.1; add the following sentence:

- 1. "Bidders shall include an original copy of the Bid in the submittal envelope."
- Paragraph 4.2 Bid Security
 - A. Sub-paragraph 4.2.1; add the following:
 - "4.2.1.1 Bid Security in the amount of 5% of the Bid shall be presented as:
 - .1 A certified check on a solvent lowa bank, made payable to the Owner; or,
 - .2 A surety bond from a surety company authorized to do business in the state of lowa; or
 - .3 A certified share draft on a solvent lowa credit union, made payable to the Owner."
 - B. Sub-paragraph 4.2.4; revise final sentence as follows:
 - However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning ______ days after the opening of Bids, withdraw its Bid and request the return of its bid security."
- 3. Paragraph 4.3 Submission of Bids
 - A. Sub-paragraph 4.3.1; delete this paragraph and add the following:
 - "4.3.1 Bids, required submittals, and supplementary information shall be presented in two separate sealed opaque envelopes identified with the Project title, the Bidder's name, and a list of the contents. The contents of the envelopes shall be as follows:
 - .1 Envelope No. One shall contain the original Bid.
 - .2 Envelope No. Two shall contain the Bid Security, Bidder Status Form, and supplemental information offered by the Bidder.

Both envelopes shall be sealed in a mailing envelope addressed to the party receiving the Bids and identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. The mailing envelope shall be noted "SEALED BID ENCLOSED".

- B. Sub-paragraph 4.3.6; add the following:
 - "4.3.6 Bids shall remain in force and effect for thirty (30) days after opening of the Bid.
- 4. Paragraph 4.4 Modification or Withdrawal of Bid
 - A. Sub-paragraph 4.4.3; add the following:
 - "4.4.3.1 At the Owner's discretion, If the withdrawn bid is the low bid, the Owner will retain a portion of the bid security equal to the difference between the low bid and the next-lowest bid. This amount of the bid security shall be forfeited to the Owner as a measure of

liquidated damages which the Owner will sustain resulting from failure, neglect, or refusal of the Bidder to deliver a signed contract stipulating the scope and performance of the Work as defined in the Bid Documents. Contract will include unqualified compliance with the Contract Documents as bid and must be executed within fourteen (14) calendar days after the notification of award is issued."

ARTICLE 6: POST-BID INFORMATION

Sub-paragraph 6.3.1; delete "as soon as practicable or as stipulated in the Bidding Documents" and insert "within three (3) business days."

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 1. Paragraph 7.1 Bond Requirements
 - A. Sub-paragraph 7.1.1; delete this paragraph and add the following:
 - "7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in an amount equal to the total Contract Sum. Bonds may be secured through the Bidder's usual sources. The cost of the Bonds shall be included in the Bid."
 - B. Sub-paragraph 7.1.2; delete this paragraph.

ARTICLE 8: ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

- 1. Subparagraph 8.1.5 Drawings: Add the following: "Refer to Index on Drawing Cover Sheet."
- 2. Subparagraph 8.1.6 Specifications: Add the following: "Refer to Table of Contents in Project Specifications Manual."
- 3. Subparagraph 8.1.7 Addenda: Add the following: "To be determined during bidding."

ARTICLE 9: CORRECTION OF WORK

- 1. Paragraph 9.1 Correction of Work after Substantial Completion; add the following:
 - A. The Bidder shall be required to extend the one-year correction of work period called out in Paragraph 12.2.2 of the General Conditions of the Contract for Construction by one year, resulting in a two year period from the date of Substantial Completion where he will be required to correct Work found not to be in accordance with the requirements of the Contract Documents. The cost of the extension shall be included in the Bid."

ARTICLE 10: SUPPLEMENTARY INSTRUCTIONS

- 1. Paragraph 10.1 Reference
 - A. "10.1 Reference; add the following
 - All references to provisions in Article 10 Supplementary Instructions to Bidders are hereby transferred to Section 00 21 13 - Supplementary Instructions to Bidders. Any

LINN-MAR PERFORMANCE CENTER ORCHESTRA SHELL MARION, IOWA

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modifications stated in Section 00 21 13 shall have the same force and effect as if stated in Article 10."

END OF SECTION 00 21 13

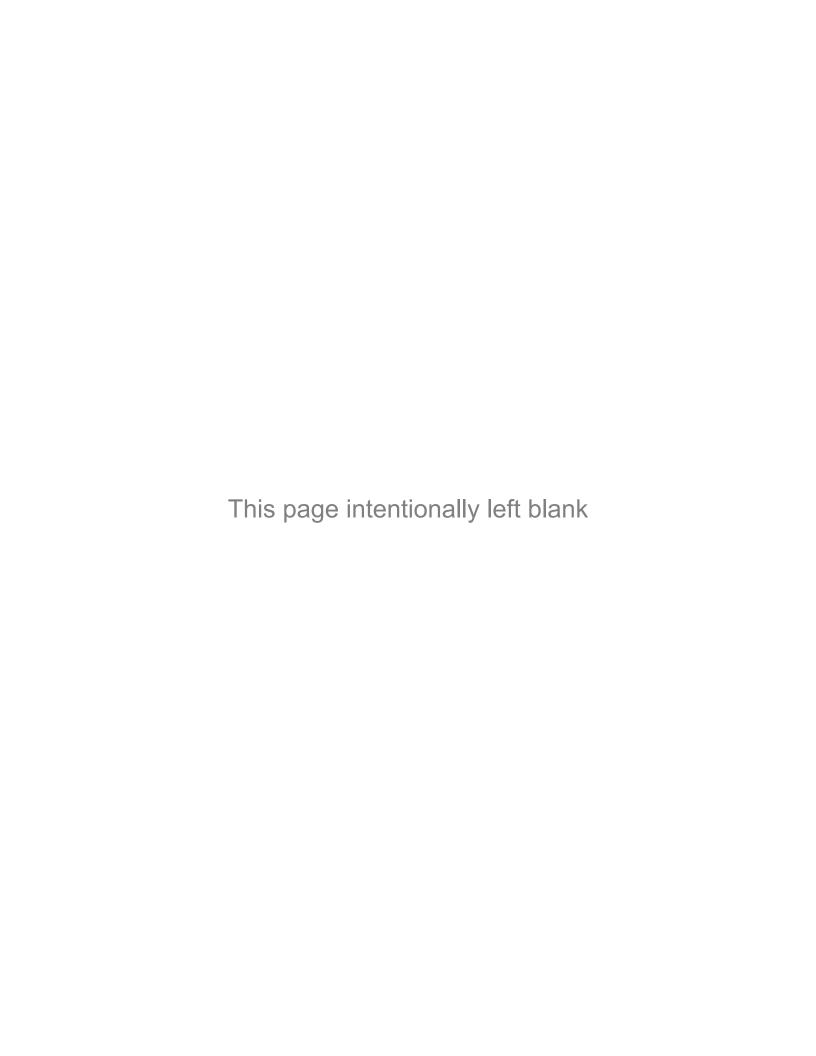
PROJECT NO. 22216000

SECTION 00 22 15 SPECIAL INSTRUCTIONS

Special Instructions to bidders, as herein stated, are hereby incorporated in this specification. The Special Instructions shall apply to all Bidders and Sub-bidders.

EQUAL EMPLOYMENT OPPORTUNITY: "Bidder agrees that if awarded contract to supply any part
of the above material, bidder will not engage in any discriminatory employment practices based on
race, color, religion, sexual orientation or national origin and that they will in all contracts comply with
all statutes of the State of Iowa against discrimination. Failure to do so could be deemed a material
breach of contract.

END OF SECTION 00 22 15



SECTION 00 31 00 AVAILABLE PROJECT INFORMATION

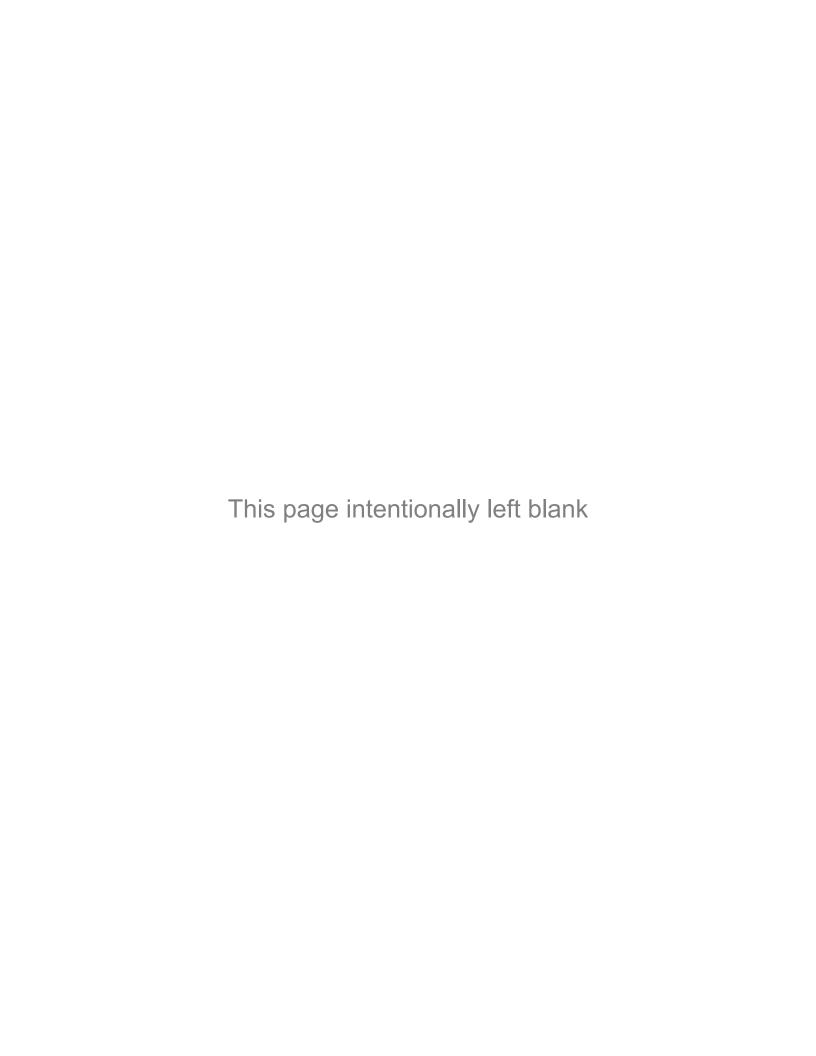
PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
 - 1. Existing Drawings marked as "For Reference Only" included in the drawing package for reference.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)



SECTION 00 41 13 BID FORMS

Bids for construction contracts must be submitted on a copy of the attached bid form.

BID FORMS 00 41 13 - 1



| | TO: | | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| | herein called "Owner" | | | | |
| | FROM: (Contractor's Name) | | | | |
| | DATE: | | | | |
| 1. | In compliance with the Advertisement for Bids and the proposed Contract Documents relating to the: | | | | |
| | LINN-MAR PERFORMANCE CENTER | | | | |
| | ORCHESTRA sHELL | | | | |
| | Project Number: 22216000 | | | | |
| | including Addenda | | | | |
| | the undersigned hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents dated January 20, 2023 including furnishing labor and/or materials, and to do all of the work required to construct and complete said Work in accordance with the Contract Documents as follows: | | | | |
| | For complete Construction as described in the Bidding Documents: | | | | |
| | BASE BID: | | | | |
| | dollars (\$) | | | | |
| | ALTERNATE BIDS: No alternates are included | | | | |
| 1. | I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of thirty days form the date of the Bid Opening. | | | | |
| 2. | Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below. | | | | |
| 3. | I agree to complete the work within the schedule of completion stated in the Bidding Documents. | | | | |
| | SIGN HERE: | | | | |
| | | | | | |

BID FORMS 00 41 13 - 2

| RION, I | OWA |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S | Signature of Bidder |
| signat is a pa | If bidder is a corporation, set forth the legal name of the corporation together with the ture of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder artnership, set forth the name of the firm together with the signature of the partner or partners rized to sign contracts on behalf of the partnership. |
| BUSIN | NESS ADDRESS: |
| - TELEI | PHONE NUMBER: |
| - | |

END OF SECTION 00 41 13

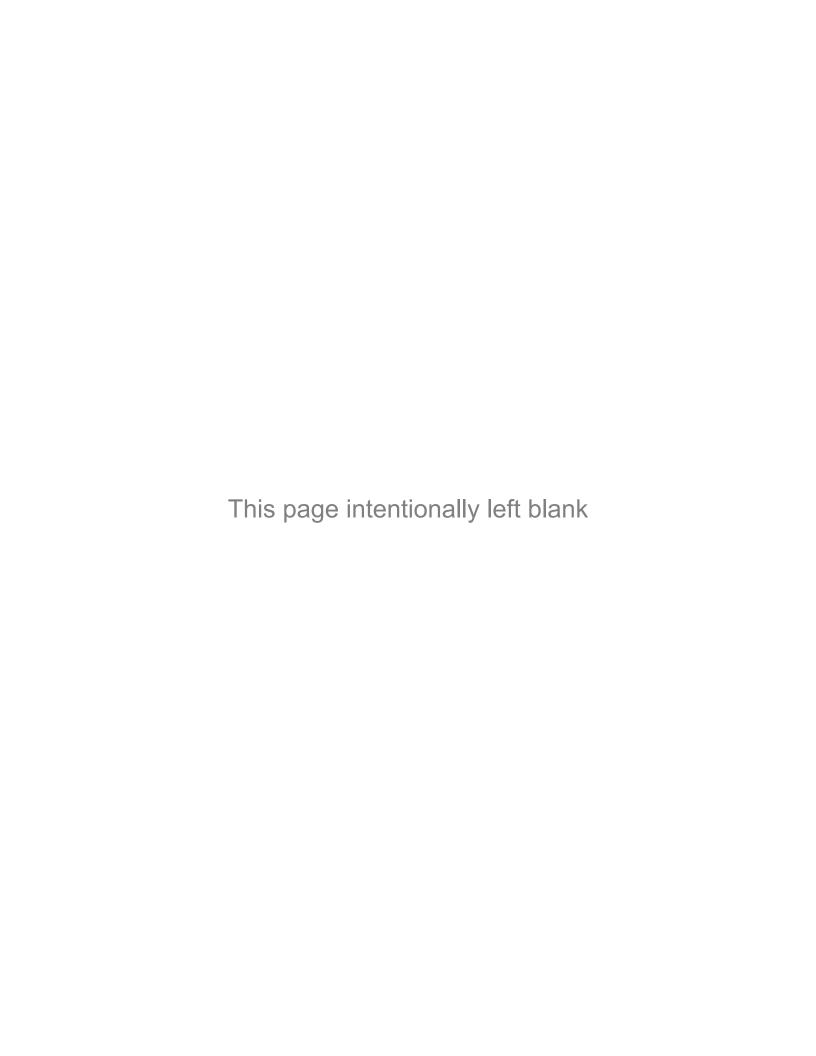
BID FORMS 00 41 13 - 3

SECTION 00 43 13 SUPPLEMENTS TO BID FORMS

In accordance with the Instructions to Bidders and Supplementary Instructions to Bidders, submit the following forms:

1. Bid Security: A certified check, a surety bond written on an original AIA Document A310, Bid Bond, Current Edition, or a certified share draft. The Bid Security shall be in an amount to cover five percent (5%) of the total bid amount (including all Add Alternates).

END OF SECTION 00 43 13



SECTION 00 43 25 SUBSTITUTION REQUEST FORM - DURING BIDDING

| ect: | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------|----------------------------------------|
| Date: | · · · · · · · · · · · · · · · · · · · | | |
| hereby submit for your ect: | consideration the folk | owing product instead | I of the specified item for the above |
| Drawings/Specification | ons: | | |
| Drawing Name/Number | er: | | - |
| Spec Section/Name: _ | | | |
| Paragraph: | | | |
| Specified Item: | | | |
| Proposed Substitution: | · | | · · · · · · · · · · · · · · · · · · · |
| Attach complete information on changes to Drawings and/or Specifications which proposed substitution we require for its proper installation. Failure to fully complete this form is basis to not accept this Substitution Request. | | | |
| Submit, with request, all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. | | | |
| CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE | | | |
| The undersigned state specified item. | s that the function, ap | opearance, and qualit | y are equivalent or superior to the |
| SUBMITTED BY: | | | |
| SIGNATURE: | | | _ TITLE: |
| FIRM: | | | ····· |
| ADDRESS: | | | |
| TELEPHONE: | E-M <i>P</i> | AIL: | DATE: |
| Signature shall be by p | _ | • • • | to the above items. Failure to provide |
| For Use by Owner's Representative or Owner: | | | |
| | A | O Not Accepted | O. Danais and Tanal ata |
| O Accepted O | Accepted as Noted | O Not Accepted | O Received Too Late |

PROJECT NO. 22216000

| Fill in | in Blanks Below (All items must be completed): | |
|---------|----------------------------------------------------------------|----|
| A. | Does the substitution affect dimensions shown on Drawings? Yes | No |

| | If yes, clearly indicated changes: |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------|
| В. | Will the undersigned pay for changes to the building design, including engineering and detailing cost caused by the requested substitution? Yes No |
| | If no, fully explain: |
| C. | What effect does substitution have on other Contracts or other trades? |
| D. | What effect does substitution have on construction schedule. |
| E. | Manufacturer's warranties of the proposed and specified items are: Same Different (Explain on Attachment) Reason for Substitution Request: |
| F. | Itemized comparison of specified item(s) with the proposed substitution. List significant variations: |
| G. | Accurate cost data comparing proposed substitution with product specified. |
| Н. | Designation of maintenance services and sources: |
| | |

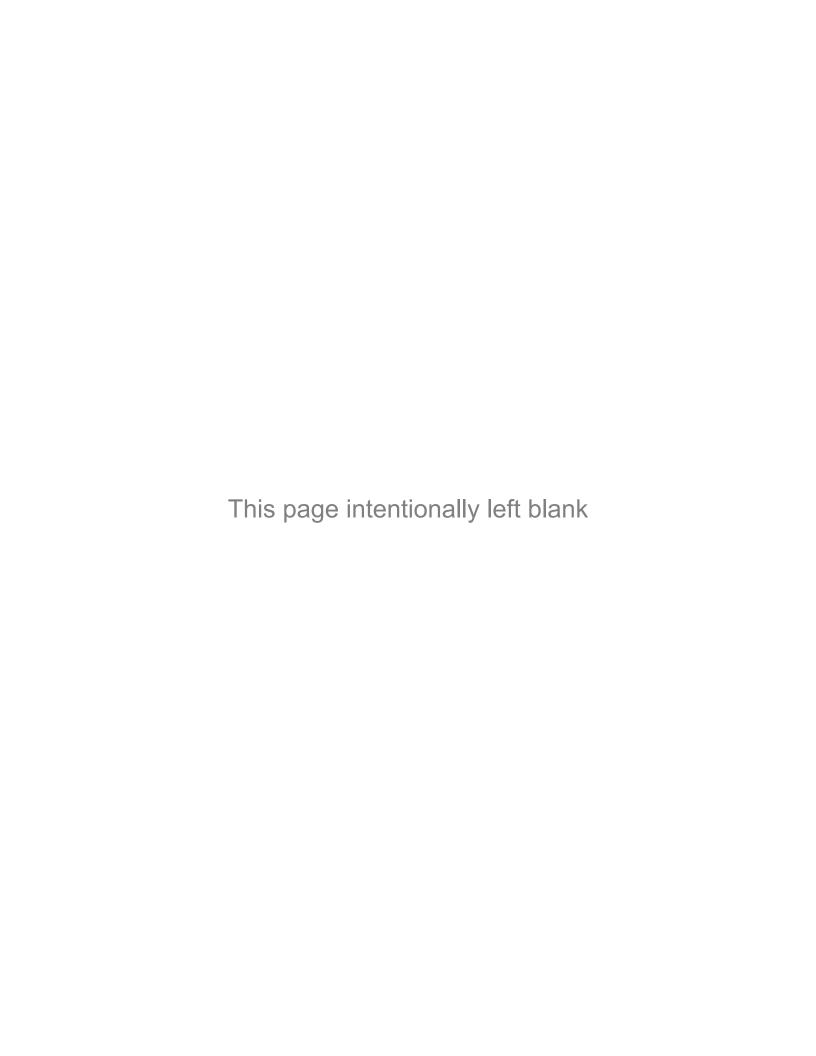
(ATTACH ADDITIONAL SHEETS IF REQUIRED)

SECTION 00 52 00 AGREEMENT FORM

American Institute of Architects Document A101 - 2017, Standard Agreement Between Owner and Contractor, is hereby incorporated by reference in this specification and is available from the Architect: OPN Architects, Inc., 200 Fifth Avenue SE, Suite 201, Cedar Rapids, Iowa 52401. It shall be the Agreement for the Work.

END OF SECTION

AGREEMENT FORM 00 52 00 - 1



PROJECT NO. 22216000

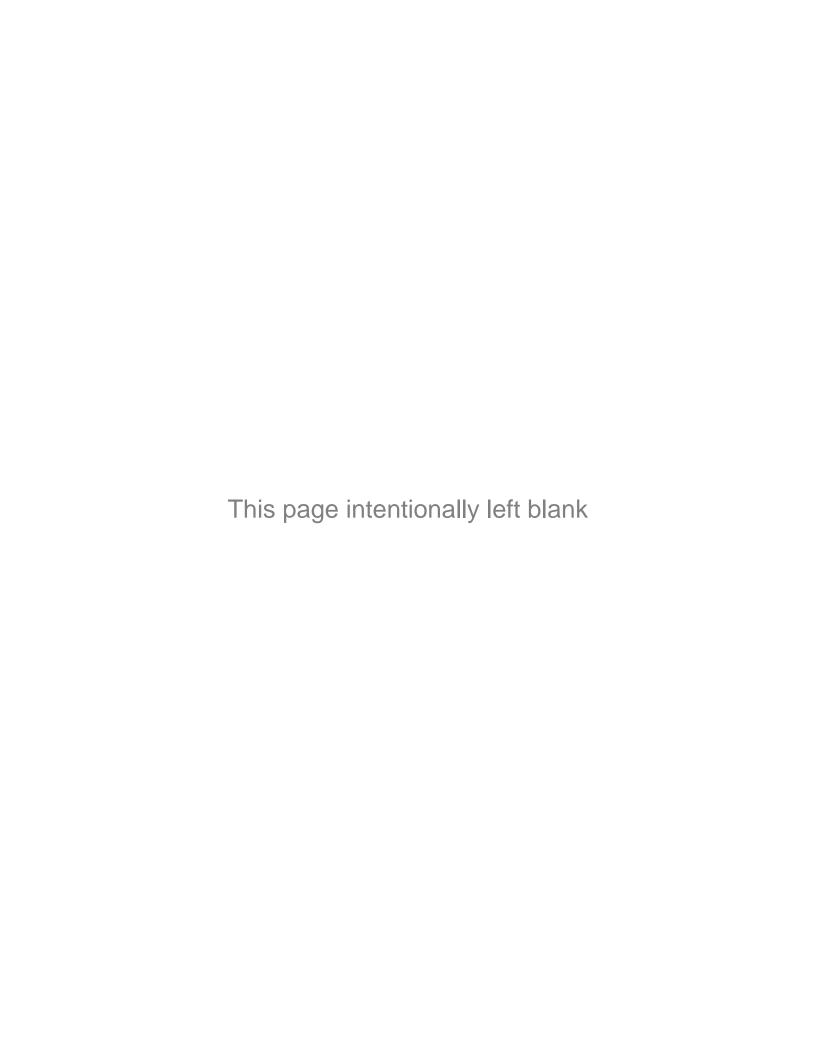
SECTION 00 60 00 PROJECT FORMS

Bidder Status Form

Submit a complete copy of this form with the bid as indicated in the Notice to Bidders. A copy of this document is included after this section.

End of Section

PROJECT FORMS 00 60 00 - 1



Bidder Status Form

| To be completed by all bidders | 3 | Part A |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Please answer "Yes" or "No" for each o | f the following: | |
| (To help you determ | horized to transact busing in the if your company is not office to transact busing in the interest business busi | authorized, please review the worksheet on the next page). |
| Yes No My company's office | e in lowa is suitable for een conducting busines | more than receiving mail, telephone calls, and e-mail. ss in lowa for at least 3 years prior to the first request for |
| Yes No My company is not | | business entity or my company is a subsidiary of another dent bidder in Iowa. |
| If you answered "Ye complete Parts B a | • | pove, your company qualifies as a resident bidder. Please |
| If you answered "No complete Parts C a | | tions above, your company is a nonresident bidder. Please |
| To be completed by resident b | idders | Part B |
| My company has maintained offices in | lowa during the past 3 | years at the following addresses: |
| Dates:/ to _ | /// | Address: |
| | | City, State, Zip: |
| Dates:/ to _ | /// | Address: |
| | | City, State, Zip: |
| Dates:/ to _ | /// | Address: |
| You may attach additional sheet(s) if ne | eeded. | City, State, Zip: |
| To be completed by non-reside | ent bidders | Part C |
| 1. Name of home state or foreign cour | ntry reported to the low | a Secretary of State: |
| Does your company's home state of force preferences or any other type of | | oreferences to resident bidders, resident labor |
| 3. If you answered "Yes" to question 2 and the appropriate legal citation. | dentify each preferen! | nce offered by your company's home state or foreign country |
| | | |
| | | You may attach additional sheet(s) if needed. |
| To be completed by all bidders | 3 | Part D |
| I certify that the statements made on the failure to provide accurate and truthful | | and complete to the best of my knowledge and I know that my eason to reject my bid. |
| Firm Name: | | |
| Signature: | | Date: |

You must submit the completed form to the governmental body requesting bids per 875 lowa Administrative Code Chapter 156. This form has been approved by the lowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

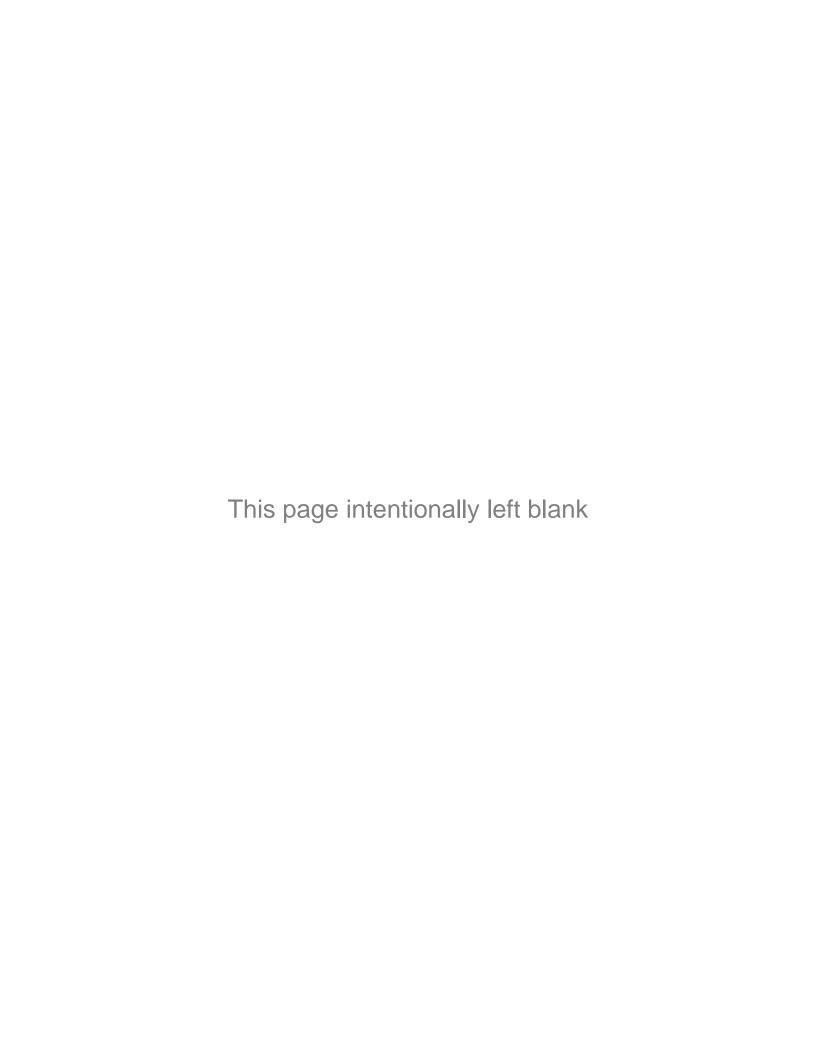
| Yes No | My business is currently registered as a contractor with the Iowa Division of Labor. |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yes No | My business is a sole proprietorship and I am an lowa resident for lowa income tax purposes. |
| ☐ Yes ☐ No | My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of lowa for lowa income tax purposes. |
| Yes No | My business is an active corporation with the lowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution. |
| ☐ Yes ☐ No | My business is a corporation whose articles of incorporation are filed in a state other than lowa, the corporation has received a certificate of authority from the lowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked. |
| Yes No | My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled. |
| ☐ Yes ☐ No | My business is a limited liability partnership which has filed a statement of qualification in a state other than lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed. |
| ☐ Yes ☐ No | My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination. |
| ☐ Yes ☐ No | My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than lowa, the limited partnership or limited liability limited partnership has received notification from the lowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership. |
| ☐ Yes ☐ No | My business is a limited liability company whose certificate of organization is filed in lowa and has not filed a statement of termination. |
| Yes No | My business is a limited liability company whose certificate of organization is filed in a state other than lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled. |

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SECTION 00 61 13 BONDS AND CERTIFICATES

American Institute of Architects Document A312, Performance Bond and Labor and Material Payment Bond, December, 1984, and Document G715–1991, Supplemental Attachment for ACORD Certificate of Insurance 25-S, 2001 Edition, or ACCORD form 25-S, shall be submitted to fulfill the requirements of the Bidding Documents. All submittals shall be on original forms with original signatures.

END OF SECTION 00 61 13



SECTION 00 63 25 SUBSTITUTION REQUEST FORM - DURING CONSTRUCTION

| Drawings/Specif | fications: | | |
|-----------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Drawing Name/N | umber: | | |
| Spec Section/Na | me: | | |
| Paragraph: | | | |
| Specified Item: _ | | | |
| Proposed Subst | itution: | | |
| • | equire for its prope | • | /or Specifications which proposed to fully complete this form is basis to not |
| · · | • | • | tiating data to prove equal quality and sufacturer's literature to indicate equality |
| PERFORMANCE | | | SUMPTION OF LIABILITY FOR EQUAL |
| • | states that the fun | ction, appearance, an | d quality are equivalent or superior to th |
| specified item. | | | |
| • | | | |
| SUBMITTED BY: | | | |
| SUBMITTED BY: | | | TITLE: |
| SUBMITTED BY: | | | TITLE: |
| SUBMITTED BY: SIGNATURE: FIRM: ADDRESS: | | | TITLE: |
| SUBMITTED BY: SIGNATURE: FIRM: ADDRESS: TELEPHONE: Signature shall be | e by person having | E-MAIL: | TITLE: DATE: DATE: |
| SUBMITTED BY: SIGNATURE: FIRM: ADDRESS: TELEPHONE: Signature shall be provide binding s | e by person having | E-MAIL: g authority to legally bi in retraction of approv | TITLE: DATE: DATE: |

PROJECT NO. 22216000

Fill in Blanks Below (All items must be completed):

| A. | Does the substitution affect dimensions shown on Drawings? Yes No | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | If yes, clearly indicated changes: | | |
| B. | Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes No | | |
| | If no, fully explain: | | |
| C. | What effect does substitution have on other Contracts or other trades? | | |
| D. | What effect does substitution have on construction schedule. | | |
| E. | Manufacturer's warranties of the proposed and specified items are: | | |
| F. | Same Different (Explain on Attachment) Reason for Not Providing Specified Product: | | |
| G. | Itemized comparison of specified item(s) with the proposed substitution. List significant variations: | | |
| Н. | Accurate cost data comparing proposed substitution with product specified | | |
| l. | Designation of maintenance services and sources: | | |
| J. | Savings to Owner for Accepting Substitution: \$ | | |

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SECTION 00 72 00 GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

American Institute of Architects Document A201-2017, General Conditions of the Contract for Construction, is hereby incorporated in this specification by reference and is available from the Architect: OPN Architects, Inc., 200 Fifth Avenue SE, Suite 201, Cedar Rapids, Iowa 52401. The General Conditions, including modifications and Special Conditions shall apply to all contractors and subcontractors.



SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Linn-Mar Performance Center Orchestra Shell.
- B. Owner's Name: Linn-Mar Community School District.
- C. Architect's Name: OPN Architects, Inc.
- D. Project Description: Bidding for a new orchestra shell to be used within the newly constructed performance center at Linn-Mar High School

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price.

1.03 WORK BY OWNER

- A. Items noted OFOI (Owner Furnished Owner Installed) will be supplied and installed by Owner before Substantial Completion, including, but not limited to:
 - 1 None

1.04 OWNER OCCUPANCY / ACCEPETANCE

A. Before partial Owner acceptance, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On acceptance, Owner will operate and maintain mechanical and electrical systems serving the equipment.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to the stage and support areas as shown on the drawings for reference. .
 - Coordinate timing of deliveries and use of construction vehicles with adjacent school schedule and any construction activities so as not to block student/family access (roads and sidewalks) to and from adjacent school during high traffic times (drop offs before school and pick ups after school).
- B. Arrange use of site and premises to allow:
 - 1. Work by Owner.
 - 2. Ongoing construction work
- C. Provide access to and from site as required by law and by Owner:
 - Do not obstruct roadways, sidewalks, or other public ways without permit. Maintain a minimum of one access at all times.
- D. Nonsmoking Property: Smoking or any tobacco use or vaping is not permitted on the school property.

1.06 SUBSTANTIAL COMPLETION

- A. Substantial Completion Date for the Linn-Mar Performance Center: September 1, 2025.
- B. Equipment shall be installed and operational by December 19th, 2025.

1.07 WORK UNDER OTHER CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SUMMARY 01 10 00 - 1



SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

A. Section 00 50 00 - Contracting Forms and Supplements: Forms to be used.

1.03 SCHEDULE OF VALUES

- Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - . Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of AIA Document G703.
 - 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest onehundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - Equipment.
 - 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of fivepercent of the Contract Sum.
 - 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

- 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
- 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.

1.04 MODIFICATION PROCEDURES

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on "Architect's Instruction to Contractor" (ITC) form.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor by ITC.
- C. Owner-Initiated Proposal Requests or ITC's: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests or ITC's issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - Within 14 days after receipt of Proposal Request or ITC, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to excute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
 - Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: On Owner's approval of Proposal Request, ITC, or Contractor's Proposal, Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- Promptly revise progress schedules to reflect any change in Contract Time, revise subschedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED



SECTION 01 25 00 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 21 13 Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 00 43 25 Substitution Request Form During Procurement: Required form for substitution requests made before end of Bidding/Negotiation Phase (During Bidding).
- C. Section 00 63 25 Substitution Request Form During Construction: Required form for substitution requests during construction.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form:



SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- Electronic document submittal service.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Coordination drawings.
- G. Requests for Information (RFI)
- H. Submittals for review, information, and project closeout.
- Electronic submittal procedures.
- J. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENTS

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via email or electronic transfer.
 - Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. It is Contractor's responsibility to submit documents in allowable format.
 - Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 - 4. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

3.02 MEETINGS, GENERAL

A. General: Schedule and conduct meetings and conferences as required for the construction of this equipment. On site meetings as required during installation.

3.03 COORDINATION DRAWINGS

- A. Provide information required for preparation of coordination drawings. Complete information on a single drawing illustrating the following proposed materials and mounting heights:
 - 1. Electrical equipment mounted above the ceiling. Identify top and bottom side of equipment.
 - 2. Locations of recessed light fixtures. Identify top of fixture.
 - 3. Identify top and bottom side of equipment.
 - 4. Identify access panels necessary for equipment access or maintenance.
 - 5. Identify other elements requiring above ceiling coordination.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 - 1. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.

- b. Light fixture, smoke detector, and other fire-alarm locations.
- c. Location of pull boxes and junction boxes, dimensioned from column center lines.
- C. Review drawings prior to submission to Architect.
- D. Architect Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.

3.04 REQUESTS FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. RFI number, numbered sequentially.
 - 5. RFI subject.
 - 6. Drawing number and detail references, as appropriate.
 - 7. Field dimensions and conditions, as appropriate.
 - 8. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 9. Contractor's signature.
 - 10. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or other form acceptable to Architect.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architectafter 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.

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- 2. Shop drawings.
- Samples for selection. Photos of all samples to be attached and uploaded electronically with submittals.
- 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. Submit for Owner's benefit during and after project completion.

3.07 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- B. Reference 11 61 13 for specifics on submittals
 - 1. Submit electronic submittals via email as PDF electronic files.
- C. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Identification of products.
- b. Schedules.
- c. Compliance with specified standards.
- d. Notation of coordination requirements.
- e. Notation of dimensions established by field measurement.
- f. Relationship and attachment to adjoining construction clearly indicated.
- g. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- E. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain twoSample sets; remainder will be returned.
 - Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- F. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
 - 5. Submit product schedule in the following format:
 - PDF electronic file.
- G. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- H. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- J. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- L. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- M. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- N. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- O. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- P. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- Q. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- R. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- S. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

3.08 ADDITIONAL SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 2. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - 3. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 4. Provide space for Contractor and Architect review stamps.
 - 5. When revised for resubmission, identify all changes made since previous submission.
 - 6. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 - 7. Submittals not requested will not be recognized or processed.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21days for initial review of each submittal.
 - Concurrent Consultant Review: Where the Contract Documents indicate that submittals
 may be transmitted simultaneously to Architect and to Architect's consultants, allow 15
 days for review of each submittal. Submittal will be returned to Architect before being
 returned to Contractor.

SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Defect Assessment.

1.02 SUBMITTALS

- A. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents.

1.03 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform specified testing and inspections.
 - Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

- 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

A. See individual specification sections for testing required.

3.04 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

3.05 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

SECTION 01 42 16 DEFINITIONS

- A. This section supplements the definitions contained in the General Conditions.
- B. Approved: When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. Directed: A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed".
- D. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. Project Site: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- F. Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

DEFINITIONS 01 42 16 - 1



SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

1.03 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchases for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Products: Product that is demonstrated and approved, prior to bid, through substitution process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those specified products.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

2.03 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are include with the Specifications, prepare a written document using indicated from properly executed.
 - 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

PART 3 EXECUTION

3.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Where products are accompanied by the term "as selected," Architect will make selection.
 - 4. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

- 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless approved by the Architect prior to bid.
- 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
- 3. Basis-of Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product, that meets or exceeds the characteristics of the basis-of-design product, by one of the other named manufacturers. Drawings and specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Designation as an acceptable comparable manufacturer does not signify acceptance of a specific product by that manufacturer unless it is deemed, by the Architect, as meeting or exceeding the characteristics of the basis-of-design product.
 - a. Construction Document design is based on the basis-of-design product listed, if a comparable product from another named manufacturer is proposed, the Architect shall consider the Contractor's selection of a comparable product when the following conditions are satisfied. If all of the following conditions are not satisfied, Architect will

return requests without action, except to record non-compliance with these requirements:

- 1) Selected comparable product must be from one of the manufacturer's listed as an acceptable manufacturer in the specifications.
- Evidence that the selected comparable product does not require extensive revisions to the Contract Documents and will produce the indicated results, and that it is compatible with other portions of work.
- 3) Detailed comparison of significant qualities of proposed comparable product with the basis-of-design product named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- 4) Evidence that comparable product provides warranty which meets or exceeds that specified.
- 5) List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
- 6) Samples, if requested.
- b. Products by unnamed manufacturers will only be considered prior to bid. Comply with "Comparable Product Requests" paragraphs for consideration of comparable products.
- c. Where a list of manufacturers is not provided, comply with "Comparable Product Requests" paragraphs for consideration of comparable products. Comparable product request will only be considered prior to bid.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample" provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

3.02 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 Substitution Procedures.
- B. Submit substitution request on Substitution Request Form provided in the Specification Manual.
 - 1. Notification of approved substitutions shall be provided by Addendum.
 - 2. Use product specified if Architect does not issue a decision on use of a substitution request within time allocated.

3.03 COMPARABLE PRODUCT REQUESTS

- A. Submit request for consideration of each comparable product during the bidding period complying with same time restrition as substitutions, using same form as substitution requests. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within three days of receipt of request.
 - 2. Notification of approved substitutions shall be provided by Addendum.
 - 3. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

3.04 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- If special precautions are required, attach instructions prominently and legibly on outside of packaging.

- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage, deterioration, and loss, including theft and vandalism to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.05 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Laying out the Work.
- C. Cleaning and protection.
- D. Starting of systems and equipment.
- E. Demonstration and instruction of Owner personnel.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 79 00 Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
- B. Section 07 84 00 Firestopping.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.04 QUALITY ASSURANCE

A. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- C. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- D. Coordinate completion and clean-up of work of separate sections.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.

- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - Recommended corrections.
- G. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Existing Utility Information: Furnish information to [local utility] [Owner] that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- D. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - Coordinate installation of anchorages. Furnish setting drawings, templates, and directions
 for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with
 integral anchors, that are to be embedded in concrete or masonry. Deliver such items to
 Project site in time for installation.
- E. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- F. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

- G. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- H. Make neat transitions between different surfaces, maintaining texture and appearance.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.04 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.05 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion / Owner acceptance.
- F. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- G. Limiting Exposures: Supervise construction operations to assure that no part of the equipment, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.06 DEMONSTRATION AND INSTRUCTION

- A. See Section 01 79 00 Demonstration and Training.
- B. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.

3.07 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.08 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - Remove snow and ice to provide safe access to building.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - c. Remove debris and surface dust
 - d. Remove labels that are not permanent.
 - e. Wipe surfaces of equipment[. .
 - f. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - g. Leave Project clean and ready for occupancy.
- C. Use cleaning materials that are nonhazardous.
- Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 CLOSEOUT PROCEDURES

- A. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- B. Substantial Completion Procedures
 - 1. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
 - Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days
 prior to requesting inspection for determining date of Substantial Completion. List items
 below that are incomplete at time of request.
 - a. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - b. Submit closeout submittals specified in individual Division 11 61 13 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - c. Submit maintenance material submittals specified in individual Divisions 11 61 13 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - 1) Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section.

- Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- D. Final Completion Procedures:
 - 1. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
 - Submit a final Application for Payment according to Division 01 Section "Price and Payment Procedures."
 - b. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- E. List of Incomplete Items (Punch List)
 - Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - a. Organize list of spaces in sequential order.
 - b. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3.10 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

3.11 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

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E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

SECTION 01 78 00 CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Reference 11 61 13 for specific requirements for project record documents.
- B. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- C. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. At final acceptance, submit one additional hard copy and electronic format of final operation and maintenance data.
- D. Warranties and Bonds:
 - 1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Reference 11 61 13 for requirements for record drawings and final sumbittals.

3.02 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Reference 11 61 13 for specific requirements for operations manuals.

3.03 WARRANTIES

A. Reference 11 61 13 for specific warranty requirements.



SECTION 01 79 00 DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

A. Demonstration of products and systems where indicated in specific specification sections.

1.02 RELATED REQUIREMENTS

- A. Section 01 78 00 Closeout Submittals: Operation and maintenance manuals.
- B. Other Specification Sections: Additional requirements for demonstration and training.

1.03 QUALITY ASSURANCE

- Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
 - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

- A. Refer to section 11 61 13 for specific information regarding demonstration
- B. Operating Equipment and Systems: Demonstrate operation.
- C. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

- A. Refer to section 11 61 13 for specific information regarding training
- B. Conduct training on-site unless otherwise indicated.
- C. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- D. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. Provide hands-on training on all operational modes possible and preventive maintenance.
 - 3. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 - 4. Discuss common troubleshooting problems and solutions.
 - 5. Discuss any peculiarities of equipment installation or operation.
 - 6. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 - 7. Review recommended tools and spare parts inventory suggestions of manufacturers.
 - 8. Review spare parts and tools required to be furnished by Contractor.
 - 9. Review spare parts suppliers and sources and procurement procedures.
- E. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.



SECTION 11 61 13 THEATRE ORCHESTRA SHELL ENCLOSURE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SCOPE

- A. All materials, components, and services necessary to provide a complete system indicated in this Section, as specified herein and shown on related Drawings, including:
 - 1. Verification of dimensions and conditions at the job site.
 - 2. Preparation and submission of complete shop drawings and samples for approval prior to fabrication.
 - 3. Shipment of equipment to job site and the secured storage of all non-fixed equipment.
 - 4. Installation and completion, in accordance with these Specifications, related Drawings, the Acoustical Shell Enclosure Manufacturer's recommendations, established trade criteria, and all applicable code requirements.
 - 5. The inspection, demonstration, and necessary adjustment of the completed installation by the Acoustical Shell Enclosure Manufacturer's engineering personnel.
 - 6. Preparation and submission of complete record drawings and operational and maintenance data and certificates.

1.03 WORK INCLUDED

- A. The following is for reference only and is not intended to define the limits of the work for a complete installation.
 - 1. Portable stage acoustical shell enclosure.
 - 2. Shell tower mover.
 - 3. Integral shell ceiling lighting and wiring.
 - 4. All required transport and support hardware.

1.04 WORK NOT INCLUDED

- A. The following is for reference only and is not intended to define the limits of the work for a complete installation.
 - 1. Principal structural steel work, except as herein indicated.
 - 2. Electrical wiring, conduit, and connections to the dimmer rack, except as herein indicated.

1.05 RELATED WORK IN OTHER SECTIONS

- A. Structural steel.
- B. Concrete and masonry.
- C. HVAC.
- D. Plumbing and sprinklers.
- E. General electrical work.
- F. Sound and communications systems.
- G. Section 11 61 33 Theatre rigging, curtains and tracks.
- H. Section 26 09 61 Theatrical lighting control and equipment.

1.06 QUALITY ASSURANCE

A. All equipment and installation shall be the responsibility of a single Acoustical Shell Enclosure Manufacturer who shall own and operate their own full-time, staffed shop for the fabrication and assembly of acoustical shell enclosures. This Acoustical Shell Enclosure Manufacturer shall assume complete responsibility for the design, fabrication, transportation, and installation of the

work in this Section, and shall hold the Architect, Engineer, Schuler Shook, and all their Employees and Consultants harmless for any costs for errors or omissions associated with the work of this Section and any action arising therefrom.

- B. Approved manufacturers may, at their option, arrange for sub-contract field and special shop work to be done by others. Bid submissions must identify such subcontractors and indicate the work they are to do.
- C. The Acoustical Shell Enclosure Manufacturer shall have at least five (5) years' experience in the installation of similar equipment and systems. If requested, the Acoustical Shell Enclosure Manufacturer shall submit a representative list of installations during the above period.
- D. Subject to the above requirements, work performed under this Section may be by one of the following listed Acoustical Shell Enclosure Manufacturers:
 - 1. Sightline Commercial Solutions, Minneapolis, MN; (877) 215-7245.
 - 2. Stage Right, Clare, MI; (888) 577-8243.
 - 3. Wenger Corporation, Owatonna, MN; (800) 326-8373.
- E. Other Acoustical Shell Enclosure Manufacturers may be considered with the prior approval of the Schuler Shook. Acoustical Shell Enclosure Manufacturers seeking approval to bid must contact Schuler Shook and provide the following information not less than ten (10) days prior to the bid date:
 - List of projects of similar scale and complexity completed in the last five (5) years.
 Provide project name, location, completion date, and description of equipment installed.
 Provide contact name, title and phone number for references familiar with Manufacturer's work on each project listed.
 - 2. Samples of shop drawing submittals for projects of similar scale and complexity completed in the last five (5) years.
 - 3. Technical data sheets for any product proposed for use on this project.
 - 4. Samples of any products requested by Schuler Shook.
 - 5. Name, resume and number of years of employment for Manufacturer's Project Manager assigned to this project.

1.07 SUBMITTALS

- A. Shop drawings.
 - Shop drawings shall be produced by the primary Acoustical Shell Enclosure Manufacturer.
 Where multiple manufacturers are providing equipment, the Contractor shall assemble all shop drawing submittals into a single, complete package with internal coordination. Shop drawings produced by an equipment dealer / vendor shall not be accepted. Partial shop drawing submittals shall not be accepted.
 - 2. Prepare all shop drawings under the supervision of professional structural engineers so licensed by the State of Iowa. All shop drawings shall be stamped and certified by those engineers. Structural Engineer's review shall include, but not be limited to, all elements related to overhead lifting, all elements suspended overhead, and structural support of all elements provided by the Acoustical Shell Enclosure Manufacturer.
 - Within sixty (60) days of contract award, the Contractor shall submit one (1) complete set of computer-generated drawings in PDF format to the Architect for approval prior to fabrication:
 - a. Floor plan and sections in scale equal to 1/2"=1'-0".
 - b. Complete, fully dimensioned shop drawings of all major components.
 - Requisite plans, sections, schematics, and details indicating assembly and installation of components.
 - d. Load ratings of all hardware within the system.
 - e. Indication of all supplementary structural support to be supplied and installed as part of the work of this Section.
 - f. Indication by boxed caption of any and all variations from the contract Drawings and Specifications, whether or not these variations have been formally or informally accepted by the Schuler Shook.

B. Samples.

- 1. Within sixty (60) days of contract award, the Contractor shall submit to the Architect and the Schuler Shook for approval prior to fabrication:
 - a. Samples of any equipment component requested by Schuler Shook.
 - b. Standard colors options for specified finish materials.
- 2. Samples shall not be considered part of specified quantities but shall be returned to Contractor upon request.

C. Final submittal.

- Within thirty (30) days of final tests, and as a condition for final approval, the Contractor shall submit three (3) bound sets to the Architect and one (1) bound set to Schuler Shook:
 - Receipts for delivery of all non-installed items, i.e., all items designated, "deliver to Architect."
 - b. Certificates of warranty, as set forth below.
 - c. "As built and approved" drawings showing all systems and components as installed, including all field modifications.
 - d. Operation and service manuals, schematics, and parts lists for each unit of equipment installed or provided.

1.08 TESTING AND INSTRUCTION

- A. Upon completion of all installation work, the Contractor shall certify in writing to the Engineer that the work is complete and ready for final inspection. Final inspection shall be scheduled by the Architect, the Engineer, and the Schuler Shook within fourteen (14) days following the Contractor's notice of completion.
- B. Final inspection shall be conducted by a knowledgeable representative of the Acoustical Shell Enclosure Manufacturer, in the presence of the Architect, the Engineer, and Schuler Shook, and shall include the following:
 - 1. Demounting and re-assembly of the Acoustical Shell Enclosure.
 - 2. Visual examination of all components.
- C. Necessary adjustments or modifications shall be made as required.
- D. Acoustical Shell Enclosure Manufacturer's representative shall instruct Architect's designated staff or representatives in the safe demounting and re-assembly of all elements and maintenance of all items, including the storage and cleaning of all surfaces. This instruction session shall be scheduled to last a minimum of 2 hours.

1.09 WARRANTY

- A. The Acoustical Shell Enclosure Manufacturer shall unconditionally warrant all equipment and systems provided under this Section to be free from defects in materials and workmanship for a period of a minimum thirty-six (36) months from the date of final acceptance of all work of this Section.
- B. All repairs and service during the warranty period shall be performed at the job site; labor, materials, and transportation of replacement material and parts and service personnel to and from the job site shall be included hereunder at the Acoustical Shell Enclosure Manufacturer 's expense.
- C. Appropriate additional equipment to replace equipment or devices removed for repair, service, or cleaning shall be provided at the job site at no expense to the Architect to replace any and all equipment that must be removed for repair or service.
- D. Warranty service shall be performed by personnel in the employ of the Acoustical Shell Enclosure Manufacturer and shall not be sub-contracted or assigned to another company, service, or individual unless the Architect has approved such assignment in writing, in which event the Acoustical Shell Enclosure Manufacturer shall nevertheless be responsible to the Architect for such work.

1.10 GENERAL REQUIREMENTS

- General Conditions of the project contract, work schedules, and site regulations apply to this work.
- B. This work shall comply with all applicable national and local labor regulations.
- C. All parts shall be new, of first quality, and under warranty.
- D. It is the Contractors' responsibility to verify and comply with all national and local codes.
- E. All electrical work and products shall conform to all applicable NFPA 70 National Electric Code (NEC) standards.
- F. All electrical components shall be UL listed and carry pertinent UL labels.
- G. All components shall bear labels identifying the manufacturer, model number, and serial number. All such labels and certificates shall be permanently attached in a conspicuous location.
- H. All components shall be flameproofed per NFPA and all pertinent regional and local codes. All components shall bear pertinent flameproofing certificates.
- I. Machinery and component parts shall comply with all applicable tests, ratings, specifications, and code requirements and bear appropriate labels of conformity and acceptability.
- J. Operating parts of all equipment shall be machine finished, and tolerances, finishes, fit, etc., where not specified, shall conform to good trade practices.
- K. All items necessary for a complete, operational system shall be provided, including bolts, nuts, washers, fittings, anchors, supports, hinges, and all other items required for completeness and operational safety.
- L. Where not specified elsewhere in this Section, all bolts shall be Grade 5 or better.
- M. Where specification allows for "approved equal," substitutions shall be proposed to Schuler Shook at least ten (10) days prior to bid date.
- N. All equipment shall be fully insured against loss or damage during shipment, job site storage, installation, and testing. The Acoustical Shell Enclosure Manufacturer shall have and assume full responsibility for the safety of every unit of equipment, components, wiring, and plans during delivery, installation, and testing. Certification of such coverage shall be furnished to the Architect within thirty (30) days of award of contract.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Equipment and hardware are specified on the basis of performance and minimum acceptable quality. Systems manufactured by any of the following companies that equals or surpasses the performance and quality specified will be acceptable:
 - 1. Sightline Commercial Solutions, Minneapolis, MN; (877) 215-7245.
 - 2. Stage Right, Clare, MI; (888) 577-8243.
 - 3. Wenger Corporation, Owatonna, MN; (800) 326-8373.

2.02 ACOUSTICAL SHELL ENCLOSURE

- A. The system described below is based upon general performance criteria common to the products listed below. No other system shall be considered unless specifically approved by Schuler Shook at least ten (10) days prior to the bid date:
 - 1. Sightline "Bravado."
 - 2. Stage Right "Opus II."
 - 3. Wenger "Diva."
- B. General physical requirements.
 - 1. The shell system shall be lightweight and shall provide for quick and easy demounting and re-assembly by two (2) persons.

- 2. All tower sound reflecting panels shall be laminated sandwich panels laminated in a 6 foot radius, or larger.
- 3. All ceiling sound reflecting panels shall be laminated sandwich panels laminated in an 8 foot radius, or larger.
- 4. Laminated panels, excluding any frame weight shall weigh a minimum 1.75 pounds per square foot.
- 5. The panel back skin shall be equal thickness, high-pressure laminate for equalization of panel. Back skin (not visible to audience) shall be dark finish.
- 6. All back skin fastener points shall have structural metal inserts within the panel to reinforce the connection to the frame.
- 7. Core material shall be manufacturer's standard for the approved products listed above.
- 8. Adhesive shall be high solid, pressure cured, moisture activated, urethane structural adhesive. Contact type adhesives are not acceptable.
- 9. All panel edges shall be finished with a hardwood or aluminum extrusion.
- 10. All panel face surfaces shall be free of exposed fasteners or loose/removable trim pieces.

C. Towers:

- The base assembly shall include a counterweight of significant weight to safely move the towers about the stage. Weight shall be bolted to the frame and not removable without the use of tools.
- The base assembly is designed so that it will nest within the other units to utilize a
 minimum of storage space. The wing panels must lock in both the performance and
 storage positions.
- 3. Each base shall have minimum two adjustable height levelers to allow for minor irregularities in the stage floor.
- 4. Numbered markers shall be furnished and installed to the stage floor indicating the location of each tower insuring consistent setup. Markers are coded to match each of the arrangements indicated on the drawings.
- Tower construction must be designed to prevent light from penetrating between reflector panels.
- 6. All towers shall be the same height with level tops.
- 7. Panels shall be equipped with hardware to permit lower section of the wing to operate as a doorway for entering and exiting the performing area.

D. Tower Acoustic Vent Panels:

- 1. Provide concealed, operable vent panels in the upper portion of every wing panel. Vent panels shall be easily operable from the stage floor without the use of special tools.
- 2. Vent panels shall be minimum ¾-inch MDF, painted black.
- 3. Vent panels shall be supported by continuous, heavy-duty piano hinges and secured closed with a latch. When open, doors shall stay at desired position without "drifting" on hinges.
- 4. Vent panels shall be concealed behind stretched fabric as indicated on the drawings. Provide expanded metal behind stretched fabric as required to support fabric and to prevent damage from the operable vent panels. Provide dark grey fabric samples to Architect for approval prior to fabrication.

E. Ceiling Panels:

- 1. The design of the ceiling panels shall permit the entire row to be rotated to the storage position at one time by two people, with no tools required.
- 2. Each row of overhead panels shall hang from a 1-1/2 inch I.D. Schedule 40 pipe batten provided by the stage rigging contractor. Align panel support brackets with batten lift lines.
- 3. The ceiling panel hardware shall permit adjustment from horizontal to 40 degrees. The hardware shall have the capability of locking the panels in a vertical position so that they may be stored on the batten in the stage loft. Angle positions shall be notated on the hardware.

- 4. When in the vertical, storage position, the total depth of the ceiling panel and suspension hardware shall not exceed 14 inches. Verify this dimension in submittal drawings, and field-verify clearances to all adjacent rigging linesets or other obstructions.
- F. Instructions pertaining to safe handling of the overhead panels and wall towers shall be provided and affixed in a conspicuous location.
- G. Tower and Ceiling Details:

1. Towers

| Qty | Description | Size | Remarks | Finish |
|-----|-------------|-------------------|--------------------------------------------------|-----------------------------------------------------------------------------------|
| 6 | Side Walls | Refer to drawings | Level tops, two doors each, acoustic vents | Wood veneer, plain sliced white maple, stain and matte sealer per Architect |
| 4 | Rear Walls | Refer to drawings | Level tops, acoustic vents | Match above |

Ceilings

| Qty | Description | Size | Lighting Circuits | Feed Location | Remarks | Finish |
|-----|-------------|-------------------|---------------------------|------------------|-----------------|-----------------|
| 1 | Row 1 | Refer to drawings | Up to 1 @ 20A + DMX | Stage right | Tapered ends | Match towers |
| 1 | Row 2 | Refer to drawings | Up to 1 @ 20A + DMX | Stage right | Tapered ends | Match towers |
| 1 | Row 3 | Refer to drawings | Up to 1 @ 20A + DMX | Stage right | Tapered ends | Match towers |

2.03 TOWER TRANSPORTER

A. Supply one (1) tower transporter, per stage, that locks and lifts the towers allowing them to move safely about the stage in any direction.

2.04 INTEGRAL LIGHTING

- A. Ceiling panels shall include integral lighting fixtures spaced as shown on the drawings. Lighting fixtures shall be warm white LED as follows:
 - 1. Wenger "Lieto White LED Light Fixture"
 - 2. The Light Source "WL" series
 - 3. Electronic Theatre Controls "Selador Desire D60 Studio Tungsten"
 - 4. Approved equal.
- B. Light fixtures shall include glare shielding. Glare shielding shall be:
 - 1. Wenger "Liteo Hexcel Louvre"
 - 2. The Lighting Source "Custom Hexcel Louver"
 - 3. Electronic Theatre Controls "Egg Crate Louver"

- City Theatrical "Egg Crate Louver"
- 5. Approved equal.
- C. Light fixtures shall be connected to a continuous plug strip (or individual junction boxes) by shell manufacturer. Each plug strip shall contain a terminal strip within the junction box on the end of each ceiling panel. Location noted in the schedules above and on the drawings. A properly rated tip-over switch shall protect each circuit to prevent the fixtures from being energized when the reflector is in its stored position. The tip over switch is mounted on an adjustable mechanism to allow for field calibration of the shut off angle.
- E. Manufacturer shall provide one (1) power extension cable per lighting circuit at the feed end of lighting raceway. Connector type shall match power receptacle Plug Box 'PB' at the loading gallery. Provide cable lengths as necessary to reach the PB receptacles. Quantity and capacity of production lighting circuits provided are noted in the schedules above and on the drawings.
- F. Shell Manufacturer shall provide one (1) data extension cable for DMX data connection at the feed end of each lighting raceway. Connector type shall match Control Receptacle Panel 'CRP' at the loading gallery. Provide cable lengths as necessary to reach the CRP receptacles.
- G. All shell lighting scope described herein shall be completed by the shell manufacturer for a complete and operable system. If the shell manufacturer requires field terminations by the Division 26 electrical contractor, that requirement must be clearly stated at bid time.
- H. Provide sufficient lighting, utilizing the specified fixture with glare shielding and available circuits, to attain a minimum 80 footcandles in a plane 3.3 feet above the stage floor.

2.05 SHELL FINISHES

- A. Finish shall be as noted in the above schedules, final selection by the Architect.
- B. Stain color and sealant sheen to be selected by the Architect. Schuler Shook recommends a matte finish to reduce lighting reflections.
- C. Wall tower and ceiling panel finishes must match.
- D. Provide complete wood veneer sample with selected finish to the Architect for approval prior to fabrication.

PART 3 EXECUTION

3.01 FABRICATION

- A. The Acoustical Shell Enclosure Manufacturer is responsible for becoming familiar with and verifying all pertinent dimensions and conditions, both in the Drawings and in the field, before proceeding with any work.
- B. Contractor shall coordinate the design, planning, and scheduling of the work of this Section with the work of all other trades. Notify the Architect of any difficulties in coordinating work with other contractors. Failure to do so shall constitute acceptance of construction as suitable in all ways to receive the work of this Section.
- C. All electrical components shall be fully assembled and internally wired, with terminals of the proper rating and clearly labeled.
- D. All metal fabricated items not visible to the audience shall be given at least one coat of primer and one coat of finish paint. Color: Black.
- E. All equipment shall be fabricated and installed to facilitate maintenance and future replacement.

3.02 INSTALLATION

- A. Contractor shall employ only experienced technicians for the installation of work of this Section. A competent supervisor shall be maintained on this Project during the entire installation. A change of supervisor shall not be acceptable unless by written authorization of the Architect.
- B. Contractor shall coordinate installation with all other trades doing adjoining work.
- Examine all existing conditions at the job site prior to beginning installation.

MARION, IOWA

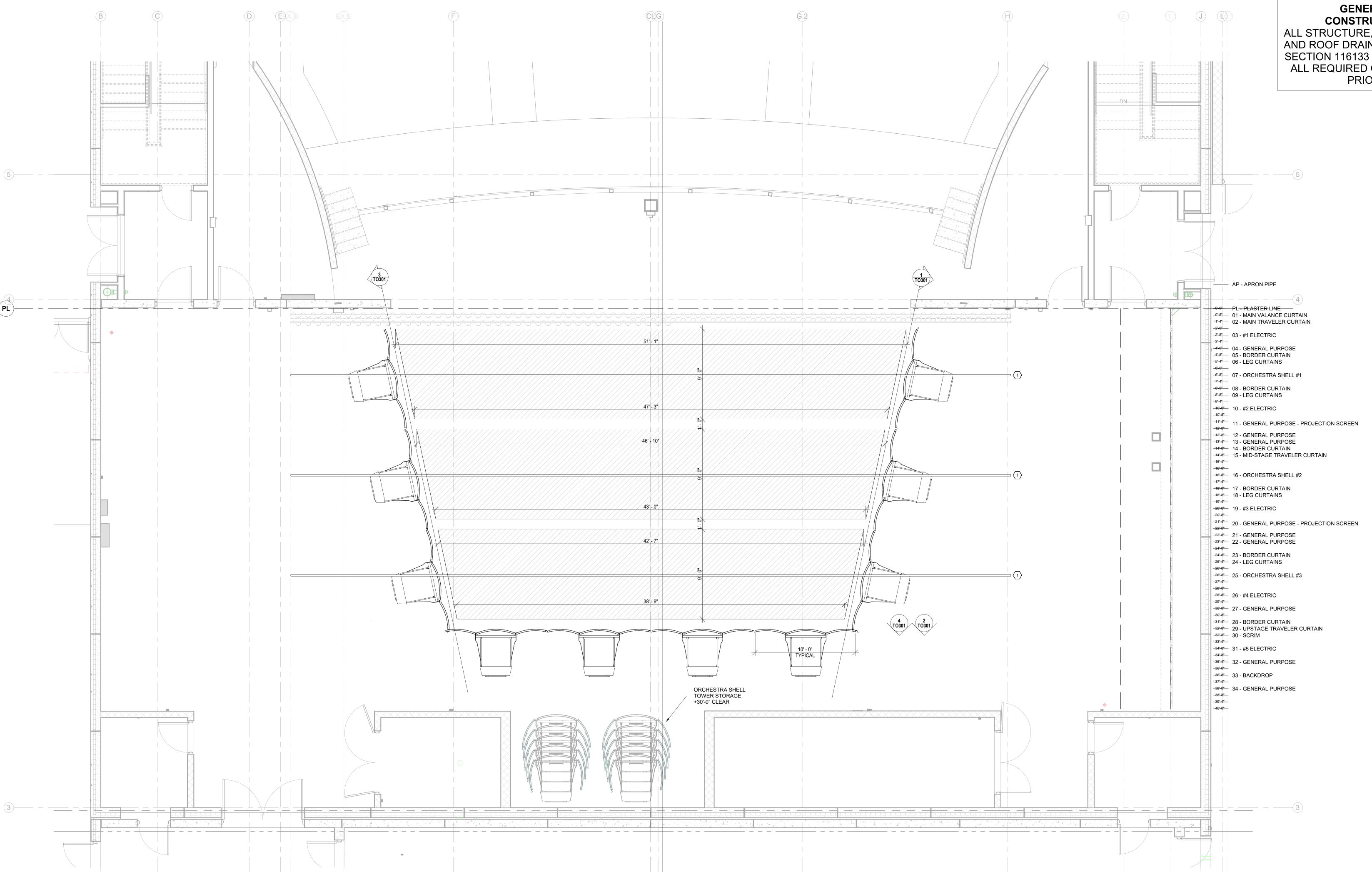
- D. Provide and install all supplementary structural support as required for the installation and safe operation of equipment and materials supplied under this Section.
- E. Complete all required cutting, drilling, tapping, and welding necessary for proper installation. Cut no structural members unless specifically shown in the Drawings or indicated in the Acoustical Shell Enclosure Manufacturer's shop drawings, or unless written approval is obtained from the Engineer.
- F. Install all items in conformity with standard trade practices and manufacturers' recommendations. Position all items accurately and true to plumb line and level. Maintain maximum headroom and clearances at all locations.
- G. Contractor shall coordinate production acoustical shell requirements with Division 11 and Division 16 requirements.

3.03 PROTECTION AND CLEANING

- A. Provide protection for all stage flooring, regardless of whether flooring has been painted or stained. Flooring shall be protected from both structural damage and cosmetic damage.
- B. Provide protection for any acoustic shell equipment installed prior to the completion of construction and painting. Remove any debris or paint from equipment that was not adequately protected.
- C. Upon the completion of the work of this Section, dispose of all packing materials, debris and remnants which result from the work of this Section.

1 THEATRE ORCHESTRA SHELL - PLAN

SCALE: 1/4" = 1'-0"



1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 26 | 27 | 28 | 29

GENERAL CONTRACTOR OR THIS DRAWING INDICATES THEATRE EQUIPMENT **CONSTRUCTION MANAGER NOTE:** ALL STRUCTURE, DUCTWORK, SPRINKLER PIPING

AND ROOF DRAINS MUST BE COORDINATED WITH SECTION 116133 RIGGING CONTRACTOR. VERIFY ALL REQUIRED CONDITIONS AND CLEARANCES PRIOR TO INSTALLATION.

LAYOUT AND DESIGN OF THEATRE SYSTEMS. REVIEW BY A QUALIFIED **ENGINEER IS NECESSARY** TO ASSURE SAFETY AND CODE COMPLIANCE.

REFER TO E-SERIES DRAWINGS FOR ELECTRICAL FEEDS, DISCONNECT SWITCHES, CONDUIT, AND WIRE FOR ALL RIGGING EQUIPMENT. **DIVISION 26 CONTRACTOR** SHALL PROVIDE AND INSTALL ALL ELECTRICAL **EQUIPMENT AND CONTROL** WIRING FOR A COMPLETE

GENERAL NOTES

AND OPERABLE SYSTEM.

- A INSTALLATION SHALL CONFORM TO ALL APPLICABLE NEC, UL, STATE AND LOCAL CODES. B STRUCTURAL MEMBERS ARE SHOWN FOR DESIGN INTENT
- C FIELD VERIFY ALL DIMENSIONS AND MOUNTING CONDITIONS PRIOR TO INSTALLATION.

KEYED NOTES

1 SHELL CEILING FEED END: (1) CIRCUIT POWER CABLE (1) DATA CABLE

PORTABLE POWER AND DATA CABLES PROVIDED BY THEATRICAL LIGHTING CONTRACTOR. INSTALLED BY ACOUSTIC SHELL CONTRACTOR.

8801 Prarie View Ln SW Cedar Rapids, IA P. 319.841.1944 Contact: Adam Bunnell

Raker Rhodes Engineering, LLC 112 E. Washington Street, Ste. B

Mechanical / Electrical / Plumbing / Technology Engineer

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P. 319.333.7850 Contact: Brad Hill

Design Engineers

Structural Engineer

3111 10th Street

Owner

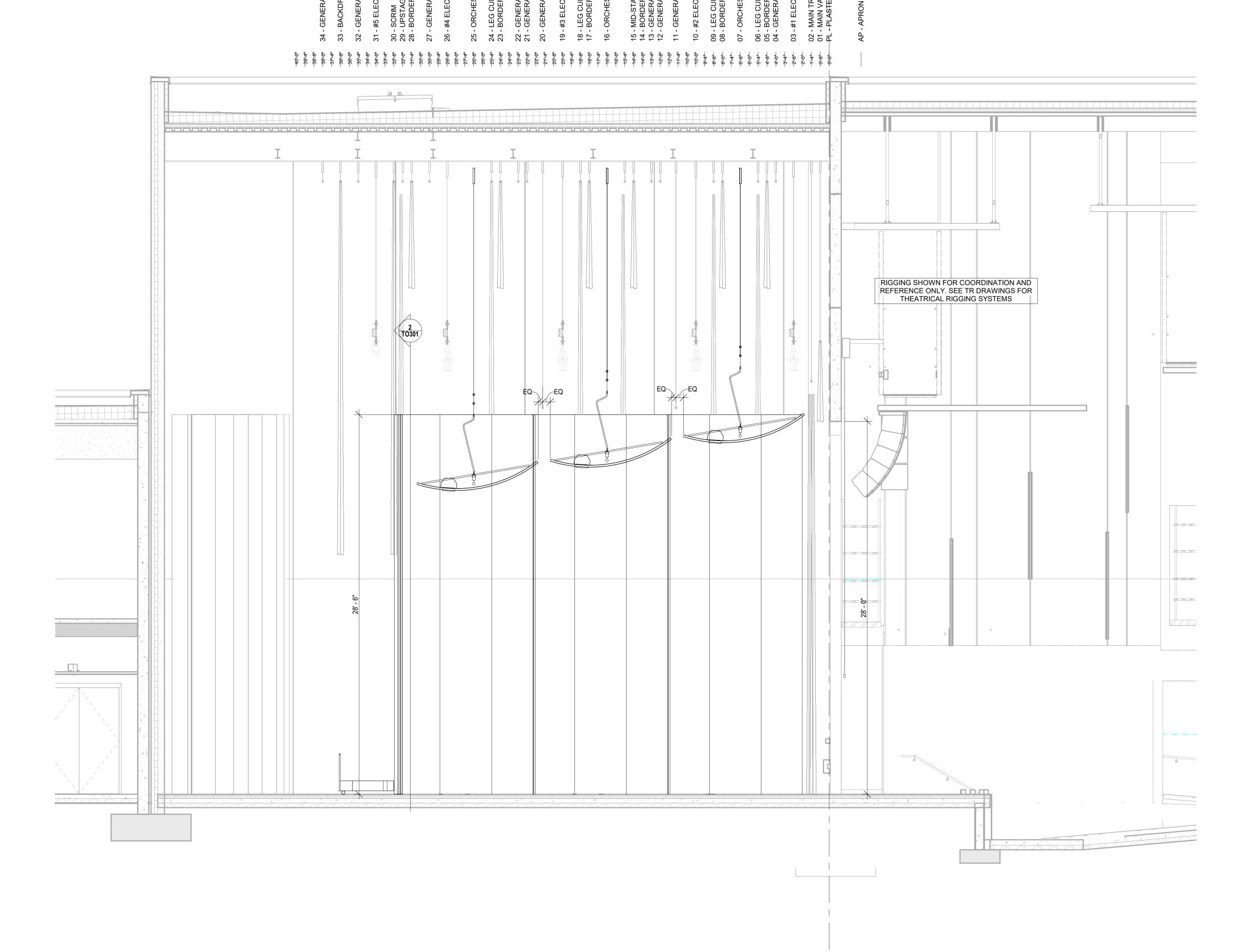
Theatre Planning and Lighting Design Schuler Shook 219 Main Street SE, Ste. 200 Minneapolis, MN 55414 P. 612.802.1536 Contact: Michael Burgoyne

Acoustic & Audio/Visual Design Threshold Acoustics, LLC 141 West Jackson Blvd, Suite 2080 Chicago, IL 60804 P. 312.386.1400 Contact: Brandon Cudequest

TO101

1 THEATRE ORCHESTRA SHELL - SECTION

SCALE: 1/4" = 1'-0"



1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 27 | 28 | 29

GENERAL CONTRACTOR OR CONSTRUCTION MANAGER NOTE:

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- C FIELD VERIFY ALL DIMENSIONS AND MOUNTING

CONDITIONS PRIOR TO INSTALLATION.

GENERAL NOTES

Design Engineers 8801 Prarie View Ln SW Cedar Rapids, IA P. 319.841.1944

Mechanical / Electrical / Plumbing / Technology Engineer

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Contact: Adam Bunnell Theatre Planning and Lighting Design Schuler Shook 219 Main Street SE, Ste. 200 Minneapolis, MN 55414 P. 612.802.1536

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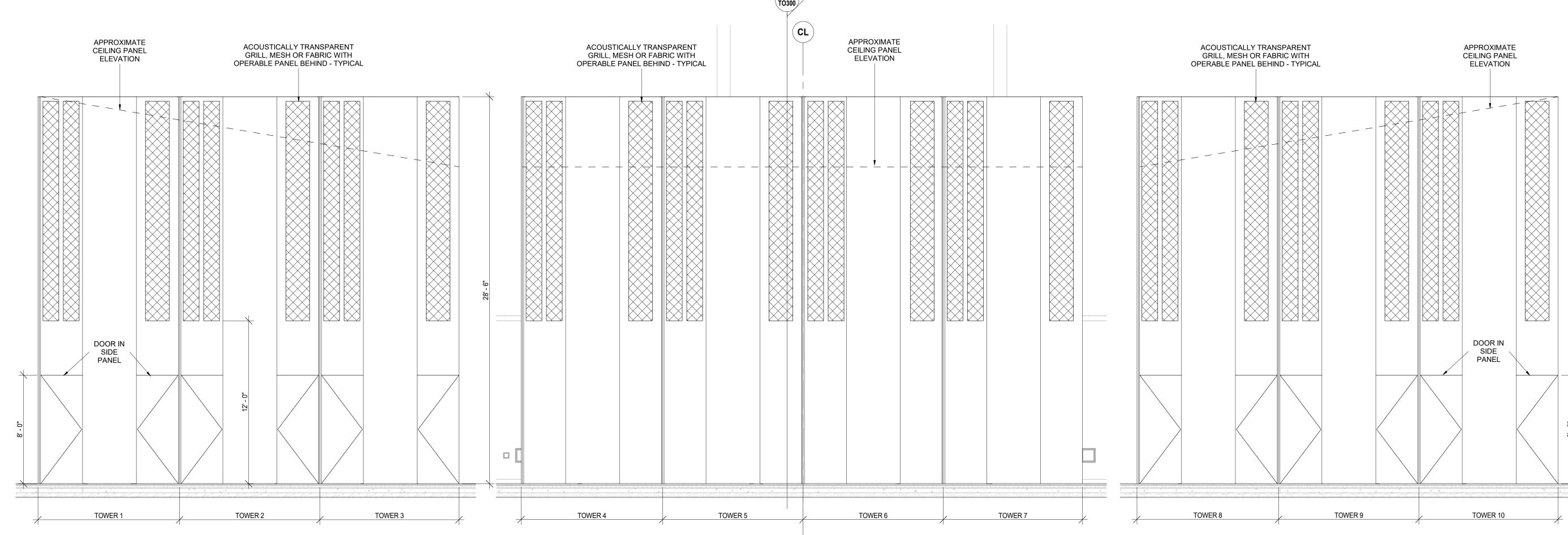
Iowa City, IA 52240 P. 319.333.7850 Contact: Brad Hill

3111 10th Street

Owner

Contact: Michael Burgoyne Acoustic & Audio/Visual Design Threshold Acoustics, LLC 141 West Jackson Blvd, Suite 2080 Chicago, IL 60804 P. 312.386.1400

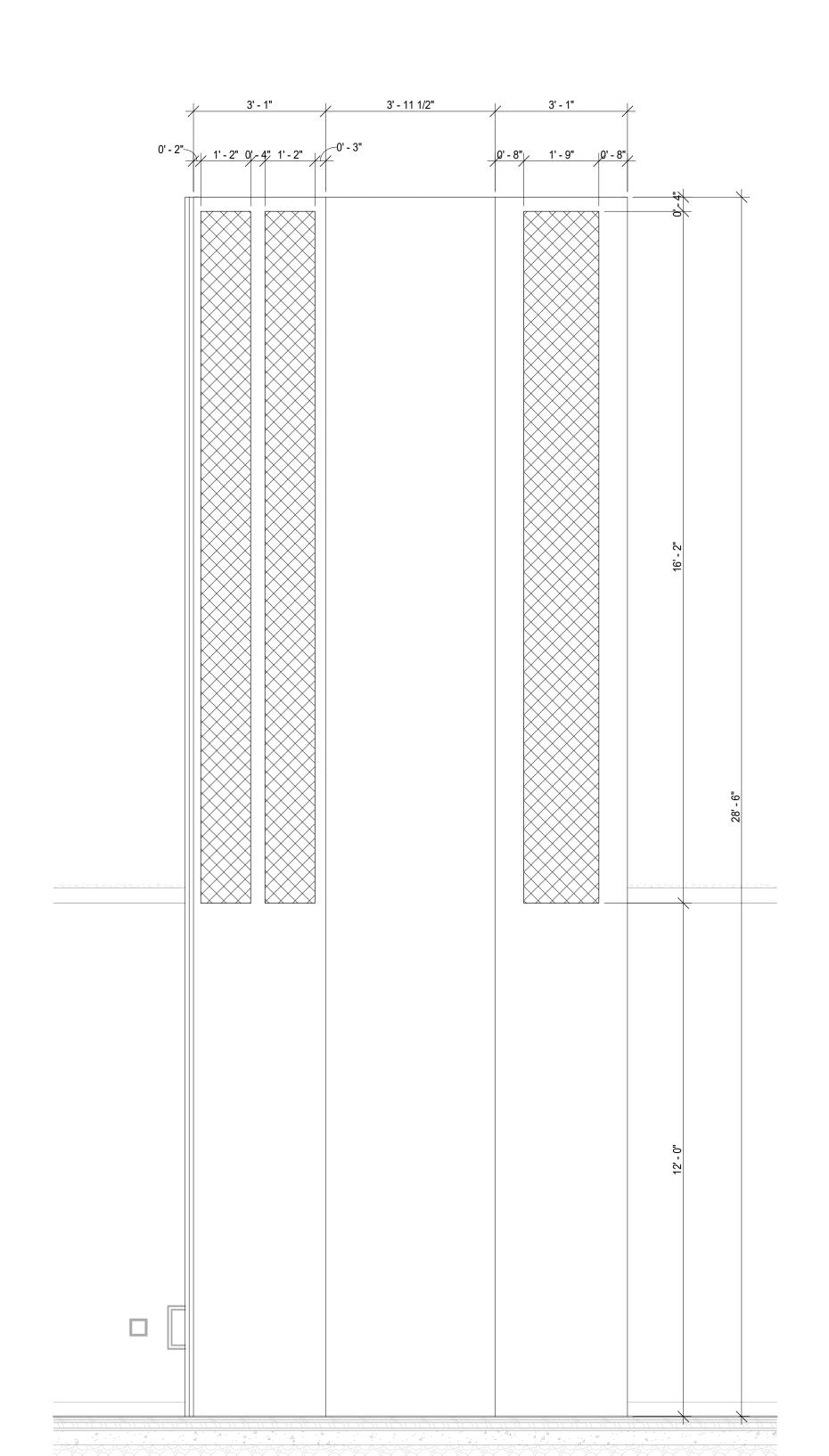
Contact: Brandon Cudequest



3 THEATRE ORCHESTRA SHELL - STAGE LEFT TOWER ELEVATION

SCALE: 1/4" = 1'-0"

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 27 | 28 | 29



THEATRE ORCHESTRA SHELL - STAGE RIGHT TOWER ELEVATION
SCALE: 1/4" = 1'-0"

THEATRE ORCHESTRA SHELL - CENTER TOWER ELEVATION
SCALE: 1/4" = 1'-0"

THEATRE ORCHESTRA SHELL - CENTER TOWER ELEVATION
SCALE: 1/4" = 1'-0"

GENERAL CONTRACTOR OR CONSTRUCTION MANAGER NOTE:

ALL STRUCTURE, DUCTWORK, SPRINKLER PIPING AND ROOF DRAINS MUST BE COORDINATED WITH SECTION 116133 RIGGING CONTRACTOR. VERIFY ALL REQUIRED CONDITIONS AND CLEARANCES PRIOR TO INSTALLATION.

THIS DRAWING INDICATES THEATRE EQUIPMENT LAYOUT AND DESIGN OF THEATRE SYSTEMS. REVIEW BY A QUALIFIED **ENGINEER IS NECESSARY** TO ASSURE SAFETY AND CODE COMPLIANCE.

> REFER TO E-SERIES DRAWINGS FOR ELECTRICAL FEEDS, DISCONNECT SWITCHES, CONDUIT, AND WIRE FOR ALL RIGGING EQUIPMENT. **DIVISION 26 CONTRACTOR** SHALL PROVIDE AND INSTALL ALL ELECTRICAL **EQUIPMENT AND CONTROL** WIRING FOR A COMPLETE AND OPERABLE SYSTEM.

GENERAL NOTES

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- C FIELD VERIFY ALL DIMENSIONS AND MOUNTING CONDITIONS PRIOR TO INSTALLATION.

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TO301

ITEMS TO INCLUDE ON AGENDA LINN-MAR COMMUNITY SCHOOL DISTRICT

Instructional Support Levy

| • | Resolution to | Consider | Continued | Participation i | in the | Instructional | Support | Program |
|---|---------------|----------|-----------|-----------------|--------|---------------|---------|---------|
|---|---------------|----------|-----------|-----------------|--------|---------------|---------|---------|

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

| | The Boar | rd of Dire | ectors of th | ie Linn-M | ar Commu | nity S | Schoo | ol District, | in the County | y of Linn, |
|--------|-----------|------------|--------------|-------------|------------|--------|-------|--------------|---------------|------------|
| State | of Iowa, | met in | | | session, | in t | he E | Educational | Leadership | Center, |
| 3556 V | Winslow R | load, Ma | irion, Iowa | , at 5:00 P | M., on the | e abo | ve da | ite. There v | vere present | President |
| | | | e chair, and | | | | | | | |
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1

The President declared the Resolution adopted as follows:

RESOLUTION TO CONSIDER CONTINUED PARTICIPATION IN THE INSTRUCTIONAL SUPPORT PROGRAM

WHEREAS, the Board of Directors has determined that to continue the current level of services and to fund the ongoing programs of the School District, continuation of participation in the Instructional Support Program for a period of five years is necessary and in the best interests of the District and its residents and students; and

WHEREAS, the Board of Directors wishes to consider continued participation in the Instructional Support Program as provided in Sections 257.18 through 257.21, Code of Iowa; and

WHEREAS, the authorization for the current Instructional Support Program will expire on June 30, 2026; and

WHEREAS, this Resolution sets forth the proposal of the Board of Directors, including the method that will be used to fund the program; and

WHEREAS, notice of the time and place of a public hearing must be published:

NOW, THEREFORE, it is resolved:

- 1. The Board of Directors wishes to consider continued participation in the Instructional Support Program as provided in Sections 257.18 through 257.21, Code of Iowa, for a period of five years, commencing with the fiscal year ending June 30, 2027.
- 2. The additional funding for the Instructional Support Program for a budget year shall be determined annually and shall not exceed ten percent (10%) of the total regular program district cost for the budget year and moneys received under Section 257.14, Code of Iowa, as a budget adjustment for the budget year.

- 3. Moneys received by the District for the Instructional Support Program may be used for any general fund purpose.
- 4. The Instructional Support Program will be funded by instructional support state aid and an instructional support property tax in an amount (after taking into consideration instructional support school aid) to be levied annually upon the taxable property within the School District commencing with the levy for collection in the fiscal year ending June 30, 2027, and each year thereafter.
- 5. The Secretary is authorized and directed to give notice of a public hearing to be held in the Educational Leadership Center, 3556 Winslow Road, Marion, Iowa, on August 4, 2025, at 5:00 P.M.
- 6. Following the public hearing the Board intends to take action on the question whether to continue participation in the Instructional Support Program.

PASSED AND APPROVED this 7th day of July, 2025.

| | President of the Board of Directors |
|---------|-------------------------------------|
| ATTEST: | |
| | |
| | |

CERTIFICATE

| STATE OF IOWA |) |
|----------------|------|
| |) SS |
| COUNTY OF LINN |) |

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

| WITNESS my nand this | day of, 2025. | |
|----------------------|--------------------------------------------|---|
| | | |
| | Secretary of the Board of Directors of the | _ |
| | Linn-Mar Community School District | |

2025

NEWSPAPER COPY TO BE PUBLISHED AFTER JULY 15, 2025 AND BEFORE JULY 25, 2025

NOTICE OF CONSIDERATION OF PROPOSAL TO CONTINUE PARTICIPATION IN THE INSTRUCTIONAL SUPPORT PROGRAM FOR THE LINN-MAR COMMUNITY SCHOOL DISTRICT

Notice is hereby given that the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, will hold a hearing upon its Resolution to Consider Continued Participation in the Instructional Support Program. The hearing will be held in the Educational Leadership Center, 3556 Winslow Road, Marion, Iowa, on August 4, 2025, at 5:00 P.M.

The Board of Directors is considering continued participation in the Instructional Support Program as provided in Sections 257.18 through 257.21, Code of Iowa, for a period of five years, commencing with the fiscal year ending June 30, 2027.

Additional funding for the Instructional Support Program for a budget year will be determined annually by the Board of Directors and will not exceed ten percent (10%) of the total regular program district cost for the budget year and moneys received under Section 257.14, Code of Iowa, as a budget adjustment for the budget year.

Moneys received by the District for the Instructional Support Program may be used for any general fund purpose.

The Instructional Support Program will be funded by instructional support state aid and an instructional support property tax levied annually upon the taxable property within the School District for collection in the fiscal year ending June 30, 2027 and each year thereafter.

| DISTRICT | COMMUNITY SCH | IOOL |
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| Secretary of t | he Board of Director | 'S |

| STATE OF IOWA |) | PUBLICATION CERTIFICATE |
|------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF LINN |) | FUBLICATION CERTIFICATE |
| | e Count | ng Secretary of the Board of Directors of the cy of Linn, State of Iowa, and that as Secretary in the Board of Directors, I caused a |
| CONTINUE PARTICIPAT | TION I | ON OF PROPOSAL TO IN THE INSTRUCTIONAL E LINN-MAR COMMUNITY |
| least once, not less than ten clear days nor hearing, in the Cedar Rapids Gazette, a leg | more th gal new Notice | idavit attached is a complete copy published at an twenty days prior to the date of the public spaper published regularly and has a general was published in the newspaper in all of the te: |
| which was at least ten (10) but not more tha | n twent | y (20) days before the hearing. |
| Dated this day of | | _, 2025. |
| | | |

ATTACH AFFIDAVIT OF PUBLICATION

Secretary, Linn-Mar Community School District

4902-2377-9922-1\18139-042



Linn-Mar Community School District Legislative Priorities 2024-25

Exhibit 705.1

Student Achievement

lowa students benefit from rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college, trade school, military service, or to enter the workforce. We support state policies to:

- Provide technical assistance for school districts to fully implement the lowa Content Standards which define what students should know and be able to do in math, science, literacy, social studies, and 21st century skills;
- Ensure research-based professional development that provides educators with training, support, and time to work together;
- Support intensive, high-quality tutoring to improve student literacy and math proficiency;
- Continue evidenced-based literacy materials to help improve student achievement;
- Expand programming for career and technical education and apprenticeships;
- Ensure assessments are aligned to high expectations, improve and align instruction, and quality professional development;
- Support curriculum decisions that are made by locally elected school boards;
- Allow a consideration process that engages stakeholders, the Department of Education, and the State Board of Education in new graduation requirements; and
- Provide full access to technology and online learning through infrastructure investments including:
 - Provide incentives to expand service with a priority on those areas with access to the slowest speeds; and
 - Guarantee minimum download and upload speeds as a condition to receive grant funding or other financial incentives.

Mental Health

Mental health issues are increasing and impacting student achievement. To address these concerns, we support state policies that would establish comprehensive school and community mental health systems to offer preventative and treatment services to:

- Increase access to mental health professionals via in-school, in-person, or telehealth visits;
- Expand the capacity for therapeutic classrooms to provide short-term solutions to behavioral issues;
- Improve awareness and understanding of child emotional and mental health needs through ongoing teacher, administrator, and support staff training;
- Integrate suicide prevention and coping skills into existing curriculum;
- Support the mental health needs of educators and staff:
- Provide a comprehensive mental health resources clearinghouse for schools and community providers;
- Expand training that includes a referral plan for continuing action provided by mental health professionals outside of the school district;
- Designate a categorical funding stream for mental health professionals serving students and ongoing teacher, administrator, and support staff mental health training;
- Support the development of a mental health workforce to provide services to children; and
- Oppose policies with detrimental effects to marginalized populations mental health.

Advocacy Fact

School counselors are already on staff and trained in the area of mental health, but there are not enough school counselors to address the needs of all students. The recommended ratio is 250 students per counselor. The lowa average is closer to 400-500 per counselor.

Accountability and Decision-Making

Locally elected school board members are closely connected to students, their families, and the communities in which they live and are in the best position to understand student needs and identify effective solutions. Restrictive limitations on decision-making authority inhibit innovation, efficiency, and the ability of school boards to make locally based decisions about student achievement. Local accountability and decision-making include:

- Student Achievement: As locally elected officials, school boards should have the ability to set priorities, customize programming, and maximize community strengths to improve outcomes for all students;
- Accountability & Reporting: Data collection for state accountability should enhance the ability of school boards to focus on student learning and school improvement. IASB supports streamlining state-level reporting on management operations and eliminating duplicative or inefficient reporting processes;
- Funding Flexibility: School boards should have the ability to maximize existing resources to meet local needs;
- Transparency: School boards should have flexibility to provide public access to records in ways that promote transparency for citizens while balancing the cost to taxpayers; and
- Flexibility on Health & Safety Measures: School boards should have the ability to make decisions, in partnership with local officials, regarding the health and safety needs of students, staff, families, and the community.

School Funding

Schools and school boards have a longstanding commitment to provide students with the programs and services they need to be successful. We support state policies on public school funding that:

- Sufficiently supports the ability of local districts to meet parent and community expectations and provides a world class education to all students;
- Equalize per-pupil funding for all program areas;
- Equitably funds all Area Education Agencies (AEAs);
- Maintain the funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Include factors based on changes in demographics, including socio-economic status, remedial programming, and enrollment challenges;
- Reflect actual costs for special education services;
- Support flexibility in the use of voter and boardapproved special levy funds;
- Incorporate categorical funding in the formula within three years;
- Include a mix of state aid and property taxes; and
- Increase the budget guarantee to 103% to provide additional stability to support student achievement for districts with declining enrollment.

Advocacy Fact

School financing has many restrictions and certain funds can only be used on certain expenses. When schools are not funded at rates that keep up with the cost of doing business or inflation, the impact isn't on facilities or textbooks, as much as it is on staff.

80% of Linn-Mar's budget (general fund) is staff. If the district is underfunded it means fewer staff members, which means larger class sizes. Larger class sizes are shown in studies to lead to less individualized attention and more behavior and academic interventions. Underfunding also makes providing raises that meet the cost of living difficult, which puts a strain on teachers and staff. Some may choose to leave the profession as the district cannot compete with the for-profit business world's rate of pay.

Preschool

Research demonstrates that children who take part in early childhood education are more likely to succeed in school. We support state policies to:

- Ensure all school districts have the capacity to serve all 4- and 5-year-olds;
- Provide resources for districts to provide services such as full-day programming, transportation, and wraparound care; and
- Provide support and resources to support the behavioral and educational services for preschoolaged students.

Dropout/At-Risk Prevention

School boards strive to provide every student with the services they need to remain in school, progress, and graduate to become productive citizens. We support state policies to:

- Include dropout prevention and funding for atrisk students in the foundation formula and the socio-economic status as a factor in determining a student's at-risk status;
- Equalize the ability of all districts to generate dropout prevention funds; and
- Increase district participation in statewide programs that serve at-risk students.

Advocacy Fact

Linn-Mar is limited to receiving only 2.5% while many other districts receive the full 5%. There is inequity in the formula and Linn-Mar advocates that all districts be given the full 5% funding cap allowance to meet the needs of students.

By the Numbers

Students

7,303 students * 7,402 students **

District Personnel

553 full-time teachers **
25 licensed administration
88.9% staff retention rate

School Sites

- **7** Elementary Schools
- 2 Intermediate Schools
- 2 Middle Schools
- 1 High School

District

12th largest district in Iowa
64 square miles serving Marion, Cedar Rapids,
Robins, and Linn County

Linn-Mar Board of Directors

Barry Buchholz, President
Melissa Walker, Vice President
Justin Foss, Board Member
Katie Lowe Lanchaster, Board Member
Midhat Mansoor, Board Member
Brittania Morey, Board Member
Laura Thomas, Board Member

Sources: *lowa Ed Portal Certified PK-12 Enrollment Reporting Year 2023 **lowa School Performance Profile Served k-12 Reporting Year 2023





2025 Legislative Platform



2025 Legislative Beliefs

PUBLIC EDUCATION

Public education is the foundation of our democratic society and the key to successful futures for lowa children. Quality public schools strengthen our communities and are the cornerstone of any sound economic development policy. The state must put public education first and provide sufficient funding and support services to provide all students with a world-class education. The state should provide full funding to public schools to meet the evolving needs of public-school students before additional financial support of nonpublic schools is provided.

lowa's public schools are the backbone of our communities and provide quality education for lowa students and:

- Operate under the guidance of locally elected board members who are entrusted with taxpayer dollars for the purpose of improving student achievement and skill proficiency for all students.
- Welcome all students regardless of race, religion, gender, gender identity, sexual orientation, socio-economic status, or disability.
- Provide parents and taxpayers with accountability and transparency for the use of taxpayer dollars.

All schools that receive any public funds, including property taxes, state aid or federal monies, should be subject to the same governance and educational standards as public-school districts.

EDUCATIONAL EQUITY

The promise of public education is for every child to succeed. As locally elected leaders, school boards are uniquely positioned to set expectations for educational equity, ensuring that each child is given supports and interventions based on need. Educational equity requires that discriminatory practices, barriers, prejudices, and beliefs be identified and eradicated. Leaders must hold themselves accountable for deliberate actions, including the examination of policies and practices, intentional allocation of resources according to student need, support for rigorous curriculum and instruction, and engagement of families and communities.

GOVERNANCE

lowa has one of the finest public educational systems in the United States. The federal government, governor, General Assembly, Iowa Department of Education, school boards, professional educators and the public should strive to keep it strong. There must be a proper balance of state and federal control designed to ensure quality and a standard of education for all students, with local control which allows local school boards flexibility and decision-making authority to innovate and adapt to local needs and community values.

School districts are governed by boards that, as elected representatives, must be responsive and responsible to the citizens of the school district. Citizen involvement is the key to our representative form of government.

Local boards are, within the guidelines established by state law, vested with the authority to make the final decision on matters pertaining to a school district, area education agency (AEA) or community college. Local board members, who are closely connected to students, families and the communities in which they live, are best capable of understanding student needs and identifying effective solutions. The statutory duties and responsibilities of the local board cannot be delegated to persons who are not elected by the voters of the school district.

Locally elected school boards must have control over the content and management of their educational program, including the calendar and the flexibility for innovation and decision-making. A leadership team composed of the superintendent, principals and supervisory personnel working with the board is necessary for the efficient operation of the school district. Locally elected school boards should have the authority to determine the school calendar to best meet student needs, including but not limited to school start dates, year-round schools, and the use of virtual learning opportunities in response to natural disasters, weather or other emergencies.

SCHOOL CHOICE

lowa law provides sufficient choice through public charter schools, open enrollment, home school assistance, postsecondary enrollment options and nonpublic school alternatives. Additional investments in tax credits for nonpublic tuition or other options are not necessary to provide educational choice. Charter schools should be allowed only under the direction of the locally elected school board.

SCHOOL BOARD MEMBERS

School districts and board members are entrusted with public funds for the purpose of improving student outcomes including but not limited to student academic achievement and skill proficiency, and the school board is responsible for overseeing such improvement.

Through original research and a close evaluation of highly effective board practices across the country, IASB recognizes the following six essential roles of effective school boards and encourages all lowa board members to incorporate these principles in carrying out the mission of public education in their communities:

- Setting Clear, High Expectations: The board sets a vision which expresses a commitment to high expectations, consistently communicates the expectations, sets clear and focused goals and focuses on improving instruction.
- Belief that All Children Can Learn: Effective boards have strong shared beliefs and values about what is possible for students and their ability to learn. Board members expect to see improvements in student achievement as a result of implemented initiatives.
- Creating the Conditions that Support Successful Teaching and Learning: The board
 creates the conditions for success by showing commitment via board actions, resource
 allocations, a strong communications structure, and system alignment; provides quality,
 research-based professional development for educators; builds commitment and focus
 throughout the system and stays the course, solving problems along the way so improvements
 have time to work.
- Holding the System Accountable for Student Success: The board uses data and monitoring
 to hold the system accountable and to make decisions at the board table; identifies clear,
 understandable indicators that the board will accept as evidence of progress and success; and
 supports and monitors progress regularly at the board table with staff leaders.
- Building Collective Will: Within the school staff and throughout the community, the board creates widespread awareness and urgency of the improvement required to meet students' needs, instills hope that it's possible to change, and connects with and engages the community in a frank and ongoing effort to encourage each facet to fulfill its responsibility.
- Leading and Learning Together as a Board/Superintendent Team: Effective school boards lead as a united team with the superintendent with strong collaboration and mutual trust. The board also establishes board learning time around school improvement efforts, engages in deep conversations about the implications of learning, and leads thoughtful policy development.

ELECTIONS

Participation in the democratic process is integral to the success of schools. School districts have a responsibility for promoting more community involvement in the election process to foster better-informed citizens and greater ownership in public education. Student achievement should drive decisions that impact school elections.

In keeping with the principles of democracy, IASB is committed to the concept of each vote having equal value and a simple majority vote as sufficient to determine election or taxation decisions.

School board elections should coincide with the opening of school. Due to boundary differences and to help maintain the nonpartisan status of school board elections, they should be separate from any other election.

School board members should be elected in a non-partisan manner in which decisions are based on the best interest of the school and students without regard to party affiliation. Boards should have less than a majority of board members elected in any one year.

School boards should have flexibility to determine when special elections are necessary and to schedule these to best suit the district's needs. There should be a minimum of four special election dates per calendar year for bond referendums, votes on levies, and revenue purpose statements and filling school board vacancies.

IOWA ASSOCIATION OF SCHOOL BOARDS

IASB is committed to statewide leadership to ensure high achievement for all lowa students. IASB recognizes that school boards are in a strategic position to bring about continuous improvement in public education through governance, public policies, and advocacy.

We believe that IASB is the organization most appropriate to deliver training and board development to school board members about their role and responsibilities to contribute to high student achievement.

SCHOOL DISTRICT ORGANIZATION

School boards, and the residents of the school districts involved, have the primary responsibility to determine the makeup and boundaries of school districts and attendance centers.

The school board and the citizens of a school district assess the quality and extent of its educational program and determine whether the school district continues to operate within its present geographical boundaries.

In order to reduce costs and maintain or enrich quality education, IASB encourages school districts to share administrators, teachers, equipment, facilities and transportation, including the scheduling of joint classes and extracurricular activities. Sharing does not necessarily lead to eventual reorganization.

IASB believes school district reorganization, dissolution or sharing may be in the best interest of lowa's public school students when:

- The best interest of students is the most important factor considered.
- The reorganization or dissolution is voluntary—initiated and voted upon by the citizens of the school districts involved.

 The state offers sufficient incentives to make the reorganization or sharing financially attractive to the school districts involved.

Geographical issues are considered, including minimizing the amount of travel time by students and allowing for continued community participation by the communities involved.

PUBLIC RECORDS AND OPEN MEETINGS

Every citizen has the right to examine and copy all public records. The news media may publish public records unless the law expressly limits the right or requires public records to be kept confidential.

The schools belong to the people - the citizens and taxpayers of the school district. The public has the right to know what decisions are being made regarding the education of their young people and the expenditure of their tax dollars. School districts should have the ability to determine the method of public notice dissemination that maximizes public access to records at a minimal cost to the district.

Although it may not always be easy to publicly consider and discuss some of the tough issues confronting school boards, school boards should be responsive to the open meetings and public records policy established in state law. Compliance with the intent of the public records and open meetings law is best achieved through education, training and consistent enforcement.

SCHOOL FUNDING

School finance decisions, whether at the local, state or federal level, should put student achievement first in all decisions. Iowa's school funding system must provide all Iowa children an equal opportunity to a quality public school education. The funding system must recognize that a high-quality public education is the first and foremost economic engine of our state.

A sufficient funding system provides equitable, sufficient, predictable, and timely funding, based on these foundational principles:

Equity: lowa should fund public education with a student-driven formula, ensuring lowans that the education of each student is supported equitably. The formula must provide sufficient revenue to cover the actual cost of the educational program, including on-time funding for districts experiencing increasing enrollment. The state should allow school districts with declining enrollment to maintain sufficient funding so the school district can adjust operations to meet student needs. The state should minimize the disparity for property taxpayers due to variances in property valuation per pupil.

Excellence and Opportunity: School finance must provide for continuous improvement of classroom instruction and promote excellence. A critical attribute of increasing the achievement of all children is the skill level of teachers and administrators in the school. Therefore, the school funding system must provide for the professional training and development of teachers and administrators, and school improvement that will promote lowa as a national leader in public education.

Stability: The school funding system must continue to be a fair balance between property taxes, which are a stable and reliable revenue source, and other revenue sources. Iowa school boards are grateful for categorical funds but encourage the state to provide resources through the funding formula to maximize local flexibility and provide growth through an equity-based system. School districts should have spending authority for any reduction in state funding.

Efficiency: A diverse system of school finance helps schools control costs. To ensure well-managed and efficient schools, the school funding system must encourage cooperative ventures and the pooling of resources and services. The school funding system must address increased costs due to inflation and other economic factors.

Local Control: State funding must support local control. Locally elected school boards should have the authority to utilize and allocate funding to best meet the needs of students. If the state decides to intervene in local education policy, any mandated changes, particularly those taking energy and focus away from real comprehensive school improvement and student achievement, must be fully funded by the state without a shift from other education resources.

SCHOOL INFRASTRUCTURE

The state has a role to ensure that all lowa public school students have equitable access to high-quality educational programs, provided in safe, efficient, accessible, and technology-ready facilities that promote student learning.

Revenues from the Secure an Advanced Vision for Education (SAVE) fund provide school districts with a stable, long-term, and equitable funding stream for infrastructure purposes and should not be negatively altered or discontinued.

EDUCATION'S ROLE IN ECONOMIC DEVELOPMENT

Growth focused on economic stability, wealth creation, entrepreneurship and knowledge-based enterprises is a vital objective for the state of lowa. Our public schools contribute to the growth of lowa's economy through the education and development of our children and by providing good jobs. Our public-school districts are often the largest employer in many lowa communities.

A quality public education system is both a key factor contributing to lowa's quality of life and is a critical attractor of business to lowa. While education contributes to lowa's economy, it is also dependent upon economic growth for securing sufficient financial resources to provide quality education services.

Public education and economic growth are interdependent. It is therefore imperative that lowa invest in viable and sustainable economic development and foster partnerships between education and the private sector.

Collaboration between public schools and the business community can enhance students' knowledge of career paths and future employment opportunities.

EDUCATIONAL STANDARDS AND ACCOUNTABILITY

It is the responsibility of local school boards to ensure that all students are educated for success in a 21st-century global society. Collaboration between Pre-K-12 and postsecondary institutions should be encouraged to help increase student opportunities.

School boards must ensure that their district operates from clear, measurable student learning standards and improvement goals; sufficient resources are allocated to improve instruction; and there is public accountability for improved results for students.

It is appropriate for the state to establish high and rigorous educational standards for the accreditation of public and nonpublic schools. Standards should be designed to ensure that all students have the opportunity to receive the educational program that meets their needs. The students of lowa who attend public and nonpublic schools should receive their education instruction from licensed teachers. All public-school accreditation standards must also be applied to nonpublic schools.

Data collection and reporting is necessary to improve instruction and increase student achievement. Data collection and reporting is valuable when:

- It is possible to accurately determine student achievement gains, gaps between subgroups and level of attainment for all students;
- Purposes are clearly understood and worthy;
- Assessments are aligned with the intended purposes;
- Results are easily accessible to maximize school district use of the information to provide quality professional development and improve instruction; and,
- Results lend themselves to widespread understanding and evaluation by all school stakeholders.

The state or federal government must not use single-source data to issue sanctions, make generalizations about student performance or shift resources away from schools that require support to improve learning.

lowa school districts should have the opportunity to comply with standards using various structures and mediums, including sharing and interactive telecommunications.

IASB supports assessment systems that measure student growth for all students, also known as value-added growth or gain, to improve student outcomes by driving professional development, teacher and administrator evaluation, and school improvement decisions.

EDUCATION TECHNOLOGY

Technology is an important tool in providing a quality education. School districts must have equitable access to technology. Access includes provision of hardware and software, technological support staff and access to a variety of Internet, broadband and network services including the lowa Communications Network (ICN).

Administration of the ICN should continue to prioritize educational access above other users. The state has a role in ensuring equitable access to technology and should provide sufficient resources to purchase technology, support school technology plans and include professional development for educators on how to use technology to improve instruction and student outcomes.

EARLY CHILDHOOD

Exposure to education in the first years of life is critical, and young children have an innate desire to learn. That desire can be supported or undermined by early experiences.

Research indicates that high-quality early childhood education promotes intellectual, language, mathematical, physical, social, emotional, and creative development, cultivates a child's curiosity and desire to learn, and builds a strong foundation for later academic and social success. The state plays a critical role by defining and supporting quality early childhood education programs.

STUDENTS

All students can achieve at high levels when the state, local school boards and communities provide resources and support to ensure each child's success in school. It is the responsibility of school boards to meet the needs of every student. It is the responsibility of parents/guardians and communities to work collaboratively with school districts to meet the needs of every student.

SCHOOL SAFETY

IASB believes that schools must be a safe environment for all students, staff, and visitors.

Each member of the school and community must take a holistic approach to school safety by providing schools with resources, quality leadership, and united support for the development of a locally determined approach to ensure a safe and secure learning environment for all children. IASB supports a comprehensive view of safety that considers threats such as:

- Crime and violence:
- Hazards such as natural disasters or accidents;
- · Health risks such as pandemics; and
- Internal threats such as bullying, unintentional biases and adverse childhood experiences.

Security planning efforts must include prevention, preparedness, mitigation, and response efforts. These planning efforts must be practiced, evaluated, and updated on an ongoing basis. All individuals in the school community must be well-trained and knowledgeable of the best practices in school safety.

While all members of the school community benefit from accurate and timely information on safety efforts, school boards must have the authority to maintain appropriate levels of confidentiality to protect security plans and measures.

TEACHER QUALITY

IASB believes, and research confirms, that teacher quality is the most important factor in determining a child's academic success.

It is the responsibility of the school board through the superintendent and administrators to ensure teachers in their district are qualified for the job they are hired to do. School boards have the authority to set high performance standards and expect demonstrated academic and instructional excellence from their teachers.

Therefore, boards need to ensure teachers, as a part of their job, continuously and collaboratively study content, instruction and the effect on students based upon identified student needs.

It is a board responsibility to expect and confirm that the district is fully implementing the Iowa Core Standards and Iowa Professional Development Model for the purpose of improving instruction measured by improved student achievement.

Quality teaching is essential to high student achievement. In order to recruit the best and the brightest teachers into lowa and the profession, keep the best and the brightest teachers we now have, and increase respect for the profession that most impacts our children's future, IASB strongly advocates for school funding levels sufficient to pay competitive wages. In addition, IASB believes school boards must focus on ensuring a school culture that supports engaging educators in decision making, providing teachers with leadership opportunities and professional development, and exploring compensation and evaluation systems designed to enhance performance and retention.

EDUCATOR PREPARATION AND LICENSURE

IASB supports improved alignment between teacher preparation and the PK-12 education systems. Preparation programs should be evaluated continually with the objective of providing training that reflects innovative and proven education methods designed to assess and maximize student achievement. Student needs must drive preparation programs. School boards, teacher preparation institutions, and the state must cooperate to ensure teachers obtain the knowledge and skills they need to teach to ensure all children can learn. Educators should be prepared to effectively teach the wide variety of students in lowa classrooms. All lowa educators must have the appropriate licensure, endorsements and accreditation from the board of educational examiners.

PERSONNEL EVALUATION

School employees must be accountable for raising student achievement. An objective evaluation of all employees, performed on a regular basis, benefits the employee and the community and assists students in obtaining a quality education. IASB supports the right of school boards to exercise their authority to set standards of performance and establish rules of conduct for all employees.

Administrators or their designees must have the authority and resources to evaluate personnel whom they supervise.

EMPLOYEE RELATIONS AND COLLECTIVE BARGAINING

Labor and employment laws should balance the rights of the employees with the rights of management, with an emphasis on student achievement and student safety. Positive labor relations enhance the ability of employees and school boards to work together for improved student achievement. Ideally, collective bargaining should end in a voluntary settlement between parties.

School boards should be guaranteed sufficient management rights necessary to operate the school district efficiently and effectively. Labor and employment laws should balance the rights of the employees with the rights of management, with an emphasis on student achievement and student safety.

The results of collective bargaining should be to:

- Advance excellence and equity in public education with the outcome of improved student achievement for all.
- Reflect sound research and proven best practices with a demonstrated positive impact on improving student achievement.
- Promote accountability by all for improved student outcomes.
- Include a regular evaluation of the impact of changes on student achievement.
- Preserve the constitutionally protected due process rights of school boards.
- Promote safe, healthy, effective, and respectful work environments for students and staff.

BENEFITS

It is important to establish employee benefits necessary to attract and retain qualified employees. Benefits paid and contribution rates should maintain the actuarial soundness and affordability of employee benefit programs.

Unemployment compensation benefits should be reserved for those who experience sudden and unexpected job loss. It should not be extended between academic terms to employees who have contracts for less than 12 months or who have reasonable assurance of continued employment.

Substitute employees should not be eligible for unemployment compensation.

School district employees whose employment is terminated because of a reduction or realignment of staff, or for other reasons that would qualify them for unemployment compensation benefits, should be eligible to receive such benefits on the same basis as employees in private sector employment.

DEPARTMENT OF EDUCATION

A State Board of Education, made up of laypersons, determines and adopts necessary rules and regulations for the proper enforcement and execution of the provisions of school laws, and adopts and prescribes standards for carrying out the provisions of the school laws. The State Board of Education must seek advice and counsel from a broad range of citizens and educational organizations in the formulation of rules and policies.

The Department of Education (DE) plays a significant role in facilitating school improvement efforts and supporting school districts, area education agencies and community colleges.

The DE should cooperate with IASB, area education agencies, community colleges, the federal government and state to streamline requests for information.

The DE should consider other student achievement measures, such as value-added or growth measures, for all students, in defining and negotiating the lowa plan for school district compliance with federal requirements.

By its very nature, the DE is a state regulatory agency; however, Congress and the General Assembly should carefully consider the number and size of the regulatory tasks assigned to the DE and financially support the tasks assigned, including the provision of sufficient staff.

AREA EDUCATION AGENCIES

Area education agencies (AEAs) are highly important in helping develop curriculum. AEA assistance to local schools in the areas of emerging technology, professional development and curriculum assessment is of vital importance to assist schools with the mandates of the federal Every Student Succeeds Act.

AEAs are established to provide school districts with specified services in special education, media, and other educational areas. Apart from special education, the Legislature and the Department of Education must not require these agencies to perform services that are regulatory in nature.

AEAs must retain their primary function as support agencies for local school districts, including developing and delivering services and programs to support local school improvement plans.

School improvement is a key strategy to meeting economic, political, and societal needs. AEAs can assist public schools with career development and transitions to facilitate business/community collaborations offering further opportunities for students.

The governance structure of AEAs must continue to be tied closely to PK-12 public school districts with students who receive the benefits of AEA services. AEAs should not be merged with community colleges. Directors of PK-12 school boards should continue to elect AEA directors.

AEAs should be assured of equitable, consistent, and timely funding and receive adequate funding for mandated programs and services.

COMMUNITY COLLEGES

Community colleges are an integral part of public education and are strong partners with Pre-K-12 schools in the delivery of career and technical education and of enhanced educational offerings at the high school level through concurrent enrollment. As such, they must be funded by both state and local sources in a consistent and equitable manner.

FEDERAL GOVERNMENT

Generally, IASB opposes a centralization of decision making on local and state educational issues in the federal bureaucracy and the United States Congress. Iowa citizens have the ability and desire to make decisions affecting the education of their young people. IASB urges Congress, the President of the United States and the U.S. Department of Education to support local control of school districts, continue the commitment to local flexibility, and reward local efforts to improve student achievement. If the federal government decides to intervene in state and local education policy, any mandated changes, particularly those taking energy and focus away from real comprehensive school improvement and student achievement, must be fully funded by federal dollars without a shift from other education resources.

lowa schools should receive the federal commitment to help with the cost of educating students with special education needs combined with the federal support equal to other states, based on student needs, to maintain our level of educational excellence. The federal government should not impose intrusive or unnecessarily restrictive or prescriptive laws governing our community schools.



2025 Legislative Resolutions

1. We believe that literacy is the building block for student achievement and student success.

STUDENT ACHIEVEMENT

lowa students benefit from rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college, trade school, military service, or to enter the workforce. We support state policies to:

- Provide technical assistance for school districts to fully implement the Iowa Content Standards
 which define what students should know and be able to do in math, science, literacy, social
 studies, and durable skills.
- Support adoption of curriculum content standards by the Department of Education with stakeholder input rather than through the legislative process
- Ensure research-based professional development that provides educators with training, support and time to work together.
- Support intensive, high-quality tutoring to improve student literacy and math proficiency.
- Continue evidenced-based literacy materials to help improve student achievement.
- Expand programming for career and technical education and apprenticeships.
- Ensure assessments are aligned to high expectations, improve and align instruction, and quality professional development.
- Support curriculum decisions made by locally elected school boards.
- Allow a consideration process that engages stakeholders, the Department of Education, and the state board of education in new graduation requirements.
- Provide full access to technology and online learning through infrastructure investments, including:
 - Provide incentives to expand service with a priority on those areas with access to the slowest speeds.
 - Guarantee minimum download and upload speeds as a condition to receive grant funding or other financial incentives.

PRESCHOOL

Research demonstrates that children who take part in early childhood education are more likely to succeed in school. We support state policies to:

Ensure all school districts have the capacity to serve all 4- and 5-year-olds.

- Provide resources for districts to provide services such as full-day programming, transportation and wraparound care.
- Provide support and resources to support behavioral and educational services for preschool-aged students.
- Cooperate and coordinate with community partners to ensure all 4-year-olds have access to quality preschool programming including accredited nonpublic schools, Head Start, Shared Visions and other qualified providers.

EARLY LITERACY

Early literacy programs are the building block for future student achievement. To achieve the goal of all students meeting literacy expectations by the end of third grade, we support state policies to:

- Enhance development and research on best practices for improving proficiency in early literacy strategies.
- Increase support for professional development and classroom intervention strategies focused on implementing best practices for early literacy in grades PK-3.
- Continue to focus on programs funded by the early intervention block grant program
 with flexibility to use those funds for other PK-3 literacy programs if approved by the
 school board.

ENGLISH LEARNERS

The demographics of lowa students are ever-changing, and an increasing number of our students do not speak English as a first language. We support state policies that ensure success for these students with the expansion of programming for English-learners (EL) until the students reach proficiency.

AREA EDUCATION AGENCIES

Area education agencies (AEAs) provide essential services to PK-12 students. To accomplish this, we support the following:

- No fee for service for special education.
- Maintain the levy that generates funding for education and media services, 60% of which remains with the school district.
- Define a standard set of core services to be provided by the AEAs using 40% of the

2. We believe that a high-quality teacher workforce is necessary for student achievement.

TEACHER RECRUITMENT AND LICENSURE

A highly skilled teacher workforce is essential to student achievement and can be supported by state policies that:

- Ensure high-quality teacher preparation programs, including alternative licensure programs that include in-classroom experiences, pedagogy training, content knowledge in curricular area and mentoring for individuals with non-traditional or international education backgrounds.
- Encourage initiatives and programs that diversify lowa's teaching profession to better match our student demographic makeup.
- Support increased funding and more equitable distribution for the Teach Iowa Scholar loan repayment program.
- Create programs for student teaching grants and stipends and expand teacher apprenticeship programs to make education careers a more attractive and affordable option.
- Create a program to provide beginning teacher incentives and recruitment incentives to attract high-quality teachers.
- Create reciprocity agreements with other states that have high-quality teacher preparation programs to increase diversity among certified teachers and administrators.

TEACHER PROFESSIONAL DEVELOPMENT AND RETENTION

- Developing effective teachers and keeping them in every lowa school district is crucial to student success and can be supported through state policies that:
- Provide teacher leadership and quality professional development programs.
- Provide beginning teacher mentoring programs.
- Maintain lowa's teacher leadership and compensation program
- Create a program to fund retention incentives to maintain a high-quality teacher workforce.
- Allow flexibility and resources to pay school staff market competitive wages.

3. We believe that expanded opportunities through public schools will provide students with diverse and engaging educational experiences.

PUBLIC SCHOOL INNOVATION

Students and their families benefit most when their public school district has the authority and capacity to innovate. We support state policies that:

- Invest in magnet and innovation schools; expand flexible program offerings; and allow greater partnerships among schools and community organizations.
- Establish or continue use of accredited online schools or classes.
- Continue collaboration between public and nonpublic schools, provided that no funds are redirected to private schools at the expense of public schools.

• Ensure flexibility to implement these programs without regulatory burdens.

4. We believe that student, educator, and staff mental health needs must be addressed and supported to improve student achievement, reduce dropout rates, and maintain a high-quality workforce.

DROPOUT/AT RISK

School boards strive to provide every student with the services they need to remain in school, progress, and graduate to become productive citizens. We support state policies to:

- Include dropout prevention and funding for at-risk students in the foundation formula and the socio-economic status as a factor in determining a student's at-risk status.
- Equalize the ability of all districts to generate dropout prevention funds.
- Increase district participation in statewide programs that serve at-risk students.

MENTAL HEALTH

Mental health issues are increasing and impacting student achievement. To address these concerns, we support state policies that would establish comprehensive school and community mental health systems to offer preventative and treatment services to:

- Increase access to mental health professionals via in-school, in-person, or telehealth visits
- Expand the capacity for therapeutic classrooms to provide short-term solutions to behavioral issues.
- Improve awareness and understanding of child emotional and mental health needs through ongoing teacher, administrator, and support staff training.
- Integrate suicide prevention and coping skills into existing curriculum.
- Support the mental health needs of educators and staff.
- Provide a comprehensive mental health resources clearinghouse for schools and community providers.
- Expand training that includes a referral plan for continuing action provided by mental health professionals outside of the school district.
- Designate a categorical funding stream for mental health professionals serving students and ongoing teacher, administrator, and support staff mental health training.
- Support development of a mental health workforce to provide services to children.

ABSENTEEISM

Attendance at school is essential for students to succeed, but chronic absenteeism has steadily increased. We support reasonable and appropriate state policies that address and improve attendance across grade levels, including:

- Locally-elected school boards should have the authority to identify chronic absenteeism that has the potential to, or already is, negatively impacting student achievement.
- School boards shall collaborate with the appropriate school staff, outside experts and county attorneys to address those problems, including determining appropriate and consistent supports and enforcement for students who are deemed chronically absent or truant.
- Providing resources for school districts to address attendance issues early through collaboration with parents, early intervention and dedicated staff.

5. Iowa school boards are elected by our communities to oversee public schools. Working closely with parents, communities, and educators, our locally elected school boards are in the best position to determine the needs of their communities and students.

LOCAL ACCOUNTABILITY AND DECISION-MAKING

Locally elected school board members are closely connected to students, their families, and the communities in which they live, and are in the best position to understand student needs and identify effective solutions. Restrictive limitations on decision-making authority inhibit innovation, efficiency, and the ability of school boards to make locally based decisions about student achievement.

Local accountability and decision making include:

- Student Achievement: As locally elected officials, school boards should have the ability to set priorities, customize programming, and maximize community strengths to improve outcomes for all students;
- Accountability & Reporting: Data collection for state accountability should enhance the ability of school boards to focus on student learning and school improvement. IASB supports streamlining state-level reporting on management operations and eliminating duplicative or inefficient reporting processes;
- Funding flexibility: School boards should have the ability to maximize existing resources to meet local needs;
- Transparency: School boards should have flexibility to provide public access to records in ways that promote transparency for citizens while balancing the cost to taxpayers; and
- Flexibility on Health and Safety Measures: School boards should have the ability to make decisions, in partnership with local officials, regarding the health and safety needs of students, staff, families and the community.

In order for school boards and school administration to successfully implement new legislative or regulatory requirements, the Department of Education must provide sufficient guidance

within reasonable timelines. Any legislation that imposes new requirements on school districts shall require the Department of Education to issue guidance promptly or provide a waiver process if that guidance is not received.

Local school boards maintain the ability to implement policy on student cellphone and mobile device usage based on district needs.

PARENT AND FAMILY ENGAGEMENT

Parents and/or guardians and families are an integral part of a student's education, and the partnership between schools and families is essential to students' success in the classroom. We support policies that encourage:

- Meaningful, two-way communication between parents and/or guardians and school districts, including teachers, administrators, and school boards.
- Parent and/or guardian and family engagement through inclusion in decision-making and on advisory committees.
- Parents and/or guardians to be partners in their children's education.

SHARING AND REORGANIZATION

Many school boards face the difficult task of providing educational opportunities to every student because of declining enrollment. Rural districts rely on sharing and reorganization incentives to provide a world-class education to their students. We support state policies that will:

- Continue sufficient incentives and assistance to encourage sharing or reorganization between school districts.
- Reinstate reorganization incentives to provide financial incentive for districts to enter into reorganization agreements.
- Expand maximum supplementary weighting and increase the number of positions eligible for operational sharing incentives.

6. We believe schools must be open and welcoming to all students, and fully accountable and transparent to receive taxpayer dollars.

PRIVATE SCHOOL CHOICE

Accredited private schools who accept education savings account funds should-be required to accept all students regardless of race, religion, gender, gender identity, sexual orientation, socio-economic status, and disability. Accredited private schools who accept education savings account funds should be held to the same standard as public schools regarding accountability and transparency. This includes but is not limited to the following:

Make public the annual audit of the accredited private school

- Adhere to the same reporting requirements on student achievement as is required of public schools
- Reimburse the pro-rated amount of educational savings account funds for a student who is expelled or voluntarily withdraws before the semester ends.

We support the following:

- Elimination of the tuition and textbook tax credit for those who receive an education savings account;
- Limiting the amount a student may receive from a school tuition organization grant to the difference between the educational savings account tuition payment and the actual tuition.
- The closure of educational savings accounts and all unspent deposited funds returned to the state's general fund for eligible students who did not enroll in an accredited private school.
- Eliminate state funding for the purchase of textbooks by accredited private schools.
- Requiring that a nonpublic school must be in operation for at least one school year and provides either:
 - A letter from a certified public accountant that the school is insured and has sufficient capital or credit to operate in the upcoming school year OR
 - A surety bond or letter of credit to be filed with the lowa department of education that the school in the amount equal to the funds needed for the upcoming school year.
- Payment to the AEAs for services provided to students at nonpublic schools.

We oppose state policies that establish educational savings accounts, vouchers or any other program that uses taxpayer dollars to fund private schools.

We oppose state policies that provide direct payment of taxpayer funds to private schools, parents, or for home school education.

We oppose state policies that increase tax credits or deductions directed toward private schools or home school education.

We oppose state policies that provide educational savings accounts to a nonpublic school not accredited by the state or an independent accrediting body approved by the Department of Education.

We oppose state policies that expand the state's educational savings account program to students who are receiving competent private instruction or independent private instruction.

HOME SCHOOL EDUCATION

Parents and guardians have school choice in many forms, including through home school education. We support state policies that:

- Continuing Home School Assistance Programs (HSAP) provided by public schools to help home-schooled students achieve success.
- Require registration of all home-schooled students with their district of residence to facilitate participation in HSAP.

7. We believe supplemental state aid is a critical component in student success by providing districts with adequate general fund resources.

SUPPLEMENTAL STATE AID

The school aid formula is the biggest driver in providing resources for a high-quality education that translates to a successful future for our students and economic growth in our state. A school's general fund supports a high-quality teacher workforce, critical for student achievement. We support state policies on supplemental state aid rate that:

- Sufficiently supports the ability of local districts to meet parent and community expectations and provide a world-class education for all students.
- Provides the resources to recruit and retain a high-quality teacher and staff workforce.
- Incorporates inflation and cost-of-living increases to minimize the negative impact on a district's general fund from these increased costs.

SCHOOL FUNDING POLICY

Schools and school boards have a longstanding commitment to provide students with the programs and services they need to be successful. We support state policies on public school funding that:

- Sufficiently supports the ability of local districts to meet parent and community expectations and provides a world class education to all students.
- Equalize per-pupil funding for all program areas.
- Equitably funds all Area Education Agencies (AEAs).
- Maintain the funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts.
- Include factors based on changes in demographics, including socio-economic status, remedial programming, and enrollment challenges.
- Reflect actual costs for special education services.
- Support flexibility in the use of voter and board-approved special levy funds.
- Incorporate categorical funding in the formula within three years.
- Include a mix of state aid and property taxes.
- Increase the budget guarantee to 103% to provide additional stability to support student achievement for districts with declining enrollment.

PROPERTY TAXES

A strong connection between school districts and the community is important to ensure local accountability. Property taxes provide a stable form of financial support for public schools. We support state policies that:

- Ensure efforts to minimize property tax disparities created by the additional levy rate without compromising additional resources to school districts.
- Maintain the ability of districts to determine discretionary levies
- Improve transparency and limits on the use of Tax Increment Financing (TIF) including:
 - Input from all affected taxing bodies before creation of a TIF district; and
 - A limit on the duration of all TIF districts.

We oppose any limitation on the rate of growth of the total property tax rate and property tax collections for school districts.

TAX BASE

A stable and growing tax base is essential to ensure sufficient funding to school districts to support a world class education for all students. We oppose a constitutional amendment that would limit taxes, spending, or local control impacting education. We support state policies to:

- Conduct a non-partisan annual review and analysis of all current income, sales, or property tax exemptions and any other tax credits or deductions currently, including an analysis of the impact on lowa's economy and state and local tax revenues.
- Conduct a non-partisan cost-benefit analysis, including the impact on lowa's economy and state and local tax revenues prior to the creation of a new tax credit.
- Eliminate any tax credits that are proven ineffective.
- Limit the authority to approve any tax law changes that restrict future tax bases or provide additional tax breaks to the legislature.
- Ensure transparency of current tax laws and proposed tax law changes on the direct and indirect impact on public school funding.

BOND ISSUES

Local community investment in world-class education facilities is an important part of providing the best opportunities for student achievement. We support state policies to:

- Allow school bond issues to be passed by a simple majority vote.
- Provide the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness.
- Clarify that revenue bonds do not count toward a 5% statutory debt limit.
- Allow bond issues to be on the ballot during any special election date.

UNFUNDED MANDATES

Mandates on school districts that are imposed without funding put pressure on the school's general fund budget and can negatively impact efforts to provide a high-quality education for

all students. We oppose any mandate that does not provide adequate and direct funding for successful implementation.

SPECIAL EDUCATION

All students deserve a world-class education, regardless of disability. To ensure the success of students receiving special education services, we support policies that will:

- Ensure predictable and timely state funding reflective of these students' actual cost and needs, including educational programming and healthcare.
- Support federal funding that covers 40% of the cost of educating students receiving special education services through the Individuals with Disabilities Education Act (IDEA).
- Modernize and fully fund IDEA by emphasizing improved outcomes for students with disabilities.

8. We believe that every student deserves to learn, and every staff member deserves to work, in a safe and secure environment.

SCHOOL SAFETY

Every student and staff member should have a safe and secure environment in which to learn and work. We support state policies to:

- Expand resources and evidence-based training for staff and adults working with students to address behavioral issues.
- Provide early identification, intervention, and school violence prevention programs.
- Enhance flexibility for schools to work with parents, the community, law enforcement and emergency personnel to institute safety measures in and around schools.
- Provide evidence-based school safety training for students and staff.
- Allow maximum flexibility and equitable distribution of resources to meet student, staff and building safety needs.
- Protect school staff from physical or verbal abuse from parents and/or guardians and students.

Policy Recommendations for Board Approval – July 7, 2025

The following policies were reviewed by the Policy Committee on May 1, 22, 27, and June 10, and are being submitted for first reading.

| Policy # | Policy Title | | |
|----------|-------------------------------------------------------------|--|--|
| 104.1 | Equal Educational Opportunity | | |
| 104.1-R | Equal Educational Opportunity Regulation | | |
| 104.1-E1 | Annual Notice of Nondiscrimination | | |
| 104.1-E2 | Continuous Notice of Nondiscrimination | | |
| 104.1-E3 | Discrimination Complaint Form | | |
| 104.1-E4 | Discrimination Witness Disclosure Form | | |
| 104.1-E5 | Discrimination Disposition of Complaint Form | | |
| 104.2-E | Notice of Section 504 Student/Parental Rights | | |
| 302.1 | Superintendent: Role, Recruitment, and Appointment | | |
| 303.1 | Administrator: Qualifications, Recruitment, and Appointment | | |
| 400.1 | Educational and Employment Equity | | |
| 400.1-E | Equity Complaint Form | | |
| 400.3 | Personnel Qualifications, Recruitment, Selection | | |
| 401.1 | Code of Professional Conduct and Ethics | | |
| 403.33 | Affirmative Action | | |
| 600.2 | Objectives of the Education Program | | |
| 602.27-R | Selection of Instructional Materials Regulation | | |
| 605.7 | Multicultural/Gender-Fair Education | | |



Policy 104.1
Equal Educational Opportunity

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 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 does not to discriminate in accordance with applicable federal and/or state laws on the basis of race, color, national origin, sex, physical or mental ability or disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, socioeconomic status (for programs), physical attributes, genetic information, ancestry, political party preference, political belief, military status, 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 district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Further, the 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 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 district property or on property within the jurisdiction of the 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 district.

Board policy refers to the term "parents" in many policies. The term "parents" for purposes of the Linn-Mar Community School District 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 board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the district to subscribe to all

applicable federal and state laws, executive orders, rules, and regulations pertaining to bullying/harassment, contract 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.

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 Equal Employment/Nondiscrimination Coordinators by writing to:

<u>Equity Equal Employment/Nondiscrimination Coordinator/Title IX Coordinator/Affirmative Action Coordinator:</u>

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

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

<u>Special Education/Student Services Equity Nondiscrimination Coordinator:</u>

<u>Melissa Frick Anne Faber</u>, Executive Director of Student Services

319-730-3663 / <u>melissa.frick@Linnmar.k12.ia.us</u> anne.faber@Linnmar.k12.ia.us

Address: 3556 Winslow Road, Marion, IA 52302

Fax: 319-403-8008

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 VII Office of Civil Rights, US Department of Education, John C. Kluczynski Federal Building, 230 S Dearborn Street, 37th Floor, Chicago, IL 60604 / 312-730-1560 / Fax 312-730-1576 / OCR.Chicago@ed.gov / the lowa Civil Rights Commission, 6200 Park Avenue, Suite 100, Des Moines, IA 50321-1270 / https://icrc.iowa.gov / 515-281-4121; or the lowa Department of Education, Grimes State Office Building, 400 E 14th Street, 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 at 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; 3/23

Revised: 9/10; 4/13; 7/17; 10/17; 11/18; 6/20; 2/21; 10/23; 9/24

Related Policy: 104.1-R; 104.1-E1-E5; 400.1

Legal Reference (Code of Iowa): §§ 216.6; 216.9; 256.11; 280.3; 281 IAC 12 IASB Reference: 102

Mandatory Policy



Policy 104.1-R

Regulations Regarding Equal Educational Opportunity Grievances Procedures

It is the policy of the Linn-Mar Community School District not to discriminate in accordance with applicable federal and/or state laws on the basis of race, color, national origin, sex, physical or mental ability or disability, religion, creed, age (for employment), marital status (for programs) sexual orientation, gender identity, socioeconomic status (for programs), physical attributes, genetic information, ancestry, political party preference, political belief, military status, pregnancy, or familial status in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact:

Equity Equal Employment/Nondiscrimination Coordinator/Title IX Coordinator/Affirmative Action Coordinator:

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

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

Special Education/Student Services Equity Nondiscrimination Coordinator: Melissa Frick Anne Faber, Executive Director of Student Services 319-730-3663 / melissa.frick@Linnmar.k12.ia.us anne.faber@Linnmar.k12.ia.us

Address: 3556 Winslow Road, Marion, IA 52302

Fax: 319-403-8008

Students, parents of students, employees, volunteers, and applicants for employment in the district have the right to file a formal complaint alleging discrimination. The district has policies and procedures in place to identify and investigate complaints alleging discrimination. This policy and procedures are to be used for complaints of discrimination, in lieu of any other general complaint policies or procedures that may be available. If appropriate, the district will take steps to prevent the recurrence of discrimination and to correct its discriminatory effects on the complainant and others.

A complainant may attempt to resolve the problem informally by discussing the matter with a building principal or a direct supervisor. However, the complainant has the right to end the informal process at any time and pursue the formal grievance procedures outlined below. Use of the informal or formal grievance procedures is not a prerequisite to the pursuit of other remedies. Please note

that informal processes and procedures are not to be used in certain circumstances (Example: sexual harassment and sexual assault).

LEVEL ONE: (Informal and Optional – May be bypassed by the complainant) FILING A COMPLAINT

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

An applicant for employment with a complaint of discrimination based upon their race, color, national origin, sex, physical or mental ability or disability, religion, creed, age (for employment), marital status (for programs) sexual orientation, gender identity, socioeconomic status (for programs), physical attributes, genetic information, ancestry, political party preference, political belief, military status, pregnancy, or familial status are encouraged to first discuss it with the Chief Officer of Human Resources. This paragraph is for employees and marital status isn't a protected class for employees.

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

LEVEL TWO: FILING A GRIEVANCE AND INVESTIGATION

Filing a Grievance: If the complaint is not resolved at Level One and the complainant wishes to pursue a grievance, they may formalize it by filing a complaint in writing with the district's equity coordinators. A complainant who wishes to avail himself/herself of this grievance procedure may do so by filing a complaint with the Equal Employment/Nondiscrimination Coordinator. An alternate investigator will be designated in the event it is claimed that the equity Equal Employment/Nondiscrimination Coordinator or superintendent committed the alleged discrimination or some other conflict of interest exists.

The complainant will provide a written statement of the nature of the grievance and the remedy requested. The filing of the formal, written complaint at Level Two must be within 15 working days from the date of the event giving rise to the

grievance or from the date the complainant could reasonably become aware of such occurrence. Complaints shall be filed within 15 calendar days of the event giving rise to the complaint or from the date the complainant could reasonably become aware of such occurrence. The complainant will state the nature of the complaint and the remedy requested. The Equal Employment/ Nondiscrimination Coordinator shall assist the complainant as needed.

The complainant may request that a meeting concerning the grievance be held with the equity coordinators. The complainant will be given the opportunity to present witnesses and other relevant information. A minor student may be accompanied at the meeting by a parent or guardian. The equity coordinators shall assist the complainant as needed.

LEVEL TWO: INVESTIGATION

Within 15 working days, the Equity Equal Employment/ Nondiscrimination Coordinator will begin the investigation of the complaint or appoint a qualified person to undertake the investigation (hereinafter "Equal Employment/ Nondiscrimination Coordinator) and attempt to resolve it. If the complainant is under 18 years of age, the Equal Employment/Nondiscrimination Coordinator shall notify his or her parents/guardians that they may attend investigatory meetings in which the complainant is involved. The grievance complaint and identity of the complainant, respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. The investigation may include but is not limited to the following:

- a. A request for the complainant to provide a written statement regarding the nature of the complaint;
- b. A request for the individual named in the grievance complaint to provide a written statement;
- c. A request for the witnesses identified during the course of the investigation to provide a written statement;
- d. Interviews of the complainant, respondent, or witnesses;
- e. An opportunity to present witnesses or other relevant information; and
- f. Review and collection of documentation or information deemed relevant to the investigation.

Within 30 working days, the Equity Equal Employment/Nondiscrimination Coordinators shall complete the investigation and issue a report with respect to the findings.

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

LEVEL THREE: DECISION AND APPEAL TO THE SUPERINTENDENT

The Equity Equal Employment/Nondiscrimination Coordinator shall notify the complainant and respondent of the decision within 5 working days of completing the written report. Notification shall be by U.S. mail, first class.

LEVEL THREE: DECISION AND APPEAL

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

The complainant may request a meeting with the superintendent. The superintendent may also request a meeting with the complainant to discuss the appeal. The complaint is closed after the Equal Employment/Nondiscrimination Coordinator has issued the report, unless within 10 working days after receiving the decision, either party appeals the decision to the superintendent by making a written request detailing why he/she believes the decision should be reconsidered. The Equal Employment/Nondiscrimination Coordinator shall promptly forward all materials relative to the complaint and appeal to the superintendent. Within 30 working days the superintendent shall affirm, reverse, or amend the decision or direct the Equity Equal Employment/Nondiscrimination Coordinator to gather additional information. The superintendent shall notify the complainant, respondent, and the Equity Equal Employment/Nondiscrimination Coordinator within 5 working days of the decision. Notification shall be by U.S. mail, first class.

The decision of the superintendent shall be final.

LEVEL FOUR: APPEAL TO THE SCHOOL BOARD

If the complainant is not satisfied with the superintendent's decision, they can file a written appeal with the school board president within 5 days of the superintendent's decision detailing why they believe the decision should be reconsidered. It is within the discretion of the school board to determine whether it will hear the appeal.

The decision of the superintendent in no way prejudices a party from seeking redress through state or federal agencies as provided by in law.

This policy and procedures are to be used for complaints of discrimination, in lieu of any other general complaint policies or procedures that may be available.

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

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

Adopted: 9/10

Revised: 10/11; 9/16; 3/23 Revised: 4/13; 5/14; 7/17; 10/17; 11/18; 6/20; 10/23; 9/24

> Related Policy: 104.1; 104.1-E1-E5 IASB Reference: 102-R(1)



Policy 104.1-E1 Annual Notice of Nondiscrimination

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

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

It is the policy of the Linn-Mar Community School District not to discriminate in accordance with applicable federal and/or state laws on the basis of race, color, national origin, sex, physical or mental ability or disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, socioeconomic status (for programs), physical attributes, genetic information, ancestry, political party preference, political belief, military status, pregnancy, or familial status in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact the district's Equity Equal Employment/ Nondiscrimination Coordinators.

Equity Equal Employment/Nondiscrimination Coordinator/Title IX Coordinator/Affirmative Action Coordinator:

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

Equity Nondiscrimination Coordinator:

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

<u>Special Education/Student Services Equity Nondiscrimination Coordinator:</u>

<u>Melissa Frick Anne Faber</u>, Executive Director of Student Services

319-730-3663 / <u>melissa.frick@Linnmar.k12.ia.us</u> anne.faber@Linnmar.k12.ia.us

Address: 3556 Winslow Road, Marion, IA 52302

Fax: 319-403-8008

Adopted: 10/17 Reviewed: 5/14; 9/16; 3/23

Revised: 7/17; 10/17; 11/18; 6/20; 10/23; 9/24 Related Policy: 104.1; 104.1-R; 104.1-E2-E5

IASB Reference: 102-E(1)



Policy 104.1-E2
Continuous Notice of Nondiscrimination

It is the policy of the Linn-Mar Community School District not to discriminate in accordance with applicable federal and/or state laws on the basis of race, color, national origin, sex, physical or mental ability or disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, socioeconomic status (for programs), physical attributes, genetic information, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact the district's equity Equal Employment/Nondiscrimination Coordinators.

<u>Equity Equal Employment/Nondiscrimination Coordinator/Title IX Coordinator/Affirmative Action Coordinator</u>:

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

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

Special Education/Student Services Equity Nondiscrimination Coordinator: Melissa Frick Anne Faber, Executive Director of Student Services 319-730-3663 / melissa.frick@Linnmar.k12.ia.us anne.faber@Linnmar.k12.ia.us

Address: 3556 Winslow Road, Marion, IA 52302

Fax: 319-403-8008

Adopted: 10/17 Reviewed: 3/23

Revised: 11/18; 6/20; 10/23; 9/24

Related Policy: 104.1; 104.1-R; 104.1-E1, E3-E6

IASB Reference: 102-E(2)



Policy 104.1-E3
Discrimination Complaint Form

| Are you filling out this form for yourself or someone else? (Please identify the individual in you are submitting this form on behalf of someone else): Who or what entity do you believe discriminated against you (or someone else)? | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|------------------------------|---------------------------|--|--|--|
| | | | | | | |
| N | ames of Witnesses: | | | | | |
| | ature of alleged discriminatio ws: (Check all that apply) | n in accordance with applica | able federal and/or state | | | |
| Ť | Age | Marital Status | Other – Please specify | | | |
| | Color | Sex | below: | | | |
| | Creed | Sexual Orientation | | | | |
| | National Origin/Ethnic | Gender Identity | | | | |
| | Background/Ancestry | | | | | |
| | Race | Political Party Preference | | | | |
| | Religion | Political Beliefs | | | | |
| | Ancestry | Socioeconomic Status | | | | |
| | Physical Attributes | Familial Status | _ | | | |
| | Genetic Information Physical/Mental Ability or Disability | Pregnancy Military Status | | | | |
| | the space below, please des | scribe what happened and w | | | | |
| at | tach additional pages, if nec | essary. | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| I agree that all the information on this form knowledge. | is accurate and true to the best of my |
|----------------------------------------------------------|----------------------------------------|
| Complainant's Signature: | Date: |
| | |

Return this completed form to:

<u>Equity Equal Employment/Nondiscrimination Coordinator/Title IX Coordinator/Affirmative Action Coordinator:</u>

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

Equity Nondiscrimination Coordinator:
Nathan Wear, Associate Superintendent

319-447-3028 / nathan.wear@Linnmar.k12.ia.us

Special Education/Student Services Equity Nondiscrimination Coordinator: Melissa Frick Anne Faber, Executive Director of Student Services 319-730-3663 / melissa.frick@Linnmar.k12.ia.us anne.faber@Linnmar.k12.ia.us

Address: 3556 Winslow Road, Marion, IA 52302

Fax: 319-403-8008

Adopted: 10/17 Reviewed: 3/23 Revised: 6/20; 10/23; 9/24

Related Policy: 104.1; 104.1-R; 104.1-E1-E2, E4-E5

IASB Reference: 102-E(4)

Policy Series 100 – School District Equal Educational Opportunity, Nondiscrimination, and Section 504 Compliance



Policy 104.1-E4
Discrimination Witness Disclosure Form

| Name of Witness: | | |
|--------------------------------------------|---------------------------------|-------------------------|
| Date of Interview: | | |
| Date of Initial Complaint: | | |
| Name of Complainant (Include | whether the complainant is | a student or employee): |
| Date and Place of Alleged Inci | | |
| laws: (Check all that apply) Age | Marital Status | Other – Please specify |
| Color | Sex | below: |
| Creed | Sexual Orientation | |
| National Origin/Ethnic Background/Ancestry | Gender Identity | |
| Race | Political Party Preference | |
| Religion | Political Beliefs | 7 |
| Ancestry | Socioeconomic Status | |
| Physical Attributes | Familial Status | |
| Genetic Information | Pregnancy | |
| Physical/Mental Ability or Disability | Military Status | |
| Description of incident witnesse | ed (Attach additional sheet, if | needed): |
| | | |
| | | |
| | | |
| | | |
| | | |

| Additional Pertinent Information (Attach additional sheet, if needed): | | |
|------------------------------------------------------------------------|---------------------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| agree that all the information on this t knowledge. | form is accurate and true to the best of my | |
| Nitness' Signature: | Date: | |
| | | |

Return this completed form to:

Equity Equal Employment/Nondiscrimination Coordinator/Title IX Coordinator/Affirmative Action Coordinator:

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

Equity Nondiscrimination Coordinator:
Nathan Wear, Associate Superintendent

319-447-3028 / nathan.wear@Linnmar.k12.ia.us

Special Education/Student Services Equity Nondiscrimination Coordinator: Melissa Frick Anne Faber, Executive Director of Student Services 319-730-3663 / melissa.frick@Linnmar.k12.ia.us anne.faber@Linnmar.k12.ia.us

Address: 3556 Winslow Road, Marion, IA 52302

Fax: 319-403-8008

Adopted: 10/17 Reviewed: 3/23 Revised: 6/20; 10/23; 9/24

Related Policy: 104.1; 104.1-R; 104.1-E1-E3; E5

IASB Reference: 102-E(5)

Policy Series 100 – School District Equal Educational Opportunity, Nondiscrimination, and Section 504 Compliance



| Policy 104.1-E5 Discrimination Disposition of Complaint Form | | | | | |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------|--|--|--|
| Today's Date: | | | | | |
| Name of Complainant (inclu | Name of Complainant (include whether the complainant is a student or employee): | | | | |
| Date of Initial Complaint: | | | | | |
| Date and Place of Alleged In | ncident: | | | | |
| Name of Respondent (Includ volunteer): Nature of alleged discrimina | e whether the respondent is c | a student, employee, or | | | |
| laws: (Check all that apply) Age | Marital Status | Other – Please specify below: | | | |
| Color | Sex | Thouse specify below. | | | |
| Creed | Sexual Orientation | - | | | |
| National Origin/Ethnic Background/Ancestry | Gender Identity | | | | |
| Race | Political Party Preference | | | | |
| Religion | Political Beliefs | | | | |
| Ancestry | Socioeconomic Status | | | | |
| Physical Attributes | Familial Status | | | | |
| Genetic Information | Pregnancy | | | | |
| Physical/Mental Ability or Disability | Military Status | | | | |
| Summary of Investigation: | | | | | |
| | | | | | |
| I agree that all the information knowledge. | on on this form is accurate and | d true to the best of my | | | |
| Equity Equal Employment/No | ondiscrimination Coordinator's | s Signature: | | | |
| | | Date: | | | |

Adopted: 10/17 Reviewed: 3/23

Revised: 6/20

Related Policy: 104.1; 104.1-R; 104.1-E1-E4

Policy Series 100 – School District Equal Educational Opportunity, Nondiscrimination, and Section 504 Compliance



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

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

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

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

It is the policy of the Linn-Mar Community School District not to discriminate in accordance with applicable federal and/or state laws on the basis of race, color, national origin, sex, physical or mental ability or disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, socioeconomic status (for programs), physical attributes, genetic information, ancestry, political party preference, political belief, military status,

pregnancy, or familial status in its educational programs and its employment practices.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact the district's Section 504 coordinator:

Section 504 Coordinator:

Megan Brunscheen Associate Director of Student Services

Address: 3556 Winslow Road, Marion, IA 52302

Phone: 319-447-3359 Fax: 319-403-8002

Email: megan.brunscheen@Linnmar.k12.ia.us

Adopted: 11/08

Reviewed: 10/11; 4/13; 5/14; 9/16; 3/23

Revised: 6/20; 10/23; 9/24

Related Policy: 104.1; 104.1-R; 104.1.E1-E5; 104.2

IASB Reference: 102-E(3)

Policy Series 300 – Administration Superintendent



Policy 302.1

Superintendent: Role Qualifications, Recruitment, Appointment

The school board will employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the district, and to implement board policy with the power and duties prescribed by the board and law.

The board will consider applicants that meet or exceed the standards set by the lowa Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the board will consider the qualifications, credentials, and records of the applicants in accordance with applicable federal and/or state laws without regard to race, color, creed, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental ability or disability, marital status, attributes, genetic information, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill, and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the board will also consider the district's educational philosophy, financial situation, organizational structure, education programs, and other factors deemed relevant by the board.

The board may contract for assistance in the search for a superintendent.

Adopted: 8/14

Reviewed: 12/16; 11/19; 3/23

Related Policy: 300.1; 301.1; 302.2-302.6; 304.1

Legal Reference (Code of lowa): §§ 21.5(1)(i); 35C; 216; 279.8, .20; 281 IAC 12.4(4)

IASB Reference: 302.01

Mandatory Policy

Policy Series 300 – Administration Administrative Employees



Policy 303.1 Administrator Qualifications, Recruitment, Appointment

The board will employ building principals, and other administrators, and managers in addition to the superintendent, to assist in the daily operations of the district.

The board will consider applicants who meet or exceed the standards set by the lowa Department of Education and the qualifications established in the job descriptions for the position. In employing an administrator or manager, the board will consider the qualifications, credentials, and records of the applicants in accordance with applicable federal and/or state laws without regard to race, color, creed, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental ability or disability, marital status, physical attributes, genetic information, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill, and demonstrated competence of qualified applicants in making its final decision.

In approving the selection of choosing an administrator or manager, the board will also consider the district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It is the responsibility of the superintendent to make a recommendation to the board for filling an administrative or managerial position, based on the requirements stated in this policy. The board will act only on the superintendent's recommendation.

The board may contract for assistance in the search for administrators or managers.

Adopted: 8/14

Reviewed: 12/16; 11/19; 3/23

Related Policy: 300.1; 301.1; 303.2-6; 304.1

Legal Reference (Code of Iowa): §§ 279.8, .21; 281 IAC 12.4

IASB Reference: 303.02

Mandatory Policy

Policy Series 400 – Staff/Personnel Employment, Equity, Opportunity, and Qualifications



Policy 400.1

Educational and Employment Equity Equal Employment Opportunity

The Linn-Mar Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity (EEO) and affirmative action (AA) laws, directives, and regulations of federal, state, and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The district will take affirmative action in major job categories where women, men, minorities, and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an Affirmative Action Equal Employment Coordinator. The Affirmative Action Equal Employment Coordinator will have the responsibility of drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years.

The district will provide a workplace that fosters respect and appreciation for the cultural diversity found in our country; an awareness of the rights, duties, and responsibilities of each individual as a member of a pluralistic society; and reduce stereotyping and bias on the basis of race, color, creed, sex, national origin, religion, age, sexual orientation, gender identity, physical or mental ability or disability, marital status, physical attributes, genetic information, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status.

Individuals who file an application with the district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants in accordance with applicable federal and/or state laws without regard to race, color, creed, sex, national origin, religion, age, sexual orientation, gender identity, physical or mental ability or disability, marital status, physical attributes, genetic information, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status. In keeping with the law, the board will consider the veteran status of applicants.

Prior to final offer of employment, the district will perform the background checks required by law. Based upon the results of the background checks, the

district will determine whether an offer will be extended. If the candidate is a teacher who has an initial license from the Board of Educational Examiners (BOEE), then the requirement for a background check is waived. The district will perform repeat background checks on the applicable employees as required by law.

Advertisements and notices for vacancies within the district will contain the following statement: "The Linn-Mar Community School District is an EEO/AA employer." The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Linn-Mar Equity Equal Employment Coordinator and/or Affirmative Action Coordinator by writing to:

Linn-Mar Community School District Equity Equal Employment Coordinators

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

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

Affirmative Action Coordinator

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

Address: 3556 Winslow Road, Marion IA 52302

Fax: 319-403-8008

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and/or affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to:

Equal Employment Opportunity Commissions

Milwaukee Area Office - Reuss Federal Plaza 310 West Wisconsin Avenue, Suite 800 Milwaukee, WI 53203-2292 800-669-4000 or TTY 800-669-6820

Website: http://www.eeoc.gov/field/milwaukee/index.cfm

Iowa Civil Rights Commission

400 E 14th Street 6200 Park Avenue, Suite 100

Des Moines, IA 50319-1004 50321-1270

515-281-4121 or 800-457-4116

Website: http://www.state.ia.us/government/crc/index.html

https://icrc.iowa.gov/

This inquiry or complaint to the federal 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 office and the administrative office in each attendance center.

Adopted: 7/81

Reviewed: 12/11; 2/14; 9/14; 12/16; 4/23

Revised: 1/11; 4/13; 11/18; 4/20; 10/23; 2/24; 9/24

Related Policy: 400.1-E; 401.1; 403.11

Legal Reference (Code of Iowa): §§ 19B; 20; 35C; 73; 216; 279.8; 281 IAC 12.4; 95; HF672

IASB Reference: 401.01

Mandatory Policy

Policy Series 400 – Staff/Personnel Employment, Equity, Opportunity, and Qualifications



Policy 400.1-E Equity Complaint Form

| Distribution of | of Form: (E quity Equal | Employment Coordinat | for) | |
|-----------------|------------------------------------|-------------------------------------|--------------------|------------|
| Name of Co | mplainant: | | | |
| Building: | | | | |
| | | | | |
| Date Violation | on Occurred: | | | |
| | | Optional) | | |
| Parties Prese | ent at Level I Meeting | : | | |
| Nature of Co | omplaint: | | | |
| | | | | |
| | Signature | | Date | |
| | Address/City | | | |
| | Phone | | | |
| Disposition c | of Chief Officer of Hun | nan Resources/ Equity Ec | qual Employment Co | ordinator: |
| | | | | |

| Signature of Chief Officer of HR/ Equity Equal Employment Coordinator | Date: |
|----------------------------------------------------------------------------------|-------|
| | |
| Chief Officer of HR/Equity Equal Employment Coordinator's Disposition | |
| (Accepted or Rejected): | |
| | |
| | |
| | |
| | |
| Signature of Complainant Date | |
| Disposition of Superintendent: | |
| | |
| | |
| | |
| | |
| | |
| Signature of Superintendent Date | |

Policy Series 400 – Staff/Personnel Employment Equity, Equal Opportunity, and Qualifications



Policy 400.3 Personnel Qualifications, Recruitment, Selection

Persons interested in a position, other than administrative positions which will be employed in accordance with board policies in *Series 300-Administration*, will have an opportunity to apply and qualify for positions in the district in accordance with applicable laws and school district policies regarding equal employment. without regard to race, color, creed, sex, national origin, religion, age, sexual orientation, gender identity, physical or mental ability or disability, marital status, physical attributes, genetic information, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, familial status, or any other classification that is protected in accordance with the applicable equal employment opportunity and affirmative action laws, directives, and regulations of federal, state, and local aoverning bodies.

Job applicants for positions will be considered on the basis of the following qualifications:

- 1. Training, experience, and skill;
- 2. Nature of the occupation;
- 3. Demonstrated competence; and
- 4. Possession of, or ability to obtain, state or other license or certificate, if required for the position.

All job openings will be submitted to the lowa Workforce Development Department of Education for posting on lowaWORKS.gov Teachlowa.gov, the online state job posting system. Additional announcements of the positions may occur in a manner which the superintendent [or superintendent's designee] believes will inform potential applicants about the positions.

Applications for employment may be obtained and completed online using the district's employment website, or applicants may contact the office of Human Resources for assistance in completing an online application.

Administrators will follow district hiring practices to fill positions in their work area and will make recommendations to the superintendent or superintendent's designee concerning a person's employment and possible assignment. Whenever possible, the preliminary screening of applicants will be conducted by the administrator/supervisor who will be directly supervising and overseeing the person being hired.

The board will employ licensed and unlicensed employees after receiving a recommendation from the superintendent. The superintendent, however, will have the authority to employ:

- 1. Classified personnel upon the recommendation of the Chief Human Resources Officer; and
- 2. Licensed personnel on a temporary basis based on the recommendation of the Chief Human Resources Officer, until action can be taken by the board on the position.

The superintendent or superintendent's designee will follow the requirements stated in the bargained agreement between employees in that collective bargaining unit and the board regarding qualifications, recruitment, and selection of such employees.

Adopted: 6/70

Reviewed: 1/11; 2/14; 9/14; 12/16; 4/20; 4/23

Revised: 2/10; 12/11; 4/13; 4/16; 9/16; 8/24

Related Policy: 302.4; 303.1; 400.1-E

Legal Reference (Code of Iowa): §§ 20; 35C; 84A.6(4)(b); 216;

256.27; 279.13; 281 IAC 12; 282 IAC 14 IASB Reference: 405.02; 411.02

Mandatory Policy

Policy Series 400 – Staff/Personnel Licensed Personnel



Policy 401.1 Code of Professional Conduct and Ethics

CHAPTER 25

282 - 25.1(272) Scope of Standards:

This code of professional conduct and ethics constitutes mandatory minimum standards of practice for all licensed practitioners as defined in Iowa Code, Chapter 272. The adherence to certain professional and ethical standards is essential to maintaining the integrity of the education profession.

282 - 25.2(272) Definitions: (Except where otherwise specifically defined by law)

- a. "Administrative and Supervisory Personnel" means any licensed employee such as superintendent, associate superintendent, assistant superintendent, principal, associate principal, assistant principal, or other person who does not have as a primary duty the instruction of pupils in the schools.
- b. "Board" means the Iowa Board of Educational Examiners (BOEE).
- c. "Discipline" means the process of sanctioning a license, certificate, or authorization issued by the board.
- d. "Ethics" means a set of principles governing the conduct of all persons governed by these rules.
- e. "Fraud" means knowingly providing false information or representations on an application for licensure or employment, or knowingly providing false information or representations made in connection with the discharge of duties.
- f. "License" means any license, certificate, or authorization granted by the board.
- g. "Licensee" means any person holding a license, certificate, or authorization granted by the board.
- h. "Practitioner" means an administrator, teacher, or other licensed professional, including an individual who holds a statement of professional recognition, who provides educational assistance to students.
- i. "Responsibility" means a duty for which a person is accountable by virtue of licensure.
- j. "Right" means a power, privilege, or immunity secured to a person by law.
- k. "Student" means a person, regardless of age, enrolled in a pre-kindergarten through grade 12 school, who is receiving direct or indirect assistance from a person licensed by the board.
- I. "Teacher" means any person engaged in the instructional program for prekindergarten through grade 12 students, including a person engaged in teaching, administration, and supervision, and who is required by law to be licensed for the position held. [ARC 7979B, IAB 7/29/09, effective 9/2/09].

282 - 25.3(272) Standards of Professional Conduct and Ethics:

Licensees are required to abide by all federal, state, and local laws applicable to the fulfillment of professional obligations. Violation of federal, state, or local laws in the fulfillment of professional obligations constitutes unprofessional and unethical conduct which can result in disciplinary action by the board. In addition, it is hereby deemed unprofessional and unethical for any licensee to violate any of the following standards of professional conduct and ethics:

25.3(1) Standard I: Conviction of crimes, sexual or other immoral conduct with or toward a student, and/or child and dependent adult abuse. Violation of this standard includes:

- a. Fraud: Means the same as defined in Rule 282 25.2(272).
- b. Criminal Convictions: The commission of or conviction for a criminal offense as defined by lowa law provided that the offense is relevant to or affects teaching or administrative performance.
 - I. Disqualifying Criminal Convictions. The board will deny an application for licensure and will revoke a previously issued license if the applicant or licensee has, on or after July 1, 2002, been convicted of, has pled guilty to, or has been found guilty of the following criminal offenses regardless of whether the judgment of conviction or sentence was deferred:
 - Any of the following forcible felonies included in lowa Code section 702.11: child endangerment, assault, murder, sexual abuse, or kidnapping;
 - 2. Any of the following criminal, sexual offenses as provided in Iowa Code chapter 709 involving a child:
 - First-, second-, or third-degree sexual abuse committed on or with a person who is under the age of 18;
 - Lascivious acts with a child;
 - Assault with intent to commit sexual abuse;
 - Indecent contact with a child;
 - Sexual exploitation by a counselor;
 - Lascivious conduct with a minor;
 - Sexual exploitation by a school employee;
 - Enticing a mind under lowa Code section 710.10; or
 - Human trafficking under Iowa Code section 710A.2;
 - 3. Incest involving a child as prohibited by Iowa Code section 726.2;
 - 4. Dissemination and exhibition of obscene material to minors as prohibited by Iowa Code Section 728.2;
 - 5. Telephone dissemination of obscene material to minors as prohibited by Iowa Code section 728.15;
 - 6. Any offense specified in the laws of another jurisdiction or any offense that may be prosecuted in a federal, military, or foreign court, that is comparable to an offense listed in subparagraph 25.3(1)"b"(1); or
 - 7. Any offense under prior laws of this state or another jurisdiction or any offense under prior law that was prosecuted in a federal, military, or foreign court that is comparable to an offense listed in subparagraph 25.3(1)"b"(1).
 - II. Other criminal convictions and founded child abuse. In determining whether a person should be denied a license or whether a licensee should be disciplined based upon any other criminal conviction including a conviction for an offense listed in 25.3(1)"b"(1) which occurred before July 1, 2002 or a founded report of abuse of a child, the board shall consider:
 - 1. The nature and seriousness of the crime or founded abuse in relation to the position sought;
 - 2. The time elapsed since the crime or founded abuse was committed;
 - 3. The degree of rehabilitation which has taken place since the crime or founded abuse was committed;

- 4. The likelihood that the person will commit the same crime or abuse again;
- 5. The number of criminal convictions or founded abuses committed; and
- 6. Such additional factors as may in a particular case demonstrate mitigating circumstances or heightened risk to public safety.
- c. Sexual Involvement or Indecent Contact with a Student. Includes but is not limited to the following acts, whether consensual or nonconsensual: fondling or touching the inner thigh, groin, buttocks, anus, or breasts of a student; permitting or causing to fondle or touch the practitioner's inner thigh, groin, buttocks, anus, or breasts; or the commission of any sex act as defined in lowa Code section 702.17.
- d. Sexual Exploitation of a Minor. The commission of or any conviction for an offense prohibited by Iowa Code section 728.12, Iowa Code chapter 709, or 18 USC Section 2252A(a)(5)(B).
- e. Student Abuse. Licensees will maintain professional relationships with all students both inside and outside the classroom. The following acts or behaviors constitute unethical conduct without regard to the existence of a criminal charge or conviction:
 - Committing any act of physical abuse of a student;
 - II. Committing any act of dependent adult abuse on a dependent adult student;
 - III. Committing or soliciting any sexual or otherwise indecent act with a student or any minor;
 - IV. Soliciting, encouraging, or consummating a romantic or otherwise inappropriate relationship with a student;
 - V. Furnishing alcohol or illegal or unauthorized drugs or drug paraphernalia to any student or knowingly allowing a student to consume alcohol or illegal or unauthorized drugs in the presence of the licensee;
 - VI. Failing to report any suspected act of child or dependent adult abuse as required by state law; or
 - VII. Committing or soliciting any sexual conduct as defined in Iowa Code section 709.15(3)"b" or soliciting, encouraging, or consummating a romantic relationship with any person who was a student within 90 days prior to any conduct alleged in the complaint, if that person was taught by the practitioner or was supervised by the practitioner in any school activity when that person was a student.

25.3(2) Standard II: Alcohol or Drug Abuse. Violation of this standard includes:

- a. Being on school premises or at a school-sponsored activity involving students while under the influence of, possessing, using, or consuming illegal or unauthorized drugs or abusing legal drugs.
- b. Being on school premises or at a school-sponsored activity involving students while under the influence of, possessing, using, or consuming alcohol.

25.3(3) Standard III: *Misrepresentation/Falsification of Information.* Violation of this standard includes:

a. Falsifying or deliberately misrepresenting or omitting material information regarding professional qualifications, criminal history, college credits, staff development credits, degrees, academic awards, or employment history when applying for employment or licensure.

- b. Falsifying or deliberately misrepresenting or omitting material information regarding compliance reports submitted to federal, state, and other governmental agencies.
- c. Falsifying or deliberately misrepresenting or omitting material information submitted in the course of an official inquiry or investigation.
- d. Falsifying any records or information submitted to the board in compliance with the license renewal requirements imposed under 282-Chapter 20.
- e. Falsifying or deliberately misrepresenting or omitting material information regarding the evaluation of students or personnel including improper administration of any standardized tests including, but not limited to, changing test answers, providing test answers, copying or teaching identified test items, or using inappropriate accommodations or modifications for such tests.

25.3(4) Standard IV: Misuse of Public Funds and Property. Violation of this standard includes:

- a. Failing to account properly for funds collected that were entrusted to the practitioner in an educational context.
- b. Converting public property or funds to the personal use of the practitioner.
- c. Submitting fraudulent requests for reimbursement of expenses or for pay.
- d. Combining public or school-related funds with personal funds.
- e. Failing to use time or funds granted for the purpose for which they were intended.

25.3(5) Standard V: Violations of Contractual Obligations. Violation of this standard includes:

- 1. Asking a practitioner to sign a written professional employment contract before the practitioner has been unconditionally released from a current contract, unless the practitioner provided notice to the practitioner's employing board as set forth in subparagraph 25.3(5)"b"(2).
- 2. Abandoning a written professional employment contract without prior unconditional release by the employer.
- 3. As an employer, executing a written professional employment contract with a practitioner which requires the performance of duties that the practitioner is not legally qualified to perform.
- 4. As a practitioner, executing a written professional employment contract which requires the performance of duties that the practitioner is not legally qualified to perform.
 - a. In addressing complaints based upon contractual obligations, the board will consider factors beyond the practitioner's control. For purposed of enforcement of this standard, a practitioner will not be found to have abandoned an existing contract if:
 - 1. The practitioner obtained a release from the employing board before discontinuing services under the contract; or
 - 2. The practitioner provided notice to the employing board no later than the latest of the following dates:
 - The practitioner's last workday of the school year;
 - The date set for return of the contract as specified in statue; or
 - June 30th.

25.3(6) Standard VI: Unethical Practice Toward Other Members of the Profession, Parents, Students, and the Community. Violation of this standard includes:

a. Denying the student, without just cause, access to varying points of view.

- b. Deliberately suppressing or distorting subject matter for which the educator bears responsibility.
- c. Failing to make reasonable effort to protect the health and safety of the student or creating conditions harmful to student learning.
- d. Conducting professional business in such a way that the practitioner repeatedly exposes students or other practitioners to unnecessary embarrassment or disparagement.
- e. Engaging in any act of illegal discrimination or otherwise denying a student or practitioner participation in the benefits of any program in accordance with applicable federal and/or state laws on the grounds of race, creed, color, religion, age, sex, sexual orientation, gender identity, disability, marital status, or national origin.
- f. Soliciting students or parents of students to purchase equipment, supplies, or services from the practitioner for the practitioner's personal advantage.
- g. Accepting gifts from vendors or potential vendors where there may be the appearance of or an actual conflict of interest.
- h. Intentionally disclosing confidential information including but not limited to unauthorized sharing of information concerning student academic or disciplinary records, health and medical information, assessment or testing results, or family income. Licensees will comply with state and federal laws and local school board policies relating to the confidentiality of student records unless disclosure is required or permitted by law.
- i. Refusing to participate in a professional inquiry when requested by the board.
- j. Aiding, assisting, or abetting an unlicensed person in the completion of acts for which licensure is required.
- k. Failing to self-report to the board within 60 days any founded child abuse report or any conviction for a criminal offense listed in 25.3(1)"b"(1) which requires revocation of the practitioner's license.
- I. Delegating tasks to unqualified personnel.
- m. Failing to comply with federal, state, and local laws applicable to the fulfillment of professional obligations.
- n. Allowing another person to use one's practitioner license for any purpose.
- o. Performing services beyond the authorized scope of practice for which the individual is licensed or prepared or performing services without holding a valid license.
- p. Falsifying, forging, or altering a license issued by the board.
- q. Failure of the practitioner holding a contract under lowa Code section 279.13 to disclose to the school official responsible for determining assignments a teaching assignment for which the practitioner is not properly licensed.
- r. Failure of a school official responsible for assigning licensed practitioners holding contracts under lowa Code section 279.13 to adjust an assignment if the practitioner discloses to the official that the practitioner is not properly licensed for an assignment.
- s. Failure of an administrator to protect the safety of staff and students.
- t. Failure of an administrator to meet mandatory reporter obligations.
- u. Refusal of the practitioner to implement provisions of an Individualized Education Plan (IEP) or Behavioral Intervention Plan (BIP).
- v. Habitual nonparticipation in professional development by the practitioner.

25.3(7) Standard VII: Compliance with State Law Regarding Obligations to State or Local Governments, Child Support Obligations, and Board Orders. Violations of this standard includes:

- a. Failing to comply with 282-Chapter 8 concerning payment of debts to state or local governments.
- b. Failing to comply with 282-Chapter 10 concerning child support obligations.
- c. Failing to comply with a board order.

25.3(8) Standard VIII: *Incompetence.* Violation of this standard includes but is not limited to:

- a. Willfully or repeatedly departing from or failing to conform to the minimum standards of acceptable and prevailing educational practice in the State of lowa.
- b. Willfully or repeatedly failing to practice with reasonable skill and safety.

Adopted: 4/16 Reviewed: 4/20

Revised: 9/16; 12/19; 4/23 IASB Reference: 404.R(1)

Policy Series 400 – Staff/Personnel All Employees



Policy 403.33 Affirmative Action

The Linn-Mar Community School District is committed to identifying and eliminating past and present effects of discrimination in employment including policies and practices that pose barriers to equal employment opportunity.

To achieve equal opportunity the district recognizes the need to take affirmative action to identify classifications with under-representation of minorities, members of diverse racial/ethnic groups, females, and persons with disabilities; to set goals and timetables for increasing the employment of under-represented groups; and to develop an Affirmative Action Plan for implementing those reasonable goals through outreach, recruitment, training, and other special activities and commitments.

The Affirmative Action Plan helps enable the district to:

- Employ the most qualified person for the position;
- Fully utilize the available talent pool;
- Be fair and just;
- Provide diverse role models for students and better prepare students for living and working in diverse communities and for success in a global economy;
- Reduce stereotypes;
- Increase credibility with all stakeholders; and
- Encourage and support economic development and entice investment in lowa.

The Linn-Mar Community School District Affirmative Action Plan will be distributed annually to each covered location. Staff will be provided periodic professional development regarding their responsibilities for implementation of the Affirmative Action Plan. A report shall be given to the Board of Directors annually.

Inquiries regarding compliance with equal educational or employment opportunities and/or affirmative action should be directed to the Linn-Mar Equity Coordinators and/or Affirmative Action Coordinator Equal Employment Coordinator and the Nondiscrimination Coordinators who have been designated by the district to coordinate the district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, § 504, and Iowa Code § 280.3 (2007).

- Equity, Affirmative Action, Equal Employment/Nondiscrimination Coordinator and Title IX Coordinator:
 - Karla Christian, Chief Human Resources officer 319-447-3036 / kchristian@Linnmar.k12.ia.us

• Equity Nondiscrimination Coordinator:

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

Address: 3556 Winslow Road, Marion IA 52302

Fax: 319-403-8008

Inquiries may also be directed in writing to the following:

Equal Employment Opportunity Commissions
 Milwaukee Area Office
 Reuss Federal Plaza
 310 W Wisconsin Avenue, Suite 800
 Milwaukee WI 53203-2292
 800-669-4400 or TTY 800-669-6820
 http://www.eeoc.gov/field/milwaukee/index.cfm

 Iowa Civil Rights Commission 6200 Park Avenue, Suite 100 Des Moines IA 50321-1270 515-281-4121 or 800-457-4416 https://icrc.iowa.gov/

Adopted: 2/09

Reviewed: 1/11; 12/11; 4/13; 2/14; 9/14; 8/17; 6/20; 4/23

Revised: 10/23; 9/24

Policy Series 600 – Education Program Goals & Objectives of the Education Program



Policy 600.2 Objectives of the Education Program

The board's objective in the design, content, and delivery of the education program is to provide an equal opportunity for students to pursue an education free of discrimination in accordance with applicable federal and/or state laws on the basis of race, creed, color, sex, national origin, marital status, religion, sexual orientation, gender identity, or disability.

In providing the education program of the district, the board will strive to meet its overall goal of providing the students an opportunity to develop a healthy social, intellectual, emotional, and physical self-concept in a learning environment that provides guidance and encourages critical thinking in students.

In striving to meet this overall goal, the objectives of the education program are to provide students with an opportunity to:

- a. Acquire basic skills in obtaining information, solving problems, thinking critically, and communicating effectively;
- b. Become effective and responsible contributors to the decision-making processes of the social and political institutions of the community, state, and nation;
- c. Acquire entry-level job skills and knowledge necessary for further education;
- d. Acquire the capacities for satisfying and responsible roles as family members;
- e. Acquire knowledge, habits, and attitudes that promote personal and public health, both physical and mental;
- f. Acquire an understanding of ethical principles and values and the ability to apply them to their own lives;
- g. Develop an understanding of their own worth, abilities, potential, and limitations; and
- h. Learn and enjoy the process of learning and acquire the skills necessary for a lifetime of continuous learning and adaptation to change.

An advisory committee of representatives from the community and district will be is appointed by the superintendent [or designee] to make recommendations for the goals and objectives of the education program. in alignment with the Strategic Plan. These objectives will directly align with the written, taught, and assessed curriculum by all district personnel. The board will report to the community regarding progress toward the achievement of the objectives of the educational program on an annual basis. Annually, the board will receive the committee's suggestions regarding progress toward achievement of the goals and objectives of the education program.

Adopted: 6/70 Reviewed: 10/11; 4/13; 5/14; 9/16; 2/21

> Revised: 9/10; 6/20; 2/24 Related Policy: 600.1 IASB Reference: 600, Option I

Policy Series 600 – Education Program Basic Instructional Program



Policy 602.27-R Selection of Instructional Materials Regulation

RESPONSIBILITY FOR SELECTION OF INSTRUCTIONAL MATERIALS

- A. The board is responsible for materials relating to the district's instructional program.
- B. The responsibility for the selection of instructional materials is delegated to the professionally trained and licensed employees of the school system.
- C. While selection of materials may involve many people including administrators, teachers, teacher-librarians, parents, and community members, the responsibility for coordinating the selection of most instructional materials and making the recommendation for the purchase rests with licensed employees.
- D. Responsibility for coordinating the selection of instructional materials for distribution to classes will rest with the licensed employees, administrators, and superintendent.
- E. If the superintendent appoints an ad hoc committee to make recommendations on the selection of instructional materials, the ad hoc committee is formed and appointed in compliance with Policy 203.8.
 - 1. The superintendent [or designee] will inform the committee of their role and responsibilities in the process.
 - 2. The following, or similar, statement is to be given to the ad hoc committee members:

Bear in mind the principles of the freedom to learn and to read and base your decisions on these broad principles rather than on defense of individual materials. Freedom of inquiry is vital to education in a democracy.

Study thoroughly all materials referred to you and read available reviews. The general acceptance of the materials should be checked by consulting standard evaluation aids and local holdings in other schools.

Passages or parts should not be pulled out of context. The values and faults should be weighed against each other, and the opinions based on the material as a whole.

In the event material is challenged, your report, presenting both majority and minority opinions, will be presented by the principal to the complainant at the conclusion of our discussion of the questioned materials.

MATERIALS SELECTED FOR USE IN LIBRARIES AND CLASSROOMS WILL MEET THE FOLLOWING GUIDELINES:

A. Religion: Materials will represent any religions in a factual, unbiased manner. The primary source material of religions is considered appropriate, but material which advocates rather than informs or is designed to sway reader judgment regarding religion will not be included in school libraries or classrooms.

- B. Racism: Materials will present a diversity of race, custom, culture, and belief as a positive aspect of the nation's and world's heritage and give candid treatment to unresolved intercultural problems, including those which involve prejudice, discrimination, and the undesirable consequences of withholding rights, freedom, or respect of an individual. Required materials will comply with all applicable laws.
- C. Sexism: Materials will reflect sensitivity to the needs, rights, traits, and aspirations of individuals without preference or bias. Required materials will comply with all applicable laws.
- D. Age: Materials will recognize the diverse contributions of various age groups and portray the continuing contributions of maturing members of society.
- E. Ideology: Materials will present basic primary and factual information on an ideology or philosophy of government which exerts or has exerted a strong force, either favorably or unfavorably, over civilization or society, past or present. The materials will not be selected with the intention to sway reader judgment and is related to the maturity level of the intended audience.
- F. Profanity and Sex: Material complies with all applicable laws and is subjected to a test of literary merit and reality by the teacher-librarians and licensed employees who will take into consideration their reading of public and community standards of morality.
- G. Materials regarding controversial issues will be directed toward maintaining a balanced collection representing various views.

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

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

PROCEDURES FOR SELECTION

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

- 1. The materials selected will support stated objectives and goals of the district. Specifically, the goals are:
 - a. To acquire materials and provide service consistent with the demands of the curriculum;
 - To develop student skills and resourcefulness in the use of libraries and learning resources;
 - c. To effectively guide and counsel students in the selection and use of materials and libraries;
 - d. To foster wide range of significant interests in students;
 - e. To provide opportunities for aesthetic experiences and development of an appreciation of the fine arts;
 - f. To provide materials to motivate students to examine their own attitudes and behaviors and comprehend their own duties and responsibilities as citizens in a pluralistic democracy;
 - g. To encourage life-long education through the use of the library; and

- h. To work cooperatively and constructively with the instructional staff and administrators in the schools and district.
- 2. Materials selected are consistent with stated principles of selection which are:
 - a. To select materials within established standards which will meet the goals and objectives of the district;
 - b. To consider the educational characteristics of the community in the selection of materials within a given category;
 - c. To present the racial, religious, and ethnic groups in the community by:
 - 1. Portraying people, adults and children, whatever their ethnic, religious, or social class identity, as human and recognizable, displaying a familiar range of emotions, both negative and positive.
 - 2. Placing no constraints on individual aspirations and opportunity.
 - 3. Giving comprehensive, accurate, and balanced representation to minority groups and women in art, science, history, literature, and in all other fields of life and culture;
 - 4. Providing abundant recognition of minority groups and women by frequently showing them in positions of leadership and authority;
 - d. To intelligently, quickly, and effectively anticipate and meet needs through awareness of subjects of local, national, and international interest and significance; and
 - e. To strive for impartiality in the selection process.
- 3. Materials selected will meet stated selection criteria which are:
 - a. Authority/Author's Qualifications: Education, experience, and previously published works;
 - b. Reliability:
 - 1. Accuracy: Meaningful organization and emphasis on content, meets the material's goals and objectives, and presents authoritative and realistic factual material.
 - 2. Current: Presentation of content which is consistent with the finding of recent and authoritative research.
 - c. Treatment of Subject: Shows an objective reflection for the multi-ethnic character and cultural diversity of society.
 - d. Language:
 - 1. Vocabulary:
 - a. Does not indicate bias by the use of words which may result in negative value judgments about groups of people; and
 - b. Does not use "man" or similar limiting word usage in generalizations or ambiguities which may cause others to feel excluded or dehumanized.
 - 2. Compatible to the reading level range of the students for whom it is intended.
 - e. Format:
 - 1. Books:
 - a. Adequate and accurate index;
 - b. Paper of good quality and color;
 - c. Print adequate and well-spaced;
 - d. Adequate margins;
 - e. Firmly bound; and
 - f. Cost.
 - 2. Non-Books:
 - a. Flexibility and adaptability;

- b. Curricular orientation of significant interest to students;
- c. Appropriate for audience;
- d. Accurate, authoritative presentation;
- e. Good production qualities (fidelity, aesthetically adequate);
- f. Durability; and
- g. Cost.
- 3. Illustrations of Books and Non-Book Materials:
 - Depicts instances of fully integrated groupings and settings to indicate equal status and non-segregated social relationships;
 - b. Makes clearly apparent the identity of minorities;
 - c. Contains pertinent and effective illustrations; and
 - d. Flexible to enable teachers to use parts at a time and not follow a comprehensive instructional program based on a rigid frame of reference.
- f. Special Features:
 - 1. Bibliographies
 - 2. Glossary
 - 3. Current charts, maps, etc.
 - 4. Visual aids
 - 5. Index
 - 6. Special activities to stimulate and challenge students
 - 7. Provides a variety of learning activities, strategies, and skill development that can be anchored on standards for learning.
- g. Potential Use Considerations:
 - 1. Will it meet the requirements of reference work?
 - 2. Will it help students with personal problems and adjustments?
 - 3. Will it serve as a source of information for teachers and librarians?
 - 4. Does it offer an understanding of cultures other than the student's own and is it free, in accordance with applicable federal and/or state laws of racial, religious, age, disability, ethnic, gender identity, and sexual stereotypes?
 - 5. Will it expand students' sphere of understanding and help them to understand the ideas and beliefs of others?
 - 6. Will it help students and teachers keep abreast of and understand current events?
 - 7. Will it foster and develop hobbies and special interests?
 - 8. Will it help develop aesthetic tastes and appreciation?
 - 9. Will it serve the needs of students with special needs?
 - 10. Does it inspire learning?
 - 11. Is it relevant to the subject?
 - 12. Will it stimulate a student's interest?
- 4. Gifts of library or instructional materials may be accepted if the gifts meet existing criteria for library and instructional materials. The acceptance and placement of such gifts is within the discretion of the superintendent [or designee].
- 5. In order to provide a current, highly usable collection of materials, teacher-librarians will ensure constant and continuing renewal of the collection, not only the addition of up-to-date materials, but by the judicious elimination of materials which no longer meet district needs or are being used. The process of weeding instructional materials will be done according to established and accepted

standards for determining the relevance and value of materials in a given context.

Adopted: 12/73 Reviewed: 6/11; 5/12; 9/13; 1/18; 2/21; 2/24

Revised: 4/15; 3/23; 8/23

Related Policy: 602.10-13; 602.27 IASB Reference: 605.01-R(1)

Policy Series 600 – Education Program Student Progress



Policy 605.7 Multicultural/Gender-Fair Education

Students will have an equal opportunity for a quality education without discrimination in accordance with applicable federal and/or state laws regardless of their race, religion, creed, color, sex, marital status, national origin, sexual orientation, gender identity, or disability.

The education program is free of discrimination and provides equal opportunity for the students. The education program will foster knowledge of and respect and appreciation for the historical and contemporary contributions of diverse cultural groups, as well as men and women, to society. Special emphasis is placed on Asian-Americans, African-Americans, Hispanic-Americans, American Indians, European-Americans, and persons with disabilities. It will also reflect the wide variety of roles open to men and women and provide equal opportunity to both sexes.

Adopted: 4/99

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

Revised: 1/10; 10/13; 2/24 Related Policy: 103.1; 600.1

Legal Reference (Code of Iowa): §§ 216.9; 256.11; 281 IAC 12.5(8)

IASB Reference: 603.04 Mandatory Policy



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BOARD OF DIRECTORS MINUTES JUNE 9, 2025

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100: CALL TO ORDER & DETERMINATION OF A QUORUM

The meeting of the Linn-Mar Board of Directors was called to order at 5:00 PM in the boardroom of the Educational Leadership Center (3556 Winslow Rd, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Mansoor, Morey, Thomas, Walker, and Lowe Lancaster. Administration present: Kortemeyer, Galbraith, Ramos, Wear, Christian, Nelson, and Frick.

200: ADOPTION OF AGENDA - *Motion 167-06-09*

MOTION by Mansoor to approve the agenda as presented. Second by Thomas. Voice vote, all ayes. Motion carried.

300: AUDIENCE COMMUNICATIONS

(SPG #1-Community Engagement)

- 1. Kat Power, Teacher, Policy Revisions
- 2. Jerry Oakland, Resident, Policy Revisions
- 3. Anna Miglia, Parent, National Honor Society
- 4. Lenora Gehrls, Staff Member, Policy Revisions
- 5. Circe Stumbo, Resident, Policy Revisions
- 6. Marissa Grace, Parent, Policy Revisions
- 7. Ana Clymer, Parent, Policy Revisions
- 8. Gretchen Lawyer, Resident, Policy Revisions
- 9. Joe Stutler, Resident, Policy Revisions

400: MISSION MOMENT

(SPG #1-Community Engagement / BG #2.e-Student Learning)

No comments were received.

500: INFORMATIONAL REPORTS

501: Teaching & Learning Report (SPG #2-Learning Excellence / BG #2a&C-Student Learning) Nathan Wear, Associate Superintendent & Chief Academic Officer, reported on district curriculum including information on Edmentum Apex Learning; Vector OSHA training for CTE credentialing; handwriting, health, and math curriculum; Renaissance FastBridge; and the Open SciEd grant.

502: LMHS School Counselors Advisory Report

(BG #2.b-Student Learning)

President Lowe Lancaster reported that during the May 14th meeting of the LMHS School Counselors Advisory information was shared on the progress of their targets for the year, a review of learning platforms, and an overview of Kirkwood college credits.

503: Marion City Council Report (SPG #1-Community Engagement / BG #3.d-District Culture) Director Morey reported that during the May 22nd Marion City Council meeting the Council approved the shared equipment agreement for the Wilkins/Taube Park project and Vice President Buchholz reported that during the June 5th meeting there were no topics that pertained directly to the district.

504: Policy Committee Report – Refer to Exhibit 709.1 (BG #1.c-Visionary Team) Director Thomas reported that during the May 22nd and May 27th Policy Committee meetings several recommendations from the Iowa Association of School Boards were reviewed which will be presented later in the meeting for first reading.

505: Legislative Report

(BG #3.d-District Culture)

Directors Foss reported that the legislative session had closed and reviewed several bills pertaining to education that were moved forward.

<u>506: Superintendent's Report</u> – **Exhibit 506.1** (SPG #1-Community Engagement) Superintendent Kortemeyer shared several district honors and highlights, reviewed ongoing construction projects, shared several upcoming events, and thanked everyone for a great end to the 2024-25 school year.

600: UNFINISHED BUSINESS

601: Approval of Paying Agent/Bond Registrar/Transfer Agent – Exhibit 601.1 **MOTION** by Buchholz to approve the resolution appointing the paying agent, bond registrar, and transfer agent; approving the paying agent, bond registrar, and transfer agent agreement; and authorizing the execution of same regarding the issuance of \$10,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2025. Second by Walker. Roll call vote, all ayes. Motion carried. – **Motion 168-06-09**

602: Approval of Tax Exemption Certificate – Exhibit 602.1 – <u>Motion 169-06-09</u> **MOTION** by Walker that the form of Tax Exemption Certificate regarding the issuance of \$10,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2025, of the Linn-Mar Community School District, State of Iowa, be placed on file and approved. Second by Buchholz. Roll call vote, all ayes. Motion carried.

603: Approval of Continuing Disclosure Certificate – Exhibit 603.1 <u>Motion 170-06-09</u> **MOTION** by Morey that the form of Continuing Disclosure Certificate regarding the issuance of \$10,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2025, of the Linn-Mar Community School District, State of Iowa, be placed on file and approved. Second by Walker. Roll call vote, all ayes. Motion carried.

<u>604: Approval of Resolution Regarding Issuance of Bonds</u> – Exhibit 604.1 <u>Motion 171-06-09</u> **MOTION** by Walker to approve the resolution authorizing and providing for the terms of issuance and securing the payment of \$10,000,000 School Infrastructure Sales, Services, and Tax Revenue Bonds, Series 2025, of the Linn-Mar Community School

District, State of Iowa, under the provisions of Chapter 423F of the Code of Iowa, and providing for a method of payment of said bonds. Second by Morey. Foss requested clarification on the project cost. Morey called point of order. Roll call vote. Ayes: Morey, Thomas, Walker, Buchholz, Mansoor, and Lowe Lancaster. Nays: Foss. Motion carried.

700: NEW BUSINESS

701: Approval of Storm Protection Fund Resolution & Agreement - Exhibits **701.1-2 MOTION** by Buchholz to approve the resolution and Intergovernmental Cooperative Agreement to participate in the Storm Protection Fund, an Iowa Code Chapter 28E entity and Chapter 670 Risk Pool. Second by Morey. Galbraith clarified the purpose of the resolution and agreement. Roll call vote, all ayes. Motion carried. - **Motion 172-06-09**

702: Approval to Set Public Hearing – Motion 173-06-09

MOTION by Morey to set a public hearing for 5:00 PM on Monday, July 7, 2025, in the boardroom of the Educational Leadership Center regarding the plans and specifications for the Linn-Mar Performance Center Orchestra Shell. Second by Buchholz. Foss requested information on the plans/specifications and stakeholder approval. Lowe Lancaster called point of order. Voice vote. Ayes: Buchholz, Mansoor, Lowe Lancaster, Morey, Thomas, and Walker. Nays: Foss. Motion carried.

703: Approval of Handwriting Curriculum – Exhibits 703.1-10 – <u>Motion 174-06-09</u> **MOTION** by Mansoor to approve the purchase of the new Inspiring Aha Moments handwriting curriculum from Zaner-Bloser as presented in Exhibits 703.1-10. Second by Walker. Voice vote, all ayes. Motion carried.

704: Approval of Health Curriculum — Exhibit 704.1 — <u>Motion 175-06-09</u> **MOTION** by Buchholz to approve the purchase of the new Essential Health Skills curriculum from Goodheart-Wilcox Publisher as presented in Exhibit 704.1. Second by Walker. Voice vote, all ayes. Motion carried.

705: Approval of Math Curriculum – Exhibit 705.1 – <u>Motion 176-06-09</u> **MOTION** by Mansoor to approve the renewal and purchase of the Imagine Learning math curriculum as presented in Exhibit 705.1. Second by Buchholz. Concerns were shared about the issues teachers have had with the curriculum. Voice vote. Ayes: Buchholz, Foss, Lowe Lancaster, Mansoor, Thomas, and Walker. Nays: Morey. Motion carried.

706: Approval of Open Enrollment Requests – *Motion 177-06-09* **MOTION** by Thomas to approve the open enrollment requests as presented. Second by Mansoor. Voice vote, all ayes. Motion carried.

| | Student Name | Grade | Resident District |
|----------------|-----------------------|-------|--------------------|
| Annuovad | Backstrom, Kaliyah | K | Marion Independent |
| Approved IN | Cody, Ila | 8 | Cedar Rapids CSD |
| TIA | Jackson, Ludovic | K | Cedar Rapids CSD |
| | Molina Mejia, Natalia | 9 | Cedar Rapids CSD |

707: Approval of FY26 LMEA Agreement - Motion 178-06-09

MOTION by Morey to approve a 2.57% total package increase for the Linn-Mar Education Association for fiscal year 2025-26. Second by Thomas. Voice vote, all ayes. Motion carried.

708: Approval of FY26 Superintendent's Agreement — <u>Motion 179-06-09</u> **MOTION** by Walker to approve a 2.57% total package increase for Superintendent Kortemeyer for fiscal year 2025-26. Second by Buchholz. Thanks were shared with Superintendent Kortemeyer. Voice vote, all ayes. Motion carried.

709: First Reading of Policy Recommendations — Exhibit 709.1 <u>Motion 180-06-09</u> President Lowe Lancaster requested a list of policies that needed to be considered individually for additional edits. Morey requested policies 104.1, 104.1-R, 104.1-E1-E5, 104.2-E, 105.1-E, 302.1, 303.1, 400.1, 400.1-E, 400.3, 401.1, 403.33, 600.2, 602.27-R, 605.7, 505.7, 505.11, 805.2, and 1003.3 be pulled. President Lowe Lancaster clarified that the remaining policies would be voted on for first reading as presented and the pulled policies would receive separate consideration.

MOTION by Buchholz to approve the first reading of the proposed policy recommendations as presented in Exhibit 709.1, excluding policies 104.1, 104.1-R, 104.1-E1-E5, 104.2-E, 105.1-E, 302.1, 303.1, 400.1, 400.1-E, 400.3, 401.1, 403.33, 600.2, 602.27-R, 605.7, 505.7, 505.11, 805.2, and 1003.3. Second by Thomas. Voice vote, all ayes. Motion carried. — *Motion 181-06-09*

Directors Morey, Walker, and Thomas shared concerns about the pulled policies that pertain to the removal of gender identity (104.1, 104.1-R, 104.1-E1-E5, 104.2-E, 105.1-E, 302.1, 303.1, 400.1, 400.1-E, 400.3, 401.1, 403.33, 600.2, 602.27-R, 605.7). President Lowe Lancaster recommended tabling these policies.

MOTION by Morey to table policies 104.1, 104.1-R, 104.1-E1-E5, 104.2-E, 105.1-E, 302.1, 303.1, 400.1, 400.1-E, 400.3, 401.1, 403.33, 600.2, 602.27-R, 605.7. Second by Walker. Voice vote, all ayes. Motion carried. – *Motion 182-06-09*

Director Morey shared additional edits for policies 505.7, 505.11, 805.2, and 1003.3.

MOTION by Buchholz to approve the first reading of policies 505.7, 505.11, 805.2, and 1003.3, to include the Policy Committee's further consideration of the additional edits as discussed. Voice vote. Ayes: Buchholz, Foss, Lowe Lancaster, Mansoor, Thomas, and Walker. Nays: Morey. Motion carried. — *Motion 183-06-09*

800: CONSENT AGENDA - Motion 184-06-09

MOTION by Morey to approve the consent agenda with the removal of Item 804.8 for separate consideration. Second by Buchholz. Congratulations were shared with the retirees. Voice vote, all ayes. Motion carried.

MOTION by Foss to discuss Item 804.8 McComas-Lacina Construction Change Order #8. Second by Mansoor. Voice vote, all ayes. Motion carried. Foss requested additional details on the change order from CFO Galbraith. — *Motion 185-06-09*

MOTION by Buchholz to approve Item 804.8 McComas-Lacina Construction Change Order #8, as presented. Second by Morey. Voice vote, all ayes. Motion carried.

- Motion 186-06-09

801: Personnel

Certified Staff: Assignments/Reassignments/Transfers

| Name | Assignment | Dept Action | Salary Placement |
|------------------|-----------------------------------------------------------------|--------------------|------------------|
| Becker, Kristin | OR/EX: Math Teacher | 8/18/25 | MA+45, Step 22 |
| Boehler, Renee | LMHS: Student Support Services Teacher | 8/13/25 | MA+45, Step 31 |
| Boyd, Cheyenne | ESY Teacher | 6/9/25 | \$809.96 |
| Brandt, Mykaela | ESY Teacher | 6/9/25 | \$426.53 |
| Bures, Jessica | ESY Teacher | 6/9/25 | \$125.00 |
| Carson, Kelsey | ESY Teacher | 6/9/25 | \$234.40 |
| Eberline, Andrea | ESY Teacher | 6/9/25 | \$408.70 |
| Fangman, Colleen | LG: Building Principal | 7/1/25 | \$105,300/year |
| Gotto, Samantha | WE: Student Support Services Teacher | 8/13/25 | BA+12, Step 10 |
| Harris, Brittany | ESY Teacher | 6/9/25 | \$459.12 |
| Howey, Kelsey | ESY Teacher | 6/9/25 | \$339.15 |
| Kuntz, Allison | ESY Teacher | 6/9/25 | \$1,538.56 |
| Lang, Chad | ELC: Director of HS Teaching & Learning | 7/1/25 | \$123,000/year |
| Manley, Lori | From LG Principal to Director of Elementary Teaching & Learning | 7/1/25 | Same |
| Manemann, Caleb | LMHS: Social Studies Teacher | 8/13/25 | BA, Step 1 |
| Nietert, Amber | From NE 4 th Gr to HP 6 th Gr Teacher | 8/18/25 | Same |
| Recker, Dixie | ESY Teacher | 6/9/25 | \$302.88 |
| Sellner, Lana | ESY Teacher | 6/9/25 | \$860.85 |
| Tedrow, Rene | ESY Teacher | 6/9/25 | \$474.70 |

Certified Staff: Resignations

| Name | Assignment | Dept Action | Reason |
|-----------------|--------------------------------|--------------------|----------|
| Brown, Katie | WE: 4 th Gr Teacher | 6/5/25 | Personal |
| Callahan, Megan | BP: 5 th Gr Teacher | 6/5/25 | Personal |

Classified Staff: Assignments/Reassignments/Transfers

| Name | Assignment | Dept Action | Salary Placement |
|------------------|--------------------------------------------------------|--------------------|------------------|
| Boddicker, Grant | O&M: Seasonal Help | 5/27/25 | \$15.00/hour |
| Celik, Ozgur | AC: From Aquatic Instructor to Swim Lesson Coordinator | 5/26/25 | Step 5 |
| Elhard, Isaiah | AC: Aquatic Instructor | 5/26/25 | \$12.00/hour |
| Elliott, Maddox | AC: From Aquatic Instructor to Swim Lesson Coordinator | 5/26/25 | Step 4 |
| Gates, Gavin | O&M: Seasonal Help | 5/20/25 | \$15.00/hour |
| Holtan, Parker | AC: Aquatic Instructor | 5/26/25 | \$12.00/hour |
| Mallicoat, Laura | ELC: Human Resources Generalist/Recruiting | 7/1/25 | \$68,000/year |
| McCurren, Jean | LMHS: SSA from 6.25 to 7 hours/day | 8/19/25 | Same |
| Nash, Meredith | AC: From Aquatic Instructor to Swim Lesson Coordinator | 5/26/25 | Step 5 |

| Shelton, Daniel | AC: Aquatic Instructor | 6/6/25 | \$12.00/hour |
|---------------------|--------------------------------------------------------|---------|--------------|
| Thompson, Tera | LG: Health Assistant | 8/19/25 | \$17.00/hour |
| Washburn, Stephanie | AC: From Aquatic Instructor to Swim Lesson Coordinator | 5/26/25 | Step 1 |

Classified Staff: Resignations

| Name | Assignment | Dept Action | Reason |
|--------------------|---------------------------------|-------------|------------|
| Anderson, Lou Ann | SC: Student Support Associate | 6/4/25 | Retirement |
| Begley, John | TR: Bus Driver | 6/4/25 | Retirement |
| Cleppe, Kathie | NS: BW General Help | 6/4/25 | Retirement |
| Dede, Skylar | TR: Bus Driver | 5/21/25 | Personal |
| Forrester, Tori | EX: Student Support Associate | 5/14/25 | Personal |
| Friberg, Thomas | O&M: BW Custodian | 5/22/25 | Relocation |
| Greiner, Barbara | EH: Student Support Associate | 6/4/25 | Personal |
| Grieder, Nadine | O&M: Mail Deliverer | 6/25/25 | Retirement |
| Leipold, Rebekah | LMHS: Student Support Associate | 6/4/25 | Personal |
| McNamer, Andrew | HP: Student Support Associate | 6/5/25 | Retirement |
| McPhee, Micail | WF: Student Support Associate | 6/4/25 | Personal |
| Tyson, Anna | HP: Student Support Associate | 6/5/25 | Personal |
| Werning, Molly | BW: Student Support Associate | 6/4/25 | Personal |
| Williams, Michelle | LG: Student Support Associate | 6/4/25 | Personal |
| Wullner, Amber | LG: Student Support Associate | 6/4/25 | Relocation |

Co/Extra-Curricular Staff: Assignments/Reassignments/Transfers

| Name | Assignment | Dept Action | Salary Placement |
|--------------------|---------------------------------------------------------|-------------|------------------|
| Brennecke, Audra | OR: Asst 7 th Gr Volleyball Coach | 8/1/25 | \$3,123.00 |
| Brown, Katie | WE: Activity Club (At-Risk) | 5/27/25 | \$120.00 |
| Burton, Elizabeth | WE: Activity Club (At-Risk) | 5/27/25 | \$180.00 |
| DeVries, Tamara | WE: Activity Club (At-Risk) | 5/27/25 | \$640.00 |
| Dupree, Whitney | LMHS: NHS Sponsor (.5) | 9/1/25 | \$976.00 |
| Durin, George | LMHS: Head Boys Varsity Swim Coach | 11/10/25 | \$5,856.00 |
| Ginty, Natalie | OR: Asst Cross Country Coach | 8/1/25 | \$3,123.00 |
| Hill, Austin | LMHS: Asst Boys Track Coach | 5/27/25 | \$500.00 |
| Hatch, Faith | LMHS: Asst Girls Wrestling Coach | 11/3/25 | \$4,685.00 |
| Kendall, Shauna | WE: Activity Club (At-Risk) | 5/27/25 | \$120.00 |
| Koloc, Ella | LMHS: Asst Varsity Volleyball Coach | 8/11/25 | \$4,685.00 |
| Lyons, Braden | OR: Asst 7 th Gr Football Coach | 8/1/25 | \$3,123.00 |
| Miller, Tiffany | WE: Activity Club (At-Risk) | 5/27/25 | \$680.00 |
| Mohwinkle, Nick | WE: Activity Club (At-Risk) | 5/27/25 | \$60.00 |
| Neighbor, Jenna | OR: Asst 8 th Gr Volleyball Coach | 8/1/25 | \$3,123.00 |
| Recker, Dixie | WE: Activity Club (At-Risk) | 5/27/25 | \$160.00 |
| Renner, Ann | WE: Activity Club (At-Risk) | 5/27/25 | \$140.00 |
| Robson, Alexis | LMHS: Show Choir Choreographer | 5/30/25 | \$565.40 |
| Robson, Alexis | LMHS: Show Choir Choreographer | 6/2/25 | \$257.00 |
| Snead, Chelsi | LMHS: NHS Sponsor (.5) | 9/1/25 | \$976.00 |
| Spencer, Catherine | WE: Activity Club (At-Risk) | 5/27/25 | \$500.00 |
| Thompson, Jaxon | LMHS: Asst Boys Track Coach | 5/27/25 | \$500.00 |
| Verge, Doug | LMHS: Asst 9 th Gr Baseball Coach | 5/5/25 | \$4,685.00 |
| Von Lehmden, Ellie | LMHS: From Asst Varsity to Head JV1 Volleyball Coach | 8/11/25 | \$4,685.00 |
| Waddell, Micah | LMHS: Asst Boys Track Coach | 5/27/25 | \$500.00 |
| Young, Jacob | OR: From Asst to Head 8 th Gr Football Coach | 8/1/25 | \$3,514.00 |

Co/Extra-Curricular Staff: Resignations

| Name | Name Assignment | | Reason |
|-----------------|---------------------------------------------------------------|---------|----------|
| Becker, Kristin | LMHS: Asst Varsity/JV Girls Basketball Coach | 6/2/25 | Personal |
| Hopp, Nathan | LMHS: Head Girls Track Coach | 5/29/25 | Personal |
| Jochimsen, Mel | LMHS: Asst Varsity Girls Track Coach | 5/16/25 | Personal |
| Lynch, Greg | LMHS: Head 10 th /Asst Varsity Volleyball Coach | 6/2/25 | Personal |
| McAndrew, Brian | EX: Asst 8 th Gr Football Coach | 5/29/25 | Personal |

802: Approval of May 12th Board Minutes - Exhibit 802.1

803: Approval of Bills/Warrants - Exhibit 803.1

804: Approval of Contracts/Agreements – Exhibits 804.1-26

- 1. Renaissance renewal for FastBridge curriculum services/subscription
- 2. Edmentum renewal for Apex Learning curriculum services/subscription
- 3. City of Marion agreement for School Resource Officer program
- 4. City of Marion agreement for equipment sharing for Wilkins/Taube Park project
- 5. GameTime change order for Wilkins playground resurfacing project
- 6. Peak Construction change order #19 for ELC project
- 7. Peak Construction application and certificate for payment for ELC project
- 8. McComas-Lacina Construction change order #8 for performance venue project
- 9. AgVantage FS Energy propane heating agreement
- 10. Grant Wood Area Education Agency SubCentral agreement
- 11. Grant Wood Area Education Agency transfer of state funding agreement
- 12. Ability Physical Therapy strength and conditioning agreement
- 13. University of Iowa student teaching agreement
- 14. Luke Flowers independent contractor agreement-Stories Alive presentations
- 15. Mia Goodwin independent contractor agreement-work with girls wrestling
- 16. Sarah O'Neill independent contractor agreement-work with LM Orchestra
- 17. Emily Rafson independent contractor agreement-work with LM Marching Band
- 18. Lexi Robson independent contractor agreement-work with Hi-Style Show Choir
- 19. Non-Commercial Licensing agreement with LM Youth Baseball 13U-Red Team
- 20. Braxton Carr independent contractor agreement-Show Choir choreography/clinics
- 21. Allen Chapman independent contractor agreement-work with All State Chorus
- 22. April James independent contractor agreement-Show Choir choreography
- 23. Lexi Robson independent contractor agreement-Show Choir choreography/clinics
- 24. Carol Tralau independent contractor agreement-work with All State Chorus
- 25. Heath Weber independent contractor agreement-work with 10th Street Edition
- 26. Grant Wood Area Education Agency PowerSchool agreement
- 27. Special Education instructional services agreements from Central City CSD (3) and Davenport CSD (2). For student confidentiality, exhibits are not provided.

805: Fundraising Requests – Exhibits 805.1-6

- 1. Aquatic Center-girls developmental swim camp
- 2. LMHS Girls Basketball-poster donations
- 3. LMHS Girls Basketball-apparel sales

- 4. LMHS Girls Basketball-youth camps
- 5. Indian Creek Elementary-t-shirt sales
- 6. Indian Creek Elementary-Artsonia fundraiser

806: Overnight Trip Request – Exhibit 806.1

1. FBLA to attend National Leadership Conference in Anaheim, CA (June 28-July 3)

807: Informational Financial Reports - Exhibits 807.1-2

- 1. School Finance and Cash Balance Reports for April 2024
- 2. School Finance and Cash Balance Reports for April 2025

900: BOARD CALENDAR & COMMUNICATIONS

President Lowe Lancaster reviewed the calendar and asked for a volunteer for the July 17th Marion City Council meeting.

901: Board Calendar & Communications

| Date | Time | Event | Location |
|---------|---------|----------------------------------|---------------------|
| June 10 | 2:00 PM | Policy Committee | ELC Conference Room |
| June 19 | | District Closed - Juneteenth | |
| June 19 | 5:30 PM | Marion City Council (Mansoor) | City Hall |
| Date | Time | Event | Location |
| July 4 | | District Closed – Fourth of July | |
| July 7 | 5:00 PM | LMCSD Board of Directors Meeting | Boardroom |
| July 17 | 5:30 PM | Marion City Council (Mansoor) | City Hall |
| July 29 | 2:00 PM | Policy Committee | ELC Boardroom |

902: Board Committees/Advisories

Required Board Committees/Advisories

| Committee/Advisory | Board Representatives |
|----------------------------------------------|--------------------------------|
| Finance/Audit Committee (F/AC) | Buchholz, Foss, Morey |
| Policy Committee | Lowe Lancaster, Thomas, Walker |
| Career & Technical Education Advisory (CTE) | Mansoor, Morey, Thomas |
| School Improvement Advisory Committee (SIAC) | Lowe Lancaster, Mansoor, Morey |

Additional District Committees/Advisories

| Committee/Advisory | Board Representatives |
|----------------------------------|-----------------------|
| Facilities Advisory Committee | Foss, Mansoor, Morey |
| Venture Academics Advisory (VAA) | Morey, Walker |
| LMHS School Counselors Advisory | Mansoor, Walker |
| MEDCO Community Promise Advisory | Buchholz |
| Linn County Conference Board | Buchholz |
| Legislative Liaisons | Foss, Thomas |

1000: ADJOURNMENT – *Motion 187-06-09*

MOTION by Buchholz to adjourn the meeting at 7:06 PM. Second by Morey. Voice vote, all ayes. Motion carried.

Katie Lowe Lancaster, Board President

Jon Galbraith, Board Secretary/Treasurer



| | Varrants Paid Listing | Data Bangar | 06/05/2025 06/26/20 |
|--------|-------------------------------------|-----------------------------------|--------------------------|
| Fiscal | Year: 2024-2025 | Date Range: | : 06/05/2025 - 06/26/202 |
| | Vendor Name | Description | Check Total |
| Fund: | AQUATIC CENTER | | |
| | FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$20,888.47 |
| | INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$369.82 |
| | INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$1,581.07 |
| | INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$369.82 |
| | INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$1,581.07 |
| | INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$918.11 |
| | IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$951.17 |
| | IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$1,427.55 |
| | MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE | \$7.55 |
| | MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY | \$19.17 |
| | METRO INTERAGENCY INS PROG. | EE LIAB-MEDICAL INSURANCE | \$961.18 |
| | TREASURER ST OF IA | STATE INCOME TAX WITHHOLDING | \$294.04 |
| | | Fund 1 | Гоtal: \$29,369.02 |
| Fund: | DEBT SERVICE | | **** |
| | UMB BANK, N.A. | OTHER PROFESSIONAL SERVICES | \$300.00 |
| Fund: | GENERAL | Fund 1 | Fotal: \$300.00 |
| unun | 4 SEASONS FUNDRAISING | INSTRUCTIONAL SUPPLIES | \$2,570.80 |
| | ABILITY PHYSICAL THERAPY, P.C. | OTHER PROFESSIONAL SERVICES | \$3,833.33 |
| | ACCURATE TRANSLATION BUREAU | Professional Educational Services | \$265.95 |
| | ADVANCE AUTO PARTS | TRANSP. PARTS | \$165.61 |
| | ADVANTAGE CHIROPRACTIC | PHYSICALS | \$80.00 |
| | ADVANTAGE RECORDS MANAGEMENT | GENERAL SUPPLIES | \$99.16 |
| | AGVANTAGE RECORDS MANAGEMENT | PROPANE | \$2,383.44 |
| | | DUES AND FEES | • • |
| | AHLERS AND COONEY, P.C. | LEGAL SERVICES | \$2,173.50 |
| | AHLERS AND COONEY, P.C. | | \$2,138.50 |
| | AIRGAS NORTH CENTRAL | GENERAL SUPPLIES | \$156.18 |
| | AIRGAS NORTH CENTRAL | INSTRUCTIONAL SUPPLIES | \$11.12 |
| | ALLIANT ENERGY | ELECTRICITY | \$47,958.05 |
| | AMERICAN SPECIALTIES | INSTRUCTIONAL SUPPLIES | \$298.74 |
| | ANIXTER, INC. | MAINTENANCE SUPPLIES | \$114.10 |
| | ARNOLD MOTOR SUPPLY | REPAIR PARTS | \$882.75 |
| | ARNOLD MOTOR SUPPLY | TRANSP. PARTS | \$41.61 |
| | ASSET MAINTENANCE GROUP, INC | REPAIR PARTS | \$259.95 |
| | AT & T MOBILTY | TELEPHONE | \$1,153.33 |
| | BUDGET CAR RENTAL | GENERAL SUPPLIES | \$2,000.00 |
| | BUDGET CAR RENTAL | RENTALS EQUIPMENT | \$2,379.32 |
| | C.J. COOPER & ASSOCIATES | DRUG TESTING | \$370.00 |
| | C.J. COOPER & ASSOCIATES | PHYSICALS | \$260.00 |
| | C.R. GLASS CO | GENERAL SUPPLIES | \$2,627.72 |
| | CAPITAL SANITARY | MAINTENANCE SUPPLIES | \$8,499.77 |
| | CARROLL CONSTRUCTION SUPPLY | GROUNDS UPKEEP | \$328.97 |
| | CDW - GOVERNMENT | GENERAL SUPPLIES | \$278.99 |
| | | | |

IA- Warrants Paid Listing Criteria

Date Range: 06/05/2025 - 06/26/2025 Fiscal Year: 2024-2025 Vendor Name Description Check Total CEDAR RAPIDS COMM SCH DIST **GENERAL SUPPLIES** \$200.00 CEDAR RAPIDS TIRE REPAIR PARTS \$1,194.98 CEDAR RAPIDS WATER DEPT WATER/SEWER \$1,221.19 CEDAR RAPIDS WINSUPPLY PLUMBING CO HEAT/PLUMBING SUPPLY \$5,824.98 **CENTURYLINK TELEPHONE** \$1,847.38 CHIROPRACTIC OF IOWA **PHYSICALS** \$110.00 CITY LAUNDERING COMPANY **GENERAL SUPPLIES** \$274.20 CITY OF MARION **ADVERTISING** \$5,080.00 CITY OF MARION. OTHER PROFESSIONAL SERVICES \$428.40 CITY OF ROBINS WATER/SEWER \$388.50 COLLECTION **EE LIAB-GARNISHMENTS** \$1,956.25 **COLLEGE BOARD INSTRUCTIONAL SUPPLIES** \$69,947.00 CONSTELLATION NEWENERGY NATURAL GAS \$1.000.02 **CONVERGE ONE** TECH REPAIRS/MAINTENANCE \$24,546.72 OTHER PROFESSIONAL SERVICES CR SIGNS, INC \$584.00 CRESCENT PARTS & EQUIPMENT CO., INC MAINTENANCE SUPPLIES \$1,148.58 **CULLIGAN GENERAL SUPPLIES** \$1,523.54 **CULLIGAN INSTRUCTIONAL SUPPLIES** \$47.50 D & K PRODUCTS **GROUNDS UPKEEP** \$650.00 D'CAMP SARAH STAFF TRAVEL \$81.00 TRANSP PARENT REIMB DAVIS KAYLEE \$1,078.50 **DELTA DENTAL OF IOWA ER LIAB-DENTAL INS** \$50,361.64 DRY CLEANING PLUS PROF SERV: EDUCATION \$708.00 ELECTRICAL ENGINEERING & EQUIPMENT CO. **ELECTRICAL SUPPLY** \$514.97 EMPLOYEE RESOURCE SYSTEMS, INC OTHER PROFESSIONAL SERVICES \$1,995.12 **EVER-GREEN LANDSCAPE & SUPPLY GROUNDS UPKEEP** \$600.00 TRANSP PARENT REIMB F & B CAB CO., INC \$320.00 F & B CAB CO., INC TRANSP PRIVATE CONT \$1,710.00 **FAREWAY STORES INSTRUCTIONAL SUPPLIES** \$755.48 FARMERS STATE BANK EE LIAB-DIR DEP NET PAY \$4,019,698.26 FLASHLIGHT LEARNING INC INSTRUCTIONAL SUPPLIES \$6,212.50 FOLLETT CONTENT SOLUTIONS, LLC LIBRARY BOOKS \$380.26 FREIBURGER VICKI STAFF TRAVEL \$28.85 GASWAY CO, JP **GENERAL SUPPLIES** \$1,152.48 **GAZETTE COMMUNICATIONS INC ADVERTISING** \$549.90 **GEHRLS LENORA** STAFF TRAVEL \$1.00 GOODWILL OF THE HEARTLAND PROF SERV: EDUCATION \$1,255.47 **GRAINGER GENERAL SUPPLIES** \$2,007.12 GREENWOOD CLEANING SYSTEMS MAINTENANCE SUPPLIES \$3,801.84 HAMILTON ROBERT STAFF TRAVEL \$125.00 HARGERS ACCOUSTICS INC **GENERAL SUPPLIES** \$240.00 HASS GARCIA ANNA STAFF TRAVEL \$92.00 HAYES BETH STAFF TRAVEL \$62.60 HAYES ELIZABETH STAFF TRAVEL \$30.00 HICKS JESSIE STAFF TRAVEL \$20.00

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 Page:
 2

Date Range:

06/05/2025 - 06/26/2025

IA- Warrants Paid Listing <u>Criteria</u>

Fiscal Year: 2024-2025

| Vendor Name | Description | Check Total |
|-------------------------------------|--------------------------------------|--------------|
| HOTSY CLEANING SYSTEMS | OTHER TECH SER | \$774.47 |
| HUPP ELECTRIC MOTORS | ELECTRICAL SUPPLY | \$266.40 |
| HY-VEE FOOD STORE-8556 | GENERAL SUPPLIES | \$604.91 |
| HY-VEE FOOD STORE-8556 | INSTRUCTIONAL SUPPLIES | \$17.42 |
| IMON COMMUNICATIONS LLC | TELEPHONE | \$2,676.29 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$79,128.20 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$338,341.04 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$79,128.20 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$338,341.04 |
| INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$431,335.88 |
| INTERSTATE ALL BATTERY CENTER | MAINTENANCE SUPPLIES | \$943.00 |
| INTERSTATE BILLING SERVICE | GENERAL SUPPLIES | \$2,911.11 |
| IOWA COMMUNICATIONS NETWORK | INTERNET | \$11.08 |
| IOWA DEPT OF HUMAN SERVICES | MEDICAID REIMBURSE | \$72,127.29 |
| IOWA DEPT OF REVENUE | EE LIAB-GARNISHMENTS | \$641.25 |
| IOWA FIRE PROTECTION | OTHER PROFESSIONAL SERVICES | \$323.09 |
| IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$356,407.14 |
| IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$534,894.05 |
| IOWA SHARES | EE LIAB-CHARITY | \$23.00 |
| ISFIS | OTHER PROFESSIONAL SERVICES | \$546.00 |
| JOHNSTONE SUPPLY | HEAT/PLUMBING SUPPLY | \$658.61 |
| JUICEBOX INTERACTIVE | COMPUTER SOFTWARE | \$1,713.75 |
| JVA MOBILITY | INSTRUCTIONAL SUPPLIES | \$142.60 |
| K-12 TECHNOLOGY GROUP INC | OTHER TECH SER | \$4,320.00 |
| KIRKWOOD COMM COLLEGE | OTHER TECH SER | \$40.00 |
| KIRKWOOD COMM COLLEGE | WELLNESS OTHER PROFESSIONAL SERVICES | \$112.00 |
| KONE INC | OTHER PROFESSIONAL SERVICES | \$2,800.00 |
| LAKESHORE | INSTRUCTIONAL SUPPLIES | \$1,079.00 |
| LIGHTSPEED TECHNOLOGIES, INC | INSTRUCTIONAL SUPPLIES | \$2,233.00 |
| LINDER TIRE SERVICE INC | TIRES AND TUBES | \$1,195.60 |
| LINN CO-OP OIL | GASOLINE | \$1,235.13 |
| LINN COUNTY REC | ELECTRICITY | \$43,955.38 |
| LINN-MAR FOUNDATION | EE LIAB-CHARITY | \$204.00 |
| MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE | \$5,374.70 |
| MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY | \$10,496.45 |
| MADISON NATIONAL LIFE INS. CO., INC | RETIREE INSURANCE | (\$224.00) |
| MARTENS NICK | STAFF TRAVEL | \$19.97 |
| MCCOMAS LACINA CONSTRUCTION LC | REPAIR/MAINT SERVICE | \$386.20 |
| MEDIACOM | TELEPHONE | \$296.90 |
| MENARDS -13127 | GENERAL SUPPLIES | \$1,009.25 |
| MENARDS -13127 | INSTRUCTIONAL SUPPLIES | \$2,252.90 |
| MENARDS -13127 | SHOP TOOLS/EQUIPMENT | \$118.81 |
| METRO INTERAGENCY INS PROG. | EE LIAB-MEDICAL INSURANCE | \$661,862.62 |
| METRO INTERAGENCY INS PROG. | ER LIAB-MEDICAL INSOCIATION | (\$92.00) |
| METRO INTERAGENCY INS PROG. | ER LIAB-MEDICAL INSURANCE | \$27,840.00 |

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Date Range:

06/05/2025 - 06/26/2025

IA- Warrants Paid Listing <u>Criteria</u>

| Vendor Name | Description | Check Total |
|-----------------------------------|-----------------------------------|-----------------------|
| | Description | |
| METRO INTERAGENCY INS PROG. | RETIREE INSURANCE | \$47,877.83 |
| MID AMERICAN ENERGY | NATURAL GAS | \$327.00 |
| MIDWEST WHEEL | MAINTENANCE SUPPLIES | \$14.40 |
| MIDWEST WHEEL | TRANSP. PARTS | \$612.75 |
| MTI DISTRIBUTING INC | REPAIR PARTS | \$175.55 |
| NAPA AUTO PARTS (GPC) | SHOP TOOLS/EQUIPMENT | \$73.48 |
| NAPA AUTO PARTS (GPC) | TRANSP. PARTS | \$95.96 |
| O'NEILL SARAH | Professional Educational Services | \$500.00 |
| ORKIN PEST CONTROL | OTHER PROFESSIONAL SERVICES | \$695.00 |
| OVERHEAD DOOR CO | REPAIR/MAINT SERVICE | \$1,102.00 |
| PAPA JOHNS PIZZA | GENERAL SUPPLIES | \$112.17 |
| PARTS TOWN, LLC | GENERAL SUPPLIES | \$3,373.57 |
| PEPPER J.W. & SON, INC | INSTRUCTIONAL SUPPLIES | \$77.49 |
| PFEIL REBEKAH | STAFF TRAVEL | \$13.70 |
| PLUMB SUPPLY CO. | HEAT/PLUMBING SUPPLY | \$5,430.00 |
| POINTCORE GRAPHIC SOLUTIONS | GENERAL SUPPLIES | \$113.60 |
| Polk County Sheriff | EE LIAB-GARNISHMENTS | \$841.38 |
| POWER KATHRYN | STAFF TRAVEL | \$15.50 |
| PRALL JONAH | Professional Educational Services | \$572.25 |
| PRECISION DRYWALL INC | REPAIR/MAINT SERVICE | \$1,109.03 |
| RAPIDS WHOLESALE EQUIP CO | HEAT/PLUMBING SUPPLY | \$251.19 |
| RAUSCH ERICA | STAFF TRAVEL | \$246.00 |
| RENATO SOFTWARE LIMITED | COMPUTER SOFTWARE | \$40,200.00 |
| RIES KARLA | STAFF TRAVEL | \$137.00 |
| RIVERSIDE TECHNOLOGIES, INC | COMPUTER SOFTWARE | \$9,391.12 |
| RIVERSIDE TECHNOLOGIES, INC | TECH REPAIRS/MAINTENANCE | \$4,951.82 |
| ROCHESTER ARMORED CAR CO INC | GENERAL SUPPLIES | \$577.20 |
| SCHIMBERG | HEAT/PLUMBING SUPPLY | \$249.31 |
| SCHOOL BUS SALES | TRANSP. PARTS | \$829.36 |
| SCHOOL HEALTH CORP | GENERAL SUPPLIES | \$584.64 |
| SCHULT BARBARA | STAFF TRAVEL | \$67.80 |
| SEYMOUR RYLEY | STAFF TRAVEL | \$61.10 |
| SHERWIN-WILLIAMS | MAINTENANCE SUPPLIES | \$61.29 |
| SITEONE LANDSCAPE SUPPLY, LLC | GROUNDS UPKEEP | \$488.10 |
| SMITH OLIVIA | STAFF TRAVEL | \$70.10 |
| STERN MATT | STAFF TRAVEL | \$70.10 \$29.86 |
| SUN LIFE FINANCIAL EBG | EE LIAB-VOL/SUN LIFE INS | |
| SUNFLOWER HARMONE | MISC REVENUE | \$4,008.60 \$13.00 |
| | | \$13.00 |
| TEAM IOWA/IPROMOTEU | GENERAL SUPPLIES | \$856.97 |
| THE WELD WORX | REPAIR/MAINT SERVICE | \$35.00 |
| TRAN TAY | STUDENT FEES | \$50.00 |
| TREASURER ST OF IA | STATE INCOME TAX WITHHOLDING | \$149,537.46 |
| TRI-CITY ELECTRIC COMPANY OF IOWA | COMPUTER SOFTWARE | \$3,419.64 |
| TRI-CITY ELECTRIC COMPANY OF IOWA | EQUIPMENT >\$5,000 | \$21,941.96 |

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| IA- Warrants Paid Listing | | <u>Criteria</u> |
|-----------------------------------------------------------|--------------------------------|------------------------|
| Fiscal Year: 2024-2025 | Date Range: 0 | 6/05/2025 - 06/26/2029 |
| Vendor Name | Description | Check Total |
| TYLER TECHNOLOGIES INC | OTHER PROFESSIONAL SERVICES | \$1,160.00 |
| U.S. POSTAL SERVICE (POSTAGE BY PHONE) | POSTAGE/UPS | \$10,000.00 |
| UNDER-HILL TRUCK & AUTO REPAIR | VEHICLE REPAIR | \$348.52 |
| UNITED WAY OF EAST CENTRAL IOWA | EE LIAB-CHARITY | \$110.00 |
| VAN METER CO | ELECTRICAL SUPPLY | \$2,275.30 |
| VERIZON WIRELESS | TELEPHONE | \$257.95 |
| VOYA RETIREMENT INSURANCE | EE LIAB-403 (B) | \$70,072.40 |
| WALSH DOOR & HARDWARE | REPAIR/MAINT SERVICE | \$20,210.00 |
| WEST MUSIC CO | INSTRUCTIONAL SUPPLIES | \$1,757.90 |
| ZAHRADNIK MADDISON | STAFF TRAVEL | \$103.50 |
| | Fund Total: | \$7,719,044.43 |
| Fund: LOCAL OPT SALES TAX MCCOMAS LACINA CONSTRUCTION LC | CONSTRUCTION SERV | \$1,160,721.10 |
| OPN ARCHITECTS, INC. | ARCHITECT | \$32,444.41 |
| RIVERSIDE TECHNOLOGIES, INC | COMP/TECH HARDWARE | \$946,250.00 |
| RIVERSIDE TECHNOLOGIES, INC | CONSTRUCTION SERV | \$49,782.47 |
| TERRACON CONSULTANTS INC | OTHER PROFESSIONAL SERVICES | \$8,891.50 |
| TERRAGON GONOGETANTO INC | Fund Total: | \$2,198,089.48 |
| Fund: NUTRITION SERVICES | runu rotai. | φ2,190,009.40 |
| ANDERSON ERICKSON DAIRY CO | PURCHASE FOOD | \$27,018.87 |
| FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$139,961.63 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$2,571.99 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$10,997.40 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$2,571.99 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$10,997.40 |
| INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$6,448.72 |
| IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$11,398.55 |
| IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$17,106.86 |
| LOFTSGARD DANA | UNEARNED REVENUE | \$120.40 |
| MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE | \$182.50 |
| MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY | \$17.81 |
| MEAL MAGIC CORPORATION | COMPUTER SOFTWARE | \$300.00 |
| METRO INTERAGENCY INS PROG. | EE LIAB-MEDICAL INSURANCE | \$15,026.78 |
| PAN-O-GOLD BAKING CO | PURCHASE FOOD | \$4,962.71 |
| RAPIDS WHOLESALE EQUIP CO | GENERAL SUPPLIES | \$286.00 |
| TREASURER ST OF IA | STATE INCOME TAX WITHHOLDING | \$3,506.92 |
| VOYA RETIREMENT INSURANCE | EE LIAB-403 (B) | \$150.00 |
| VO IN NEIMENN II IOO I U IN O | Fund Total: | \$253,626.53 |
| -und: PHY PLANT & EQ LEVY | . and Total. | Ţ_30,0 _ 0.00 |
| BI-STATE MASONRY INC | CONSTRUCTION SERV | \$2,460.00 |
| COMMUNICATIONS ENGINEERING CO | CONSTRUCTION SERV | \$26,745.51 |
| D.A. BUNCH CO | CONSTRUCTION SERV | \$3,192.00 |
| DAKTRONICS, INC | CONSTRUCTION SERV | \$5,000.00 |
| DRYSPACE INC | CONSTRUCTION SERV | \$16,819.60 |

| A- Warrants Paid Listing | Data Barrara | Criteria |
|------------------------------------------|--------------------------------|-------------------------|
| Fiscal Year: 2024-2025 | Date Range: | 06/05/2025 - 06/26/2029 |
| Vendor Name | Description | Check Total |
| ELECTRONIC ENGINEERING CO | EQUIPMENT >\$5,000 | \$6,274.00 |
| GREENWOOD CLEANING SYSTEMS | EQUIPMENT >\$5,000 | \$8,965.00 |
| HABEGGER CORPORTION | CONSTRUCTION SERV | \$7,580.80 |
| HENNICK TREE SERVICE LLC | OTHER PURCH PROP SER | \$2,900.00 |
| JOHNSON CONTROLS | CONSTRUCTION SERV | \$7,517.40 |
| MILLENNIUM TECHNOLOGY OF IOWA | CONSTRUCTION SERV | \$4,834.00 |
| SETPOINT MECHANICAL SERVICES | CONSTRUCTION SERV | \$3,218.74 |
| SHIVE-HATTERY INC. | CONSTRUCTION SERV | \$1,611.36 |
| TNT TUCKPOINTING & BUILDING RESTORATION, | | \$24,903.00 |
| TRANSPORTANT INC | OTHER TECH SER | \$4,752.00 |
| WALSH DOOR & HARDWARE | CONSTRUCTION SERV | \$9,910.00 |
| Wiledit Book a Till Rowning | Fund Tota | . , |
| und: PUB ED & REC LEVY | runa Tota | 1: \$130,003.41 |
| FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$2,225.56 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$41.51 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$177.54 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$41.51 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$177.54 |
| INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$151.62 |
| IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$184.49 |
| IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$276.88 |
| MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE | \$2.50 |
| MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY | \$6.25 |
| METRO INTERAGENCY INS PROG. | EE LIAB-MEDICAL INSURANCE | \$363.59 |
| SITEONE LANDSCAPE SUPPLY, LLC | GROUNDS UPKEEP | |
| TENNIS SURFACES OF IOWA LLC | | \$21,223.65 |
| | GROUNDS UPKEEP | \$2,470.00 |
| TREASURER ST OF IA | STATE INCOME TAX WITHHOLDING | \$82.81 |
| und: STUDENT ACTIVITY | Fund Tota | l: \$27,425.45 |
| ALTA LANGUAGE SERVICES INC | GENERAL SUPPLIES | \$276.00 |
| BSN SPORTS | GENERAL SUPPLIES | \$606.63 |
| CEDAR FALLS HIGH SCHOOL | DUES AND FEES | \$150.00 |
| CEDAR RAPIDS COMM SCH DIST | DUES AND FEES | \$460.00 |
| CENTER POINT-URBANA HIGH SCHOOL | GENERAL SUPPLIES | \$160.50 |
| CONDON MICHAEL J | OFFICIAL/JUDGE | \$860.00 |
| COTTON GALLERY LTD. | GENERAL SUPPLIES | \$5,226.61 |
| DANI BUSHBOOM KELLY VOLLEYBALL CAMPS | DUES AND FEES | \$5,495.00 |
| LLC ELITE SPORTS | GENERAL SUPPLIES | \$2,008.00 |
| FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$8,807.12 |
| FECHNER CHRIS | STAFF TRAVEL | \$112.50 |
| | | |
| FINE ARTS OUTFITTERS LLC | GENERAL SUPPLIES | \$3,449.16 |
| FUSIONSITE MIDWEST LLC | GENERAL SUPPLIES | \$302.17 |
| HOYT BOB | OFFICIAL/JUDGE | \$50.00 |
| HUK RUBBER STAMP CO. | GENERAL SUPPLIES | \$2,524.25 |

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Criteria **IA- Warrants Paid Listing**

Fiscal Year: 2024-2025

BSN SPORTS

WINCRAFT, INCORPORATED

Date Range: 06/05/2025 - 06/26/2025 Vendor Name Description Check Total **HUNTERS RIDGE GOLF COURSE DUES AND FEES** \$790.00 **HUNTERS RIDGE GOLF COURSE GENERAL SUPPLIES** \$459.44 **INTERNAL REVENUE SERVICE-9343** EE LIAB-MEDICARE \$152.10 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$650.42 **INTERNAL REVENUE SERVICE-9343 ER LIAB-MEDICARE** \$152.10 **INTERNAL REVENUE SERVICE-9343 ER LIAB-SOC SEC** \$650.42 INTERNAL REVENUE SERVICE-9343 FEDERAL INCOME TAX WITHHOLDING \$345.28 IOWA CITY ATHLETIC OFFICIALS ASSOCIATION **DUES AND FEES** \$500.00 IOWA GIRLS HIGH SCHOOL ATHLETIC UNION **DUES AND FEES** \$30.00 IOWA PUBLIC EMPL RETIR SYSTEM **EE LIAB-IPERS** \$553.51 IOWA PUBLIC EMPL RETIR SYSTEM **ER LIAB-IPERS** \$830.72 KUHLERS KYLE \$172.50 OFFICIAL/JUDGE LANGUAGE TESTING INTERNATIONAL, INC **GENERAL SUPPLIES** \$625.00 MAHMENS MITCH OFFICIAL/JUDGE \$150.00 MAHMENS SCOTT OFFICIAL/JUDGE \$200.00 **MENARDS -13127 GENERAL SUPPLIES** \$54.49 MOE TONYA STAFF TRAVEL \$647.00 MONTICELLO SPORTS **GENERAL SUPPLIES** \$436.00 TEAM IOWA/IPROMOTEU **GENERAL SUPPLIES** \$122.29 TREASURER ST OF IA STATE INCOME TAX WITHHOLDING \$205.38 **VS ATHLETICS GENERAL SUPPLIES** \$182.60 WEST HIGH SCHOOL **DUES AND FEES** \$100.00 WEST MUSIC CO PROF SERV: EDUCATION \$75.00 STAFF TRAVEL WILDWOOD LODGE \$5,420.80 WINDSTAR LINES STAFF TRAVEL \$6,940.40 **Fund Total:** \$50,933.39 **Fund: STUDENT STORE**

> **Fund Total:** \$1,478.85

\$1,144.80

\$334.05

Grand Total: \$10,416,950.56

End of Report

GENERAL SUPPLIES

GENERAL SUPPLIES

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POWERSCHOOL SOFTWARE AND SUPPORT AGREEMENT

This Agreement is entered into by and between Grant Wood Area Education Agency, (GWAEA) and the Licensee, (Linn-Mar CSD) as defined below in the signature block.

1. **Definitions**

- 1.1. "District" means a school district.
- 1.2. "Licensee" means a District whose funds are used to pay the License Fee.
- 1.3. "License Fee" means the amount of money listed in Exhibit A and received by GWAEA for the License granted below.
- 1.4. "License Period" means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- "PowerSchool Software" means the PowerSchool SIS software from Powerschool 1.5. Group LLC as more fully described in Exhibit A.
- 1.6. "Use" means accessing and interacting with the PowerSchool Software.
- 1.7. "User" means an employee or contractor of the Licensee who uses the PowerSchool Software. See Exhibit A for the number of licensed Users.
- 1.8. "User Data" means information that is input by the Users, Licensee, or by GWAEA at the request of Licensee, while initializing, accessing, or using the PowerSchool Software.

2. Grant of License.

- 2.1. GWAEA grants the Licensee a non-exclusive, limited right to use and access one instance of PowerSchool. Licensee acknowledges that GWAEA software is developed, maintained and hosted by PowerSchool, LLC. GWAEA is a reseller of the software and support provider.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by GWAEA.

3. Restrictions.

3.1. Licensee agrees, except as expressly permitted in the License, the PowerSchool Software may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the PowerSchool Software.

- 3.2. To the extent that Licensee has access to the source code of PowerSchool Software, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.
- 3.3. Licensee agrees not to reverse-engineer, decompile or disassemble the PowerSchool Software, or make any attempt to discover the source code to the PowerSchool Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the PowerSchool Software.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that any sublicenses that it grants under the License shall have the same restrictions on the conduct of the sublicensee as are in place on the Licensee. Licensee agrees that GWAEA may terminate this Agreement without warning if Licensee breaches this clause. Licensee indemnifies GWAEA for any damages that GWAEA may suffer to due Licensee's breach of this clause.

4. Obligations of GWAEA.

- GWAEA shall provide Licensee with access to an instance of the PowerSchool Software 4.1. that is dedicated to the exclusive use of the Licensee.
- 4.2. GWAEA shall provide Licensee with access to versions of the PowerSchool Software that are stable in the PowerSchool Hosting environment, but GWAEA shall not be required to provide access to the most recent version of the PowerSchool Software made available by PowerSchool Group LLC.
- 4.3. GWAEA will thoroughly investigate all problems reported by Licensee. GWAEA will make commercially reasonable efforts to correct the problem and GWAEA will provide: 1) a solution; 2) confirmation that the PowerSchool Software works per design specifications; or 3) confirmation that responsibility for a solution has been passed to Powerschool Group LLC. GWAEA will communicate regularly with the Licensee regarding the status of all problems and any solutions.
- 4.4. GWAEA shall provide support during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays and days the agency is closed or the support team notifies that support will not be available. GWAEA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. GWAEA shall not be required to provide in-person support.
- 4.5. GWAEA shall not provide support regarding computer or networking hardware

Coralville, IA 52241

installation, support, or maintenance.

- 4.6. GWAEA shall not be required to provide support regarding software other than the PowerSchool Software. If Licensee so requests, GWAEA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the then-current GWAEA pricing schedule.
- 4.7. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the PowerSchool Software unavailable; a portion of the PowerSchool Software is unavailable; operational guestions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for custom applications. Support requests should be submitted through the Grant Wood AEA helpdesk system.
- 4.8. GWAEA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that GWAEA shall notify the District of such order before releasing any User Data.
- 4.9. GWAEA shall not be responsible for performing back-ups of the PowerSchool Software or User Data, although daily back-ups of the PowerSchool Software and User Data are provided by the PowerSchool Hosting environment.
- 4.10. After the end of the License Period, Licensee may request that GWAEA assist Licensee in obtaining a copy of User Data from PowerSchool Hosting environment as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within thirty (30) days of the date of termination of this Agreement. District acknowledges that GWAEA does not have the ability to extract User Data from the PowerSchool Hosting environment.
- 4.11. GWAEA agrees to provide other services as listed in Exhibit A.

5. Obligations of Licensee.

- 5.1. Licensee agrees to pay GWAEA in the amounts and on the schedule listed in Exhibit A.
- 5.2. Licensee shall designate appropriate contacts with whom GWAEA is to work. Licensee should provide these contacts when requested or when changes are made. The maximum number of contacts per district is five. Other Licensee personnel contacting GWAEA support will be referred to the appropriate contact listed by the Licensee. Contacts should have sufficient technical skill and knowledge of Licensee's computers and the PowerSchool Software to be able to assist GWAEA in resolving any problems.
- 5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as as well as any other pertinent details. Licensee shall assist in technical issue resolution

Coralville, IA 52241

bν providing copies of reports and/or files deemed necessary by GWAEA, via email or uploading files to GWAEA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by GWAEA.

- 5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by GWAEA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that are outside the control of GWAEA. GWAEA recommends the use of multi-factor-authentication.
- 5.5. Licensee agrees to immediately notify GWAEA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.
- 5.6. Licensee agrees to abide by acceptable computer and network usage policies published by GWAEA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policies published by GWAEA from time to time. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the PowerSchool Software.
- 5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the PowerSchool Software may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.
- 5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of use and ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for User Data, GWAEA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for appropriately responding to the request. Licensee shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to GWAEA, but shall instead direct that requests be made to Licensee. GWAEA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.
- 5.9. Prior to purchase of a third party add-on or tool for the PowerSchool Software, Licensee is responsible for notifying GWAEA of its intent to utilize such an add-on or tool so that GWAEA can determine whether the add-on is compatible with the Licensee's instance of PowerSchool. GWAEA is not responsible for making any add-on or tool function with PowerSchool. GWAEA may assist and additional fees may apply.

5.10 Licensee agrees and acknowledges that the SIS hosting is provided by PowerSchool Group LLC and not Grant Wood AEA. Grant Wood AEA assumes no responsibility or liability for hosting issues.

6. Ownership.

- 6.1. Title, ownership rights and intellectual property rights in and to the PowerSchool Software shall remain with Powerschool Group LLC and are protected by US and international laws and treaties. Access and use of the PowerSchool Software is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the PowerSchool Software or any software or hardware owned or controlled by GWAEA or the PowerSchool Hosting environment.
- 6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

7. Termination.

- 7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:
- Failure of Licensee to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
- Failure Licensee or GWAEA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or GWAEA Within thirty (30) days after prior written notice by the other party.
- 7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

Miscellaneous. 8.

- 8.1. No Warranties. GWAEA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT. AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GWAEA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.
- 8.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL

CORALVILLE FACILITY

GWAEA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE POWERSCHOOL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF GWAEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, GWAEA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the PowerSchool Software and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

- 8.3. No Indemnity. GWAEA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the PowerSchool Software by: 1) GWAEA's provision of access to the PowerSchool Software; or 2) Licensee's access or use of the PowerSchool Software.
- 8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between GWAEA and Licensee with regard to the PowerSchool Software and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of GWAEA and Licensee.
- 8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction.
- 8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

CORALVILLE FACILITY

We the undersigned agree to the terms and conditions set forth in this Agreement and Exhibits.

GRANT WOOD AREA LICENSEE

EDUCATION AGENCY Linn-Mar CSD

By:

Name: Katie Lowe Lancaster Name: Randy Bauer

Position: Board President Position: GWAEA Board President

Date: Date: July 7, 2025

EXHIBIT A

PowerSchool Software means:

The PowerSchool SIS software provided by Powerschool Group LLC, including all of the base functionality plus State Reporting.

K-12 Student Enrollment: 7,205.5

Per Pupil Cost: \$9.05 Base Charge: \$2,000.00

PowerSchool SIS Charge (Base Charge + Per Pupil Charge): \$67,209.78

Whole Grade Sharing Charge: \$0.00 Enrollment Express Charge: \$0.00 ECollect Forms Charge: \$0.00

PowerSchool Registration Charge: \$0.00 Registration Translation Charge: \$0.00

Schoology Charge: \$0.00 Naviance Charge: \$0.00 School Messenger: \$0.00

School Messenger Secure File: \$0.00 School Messenger Implementation: \$0.00

Admin Service: \$0.00

Total Cost: \$67,209.78

License Period: July 1, 2025 - June 30, 2026

Term of this Agreement: July 1, 2025 - June 30, 2026

Billing Schedule

| Payment will be made no later that | an thirty days after the invoice | . Invoicing will be in August 20 | 25. |
|------------------------------------|----------------------------------|----------------------------------|-----|
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MEMORANDUM OF UNDERSTANDING BETWEEN Linn-Mar Community School District and

Workplace Learning Connection (WLC) agrees to:

- **PROVIDE** high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District's students
- PROVIDE middle/junior high and senior high school student services based on school
 population for establishing equity of support among the districts; elementary school programs
 will be charged at a per service rate
- **PROVIDE** a report of services rendered annually to the administration
- COLLABORATE with the District/School as it develops a District Career and Academic Plan
- COLLABORATE with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators
- **ASSIST** the District in fulfilling its non-delegable duty to provide an educational environment free of unlawful discrimination

| Chair, Kirkwood Board of Trustees signature | date | |
|---------------------------------------------|------|--|
| | | |

<u>I, representing the District in regard to Career Development Planning, agree to:</u>

- **IDENTIFY** WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- ALLOW access to the school community via website and school publications for WLC/District activities
- PROVIDE awareness of the elective, academic internship and/or practicum through the school's
 Program of Studies and award appropriate school credit for participation
- ASSIST WLC in its role to help ensure an educational environment free of discrimination, including in the provision of necessary information to facilitate that role or communication with third-party providers

At the Building level, with the Principal and Administrative Team:

- **ENSURE** access to and equity of student and staff participation in Career Exploration experiences
- **PROVIDE** an appropriate contact(s) for WLC within the district or school building(s); preferably in Guidance
- **PROMOTE** flexibility in school scheduling to accommodate Career Development activities At the school contact level, in partnership with WLC School Liaison:
- PROVIDE student preparation & follow-up for Career Development activities
- ADHERE to the activity request and scheduling dates/deadlines and to participation compliance policies

Entire District, in partnership with WLC:

- USE, DISSEMINATE OR DISTRIBUTE WLC materials with acknowledgement to all users that they
 are Kirkwood's creation and credit is due to Kirkwood therefore. Furthermore, you agree not to
 modify or remove any information from the materials, including information regarding
 ownership of the materials. Kirkwood hereby reserves the right to revoke the uses allowed
 hereunder at its sole discretion.
- Ensure Students participating in WLC programs are covered under district liability insurance per district policy regarding covered students

To sustain the intermediary functions of Workplace Learning Connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula. An annual increase each subsequent year will be based on the allowable growth increase approved by the lowa Legislature.

Budget line item for *Career Development Activities* based on the 2024-2025 Enrollment reported to lowa Department of Education:

| | Total for 2025-26 | | | | \$23,527.86 |
|-------------|--------------------|---|---------------|---|-------------|
| Grades 9-12 | @ \$6.82 / student | Χ | 2229 students | = | \$15,201.78 |
| Grades 6-8 | @ \$4.72 / student | Χ | 1764 students | = | \$8,326.08 |

Our endorsement will enable Workplace Learning Connection to fulfill the goals of regional communication and coordination of work-based learning experiences and support school districts, employers, and communities in local collaborative efforts.

President, Board of Education signature

date

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection. Workplace Learning Connection programs provide equal opportunity to all persons regardless of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability.

2025-2026 ANNUAL DISTRICT ENROLLMENT FORM

SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE CONCURRENT ENROLLMENT PARTNERSHIP – LINN COUNTY

DISTRICT: LINN-MAR COMMUNITY SCHOOL DISTRICT

PART I: LINN COUNTY REGIONAL CENTER PROGRAM

Through the Regional Center Program, students from participating high schools can access education opportunities and earn high school and college credit through individual courses and Career Academy programs.

| Courses Offered in the 202 | 25-2026 School Ye | ear | |
|---------------------------------------------------------|-------------------|-----------------|----------|
| Advanced Manufacturing & Welding - CTE | Course Number | College Credits | Fees |
| CNC Mill Operator | MFG-173 | 2 | \$107.50 |
| CNC Lathe Operator | MFG-174 | 2 | \$107.50 |
| Intro to Fabrication | WEL-208 | 2 | \$95.00 |
| Intro to Safety & Health of Welders | WEL-228 | 1 | \$35.00 |
| Print Reading and Welding Symbol Interpretation | WEL-233 | 3 | \$50.00 |
| Gas Metal Arc Welding Spray Transfer | WEL-245 | 2 | \$320.00 |
| Gas Metal Arc Welding Short Circuit Transfer | WEL-244 | 2 | \$95.00 |
| Gas Tungsten Arc Welding (GTAW) for Carbon Steel | WEL-251 | 2 | \$320.00 |
| Allied Health Careers - CTE | Course Number | College Credits | Fees |
| Explorations of Health Careers | HSC-205 | 3 | \$81.00 |
| Basic Anatomy & Physiology | BIO-161 | 3 | \$10.00 |
| Medical Terminology | HSC-115 | 4 | \$0.00 |
| Professionals in Health | HSC-107 | 2 | \$0.00 |
| Application & Software Development - CTE | Course Number | College Credits | Fees |
| Fundamentals of Web Programming | CIS-207 | 3 | \$0.00 |
| Workplace Project Based Learning: Information Solutions | WBL-146 | 3 | \$0.00 |
| Computer Concepts | NET-130 | 3 | \$0.00 |
| Intro to Programming Logic | CIS-121 | 3 | \$0.00 |
| Architecture, Construction & Engineering (ACE) - CTE | Course Number | College Credits | Fees |
| Construction Safety | CON-108 | 1 | \$35.00 |
| Work-Base Learning: Industrial Tech | WBL-148 | 2 | \$90.00 |
| Architectural Plans & Specs | CON-101 | 3 | \$32.00 |
| Structures and MEP | CON-313 | 3 | \$55.00 |
| Construction Lab | CON-190 | 3 | \$90.00 |

| Automotive Technology - CTE | Course Number | College Credits | Fees |
|-----------------------------------------------------|---------------|-----------------|----------|
| Technical Lab I | AUT-888 | 4 | \$37.00 |
| Industrial Math | MAT-715 | 3 | \$0.00 |
| Automotive Brake Systems | AUT-502 | 2 | \$25.00 |
| Automotive Suspension and Steering | AUT-402 | 2 | \$25.00 |
| Automotive Heating & Air Conditioning | AUT-702 | 2 | \$48.00 |
| Technical Lab II | AUT-889 | 4 | \$83.00 |
| | | | |
| Business | Course Number | College Credits | Fees |
| Intro to Business | BUS-102 | 3 | \$0-25 |
| Principles of Marketing | MKT-110 | 3 | \$0.00 |
| Human Relations in Management | MGT-145 | 3 | \$0.00 |
| Principles of Macroeconomics | ECN-120 | 3 | \$0.00 |
| | | | |
| Criminal Justice and Human Services | Course Number | College Credits | Fees |
| Intro to Criminal Justice | CRJ-100 | 3 | \$0.00 |
| Intro to Human Services | HSV-109 | 3 | \$0.00 |
| Health and Psychosocial Rehab | HSV-282 | 3 | \$0.00 |
| Police and Society | CRJ-111 | 3 | \$0.00 |
| | | | |
| Digital Arts, Social Media, and Visual Design - CTE | Course Number | College Credits | Fees |
| Digital Photography | ART-186 | 3 | \$65.00 |
| Emerging Tech Trends | BCA-179 | 3 | \$0.00 |
| Principles of Marketing | MKT-110 | 3 | \$0.00 |
| Social Media in Business | MKT-130 | 3 | \$0.00 |
| | | | |
| Dental - CTE | Course Number | College Credits | Fees |
| Dental Terminology | DEN-110 | 2 | \$0.00 |
| Professionals in Health | HSC-107 | 2 | \$0.00 |
| Dental Nutrition | DEN-220 | 1 | \$0.00 |
| Microcomputer Lit | BCA-189 | 1 | \$0.00 |
| Dental Anatomy | DEN-120 | 3 | \$0.00 |
| Head and Neck Anatomy | DEN-130 | 1.5 | \$0.00 |
| | | | |
| Education | Course Number | College Credits | Fees |
| Exploring Teaching | EDU-110 | 3 | \$0.00 |
| Intro to Psychology | PSY-111 | 3 | \$0.00 |
| Topics in Education | EDU-200 | 1 | \$0.00 |
| Behavior Management | EDU-119 | 3 | \$0.00 |
| Developmental Psychology | PSY-121 | 3 | \$0.00 |
| | | | |
| Patient Care Exploration - CTE | Course Number | College Credits | Fees |
| Nurse Aide | HSC-168 | 3.5 | \$157.00 |
| Explorations of Healthcare Careers | HSC-205 | 3 | \$81.00 |
| Geriatric Specialist | HSC-224 | 3 | \$0.00 |
| (Nurse Aide Apprenticeship only) | | | |
| | | | |
| Pre-Med, Nursing and Professional Health Careers | Course Number | College Credits | Fees |
| Nutrition | BIO-151 | 3 | \$0.00 |

| Human Anatomy & Physiology I | BIO-168 | 4 | \$10.00 |
|------------------------------------------------|---------------|-----------------|---------|
| Human Anatomy & Physiology II | BIO-173 | 4 | \$10.00 |
| Fundamentals of Oral Communication | SPC-101 | 3 | \$0.00 |
| Pre-Med, Nursing with Nurse Aide Certification | Course Number | College Credits | Fees |
| Nutrition | BIO-151 | 3 | \$0.00 |
| Human Anatomy & Physiology I | BIO-168 | 4 | \$10.00 |
| Human Anatomy & Physiology II | BIO-100 | 4 | \$10.00 |
| Nurse Aide | HSC-168 | 3.5 | \$157.0 |
| Nuise Alue | 1100 100 | 0.0 | ψ137.0 |
| Arts & Sciences Pick and Choose | Course Number | College Credits | Fees |
| Cultural Anthropology | ANT-105 | 3 | \$0.00 |
| Art Appreciation | ART-101 | 3 | \$0.00 |
| Digital Photography | ART-186 | 3 | \$65.00 |
| Emerging Tech Trends | BCA-179 | 3 | \$0.00 |
| Microcomputer Literacy | BCA-189 | 1 | \$0.00 |
| Basic Anatomy and Physiology | BIO-161 | 3 | \$0.00 |
| Human Biology | BIO-154 | 3 | \$0.00 |
| Introduction to Business | BUS-102 | 3 | \$0-25 |
| Intro to Programming with Logic | CIS-121 | 3 | \$0.00 |
| Principles of Macroeconomics | ECN-120 | 3 | \$0.00 |
| Behavior Management | EDU-119 | 3 | \$0.00 |
| Composition I | ENG-105 | 3 | \$0.00 |
| Composition II | ENG-106 | 3 | \$0.00 |
| Personal Finance | FIN-121 | 3 | \$0.00 |
| Medical Terminology | HSC-115 | 4 | \$0.00 |
| US History Since 1877 | HIS-152 | 3 | \$0.00 |
| Statistics | MAT-156 | 3 | \$0.00 |
| Human Relations | MGT-145 | 3 | \$0.00 |
| Principles of Marketing | MKT-110 | 3 | \$0.00 |
| Social Media in Business | MKT-130 | 3 | \$0.00 |
| Personal Wellness | PEH-111 | 3 | \$0.00 |
| Principles of Sports Management | PEH-255 | 3 | \$0.00 |
| Introduction to Psychology | PSY-111 | 3 | \$0.00 |
| Developmental Psychology | PSY-121 | 3 | \$0.00 |
| Survey of World Religions | REL-101 | 3 | \$0.00 |
| Introduction to Sociology | SOC-110 | 3 | \$0.00 |
| Fundamentals of Oral Communication | SPC-101 | 3 | \$0.00 |

^{*}District will pay Kirkwood 100% of Kirkwood's current tuition rate per student (\$221/credit hour) for career and technical education (CTE) courses in addition to associated fees. District will pay Kirkwood 80% of the Kirkwood's current tuition rate per student (\$221/credit hour) for Arts and Sciences courses, with the stipulation that each course enrolls a minimum of 15 students. Arts and Sciences courses enrolling less than 15 students will be charged 100% of Kirkwood current tuition rate per student. Kirkwood will provide the textbooks and course materials for all regional center courses.

PART II: ONSITE & ALTERNATIVE CONCURRENT ENROLLMENT PROGRAM

ONSITE COURSE OFFERINGS

Onsite course offerings are concurrent enrollment offerings at the high school, most often taught by a high school paid instructor. Onsite sections are created and dedicated to high school students. In rare cases, courses are offered at a Kirkwood-provided location outside of the high school, but for enrollment and billing, purposes are treated as onsite sections. If adding coursework to onsite offerings, please indicate the coursework in Part III.

| Course | Course Number | College Credits |
|--------------------------------------------------------------|---------------|-----------------|
| Exploring Teaching | EDU-110 | 3 |
| Behavior Management | EDU-119 | 3 |
| Childhood Growth and Development | ECE-170 | 3 |
| Intro to Engineering Design (IED PLTW) | EGT-400 | 3 |
| Principles of Engineering (POE PLTW) | EGT-410 | 3 |
| Digital Electronics | EGT-420 | 3 |
| Computer Integrated Manufacturing (CIM PLTW) | EGT-450 | 3 |
| Civil Engineering & Architecture (CEA PLTW) | EGT-460 | 3 |
| Composition I | ENG-105 | 3 |
| Composition II | ENG-106 | 3 |
| Intermediate Spanish I | FLS-241 | 3 |
| Intermediate Spanish II | FLS-242 | 3 |
| Math and Society | MAT-115 | 3 |
| How College Works | SDV-105 | 3 |
| Work-Based Learning: Internship – Practicum/Field Experience | WBL-200 | 1 |

ALTERNATIVE CONCURRENT ENROLLMENT COURSE OFFERINGS

Alternative Concurrent enrollment courses are when students join an existing traditionally offered college class. In Alternative Concurrent Enrollment, concurrent enrollment students will be taking the course with a Kirkwood paid instructor. These courses are not dedicated to high school students, but are college courses high school students are eligible to join alongside other traditional and non-traditional student populations; many of these courses are offered online or at a Kirkwood location.

Below is a rate chart for alternative concurrent and onsite courses:

| High School or Kirkwood Paid Instructor | <u>Format</u> | Who Provides the Book | Rate* |
|--------------------------------------------------------------|------------------------------------------------------------|--------------------------|----------------|
| High School | Onsite | High School | 22% of tuition |
| Kirkwood | Onsite & Alternative Concurrent (Online/Kirkwood Location) | Kirkwood | 80% of tuition |
| Tuition is \$221 per credit hour | | | |
| All contracted courses receive supplemental weighted funding | | | |

^{*}The district will pay Kirkwood 100% of Kirkwood's current tuition rate per student (\$221/credit hour) for certain alternative concurrent enrollment career and technical education (CTE) courses in addition to associated fees.

PART III: REQUIRED SELECTIONS

PLEASE SELECT ONE OF THE FOLLOWING:

| OPTION 1: District elects to enroll in the Kirkwood Community College Concurrent Enrollmen Program with all offerings as concurrent enrollment, including the Regional Center offering If selected, the district does not have to indicate any specific courses. Note: This selection means that the district is contracting for all Kirkwood Community College classes with the exception of courses that are coded as developmental and those that don't qualify per Senior Year Plus code. OPTION 2: District elects to enroll in the Kirkwood Community College Concurrent Enrollmen Program in only the courses indicated. If selected, the district must provide a list to Kirkwood and indicate the courses in the appropriate box below. OPTION 3: District declines to enroll in the Kirkwood Community College Concurrent Enrollment Program. If Option 2 is selected, please add courses to the appropriate box below. Please include any new onsite offerings that are not already listed in Part II. | gs. nt |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| District Will Contract All Courses Below | |
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| OR | |
| District Will Contract All Courses Except those Listed Below | |
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PART IV: REQUIRED SIGNATURES:

DISTRICT SCHOOL BOARD SIGNATURE REQUIRED:

| Name: | Title: Board President |
|---------------------------------|------------------------|
| Date: | |
| KIRKWOOD BOARD SIGNATURE REQUIR | RED: |
| Name: | Title: |
| Date: | |



SHARED PERSONNEL AGREEMENT BETWEEN KIRKWOOD COMMUNITY COLLEGE AND LINN-MAR COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into 1st day of July, 2025, by and between Kirkwood Community College (KCC) and Linn-Mar Community School District (LMCSD).

WHEREAS, KCC and LMCSD seek a cooperative arrangement to share the services of a work-based learning coordinator; and

WHEREAS, LMCSD is a public school district organized and existing under the laws of the State of Iowa; and

WHEREAS, KCC is a community college system organized and existing under the laws of the State of Iowa; and

WHEREAS, this Agreement is subject to the provisions of Iowa Code Chapter 28E and/or Iowa Code section 280.15, as applicable.

NOW, THEREFORE, LMCSD's Boards of Directors and KCC Board of Trustees agree as follows:

- 1. KCC will carry the employment contract for the Work-Based Learning Coordinator and shall be deemed the employer for purposes of rights and obligations under Iowa law and for purposes of compliance with federal and state laws relating to employment benefits, subject to contributions by LMCSD and KCC pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations and job descriptions of KCC. The responsibility for evaluation of the coordinator's performance shall remain with KCC, pursuant to its established procedures. KCC's personnel policies and practices shall apply to and govern the coordinator's conduct and performance. The coordinator will participate in LMCSD and KCC's professional development as needed.
- 2. The coordinator's services will be shared by KCC and LMCSD schools. The details of the coordinator's assignment between LMCSD and KCC will be determined jointly by the superintendent and the supervisor at KCC. Duties and responsibilities in the school district will be determined and assigned by the superintendent and KCC. It is the intent of LMCSD and KCC that the coordinator be shared for approximately twenty percent (20%) of contracted time amongst each of the partners for a total package not to exceed:

| District | Max Contribution |
|----------|------------------|
| KCC | \$12,000 |
| LMCSD | \$12,000 |
| Total | \$24,000 |

- 3. At any time the WBLC employment is terminated by KCC, LMCSD shall not be obligated to pay any more than the costs set out in Paragraph 2 above, for the actual days of service performed by the individual.
- 4. The coordinator's annual cost (including salary, fringe benefits, and direct employment taxes) shall be calculated. At the end of each semester, ten percent (10%) of the total cost shall be billed to each school district. In total, the school district will be billed twenty percent (20%) of the coordinator's total annual cost. The school district will provide payment to KCC of the amounts billed within thirty (30) days of receipt of a bill from KCC.
- 5. The coordinator's annual contract days will be 200 days. Approximately 195 contract days will be used during the fall and spring semesters with the other 5 contract days being used in the summer.
- 6. KCC will provide the Worker's Compensation Insurance coverage for the WBLC.
- 7. The WBLC will assist students who don't have a specific career plan and those who would benefit from more coaching and guidance regarding college and career readiness. This could be done through WBL courses, job shadows, employability skills, company tours, practicum, apprenticeships, academy programs, and internships. For students who already have a defined career path in place, these programs will enhance the employability skills of students. The WBLC, through collaboration with regional partners to identify new and emerging training opportunities that align with industry workforce needs, will lead, create and implement strong work-based learning student experiences. As a coordinator, the WBLC will function as the liaison and facilitator between the schools, KCC and business/industry for high-quality work-based learning experiences for students.
 - a. Essential elements of work-based learning:
 - i. Academic Preparation
 - ii. Partnership between education and industry
 - iii. Academic follow-up
- 8. The coordinator will work in collaboration with the Intermediary and College and Career Counselors to serve students.
- 9. LMCSD and KCC each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
- 10. LMCSD and KCC agree to provide proof of liability insurance in connection with this understanding in which each has enrolled (General Liability \$1,000,000 and Umbrella Liability). LMCSD and KCC named as an additional insured pursuant to the aforesaid liability policies.

- 11. The term of this Agreement shall be for the 2025-2026, 2026-2027 and 2027-2028 school years. This agreement may be renewed pursuant to the mutual agreement of LMCSD and KCC. This Agreement is automatically continued for additional one-year terms thereafter unless LMCSD and KCC affirmatively notifies the other partners, in writing, on or before April 1 preceding any year of renewal that it wishes to terminate the Agreement, effective at the end of the current term. The districts may mutually agree to terminate this Agreement at an earlier date.
- 12. This Agreement contains the entire understanding between LMCSD and KCC and cannot be amended except in writing signed by LMCSD and KCC.
- 13. Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

| IN WITNESS WHEREOF, this instrument is executed by LMCSD and KCC's respective officers on the dates as hereinafter stated. | | |
|----------------------------------------------------------------------------------------------------------------------------|------|--|
| President, Board of Trustees Kirkwood Community College | Date | |
| | | |
| Linn-Mar Community School District | Date | |



Change Order

PROJECT: (Name and address) 22216000

Linn-Mar Performance Venue

3111 Tenth Street Marion, IA 52302 CONTRACT INFORMATION:

Contract For: General Construction

Date: 02-05-2024

CHANGE ORDER INFORMATION:

Change Order Number: 009

Date: 06-27-2025

OWNER: (Name and address)

Linn-Mar Community School District 2999 North Tenth Street

Marion, IA 52401

ARCHITECT: (Name and address)

OPN Architects, Inc. 200 5th Ave SE Ste 201 Cedar Rapids, IA 52401 CONTRACTOR: (Name and address)

McComas-Lacina Construction 1310 Highland Court

Iowa City, IA 52240

THE CONTRACT IS CHANGED AS FOLLOWS:

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

| COR 032 | RFI-069 | Changes for A/V Items | \$ 7,700,28 |
|----------------|---------|--------------------------------------------|--------------|
| COR 045 | ITC-015 | Retaining Walls for Existing Monument Sign | \$ 25,035.06 |
| COR 046 | ITC-037 | Stage Door Access Changes | \$ 11,492.91 |
| COR 047 | ITC-038 | AV Rack R101 Circuit Add | \$ 1,209.72 |

TOTAL: \$ 45,437.97

| The original Contract Sum was | \$ 25,507,000,00 |
|--------------------------------------------------------------------------|------------------|
| The net change by previously authorized Change Orders | \$ 62,010.88 |
| The Contract Sum prior to this Change Order was | \$ 25,569,010.88 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 45,437.97 |
| The new Contract Sum including this Change Order will be | \$ 25,614,448.85 |

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

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

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

| Helly L. Dlota ARCHITECT (Signature) | Phil Keppler CONTRACTOR (Signature) | OWNER (Signature) |
|-------------------------------------------------------|--------------------------------------|------------------------------------|
| BY: Kelly Slota, Construction Administrator | BY: Phil Keppler | BY: Katie Lowe Lancaster, Board |
| (Printed name, title, and license number if required) | (Printed name and title) | President (Printed name and title) |
| 06/27/2025 | 6/30/25 Date | |
| Date | | Date |

LICENSE AGREEMENT NON-COMMERCIAL

This license agreement ("Agreement") is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, and Iowa school corporation ("Licensor"), and the undersigned ("Licensee").

- 1. DEFINITIONS
- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.
- 1.2 "Licensed Product" means the products bearing the Trademarks.
- 1.3 "Royalty Rate" means the percentage defined in Exhibit B.
- 1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted, nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.
- 2. LICENSE
- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made, and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate time Net Sales.
- 2.3 Code of Conduct. The grand of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.
- 3. LICENSOR'S CONTROL
- 3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain a Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.
- 4. USE OF THE TRADEMARK
- 4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.
- 4.2 Proper Notice and Acknowledgement. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.
- 4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.
- 4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the

Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

- 5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.
- 5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.
- 5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) days of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

7. MISCELLANEOUS

- 7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees, and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of License Products by third parties.
- 7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.
- 7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.
- 7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.
- 7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.
- 7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.
- 7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States Postal Service, or by courier service at the addresses listed below.
- 7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

7/1/25

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.

| • | | |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------|
| Please print (e. | xcept for your signature) and provi | ide all the information requested. |
| Licensee: (Non-Com | mercial) | |
| Full Name of Group: Linn | Mar 12U Platinum Baseball | × |
| | | (Example: LM Red 3 rd grade basketball, Wilkins PTO) |
| Purpose of Use of Licensed | d Materials: State Baseball T-s | shirts |
| | | (Example: Club team uniforms, PTO fundraiser) |
| Contact's Title/Position: \underline{C} | Coaches Wife | |
| | | (Example: Coach, PTO chair, |
| Contact's Name (print): <u> </u> | Aubrey Balkman | |
| | lon Da. | |
| Contact's Signature: | Moreoper | Date Signed: 6/26/2025 |
| Contact Information: | Phone: <u>319-310-6989</u> | |
| | _{Email:} aubreybalkman@gn | nail.com |
| | | |
| | Full Address: 5726 Cedar Ri | idge Dr Marion, Iowa 52302 |
| | | |
| | | |
| Licensor: Linn-Mar Community Scho 2999 N 10 th Street, Marior District Contact: Business | n, IA 52302 | |
| Email: <u>sofferman@linnma</u> Phone: (319) 447-3145 | | |
| Board President's Name (p | orinted): | |
| Board President's Signatur | re: | Date: |
| | | |

Exhibit A

a)



b)



c)



d)



e)



- f) Linn-Mar Community School District
- g) Linn-Mar Lions

Exhibit B

Non-Commercial Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional

materials for the group

Customers: Members of the group

Term: Five (5) years

Reporting Period: Annually

CODE OF CONDUCT COMMERCIAL

Prohibited Items. Licensee shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol, or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol, or illegal drugs. **Supplier Performance.** Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

Gifts. Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

Compensation. Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

Working Conditions. Licensee shall provide a safe and healthy working environment and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

Workers' Rights. Employees of Licensee and subcontractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual, or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

Legal Compliance. Licensee shall comply with all the laws and regulation governing the workplace and Licensee's conduct of its business affairs. Where there are differences or conflicts with this Code of Conduct and the applicable laws, the higher standard will prevail.



Excursions and Trips Request Form

Exhibit 805.1 Code 603.3-E

Date Request Received by CFO/COO: 692

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer NOT LESS
THAN FOUR WEEKS PRIOR TO THE PROPOSED EXCURSION/TRIP AND PRIOR TO ANY TRAVEL
ARRANGEMENTS BEING FINALIZED.

Overnight excursions/trips require prior approval of the building administrator, the superintendent [or designee], and the school board. In authorizing excursions/trips, the building principal will consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored excursions/trips unless the event is sanctioned by the state athletic associations.

THE REQUEST WILL INCLUDE:

- a. Rationale for the excursion/trip including the purpose and objectives
- b. Clarification if request is dependent upon pre-qualifying for event
- c. Detailed plans for student supervision
- d. Proposed itinerary
- e. Cost and source of funding
- f. Number of student participants
- g. Copy of required participation paperwork
- Within three weeks of the completion of the excursion/trip the sponsor will submit a written summary of the
 event to the building principal.
- The building will be responsible for obtaining a substitute teacher if one is needed.
- Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

| EXCURSION/TRIP CRITERIA: The following checklist M | MUST BE signed and submitted to the Chief |
|------------------------------------------------------------------|--------------------------------------------------|
| Financial/Operating Officer with required documentation M | OT LESS THAN 4 WEEKS PRIOR TO the proposed |
| excursion/trip and prior to any travel arrangements being fi | |
| Group: FFA | Submitted by: / Volter |
| (Examples: Robotics, FBLA, etc.) | (Name) |
| | |

| Criteria | | Description | Provided |
|--------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Purpose | Required | Purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3. | |
| Pre-Planning | Required | Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.) | |
| Follow-Up | Required | Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip. | |
| Assessment | Required | Evidence that students will be required to demonstrate their understanding of the learning expected from this experience. | |
| Funding | Required | Source of funding has been determined that meets Department of Education and district guidelines. <i>Reference Board Policy 603.3.</i> | |
| Common Experience | Recommended | This excursion/trip is a common experience that all students at this grade level or activity group should have. | |
| Multi-disciplinary | Recommended | This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration. | V |
| Building Principal Approval | | Fach Wifslord Date | 6/4/25 |
| Chief Financial/Operating Officer Approval | | Date Date | 6/10/25 |
| Board of Directors Approval | | Date | |

Adopted: 2/99 / Reviewed: 9/13; 2/15; 4/18; 6/21; 2/24 / Revised: 8/16; 11/17 / Related Policy: 502.1; 503.6; 603.3; 603.3-R

Linn-Mar FFA Chapter – Overnight Field Trip Request

Trip Title: FFA Officer Retreat

Dates: July 20th-22nd, 2025

Destination: Bennett, Iowa

Lodging: Tine Ridge Cabin booked through Airbnb

Advisor/Chaperones: Jacob Mayes, Agriculture Instructor

Purpose of the Trip

The FFA Officer Retreat serves as a leadership development and team-building experience for the newly elected Linn-Mar FFA Officer Team. The retreat will focus on goal setting, strategic planning for the upcoming year, enhancing communication and collaboration skills, and building a cohesive officer team that can lead our chapter effectively.

Pre-Planning Activities

- Officer elections and confirmation before the retreat
- Completion of pre-retreat surveys on leadership styles and team roles
- Advisor-President led planning meetings to set retreat objectives
- Preparation of materials for workshops and goal-setting exercises
- Parent and participant information meeting outlining expectations

Follow-Up Activities

- Officers will develop and present a strategic chapter Program of Activities (POA) based on retreat planning, completion of officer binders
- Implementation of leadership roles assigned during the retreat
- Monthly officer check-ins and goal reviews
- Student-led officer reflection presentations to the chapter and/or school board
- Officer retreat reflection assignments

Assessment of Trip Impact

- Pre and post-retreat leadership self-assessments
- Reflection essays by each officer
- Evaluation of group performance during the retreat activities
- Growth in officer participation, communication, and event planning noted over the school year
- Measured the success of chapter initiatives planned during the retreat

Funding and Budget

| Item | Cost Estimate |
|----------------------------|---------------|
| Lodging (2 nights) | \$500 |
| Meals (6 meals x 7 people) | \$300 |
| Transportation (bus/van) | \$250 |
| Supplies & Materials | \$150 |
| Team-Building Activities | \$200 |
| Total Estimated Cost | \$1,400 |

Funding Sources:

- Chapter FFA Funds
- Possible Community Donations or Sponsors
- Fundraising Events
- Participant Contribution (optional/if needed)

Common Experience & Multidisciplinary Connections

- Leadership: Public speaking, ethics, and servant leadership
- Communication: Active listening, conflict resolution, team dynamics
- Agricultural Education: Strategic planning for FFA events tied to agriscience and community outreach
- Business & Marketing: Planning fundraising, budgeting, and promoting events
- English Language Arts: Written reflections, mission statement drafting, public speaking
- Social Studies: Understanding group behavior and civic responsibility through team activities

Proposed Itinerary

Day 1

- 9:00 AM Depart from Linn-Mar High School
- 10:30 AM Arrive & settle in & get room assignments
- 11:00 AM Team icebreakers & leadership styles workshop
- 12:30 PM Lunch
- 1:30 PM Chapter goals & Program of Activities planning
- 4:00 PM Group outdoor challenge course or industry tour
- 6:00 PM Dinner
- 7:30 PM Fireside reflection & team bonding
- 10:00 PM Lights out

Day 2

- 8:00 AM Breakfast
- 9:00 AM Officer role deep dives and goal setting
- 11:00 AM Team-building simulation
- 12:30 PM Lunch
- 1:30 PM workshop: running effective meetings (Basics, Parli Pro)
- 3:30 PM Free time/hiking or Industry Tour
- 5:30 PM Dinner
- 7:00 PM Final planning for FFA year: calendar, committee structure
- 9:00 PM Movie/relaxation
- 10:30 PM Lights out

Day 3

- 8:00 AM Breakfast
- 9:00 AM Personal mission statements & final reflections
- 11:00 AM Clean-up and pack
- 12:00 PM Depart
- 1:30 PM Arrive back at Linn-Mar High School

Conclusion

This retreat is a key leadership development tool for Linn-Mar FFA. It empowers student leaders to gain essential skills that will be used throughout the school year and beyond. With strong planning, curriculum alignment, and effective assessment, this trip will build a foundation of success for the entire chapter.



6/0/25

Fundraising Request Form

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines Exhibit 806.1

| Request Form Due | Board Approval Date | Fundraiser Start Date |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------|
| First day of school for fundraisers occurring from October 1 st thru December 31 st | First meeting in September | Fundraisers should NOT start until the day immediately following board approval |
| Last day of school before Thanksgiving break for fundraisers occurring from January 1 st thru March 31 st | December meeting | |
| By February 15 th for fundraisers occurring from April 1 st thru May 31 st | March meeting | |
| By April 15 th for fundraisers occurring from June 1 st thru September 30 th | First meeting in May | |

REMINDERS: All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Jessica Deahl Contact Phone: 319.730.3559

Contact Email: Joeal @linnwar. Kla.ia - U. District Account Code: 21.0109.1900.950

Building Name: Linn Mar High School Sponsoring Group: Mental Health

| 9 | 8048.001999 | |
|--------------------------------------------------------------------------|----------------------------------|--|
| Description of Fundraising Activity (All information is required for the | | |
| Fundraising Activity: 3rd Annual Suicide Preventic | on Night at the LM Football Game | |
| Activity Start/End Dates: September 1 - October 3, 2025 E | stimated Proceeds: | |
| Purpose/Use of Funds Raised (Must be specific): Tomorrow Nec | ds you shirts will be sold | |
| as part of this event, \$ 2.00 per shirt wil | Il be donated to The | |
| Athlete's Health, a lead organization | on focused on emotional | |
| wellness, resilency; werall personal devel | opment for athletes. | |
| | | |
| Administrator Approval: | | |
| I approve that this request is necessary to provide funds for the purpo | | |
| Building Administrator's Signature: | Date: 6-5-15 | |
| | | |
| Business Office and Board Review/Approval: | 7/.5 | |
| Business Office Review/Approval: | Date: 7/1/25 | |
| Board Review/Approval: | Date: | |
| Summary Due Date: | | |
| , | Revised: 6/22; 7/22 | |