

Proclamation in Recognition of National School Counseling Week February 5-9, 2024

WHEREAS, school counselors are employed in public and private schools to help students reach their full potential; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and social/emotional development; and

WHEREAS, school counselors help parents focus on ways to further their children's educational, personal, and social growth as they encounter the challenges of raising children in today's world; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set healthy, realistic, and optimistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, school counselors are considered an integral part of the educational process that enables all students to achieve success in school and life and meet the challenges of the 21st century;

THEREFORE, the Linn-Mar Board of Directors do hereby proclaim February 5-9, 2024, as National School Counseling Week.

Linn Mar High School

HF 2392, Division 1

Individual Career and Academic Plan

| Team responsible for establishing, implementing and maintaining the district plan | | | | | | | | |
|---|---|--|--|--|--|--|--|--|
| Team Member | Job Title | | | | | | | |
| Mark Hutcheson | Administrator - | | | | | | | |
| Elizabeth Kreher | HS School Counselor | | | | | | | |
| Sheryl Bass | College and Career Transition Coordinator | | | | | | | |
| Kim Woods | MS (Oak Ridge) School Counselor | | | | | | | |
| Lindsey Starmer | MS (Excelsior) School Counselor | | | | | | | |
| Jeremy Brown | CTE Teacher | | | | | | | |
| Barb Schult | MOC | | | | | | | |
| Amanda Hajek | HS TAG Teacher | | | | | | | |
| Sydney Pitstick | HSP Teacher - Excelsior | | | | | | | |
| Molly Burgeson | HSP Teacher - Oak Ridge | | | | | | | |
| Kate Ahlers | Workplace Learning Connection | | | | | | | |

Iowa Administrative Code (IAC) 281-49 requires school districts to have an Individual Career and Academic Plan (ICAP) for each student in grades 8-12. In 2016, House File 2392 redesigned the career and academic planning process with increased emphasis on Career and Technical Education (CTE) shifting from the traditional career planning assessments and inventories to integrating high-quality, high-value, career-related experiences designed to increase student engagement and align students' interests with local, regional and state labor market needs.

Years into the redesign, the career and academic planning process continues to seek student, parent, district and external stakeholder engagement to ensure information remains relevant and useful. The holistic nature ensures continuous feedback between internal and external stakeholders and ensures that students exhibit highly marketable employability skills and are prepared to successfully transition into higher education, training programs or directly into the workforce.

Essential Components of the Plan

Essential Component 1: Self-Understanding: Students shall engage in developmentally appropriate inventories and assessments that promote self-understanding, the connection to work, and engage in meaningful reflective activities about the results.

Example Activities: Inventories and assessments may include, but are not limited to, interest inventories; work values assessments; personal values inventories; abilities, strengths, and skills assessments; career cluster assessments; learning styles inventories; and noncognitive skills assessments.

| Grade Level | What are the student learning experiences? | Who is responsible? | When will the learning experiences occur? | What evidence will be collected to document successful completion of the learning experience? |
|----------------|--|------------------------|--|--|
| 8 | Explore Career Matches on Xello | High School Prep (HSP) | Quarterly throughout the school year in High School Prep | Completion of the lesson |
| 9 | Complete Skills Assessment on Xello | High School Counselors | 9th grade Connection Class | Completion of lesson |
| 10 | Complete Personality Styles on Xello | High School Counselors | World History & AP World History | Completion of lesson |
| 11 | Complete Work Values on Xello | High School Counselors | Adv. English 3 & English 3 | Completion of lesson |
| 12 | Complete Work/Life Balance on Xello | High School Counselors | Government & AP Government - Quarterly | Completion of lesson |

Essential Component 2: Career Information: Students shall research careers based on self-understanding results and engage in meaningful reflection about the findings.

Example Activities: Career information shall include, but is not limited to, state and national wage, earning, and employment outlook data for a given occupation; job descriptions, including such information as essential duties, aptitudes, work conditions, and physical demands; and training and education requirements.

| Grade | What are the student learning | Who is responsible? | When will the learning | What evidence will be |
|-------|--------------------------------|------------------------|---------------------------------|------------------------------|
| Level | experiences? | | experiences occur? | collected to document |
| | | | | successful completion of the |
| | | | | learning experience? |
| 8 | Complete Biases and Career | High School Prep (HSP) | Quarterly throughout the school | Completion of lesson |
| | Choices on Xello | | year in High School Prep | |
| 9 | Complete Careers and Lifestyle | High School Counselors | English 1 & Adv. English | Completion of lesson |
| | Costs on Xello | _ | | |

| 10 | Complete Career Demand on Xello | High School Counselors | World History & AP World History | Completion of lesson |
|------|--|---|---|---|
| 11 | Complete Entrepreneurial Skills on Xello | High School Counselors | Adv. English 3 & English 3 | Completion of lesson |
| 12 | Complete Career Backup Plans on Xello | High School Counselors | Government & AP Government - | Completion of lesson |
| 9-12 | CTSO participation | High School CTE Teachers and CTSO sponsors | Embedded in CTE courses, extracurricular participation possible | CTSO roster numbers, High School CTE course curriculum maps |

Essential Component 3: Career Exploration: Students shall engage in activities that reveal connections among school-based instruction, career clusters, and the world of work and engage in meaningful reflection. Example Activities: face-to-face or virtual job tours, career days/fairs, or other work-based learning activities What are the student learning Who is responsible? When will the learning What evidence will be collected Grade Level experiences occur? to document successful experiences? completion of the learning experience? 8 Career Fair 8th Grade Counselors Thank you note for career May **Financial Literacy Fair** High School Prep speaker Check-outs with Budget Sheet @ Complete Job and Employers on Workplace Learning Xello Connection Financial Lit Fair Junior Achievement **Complete Exploring Career Factors** English 1 & Adv. English 1 Completion of the lesson 9 High School Counselors on Xello High School Counselors World History & AP World Completion of the lesson 10 Complete Getting Experience on Xello History Complete Workplace Skills and High School Counselors Adv. English 3 & English 3 Completion of the lesson 11 Attitudes on Xello 12 Complete Career Path Choices on **High School Counselors** Government & AP Completion of the lesson Xello Government - Quarterly **CTSO** participation **High School CTE Teachers** CTSO roster numbers, High 9-12 Embedded in CTE courses. and CTSO sponsors extracurricular School CTE course curriculum participation possible maps **High School Counselors** Various Times throughout Report from WPLC 10-12 Complete Job Shadow the day **High School Counselors** 10-12 Internships Summer, Fall, Spring Report from WPLC

Essential Component 4: Postsecondary exploration: Students shall engage in activities to explore relevant postsecondary education and training options related to career interests and engage in meaningful reflection on the exploration experience.

Example Activities: face-to-face or virtual site or campus visits; career, employment, or college fairs; visits with recruiters and representatives of postsecondary education and training options

| Grade | What are the student learning | Who is responsible? | When will the learning | What evidence will be |
|-------|-----------------------------------|------------------------|------------------------------|------------------------------|
| Level | experiences? | | experiences occur? | collected to document |
| | | | | successful completion of the |
| | | | | learning experience? |
| 8 | Career Fair | 8th Grade Counselors | May | Thank you note for career |
| | Junior Achievement Curriculum | Junior Achievement | | speaker |
| | Complete Discover Learning | | | Completion of the lesson |
| | Pathways lesson on Xello | | | |
| 9 | Complete Program Pros & Cons | High School Counselors | English 1 & Adv. English 1 | Completion of the lesson |
| | lesson on Xello | | | |
| 10 | Complete Program Prospects | High School Counselors | World History & AP World | Completion of the lesson |
| | lesson on Xello | | History 1 | |
| 11 | Complete FAFSA & Financial Aid | High School Counselors | Adv. English 3 & English 3 | Completion of the lesson |
| | lesson on Xello | | | |
| 11 | Visit Colleges (Kirkwood, Private | High School Counselors | 4 times per year | Attendance list from trip |
| | College, Regent University) | | Kirkwood 2x | |
| | | | Private College - Fall | |
| | | | Regent University - Spring | |
| 12 | Complete Job Interviews lesson on | High School Counselors | Government & AP Government - | Completion of the lesson |
| | Xello | | Quarterly | |
| 9-12 | College Reps | High School Counselors | weekly throughout the year | CCC Sign-in |
| | | | | |

Essential Component 5: **Career and postsecondary decision**: Students shall complete relevant activities to meet their postsecondary goals consistent with the plan and stated postsecondary intention.

Example Activities: Relevant career and postsecondary decision activities may include, but are not limited to, completion of required college or university admission or placement examinations; completion of relevant entrance applications and documents or job applications, résumés, and cover letters; completion of financial aid and scholarship applications; and review and comparison of award letters and completion requirements for different postsecondary options, such as annual financial aid requirements, the role of remedial courses, course-of-study requirements, and the role of the academic advisory.

| | le academic advisory. | | | |
|----------------|---|------------------------|--|--|
| Grade Level | What are the student learning experiences? | Who is responsible? | When will the learning experiences occur? | What evidence will be collected to document successful completion of the learning experience? |
| 8 | Four Year Plan Interview, Resume, Job Application Transition to High School lesson on Xello | High School Prep | Quarterly throughout the school year in High School Prep | -Signed 4 year plan from parents -Resume and Job Application |
| 9 | 4 Year Plan Update | High School Counselors | English 1 & Adv. English | Task Completion |
| 10 | 4 Year plan, talk about Kirkwood courses Create Your Resume lesson in Xello | High School Counselors | World History & AP World History | Completion of task, reflection paper |
| 11 | 4 Year Plan, talk about Kirkwood classes Choosing a College lesson in Xello | High School Counselors | Adv. English 3 & English 3 | Completion of task |
| 12 | Students send transcripts, request letters of recommendation | High School Counselors | Government & AP Government - Quarterly | Completion of task |

| | Defining Success Lesson in Xello | | | |
|------|----------------------------------|------------------------|----------------------------|--------------------------|
| 9-12 | Individual Meetings | High School Counselors | Throughout the school year | Upload notes to Naviance |

How does this plan integrate with the district's comprehensive school improvement plan? This plan aligns with the following district goals: Board Goal 1: Inspire Learning: Implement a pathway and framework for PK-14 programming to ensure all students graduate future-ready. Board Goal 5: Empower Achievement: Enhance engagement opportunities through focused strategic partnerships.

How does this plan integrate with the school counseling program?

This plan outlines the career component of the 8th grade and high school counseling program. This plan covers the following mindsets and behaviors outlined by the American School Counseling Association:

Mindset Standards

- M 2. Self-confidence in ability to succeed
- M 4. Understanding that postsecondary education and lifelong learning are necessary for long-term career success
- M 5. Belief in using abilities to their fullest to achieve high-quality results and outcomes
- M 6. Positive attitude toward work and learning

Behavior Standards

Learning Strategies

- B-LS 1. Demonstrate critical-thinking skills to make informed decisions
- B-LS 4. Apply self-motivation and self direction to learning
- B-LS 5. Apply media and technology skills
- B-LS 7. Identify long- and short-term academic, career and social/ emotional goals
- B-LS 8. Actively engage in challenging coursework
- B-LS 9. Gather evidence and consider multiple perspectives to make informed decisions **Self-Management Skills**
- B-SMS 3. Demonstrate ability to work independently
- B-SMS 4. Demonstrate ability to delay immediate gratification for long term rewards
- B-SMS 5. Demonstrate perseverance to achieve long- and short-term goals
- B-SMS 10. Demonstrate ability to manage transitions and ability to adapt to changing situations and responsibilities **Social Skills**
- B-SS 1. Use effective oral and written communication skills and listening skills

This plan also aligns with the 21st Century Skills Standards:

- 21.8.ES 4
- 21.8.FL.1
- 21.8.FL.2

WE AR E INN-MAR

District Honors & Highlights - February 5, 2024

<u>Athletic Hall of Fame Honors</u>: Congratulations to the recent Linn-Mar Athletic Hall of Fame Inductees:

- Chris Duggan Longtime Volunteer, Supporter, and Parent
- Kyle Dunn Class of 2011 Track & Field
- Jer Garman Class of 2011 Football
- Amanda Stahl Class of 2007 Golf
- Kiah Stokes Class of 2011 Basketball

Letter of Intent Honors: Congratulations to the following student athletes who will participate in a Letter of Intent Signing on February 7th (7:30 AM @ LMHS south commons):

- Grant Boddicker University of Wisconsin/Platteville Wrestling
- Lucas Booth Quincy University Baseball
- Nick Carney Loras College Tennis
- Hazel Koenighain Mt Mercy University Soccer
- Jaxon Kramer Des Moines Area Community College Baseball
- Grant Kress South Dakota State Wrestling
- Kaleb Martin Milwaukee School of Engineering Baseball
- Jackson Mishler Black Hawk Community College Baseball
- Caleb Mossman Mt Mercy University Baseball
- Malcolm Rice University of Wisconsin/Stevens Point Tennis
- Zoe Scott Cornell College Cross Country
- Jake Wallrichs University of Dubuque Tennis
- Sam Watts South Dakota State Football

Art Honors: Congratulations to Alyssa Newport and Raelyn FitzGerald for receiving an honorable mention in the Corridor Jazz Art Contest. Their artwork will be on display at The Corridor Jazz Concert on March 4th at the Paramount and on March 5th at Voxman Hall of Music in Iowa City. <u>Click here for more information</u>



Kindergarten Registration Night Reminder: The district will host Kindergarten Registration Night on Wednesday, February 7th from 5:00-6:30 PM in all of the elementary buildings. The evening is for parents who are interested in enrolling their child(ren) into kindergarten or junior kindergarten for the 2024-25 school year. Parents will have the opportunity to tour the building and classrooms and staff will be on hand to answer questions or assist with online registration. <u>Click here for more information</u>





PPEL Special Election Reminder: The special election to renew the Physical Plant & Equipment Levy (PPEL) is Tuesday, March 5th from 7:00 AM to 8:00 PM. PPEL is the voter-approved levy that generates funds for infrastructure and equipment repairs, purchases, and improvements. PPEL funds can only be used for these purposes. <u>Click here for more information</u>

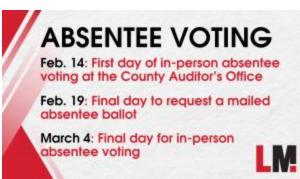




Exhibit 601.1

January 18, 2024

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

RE: 2024 Linn-Mar High School & Indian Creek Elementary School Roof Replacement

Dear Mr. Galbraith,

Seven bids were received on January 18, 2024, for the above referenced project.

We have reviewed the bids provided to us. Our review did not discover any irregularities in the bid submitted by Dryspace, Inc., for the bid items stated below. We recommend that the Linn-Mar Community School District proceed with your award process. This award may be subject to submittal of acceptable bonds, insurance, and other requirements of the Linn-Mar Community School District. We are enclosing a copy of the bid tabulation for your use.

Dryspace, Inc.

BASE BID 1 – High School Roof Replacement sections AB, AC, AD, and Indian Creek J \$499,077.00

PROJECT TOTAL \$499,077.00

Please contact our office of the award decision and we will proceed with obtaining the agreement, bonds and insurance.

We look forward to working with you and Linn-Mar Community School District on this project. Please call our office if you have any questions or comments regarding the above project.

Sincerely,

SHIVE-HATTERY, INC.

Stephen Stewart Building Envelope Consultant

Enclosure: Bid Tabulation

Project #2112307440



TABULATION OF BIDS

Owner: Linn-Mar Community School District

Project Name: 2024 Linn-Mar High School & Indian Creek Elementary Roof Replacement

S-H Project #: 2112307440

| | NAME AND ADDRESS OF BIDDER Dryspace, Inc. 707 66th Ave SW, Cedar Services | | | T& K Roofing Company 101 T&K Drive, Ely, IA 52227 | | For Sure Roofing & Sheet Metal LLC 6545 NE 14th Street, Des Moines, IA 50313 | | Black Hawk Roof Company Inc. 2843 Geraldine Road, Waterloo, IA 50703 | | Advance Builders Corp 325 Waconia Court SW, Cedar Rapid 52404 | | | |
|----------------------|--|-------------|---------------|--|------------|---|------------|---|------------|---|------------|----------|--|
| Bid Secu | rity - 5% | | Y | es | Y | ſes | Y | es | Yes | | Y | es | |
| Statemen | ts or evidence of bidders qualifications 00 4100.01 | | Y | es | Y | /es | Y | es | Y | /es | Y | es | |
| Authoriza | tion to Transact Business Worksheet 00 4100.02 | | Yes | | Yes | | Ŷ | es | Yes | | Yes | | |
| Non-Collu | usion Affidavit 00 4100.03 | | Y | es | | ſes | Y | es | Y | /es | Yes | | |
| Targeted | Small Business Forms 00 4100.04 | | Y | es | ١ | Yes | Y | es | Y | /es | Y | es | |
| Addendu | m 1 | | Yes | | Yes | | Y | Yes | | Yes | | Yes | |
| ITEM | DESCRIPTION | QUANTIT | UNIT PRICE | EXTENDED | UNIT PRICE | EXTENDED | UNIT PRICE | EXTENDED | UNIT PRICE | EXTENDED | UNIT PRICE | EXTENDED | |
| BASE BI Indian Ci | D 1 - High School Roof Replacement sections AB, AC reek J | , AD, B and | | | | • | | <u>,</u> | | • | | | |
| 1 | Roof Replacement | _ump Sur | r Lump Sum | \$ 494,077.00 | Lump Surr | n \$ 506,000.00 | Lump Sum | \$ 507,724.00 | Lump Sum | s 520,000.00 | Lump Sum | \$ 525,0 | |
| 2 | Roof Decking | 250/SF | \$20.00/SF | | \$12.00/SF | | | | | | | | |
| | TOTAL | BASE BID 1 | | 499,077.00 | | 509,000.00 | | | | | | | |

| | | | 1/18/2024 | | | | |
|----------|--------------------------------------|---------------|---|---------------|--|--|--|
| | | | Linn-Mar Community School District | | | | |
| | | | Learning Resource 2999 N 10th Street, | | | | |
| | | | 1 of 1 | | | | |
| | | | | | | | |
| oids, IA | Right Roofing 3250 99th Street, U | | Jim Giese Commercial Roofing, Inc. 4 Lincoln Ave, Eldridge, IA 52748 | | | | |
| | Ye | es | Yes | | | | |
| | Ye | es | Yes | | | | |
| | Ye | es | Yes | | | | |
| | Ye | es | Yes | | | | |
| | Ye | es | Yes | | | | |
| | Ye | es | Yes | | | | |
| | UNIT PRICE | EXTENDED | UNIT PRICE | EXTENDED | | | |
| | | | | | | | |
| | | | | | | | |
| 5,000.00 | Lump Sum | \$ 595,250.00 | Lump Sum | \$ 598,420.00 | | | |
| 3,000.00 | \$10.00/SF | \$ 2,500.00 | \$12.00/SF | \$ 3,000.00 | | | |
| 8,000.00 | \$ | 597,750.00 | \$ | 601,420.00 | | | |

Exhibit 602.1



Cedar Rapids

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

Des Moines

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

lowa City

24 ½ S. Clinton Street Ste. 1 Iowa City, Iowa 52240 (319) 363-6018

Madison

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

Minneapolis

323 N.Washington Avenue Ste. 200 Minneapolis, Minnesota 55401 (612) 468-6851

opnarchitects.com

January 30, 2024

Amy Kortemeyer, Superintendent Linn-Mar Community School District 2999 North Tenth Street Marion, Iowa 52302

RE: Bid Recommendation for the LM Performance Venue (project 22216000)

Amy: We are pleased to report the results of bidding for the construction of the new Linn-Mar Performance Venue. On Tuesday, January 30, we received five bids for the project. The low bidder on the project was McComas Lacina Construction of Iowa City. You can review the specifics of the bid results on the attached bid tab.

After review of the bids, we recommend that the Linn-Mar School Board accept the following base bid and alternates.

General Contract:

McComas Lacina Construction

| Base Bid | \$ 25,662,000.00 |
|--|------------------|
| Add Alternate – Painting of EIFS | \$45,000.00 |
| Deduct Alternate – Plaster Finish | \$169,000.00 |
| Deduct Alternate – Acoustic Baffle Ceiling . | \$31,000.00 |

TOTAL:

\$ 25,507,000.00

Upon direction from the board, OPN will prepare a letter to proceed for McComas Lacina Construction and contracts between the district and the contractor.

Thank you for the opportunity to serve the Linn-Mar Community School District.

OPN ARCHITECTS, INC.

Rop B.W

Roger Worm, Principal

OPN Architects

Attachments: Bid Tabulations

cc: Jon Galbraith, Chief Financial/Operating Officer, LM Community School District file



| General Contractors | Bid Bond | Bidder Status | Addm 1 | Addm 2 | Addm 3 | Addm 4 | Addm 5 | Base Bid | ADD Alternate 1 - Painting of EIFS | DEDUCT Alternate 2 - Removal of Polished Plaster | DEDUCT Alternate 3 - Removal of Acoustic Baffle Ceilings | Unit Price 1 - Over-excavation | Unit Price 2 - Subgrade stabilization w/ Crushed rock |
|---|-------------|------------------|--------|--------|--------|--------|--------|--------------|--|---|--|-----------------------------------|--|
| Portzen Construction Dubuque, IA | x | x | x | x | x | x | x | \$26,175,000 | \$130,000 | \$165,000 | \$33,000 | \$80.00 | \$100.00 |
| Larson Construction Co., Inc. Independence, IA | x | x | x | x | x | x | x | \$28,399,000 | \$44,000 | \$165,000 | \$33,000 | \$75.00 | \$68.50 |
| City Construction Iowa City, IA | x | x | x | x | x | x | x | \$27,318,200 | \$103,000 | \$180,000 | \$34,000 | \$70.00 | \$90.00 |
| Tricon Construction Group Dubuque, IA | x | x | x | x | x | x | x | \$26,770,000 | \$130,000 | \$170,000 | \$31,000 | \$62.00 | \$70.00 |
| McComas Lacina Construction Iowa City, IA | <u>х</u> | x | x | x | x | x | x | \$25,662,000 | \$45,000 | \$169,000 | \$31,000 | \$30.00 | \$40.00 |



Policy 203.2 Adoption of Board Policy

The board will give notice of adoption of new policies or revision of policy by placing the item on the agenda of two regular board meetings. The proposed policy changes will be distributed, and public comment will be allowed at both meetings prior to final board action. This notice procedure will be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy will be included in the minutes. The board has will have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy will be approved by a simple majority vote of the board at the next regular meeting after the meeting allowing public discussion. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy will expire at the close of the third regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Procedure and administration of policy will be the responsibility of the superintendent and administration.

Adopted: 6/70 Reviewed: 10/11; 4/13; 8/14; 10/19; 10/22 Revised: 12/95; 9/16 Legal Reference (Code of Iowa): §§ 279.8; 281 IAC 12.3(2) IASB Reference: 209.02



Policy 400.1 Educational and Employment Equity

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 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 age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status.

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

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 on an annual basis.

The board will appoint an affirmative action coordinator. The affirmative action 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.

Prior to final offer of employment for any teaching position, the school district will perform the background checks required by law. The district may determine on

a case-by-case basis that, based on the duties, other positions within the district will also require background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended. If the candidate is a teacher who has an initial license from the lowa 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/or affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Linn-Mar Equity Coordinators and/or Affirmative Action Coordinator in writing to:

Linn-Mar Community School District Equity Coordinators

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

Nathan Wear, Associate Superintendent (Secondary Level) 319-447-3028 / <u>nathan.wear@Linnmar.k12.ia.us</u>

Bob Read, Associate Superintendent (Elementary Level) 319-447-3016 / <u>bread@Linnmar.k12.ia.us</u>

Affirmative Action Coordinator

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

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

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 either or both of the following:

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: <u>http://www.eeoc.gov/field/milwaukee/index.cfm</u>

Iowa Civil Rights Commission

400 E 14th Street Des Moines, IA 50319-1004 515-281-4121 or 800-457-4116 Website: http://www.state.ia.us/government/crc/index.html

An 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 Human Resources office.

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 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 Note: Items highlighted in yellow are changes that resulted from the first reading on 1/22/24.

Policy Series 400 – Staff/Personnel Licensed Personnel



Policy 401.10 Licensed Personnel Early Separation

The Linn-Mar Board of Education may offer an early separation plan for licensed personnel serving in an assignment of .5 or greater time equivalency. Five-tenths to full-time personnel (.5 to 1.0 FTE) are those who are currently performing their assigned duties within the school district and who satisfy the definition of five-tenths to full-time personnel (.5 to 1.0 FTE) as outlined in the respective contracts and terms and conditions of employment.

ELIGIBILITY REQUIREMENTS

- a. Non-administrative, licensed personnel
- b. Five-tenths to full-time (.5 to 1.0 FTE)
- c. At least 55 years of age
- d. Completed a total of 20 years of service in position requiring licensure; 10 of which were for the Linn-Mar Community School District

Said personnel will qualify for incentives upon submitting to the school board written notification of intent for early separation no later than October 12th the date set by the board and, upon receiving information regarding the incentives related to early separation, submit an early separation request no later than January 12th the date set by the board of the last year of service. Packages are awarded based on overall seniority.

The effective date for an early separation corresponds to the ending date of the licensed employee's contract year and they must work the entire contract year prior to early separation.

COMPENSATION

Licensed personnel who elect to take early separation will be compensated when at least 20 years of service are satisfied after at least the age of 55 **based** on the recommendation of the administration and board approval.

- a. Years of eligibility: 1-7
- b. Package Amount: \$35,000 for full-time personnel (1.0 FTE); pro-rated for five tenths to less than full-time personnel (.5 to <1.0 FTE)

INSURANCE

- 1. Licensed personnel who elect to take early separation pursuant to this policy are eligible to continue participation in the district's group medical-hospitalization plan at the district's group rate. An employee's right to continue participation in such group insurance plan will be discontinued upon reaching the age of 65 or when insurance is obtained elsewhere.
- 2. Licensed personnel who elect to take early separation pursuant to this policy are eligible to continue participation in the district's group term life

insurance plan at the district's group rate. An employee's right to continue participation in such group term life insurance plan will be discontinued upon reaching the age of 65 or when insurance is obtained elsewhere.

3. Licensed personnel will pay the premiums for all such insurance. It is the responsibility of employees to pay to the school district the monthly premium amounts on such dates as determined by the district. All insurance provided through the district are subject to the terms and conditions of the carriers.

COMPENSATION FOR DISTRICT WORK FOLLOWING EARLY SEPARATION

Licensed personnel electing early separation may support the district as a substitute teacher or on a consultant basis. As consultants participating in this program, individuals will be offered employment which could include substitute teaching as allowed by the Board of Educational Examiners regulations, demonstration teaching, working on staff development and in-service programs, and curriculum development projects. Participants in this program will receive contracted amounts mutually designed not to interfere with benefits allowed by IPERS or social security.

PAYMENT OPTIONS

The school board will determine the method of payment for the incentives as a 403(b) account and the time period during which to make full payment to the individual account within a one-to-five-year span. The individual will have the option to present their needs prior to the determination. The length of time for full payment will be determined in writing and the appropriate installments calculated before the first payment is made. If the payment plan determined by the school board is unsatisfactory, the licensed personnel may retract their early separation request.

RESTRICTIONS

- a. Separation pay will not be granted to licensed personnel who are discharged for causes other than staff reduction; and
- b. Incentives pursuant to this policy can be received only once.

BENEFICIARY

In the event of the death of licensed personnel prior to payment of the early separation incentive, the early separation incentive will be paid to the designated beneficiary in a one lump sum payment. In the event no beneficiary is designated, the incentive will be paid to the individual's estate in a one lump sum payment.

AMENDMENT OR APPEAL

The school board has complete discretion to offer, or not to offer, an early separation plan for licensed personnel. The board may discontinue the district's early separation plan at any time.

The adoption of this policy will not vest any rights in any licensed personnel whether or not the employee is currently eligible for early separation. The school board will have complete discretion to amend or repeal this policy at any time. The district will not be obligated to provide any of the incentives to any licensed personnel after the date of such amendment or repeal except to those licensed employees whose early separation, pursuant to this policy, has commenced prior to the amendment or repeal.

COMMUNICATION PROCESS

Following the school board's annual decision regarding the offer of incentives, licensed personnel who are eligible and who have notified the board by October 12th the date set by the board of their intent to request early separation will receive a letter from the administration notifying them of the conditions offered by the board. These employees will respond no later than January 12th the date set by the board following the receipt of the letter with the conditions of the offer, as to their acceptance of the conditions of the board's early separation offer. The eligible employee's response will be in the form of a letter indicating their intent to retire at the conclusion of their current contract.

> Adopted: 6/88 Reviewed: 12/11; 4/13; 12/16; 4/20; 4/23 Revised: 3/11; 9/14; 3/19 Related Policy: Series 401 Legal Reference (Code of Iowa): §§ 97B; 216; 279.46; 281 IAC 21 IASB Reference: 407.03; 407.06; 407.06-E(1)-E(3)



Policy 502.1 Student Conduct

BOARD PHILOSOPHY

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

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

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

Consequences for the misconduct will be fair and developmentally appropriate in light of the circumstances.

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

STUDENT BEHAVIOR

Students who fail to abide by this policy, and the administrative regulations supporting it, may be disciplined for conduct which disrupts or interferes with the education program; conduct which disrupts the orderly and efficient operation of the school district or school activity; conduct which disrupts the rights of other students to participate in or obtain their education; conduct that is violent or destructive; or conduct which interrupts the maintenance of a disciplined atmosphere. Disciplinary measures include, but are not limited to, removal from the classroom or school related situation, detention, suspension, probation, and expulsion.

ASSAULT AGAINST AN EMPLOYEE

A student who commits an assault against an employee on district property or on property within the jurisdiction of the school district; while on school-owned or school-operated chartered vehicles; or while attending or engaged in school district activities may be suspended by the principal. Notice of the suspension is sent to the superintendent who shall review the suspension to determine whether to recommend further sanctions against the student which may include expulsion. Assault for purposes of this section of this policy is defined as:

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

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

TYPES OF ADMINISTRATIVE DISCIPLINE

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

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

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

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

Out-of-school suspension means the student is removed from the school environment, which includes school classes and activities. An out-of-school suspension will not exceed 10 consecutive school days unless due process is provided as required by federal and state law. A restriction from school activities means a student will attend school and classes and practice but will not participate in school activities.

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

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

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

This policy is not intended to address the use of therapeutic classrooms or seclusion rooms for students.

SPECIAL EDUCATION DISCIPLINE

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

If during a calendar school year, a special education student's suspensions either in or out of school equal 10 school days on a cumulative basis the IEP team will meet to review the current IEP and determine whether the student is appropriately placed. Discipline of students who have been identified as Special Education students, including suspensions and expulsions, will comply with the provisions of applicable federal and state laws.

REGULATIONS

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

Adopted: 6/70 Reviewed: 5/11; 3/12; 10/14; 1/15; 9/20 Revised: 7/13; 12/16; 10/17; 2/21 Related Policy: 502.1-R; 502.2; 502.2-R; 502.5; 502.5-R1-R3; 502.6; 502.7; 502.8; 502.8-R; 503.1; 602.5 Legal Reference (Code of Iowa): §§ 279.8; 282.3; 282.4; 708.1; 281 IAC 12.3(6) IASB Reference: 503.01 Mandatory Policy



Policy 502.1-R Regulations Regarding Student Conduct Procedures and Due Process

The constitutional rights of individuals assure the protection of due process of law, therefore, this system of constitutionally and legally sound procedures is developed with regard to the administration of discipline in the Linn-Mar Community School District. These regulations are not intended to outline specific rules regarding misconduct for which a student could be suspended, but instead to provide the framework for a fair and orderly method of handling all problems of misconduct.

Law enforcement may be notified depending on the severity or danger of the situation, including the threat to physical safety of others or the student and in cases where the student's behavior cannot be physically controlled by administration.

DUE PROCESS

Due process procedures include the right of the student to:

- 1. Be given oral and/or written notice of the charges;
- 2. Be given the opportunity to admit or deny such charges;
- 3. Be given an explanation of the evidence against the student if they deny the charges; and
- 4. Be given an opportunity to explain the situation.

The building principal [or designee] at their discretion may allow a student to confront witnesses against the student or present witnesses on behalf of the student.

As appropriate to the age of the student, the administration will make an effort to notify parents of disciplinary due process, when warranted.

STATEMENT OF RULES ADMINISTRATIVE ACTION

A. PROBATION

- Probation is the conditional suspension of a penalty for a set period of time in addition to being reprimanded and may include conditional attendance during a trial period. The conditional suspension will mean the student must meet certain conditions and terms for the suspension of the penalty. Failure of the student to meet the conditions and terms will result in immediate reinstatement of the penalty. Probation may be imposed by the principal [or designee] for infractions of school rules which do not warrant the necessity of removal from school. The following procedures will be followed:
- The principal [or designee] will conduct an informal investigation of the allegations against the student prior to imposition of probationary status. The investigation will include, but not be limited to, written or oral notice to the student of the allegations against the student and an opportunity to respond. Probationary status will not be imposed for a period longer than 10 school days. Written notice and reasons for the probation will be sent to the student's parents.
- B. Should the student breach the conditions imposed for probation, the student may be removed from academic or extra-curricular privileges or have more severe penalties, such as suspension, imposed. An investigation similar to that of the informal investigation above will be made to determine whether the conditions imposed have been breached.

B. IN-SCHOOL SUSPENSION

- 1. In-school suspension is the temporary isolation of a student from one or more classes while under proper administrative supervision. In-school suspensions may be imposed by the principal [or designee] for infractions of school rules which are serious, but which do not warrant the necessity of removal from school.
- 2. The principal [or designee] will conduct an investigation of the allegations against the student prior to imposition of an in-school suspension. The investigation will include, but not be limited to, written or oral notice to the student of allegations against the student and an opportunity to respond. In-school suspension will not be imposed for a period longer than 10 school days. Written notice and reasons for the in-school suspension will be sent to the student's parents.
- a. Under no circumstances may more than one administrative suspension be imposed upon a student for the same set of facts.
- b. Parents must direct the first appeal to the administrator issuing the suspension.

C. OUT-OF-SCHOOL SUSPENSION

- 1. Out-of-School Suspension is the removal of a student from the school environment for periods of short duration. Out-of-school suspension is to be used when other available school resources are unable to constructively remedy student misconduct.
- 2. A student may be suspended out-of-school for up to 10 school days by a principal [or designee] for violation of school rules a commission of gross or repeated infractions of school rules, regulations, policy or the law, or when the presence of the student will cause substantial interference with the maintenance of the educational environment or the normal operation of the school. The principal [or designee] may suspend the students after conducting an investigation of the allegations charges against the student, giving the student oral or written notice of the allegations against the student and giving the student:
 - a. Oral or written notice of the allegations against the students, and
 - b. The opportunity to respond to those charges. Due process procedures will be followed prior to the suspension of the student.

At the principal's [or designee's] discretion, the student may be allowed to confront witnesses against them or present witnesses on their behalf.

- a. Nothing should prevent the immediate suspension of a student when the student's continued presence on school grounds would endanger the student's safety or well-being, the safety or well-being of other members of the school community, or substantially interfere with the proper functioning of the school. In the instance of an immediate suspension, a hearing will be held within three days to determine future action. Such a hearing will be organized by the building principal [or designee] and will be conducted following intent of the process defined above. In the event the suspension occurred prior to the hearing, the person responsible will document the basis of the necessity for such action.
- 3. Notice of the out-of-school suspension will be mailed to the student's parents no later than the end of the school day following the suspension to the student's parents and the superintendent. A notice may be sent to the superintendent and president of the board. A reasonable effort will be is made to personally notify the student's parents and the person making, or attempting to make, the contact will document such effort such effort is documented by the person making or attempting to make the contact. Written notice to the parents will include the circumstances which led to the suspension of the student and a copy of the board policy and rules pertaining to the suspension.

- 4. Under no circumstances may more than one administrative suspension be imposed upon a student for the same set of facts.
- 5. Parent(s) must direct the first appeal to the administrator issuing the suspension.

Administrative Suspension from School for an Indefinite Time occurs when the length of the student's disciplinary suspension cannot be determined at the time of the incident, depending on the severity of the incident, extenuating circumstances involving the student's well-being or that of other students or staff, or the administration's access to all of the facts having bearing on the determination of the discipline.

- a. When the building principal [or designee] deems it necessary, a suspension from school may be made for an indefinite period of time not to exceed 10 school days with reinstatement conditioned upon a joint conference between school authorities and the parent(s) and/or upon the provision of evidence of counseling or intervention. In such instances the building principal [or designee] will, prior to the suspension, make known to the student the allegations against them and allow an opportunity for them to respond. The building principal will notify the parent(s) no later than the end of the school day following the day that the indefinite suspension was imposed. A reasonable effort will also be made to notify the student's parent(s) by telephone or personal contact, and the person making or attempting to make the contact will document such efforts.
- b. Parent(s) of students so suspended may make an appointment to meet with school administrators at the earliest possible time. At the conclusion of such a conference, the school administration will determine when the student will be reinstated and under what conditions. A student may be reinstated within 10 school days.

D. SUSPENSIONS AND SPECIAL EDUCATION STUDENTS

- a. Students who have been identified as special education students may be referred for a review of the student's Individual Education Program (IEP). A manifestation determination of the behavior will be completed by the IEP team. At the IEP team meeting, The IEP may be revised to include a continuum of intervention strategies and programming to change the behavior.
- b. Students who have not been identified as special education students may be referred for evaluation after the student's suspension to determine whether the student has a disability and is in need of special education.
- c. Law enforcement may be notified depending on the severity or danger of the situation, including the threat to physical safety of others or the student and in cases where the student's behavior cannot be physically controlled by administration.

Adopted: 6/8 Reviewed: 5/11; 3/12; 10/14; 1/15; 12/16; 10/17; 9/20 Revised: 7/13 Related Policy: 502.1; 502.2; 502.2-R; 502.5; 502.5-R1-R3; 502.6; 502.8; 502.8-R; 503.1; 602.5 IASB Reference: 503.01-R(1)



Policy 502.2 Expulsion

Only the school board may expel a student from the school environment for more than 10 consecutive school days. Expulsion is defined as the removal of a student from the school environment, which includes but is not limited to classes and activities not exceeding one year plus the end of the current school term-is an expulsion from school.

Students may be expelled for violations of board policy. It is within the discretion of the board to discipline a student by using an expulsion for a single offense or for a series of offenses depending on the nature of the offense and the circumstances surrounding the offense.

It is within the discretion of the superintendent [or designee] to recommend to the board the expulsion of a student for disciplinary purposes. Only the board may take action to expel a student. Condition of re-admission of the student will be designated by the school board at the time of the expulsion decision. When appropriate, the board will receive status updates on expelled students. The building principal [or designee] will keep records of expulsions in addition to the board's records.

When a student is recommended for expulsion by the board, the student is provided with:

- 1. Notice of the reasons for the proposed expulsion;
- 2. The names of the witnesses and an oral or written report on the facts to which each witness testifies unless the witnesses are students whose names may be released at the discretion of the superintendent;
- An opportunity to present a defense against the charges and provide either oral testimony or written affidavits of witnesses on the student's behalf;
- 4. The right to be represented by counsel; and
- 5. The decision of the school board in writing results and findings of the board in writing open to the student's inspection.

In addition to these procedures, a student receiving special education student services must be provided with additional procedures prior to an expulsion hearing. A determination should be made of whether the student is actually guilty of the misconduct. A staffing team should determine whether the student's behavior is caused by the student's disability and whether the conduct is the result of inappropriate placement. Discussions and conclusions of this meeting should be recorded.

If the conduct of the student receiving special education student's services conduct is not caused by the disability, the student may be expelled or suspended for a long-term period following written notice to the parent and pursuant to the school district's expulsion hearing procedures. If the misconduct is caused by the student's disability and a change in placement is recommended, the change must be made pursuant to the placement procedures used by the school district.

Adopted: 6/70 Reviewed: 5/11; 3/12; 10/14; 1/15; 9/20; 10/23 Revised: 7/13; 10/17 Related Policy: 502.1-; 502.1-R; 502.2-R; 502.5; 502.5-R1-R3; 502.6; 502.8; 502.8-R; 503.1; 602.5 Legal Reference (Code of Iowa): §§ 21.5; 282.3-5; 281 IAC 12.3(6) IASB Reference: 503.02 Mandatory Policy Policy Series 500 – Students Student Conduct

New Policy



Policy 502.15-R Student Threats of Violence and Incidents of Violence Regulation

Effective student discipline policies serve the needs of the district in maintaining the order of the education environment while safeguarding the education interests of all students. For this reason, it is crucial to engage many perspectives in crafting sound policies related to discipline. The board, in conjunction with teachers and administrators in the district, have assigned further meaning to concepts listed in this policy.

INCIDENT LEVELS DEFINED

Incident levels must escalate, with Level 1 being less severe than Level 3 incidents. However, the district maintains discretion in applying the level of discipline appropriate for an incident. In make this determination, the administration will consider the following definitions of incident levels. Because no definition could encompass all possible threats or incidents, the administration has discretion in determining which level to assign the incident after looking at the nature of the incident as well as the age, grade level, and maturity of the student. (Visit Policy 502.15>Escalating Responses by Grade Level for the level definitions)

TIMEFRAME FOR DETERMINING REPEATED INCIDENTS

The district will consider all incidents occurring within _____ [the school year] as sufficiently close in proximity between incidents to establish that a repeated incident has occurred. The administration will have discretion to alter this timeframe when appropriate under the circumstances, depending on the nature of the incident as well as the age, grade level, and maturity of the student.

CONSIDERATION FOR DETERMINING THE MATURITY OF THE STUDENT

The district believes that gauging the maturity of a student is subject to interpretation and best left to the licensed employees who interact most closely with the student on a regular basis. Assessing a student's maturity level is based on individual characteristics unique to each student. Therefore, in making a determination about the maturity of a student, the administration may consult with the student's classroom teacher and other relevant licensed staff.

CONSIDERATION FOR DETERMINING WHETHER THE OFF-CAMPUS THREAT OF VIOLENCE OR INCIDENT OF VIOLENCE WILL DIRECTLY AFFECT THE GOOD ORDER, EFFICIENT MANAGEMENT, AND WELFARE OF THE SCHOOL DISTRICT

The district recognizes that student maintain First Amendment rights to free expression both within school and outside. However, free speech protections are not absolute and do not extend to true threats of violence toward an individual or a group of individuals. In considering whether a threat or incident of violence will directly affect the good order, efficient management, and welfare of the school district necessitating the need for investigation, the administration will consider, among other things, the following factors:

- a. The specificity of the threat for time, location, or individual(s) targeted;
- b. The reasonable likelihood of the student's ability to carry out the threat;
- c. The reasonable likelihood that the threat will interfere with the operation of the educational environment.

In addition to the notification requirements in policy, the administration will apprise the parents or guardians of any student who suffered violence or a threat of violence, and of their rights to file complaints under any other relevant board policies including, but not limited to, anti-bullying/anti-harassment and Title IX.

> Adopted: Related Policies: 106.1; 403.3; 502.8; 502.8-R; 502.15 Legal Reference (Code of Iowa): §279.79 IASB Reference: 503.08-R(1)



Policy 801.4 General Fund Reserves and Fund Balance Reporting

GENERAL FUND BUDGET

The district shall prepare an annual five three-year general fund budget forecast that includes estimates of unspent authorized budget (spending authority) as well as restricted, assigned and unassigned fund balances available at the end of each fiscal year. The estimates shall be prepared utilizing scenarios for likely State Supplementary Assistance (SSA) rates and enrollment projections. The projections shall include estimates of property tax rates and income surtax rates, if applicable.

The treasurer shall report monthly to the school board as to actual revenue and expenditures for the month and year-to-date, as compared to budgeted revenues and expenditures and compared to historical revenues and expenditures (both in dollar amounts and percentages) for each fund maintained by the district. The treasurer shall provide context with respect to current year variances between budgeted and historical revenues and expenditures.

A contingency reserve will be established at 0.2% of budgeted general fund expenses at the beginning of each fiscal year to provide for unanticipated expenditures of a non-recurring nature, to meet unexpected minor increases in service delivery costs, and to pay for needs caused by unforeseen emergencies.

FINANCIAL METRICS

The district is committed to the following financial metrics:

- A. <u>Solvency Ratio</u>*: Maintaining a combined unassigned and assigned general fund balance that is at least 7% of annual revenue (actual or anticipated). The current year's cash reserve levy and before staffing and other spending decisions are finalized. The district will take reasonable steps to achieve a total general fund balance at least equal to its unspent authority. This enables the district to cash flow its legal spending limit.
- B. <u>Unspent Authority</u>: Maintaining an unspent authority balance of not less than 7% of that year's annual expenditures. The current year's projected balance will be discussed with the board before staffing and other spending decisions are finalized for the succeeding year. The district will measure attainment of these goals as of June 30th, but only after completion of the certified annual report due September 15th of each year.

MODIFIED SUPPLEMENTAL AMOUNT

The district shall solicit from the School Budget Review Committee (SBRC) additional Modified Supplemental Amount (spending authority) where it may be available for items such as Special Education deficit, increasing enrollment,

budget guarantee, open enrollment not on prior year count, English Language Learner (ELL) Limited English Proficiency (LEP) and any other lawful purposes. The board shall be provided a resolution to approve the maximum request authorized. Any award of Modified Supplemental Amount may be levied as a cash reserve levy, in full, in the next available budget year. For recurring program deficits that are predictable and estimable, the district shall levy in advance for the immediately succeeding year as part of the general cash reserve levy if the deficit causes the estimated assigned and unassigned to fall below the minimum required. Grants of spending authority not funded by the state or other sources may ultimately be levied against property taxes.

FUND BALANCE REPORTING

Financial reporting for the balances in the district's governmental funds is based on Governmental Accounting Standards Board (GASB) Statement 54, Fund Balance Reporting, and Governmental Fund Type Definitions.

Fund balance refers to the difference between assets and liabilities in the governmental funds balance sheets. GASB Statement 54 establishes a hierarchy that is based on, "the extent to which the government is bound to honor constraints on the specific purpose for which the amounts in those funds can be spent."

The governmental funds can have up to five fund balance classifications. The classifications are defined below from most to least restrictive.

- 1. <u>Non-spendable Fund Balance</u>: Includes amounts that cannot be spent because they are either: (a) Not in spendable form or (b) legally or contractually required to be maintained intact. This includes items not expected to be converted to cash, including inventories and prepaid expenses. It may also include other property acquired for resale and the principal of a permanent fund.
- <u>Restricted Fund Balance</u>: Should be reported when constraints placed on the use of resources are either: (a) Externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation. This includes categorical balances.
- 3. <u>Committed Fund Balance</u>: Reflects specific purpose pursuant to constraints imposed by formal action of the board. Such constraints can only be removed or changed by board action.
- 4. <u>Assigned Fund Balance</u>: Reflects amounts that are constrained by the government's intent to be used for specific purposes but meet neither the restricted nor committed forms of constraint. Unless the amount is negative, the assigned fund balance is the residual classification for the governmental funds other than the general fund. If the amount is negative, then the residual amount is shown as unassigned.
- 5. <u>Unassigned Fund Balance</u>: The residual classification for the general fund only. As noted above, if a negative residual amount exists in other governmental funds, then the amount is reported as unassigned.

The board authorizes the chief financial officer to assign general fund balance amounts for specific purposes in compliance with GASB 54.

*Solvency Ratio Calculation: <u>Unassigned + Assigned Fund Balances</u> General Fund Revenues – AEA Flow Through

> Adopted: 12/13 Reviewed: 12/18 Revised: 5/15; 1/22 Legal Reference (Code of Iowa): §§ 257.31(4); 279.8; 291; 297.22-25; 298; 298A IASB Reference: 701.3; 701.4; 701.5; 701.5-R(1)

Note: Items highlighted in yellow are changes that resulted from the first reading on 1/22/24.

Policy Series 600 – Education Program Goals & Objectives of the Education Program



Policy 600.2 Objectives of the Education Program

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

- A. COMPETENT IN CORE SKILLS AND KNOWLEDGE who are proficient in reading comprehension, computation, mathematical reasoning, and technology skills and who can use cultural, artistic, historical, scientific, and technological applications to explain, assess, and anticipate change as well as construct knowledge as needed;
- **B. THINKERS** who independently access information and resources, who create and critically investigate multiple options, and who make decisions that effectively solve a variety of problems;
- C. SELF-DIRECTED LEARNERS who are aware of their strengths, needs, interests, and wants; who can set achievable goals, monitor and evaluate their progress, and who are resourceful in responding to change;
- D. RESPONSIBLE CITIZENS who recognize the relationships between self and others, who accept responsibility for their personal actions, and who actively participate in improving themselves, their families, and local and global communities;
- E. EFFECTIVE COMMUNICATORS who listen, speak, write, read, and respond clearly to a variety of audiences and purposes;
- F. COLLABORATIVE WORKERS who use their interpersonal skills to develop constructive relationships with diverse individuals and groups; and
- **G. PRACTITIONERS OF HEALTHY LIFESTYLES** who are aware of physical, social, and emotional health and wellness and incorporate appropriate practices into their everyday lives.

This series of the board policy manual is devoted to the goals and objectives for the delivery 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 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 school district, the board will strive to meet it 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.

Adopted: 6/70 Reviewed: 10/11; 4/13; 5/14; 9/16; 2/21 Revised: 9/10; 6/20 Related Policy: 600.1 Legal Reference (Code of Iowa): §§600 IASB Reference: 600



Policy 601.1 School Organization

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

A. EARLY CHILDHOOD

Early childhood will consist of two program options: 1. the four-year old voluntary preschool program; and 2. Five-year old junior kindergarten program. 2. three-year olds entitled to special education services.

B. ELEMENTARY

The elementary schools will consist of kindergarten, and grades one through four, and the five-year old junior kindergarten program.

C. INTERMEDIATE

The intermediate schools will consist of grades five and six.

D. MIDDLE SCHOOL

The middle schools will consist of grades seven and eight.

E. HIGH SCHOOL

The high school will consist of grades 9 through 12, as well as individuals eligible for services through the age of 21 per their Individualized Education Plan (IEP).

Adopted: 6/70 Reviewed: 6/11; 6/12; 4/15; 1/18 Revised: 9/13; 2/21; 6/21 Related Policy: 100.1; 101.1; 102.1



Policy 602.2 Competent Private Instruction

In the event a child of compulsory attendance age, over age 6 and under age 16, does not attend public school or an accredited non-public school, the child must receive competent private instruction.

The Linn-Mar Community School District recognizes that families with students of compulsory attendance age may select alternative forms of education outside the traditional school setting, including private instruction. The applicable legal requirements for private instruction including but not limited to those relating to reporting and evaluations for progress, shall be followed.

Except as otherwise exempted, in the event a child of compulsory attendance age as defined by law does not attend public school or an accredited nonpublic school, the child must receive private instruction. Private instruction means instruction using a plan and a course of study in a setting other than a public or organized accredited nonpublic school.

Private instruction can take the form of competent private instruction and independent private instruction. The Iowa Department of Education recognizes three options for delivery of this form of instruction; two options for delivery of competent private instruction and one option for independent private instruction.

Competent private instruction means either private instruction provided on a daily basis for at least 148 days during a school year, to be met by attendance for at least 37 days each school quarter by or under supervision of a licensed practitioner, which results in the student making adequate progress, or private instruction provided by a parent, guardian, or legal custodian.

Independent private instruction means private instruction that meets the following criteria: (1) is not accredited, (2) enrolls not more than four unrelated students, (3) does not charge tuition, fees, or other remuneration for instruction, (4) provides private or religious-based instruction as its primary purpose, (5) provides enrolled students with instruction in mathematics, reading and language arts, science, and social studies, (6) provides, upon written request from the superintendent or the school district in which the independent private instruction is provided or from the director of the Department of education, a report identifying the primary instruction, location, name of the authority responsible for the independent private instruction, and the names of the students enrolled, (7) is not a nonpublic school and does not provide competent private instruction as defined herein, and (8) is exempt from all state statutes

and administrative rules applicable to a school, a school board, or a school district, except as otherwise provided by law.

A parent or legal custodian choosing CPI for a student must notify the school district prior to the first day of school or within 14 days of beginning CPI on forms provided by the school district. The forms are available in the central administration office. One copy of the completed forms will be kept by the school district and another copy will be forwarded to the area education agency.

The superintendent [or designee] will determine whether the completed form is in compliance with the law. Specifically, whether the individual providing the instruction is either the student's parent, legal custodian, or an lowa licensed practitioner; whether the licensed practitioner's license is appropriate for the age and grade level of the student; that the student is being instructed a minimum of 148 days per year; that immunization evidence is provided for students placed under competent private instruction for the first time, and that the report is timely filed.

The school district will report non-compliance with the reporting, immunization, attendance, instructor qualifications, and assessment requirements of the compulsory attendance law to the county attorney of the county of residence of the student's parent or legal custodian.

Students receiving competent private instruction are eligible to request open enrollment to another school district. Prior to the request for open enrollment, the student will request dual enrollment in the resident district. The receiving district will not bill the resident district unless the receiving district complies with the reporting requirements. If the parent or legal custodian fails to comply with the compulsory attendance requirements, the receiving district will notify the resident district. The resident district will then report the non-compliance to the county attorney of the county of residence of the parent or legal custodian.

Students receiving CPI from a parent or legal custodian must be evaluated annually by May 1st, unless such person is properly licensed. The parent or legal custodian may choose either a standardized test approved by the Iowa Department of Education or a portfolio evaluation. If the parent or legal custodian chooses standardized testing and the student is dual enrolled, the school district will pay for the cost of the standardized test and the administration of the standardized test. If the student is not dual enrolled, the parent or legal custodian will reimburse the school district for the cost of the standardized test and the administration of the standardized test. If a parent or legal custodian of a student receiving CPI chooses portfolio assessments as the means of annual assessment, the portfolio evaluator must be approved by the superintendent [or designee]. Portfolio evaluators must hold a valid lowa practitioner's license or teacher certificate appropriate to the ages and grade levels of the students whose portfolios are being assessed. No annual evaluation is required for students receiving CPI from an appropriately licensed or certified lowa practitioner.

Upon the request of a parent or legal custodian of a student receiving CPI or upon referral of a licensed practitioner who provides instruction or instructional supervision of a student under CPI, the school district will refer a student who may require Special Education to the area education agency for evaluation.

Students in CPI must make adequate progress. Adequate progress includes scoring at the 30th percentile on a standardized test or a report by the portfolio evaluator indicating adequate progress. Students who fail to make adequate progress under CPI provided by the student's parent or legal custodian will attend an accredited public or non-public school beginning the next school year.

The parent or legal custodian of a student who fails to make adequate progress may apply to the director of the Department of Education for approval of continued CPI under a remediation plan. The remediation plan is for no more than one year. Before the beginning of the school year the student may be retested and if the student achieves adequate progress, the student may remain in CPI.

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

> Adopted: 11/92 Reviewed: 6/11; 9/13; 1/18; 2/21 Revised: 7/12; 4/15; 9/21 Related Policy: 602.3 Legal Reference (Code of Iowa): §§ 299; 299A; 281 IAC 31 IASB Reference: 604.01



Policy 602.3 Dual Enrollment

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

The parent/guardian or legal custodian requesting dual enrollment for the student should notify the board secretary Linn-Mar Teaching & Learning Department prior to the third Friday of September 1st each year on forms provided by the school district. On the form, the parent/guardian or legal custodian will indicate the co/extra-curricular and academic activities in which the student is interested in participating. After the student notifies the district of what activities they wish to participate in, the district will provide information regarding the specific programs.

The forms are available at the central administration office on the district website at the following link: <u>https://www.linnmar.k12.ia.us/schools/home-school/</u>.

Additional information can be referenced by visiting the Iowa Department of Education Home School webpage: <u>https://educateiowa.gov/pk-12/options-educational-</u> <u>choice/home-schooling-private-instruction</u>

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

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

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

Adopted: 11/92 Reviewed: 6/11; 4/15; 1/18 Revised: 7/12; 9/13; 2/21 Related Policy: 602.2 Legal Reference (Code of Iowa): §§ 279.8; 299A; 281 IAC 31 IASB Reference: 604.07



Policy 602.4 Summer School Programming

Summer school programming will be conducted in such buildings, at such grade levels, and for such length of time as the board, upon recommendation of the superintendent [or designee] may determine.

The purpose of programs offered during the summer will be for the enrichment and/or extension of programs provided during the regular academic school year.

The Linn-Mar Community School District recognizes the importance of ongoing learning opportunities for students. As such, the district shall offer summer school instruction in accordance with the following:

- a. The board, in its discretion, may offer summer school for one or more courses and student activities for students who need additional help and instruction or for enrichment in those areas. Upon receiving a request for summer school, the board will weight the benefit to the students and the school district, as well as the school district's budget and availability of licensed employees to conduct summer school.
- b. If a child who is eligible for special education has been determined to need extended school year services as necessary to receive a free appropriate public education, as determined according to state and federal law, such services shall be provided as described in the child's Individualized Education Program (IEP).
- c. In additional instances as provided by law.

The superintendent [or designee] may develop administrative regulations regarding this policy.

Adopted: 6/70 Reviewed: 1/10; 6/12; 4/15; 1/18; 2/21 Revised: 6/11; 9/13 Legal Reference (Code of Iowa): §§ 279.8; 280.3; 282.6; 281 IAC 41.106 IASB Reference: 603.02

Policy Series 600 – Education Program Programs of Instruction



Policy 602.10 Curriculum Development

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

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

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

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

- 1. Study the latest thinking, trends, research, and expert advice regarding the content/discipline;
- Study the current status of the content/discipline (what/how well students are currently learning);
- 3. Identify content standards, benchmarks, and grade level expectations for the content/discipline;
- 4. Describe the desired learning behavior's teaching and learning environment related to the content/discipline;

- 5. Identify differences in the desired and present program and develop a plan for addressing the differences;
- 6. Communicate with internal and external publics regarding the content area;
- 7. Involve staff, parents, students, and community in curriculum development decisions;
- 8. Verify integration of local, state, and/or federal mandates;
- 8. Verify how the standards and benchmarks of the content/discipline support each of the broader student learning goals and provide a K-12 continuum that builds on the prior learning of each level; and
- 9. Ensure proposed curriculum complies with applicable laws; and
- 10. Align annual improvement goals with needs assessment information.

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

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

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

> Adopted: 6/70 Reviewed: 6/11; 10/13; 4/15; 1/18; 2/21 Revised: 7/12; 4/20; 3/23 Related Policy: 600.1-2; 602.11-13 Legal Reference (Code of Iowa): §§ 216.9; 256.7; 279.8, .74; 280.3; 281 IAC 12.5, .8 IASB Reference: 602.01 Mandatory Policy



Policy 602.12 Curriculum Evaluation

Regular evaluation of the total curriculum is necessary to ensure that the written and delivered curriculum is having the desired effect for students.

Curriculum evaluation refers to the ongoing process of collecting, analyzing, synthesizing, and interpreting information to aid in understanding what students know and can do. It refers to the full range of information gathered in the district to evaluate (make judgments about) student learning and program effectiveness in each content area.

Curriculum evaluation must be based on information gathered from a comprehensive assessment system that is designed for accountability and committed to the concept that all students will achieve at high levels, is standards-based, and informs decisions which impact significant and sustainable improvements in teaching and student learning.

The superintendent [or designee] is responsible for curriculum evaluation and for determining the most effective way of ensuring that assessment activities are integrated into instructional practices as part of school improvement with a particular focus on improving teaching and learning. A curriculum framework will describe the procedures that will be followed to establish an evaluation process that can efficiently and effectively evaluate the total curriculum. This framework will, at a minimum, describe the procedures for the following curriculum evaluation activities:

- a. Identify specific purposes for assessing student learning;
- b. Develop a comprehensive assessment plan;
- c. Select/develop assessment tools and scoring procedures that are valid and reliable;
- d. Identify procedures for collecting assessment data;
- e. Identify procedures for analyzing and interpreting information and drawing conclusions based on the data (including analysis of the performance of various sub-groups of students);
- f. Identify procedures for establishing at least three levels of performance (specific to the content standard and the assessment tool when appropriate) to assist in determining whether students have achieved at a satisfactory level (at least two levels describe performance that is proficient or advanced and at least one level describes students who are not yet performing at the proficient level);
- g. Identify procedures for using assessment information to determine longrange and annual improvement goals;

- Identify procedures for using assessment information in making decisions focused on improving teaching and learning (data-based decision making);
- i. Provide support to staff in using data to make instructional decisions;
- j. Define procedures for regular and clear communication about assessment results to the various internal and external publics (mandatory for communication about students receiving special education services);
- k. Define data reporting procedures;
- 1. Verify that assessment tools are fair for all students and are consistent with all state and federal mandates;
- m. Verify that assessment tools measure the curriculum that is written and delivered;
- n. Identify procedures for deciding when multiple assessment measures are necessary for making good decisions and drawing appropriate conclusions about student learning;
- o. Identify roles and responsibilities of key groups;
- p. Involve staff, parents, students, and community members in curriculum evaluation; and
- ensure participation of eligible students receiving special education services in district-wide assessments.
- r. Ensure curriculum complies with applicable laws.

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

> Adopted: 7/03 Reviewed: 6/11; 6/12; 10/13; 4/15; 1/18; 2/21 Related Policy: 101.1; 103.1; 600.1; 602.10; 602.11 Legal Reference (Code of Iowa): §§ 216.9; 256.7; 279.8, .74; 280.3; 281 IAC 12.8 IASB Reference: 602.03 Mandatory Policy



Policy 602.17 Career Education

Preparing students for careers is one goal of the education program. The district curriculum will be relevant to the world of work and Career education will be infused written into all curricular areas, the education program for grades PreK-12. This education will include, but not be limited to, awareness of self in relation to others and the needs of society, exploration of employment opportunities, experiences in personal decision-making, and experiences of integrating work values and work skills into their lives.

Effective career education begins with the basic academics, communications, and technical skills required for success in a changing world. In addition, every student should be offered, in an age-appropriate manner, opportunities to assess personal attributes and interests and to match these against potential career opportunities. The goal of career education is that all students will develop employability skills and required competencies in their area of interest by the time they graduate. Students will be provided guidance in educational planning to help achieve this goal.

It is the responsibility of the superintendent [or designee] to encourage and assist licensed personnel in finding ways to incorporate career education into the education program.

In addition to school-based resources, the district will utilize community resources (e.g., Junior Achievement, Workplace Learning Connection, Chamber of Commerce, MEDCO, school/business partnerships, student and faculty internships, etc.) to enhance the education program.

It is also the responsibility of the superintendent [or designee] to incorporate career education into Linn-Mar's school improvement plan and to include the evaluation of Linn-Mar's career education efforts in an overall district assessment plan.

In any curriculum under review, the board will take special note of the components that indicate that career education has been incorporated into all curricula.

It is the responsibility of the superintendent [or designee] to assist licensed employees in finding ways to provide career education in the education program. Special attention should be given to courses of vocational education nature. The board, in its review of the curriculum, will review the means in which career education is combined with other instructional programs.

Adopted: 6/85 Reviewed: 6/12; 9/13; 4/15; 2/21 Revised: 6/11; 1/18 Related Policy: 602.12-13; 603.15 Legal Reference (Code of Iowa): §§ 256.11; 280.9; 281 IAC 12.5(7) IASB Reference: 603.07 Mandatory Policy

Policy Series 600 – Education Program Basic Instructional Program



Policy 602.18 Instruction at a Post-Secondary Educational Institution

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

CONCURRENT ENROLLMENT

The board may, in its discretion, enter into a contractual agreement with a community college to provide courses for eligible students in grades 9 through 12 when comparable courses are not offered by the school district. Notice of the availability of the concurrent enrollment program shall be included in the school district's registration handbook, and the handbook shall identify which courses, if successfully completed, generate post-secondary credit. Students shall not be charged tuition for concurrent enrollment courses and shall not be required to reimburse the school district for tuition if they do not successfully complete a course. Students or their parents or guardians my be required to pay a fee consistent with the school district's established textbook policy and other materials for the concurrent enrollment courses to the extent permitted by law. Students or their parents or guardians may also be required to provide their own transportation to and from concurrent enrollment courses to the extent permitted by law. However, transportation shall be the responsibility of the school district for any contracted course that is used to meet school district accreditation requirements.

Students who successfully complete a concurrent enrollment course, as determined by the post-secondary institution, shall receive post-secondary credit in accordance with the institution's policies and high school credit that will be reflected on their high school transcript. The superintendent [or designee] shall grant to a student who successfully completes a concurrent enrollment course a unit of high school graduation credit for every unit of high school level instruction successfully completed.

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

- a. The course is taken from a public or accredited, private, post-secondary educational institution;
- b. A comparable course is not offered in the district. A comparable course is one in which the subject matter or the purposes and objectives of the course are similar, in the judgment of the board, to a course offered in the district;
- c. The course is in the discipline areas of mathematics, science, social sciences, humanities, vocational/technical education, or a course offered in the community college career options program;

- d. The course is a credit-bearing course that leads to a degree;
- e. The course is not religious or sectarian;
- f. The course meets any other requirements set out by the board;
- g. The course complies with Department of Education requirements for meeting proficiency criteria for the Every Student Succeeds Act; and
- h. The course complies with Department of Education senior year plus criteria.

Students in grades 9 through 12 who successfully complete courses in post-secondary educational institutions under an agreement between the district and the post-secondary educational institution will receive academic and vocational/technical education credits in accordance with the agreement. The superintendent [or designee] shall grant to a student who successfully completes a post-secondary education option (PSEO) course a unit of high school graduation credit for every unit of high school level instruction successfully completed.

Students who have completed the 11th grade but who have not completed the graduation requirements set out by the board may take up to seven semester hours of credit at a post-secondary educational institution during the summer months when school is not in session if the students pay for the courses. Upon successful completion of the summer courses, students will receive academic or vocational/technical education credits toward graduation requirements which are set by the board. Successful completion.

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

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

POST-SECONDARY ENROLLMENT OPTION

Ninth and tenth grade students who have been identified by the school district as talented and gifted, and eligible eleventh and twelfth grade students, may utilize the Post-Secondary Enrollment Option (PSEO) program. To qualify, a course must be a nonsectarian, credit-bearing course that leads to a degree, and in the areas of mathematics, science, social sciences, humanities, career and technical education. A course is not eligible for PSEO if a comparable course is offered by the school district. In addition, courses at a community college with which the district has a concurrent enrollment agreement are not eligible for PSEO. Students shall not be charged for tuition, textbooks, materials, or fees related to a PSEO course with the exception of equipment that becomes the property of the student.

The school district shall reimburse the post-secondary institution for tuition and other expenses for each PSEO course up to \$250. Students who successfully complete a PSEO course, as determined by the post-secondary institution, shall receive a post-secondary credit and high school credit. The superintendent [or designee] shall grant to a student who successfully completes a PSEO course a unit of high school graduation credit for every unit of high school level instruction successfully completed.

Transportation to and from the post-secondary institution is the responsibility of the student or parent or legal guardian of the student enrolled in the PSEO course. Eligible students may take up to seven hours of post-secondary credit during the summer months and receive high school credit upon successful completion of a post-secondary course. However, the student or student's parent or legal guardian are responsible for all costs associated with courses taken during the summer.

Students who fail the a PSEO course and fail to receive credit will are required to reimburse the school district for all costs directly related to the course up to the \$250 reimbursement maximum. Prior to registering, students under the age of 18 will are required to have a parent or legal guardian sign a form indicating that the parent or legal guardian are responsible for the cost of the course should the student fail the course and fail to receive credit. Students who fail the course and fail to receive credit. Students who fail the course and fail to receive credit Reimbursement waivers may be granted by the board if sufficient verification is provided to show that the student was unable to complete the courses for reasons beyond outside the student's control, including but not limited to, physical incapacity, a death in the student's immediate family, or a move out of the school district may not be responsible for the course. The board may waive reimbursement of costs to the district for the previously listed reasons. Students dissatisfied with the board's decision may appeal to the local AEA for a waiver of reimbursement.

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

Adopted: 11/92 Reviewed: 1/10; 6/12 Revised: 1/10; 6/11; 9/13; 4/15; 1/18; 11/18; 2/21; 10/23 Legal Reference (Code of Iowa): §§ 256.7, .11; 258; 261E; 279.61; 280.3; 280.14; 281 IAC 12 and 22 IASB Reference: 604.06



Policy 602.23 Open Enrollment – Procedures as a Receiving District

The school district will participate in open enrollment as a receiving district. As a receiving district, the school board will allow non-resident students who meet the legal requirements to open enroll into the district. The school board will have complete discretion to determine the attendance center assignment for students attending the district under open enrollment. The policies of the district will apply to all students attending the district under open enrollment.

The superintendent [or designee] has the authority to approve good cause applications or continuation of an educational program application. The school board will approve all other open enrollment requests at the next regular board meeting following receipt of the open enrollment request. The school board will take action on the open enrollment request at the next regular board meeting. The superintendent [or designee] has authority to approve good cause applications in emergency or extenuating circumstances.

The superintendent [or designee] will notify the sending school district and the parents of the school board's decision to approve or deny the open enrollment requests.

Open enrollment requests into the district will not be approved if insufficient classroom space exists. Open enrollment requests into the district will also not be approved for students who have been suspended or expelled by the administration or the board of the school district the student is (or was) attending until the student has been reinstated into the school district from which they were suspended or expelled. Once the student is reinstated, the student's open enrollment request will be considered in the same manner as other open enrollment requests; provided the required timelines are met.

Open enrollment requests into the district that, if denied, would result in students from the same nuclear family being enrolled in different school districts will be given highest priority. The school board, in its discretion, may waive the insufficient classroom space reason for denial for students of the same nuclear family to prevent the division of a nuclear family between two school districts. Other open enrollment requests into the district are considered in the order received by the district with the first open enrollment request given a higher priority than the second open enrollment request and so forth.

Students in grades 9 through 12 open enrolling into the school district will not be eligible for participation in interscholastic athletics, at the varsity level, in accordance with applicable laws.

Parents of students whose open enrollment requests are approved by the school board are responsible for providing transportation to and from the receiving school district without reimbursement. The school board will not approve transportation into the sending district.

Open enrollment requests into the district from parents of a student receiving special education student services will be reviewed on a case-by-case basis. The determining factors for approval of such open enrollment requests will be whether the special education program available in the district is appropriate for the student's special education needs and whether the enrollment of the student will cause the class size to exceed the maximum allowed. The area education agency director of special education serving the school district will determine whether the program is appropriate. The student receiving special education student services will remain in the sending district until final determination is made. For students requiring special education, the receiving needed to seek Medicaid reimbursement for eligible services.

It is the responsibility of the superintendent [or designee] to develop appropriate office procedures and administrative regulations necessary for open enrollment requests.

Adopted: 3/99 Reviewed: 1/10; 6/11; 6/12;10/13; 4/15; 1/18; 2/21 Revised: 6/11; 9/21; 10/22 Related Policy: 501.9-10; 602.2-3; 602.7; 602.24-26 Legal Reference (Code of Iowa): §§ 139A.8; 274.1; 279.11; 281.1, .3, .8, .18; 299.1; 281 IAC 17 IASB Reference: 501.15



Policy 602.24 Open Enrollment – Procedures as a Sending District

The school district will participate in open enrollment as a sending district. As a sending district, the board will allow resident students who meet the requirements to open enroll out to another public school district.

Parents requesting open enrollment out of the district for their student will notify the sending and receiving school districts in accordance with district practices. This notice is made on forms provided by the Iowa Department of Education. The forms are available at the Linn-Mar Learning Resource Center or via the district website (www.Linnmar.k12.ia.us).

Parents of children who will begin kindergarten and pre-kindergarten students enrolled in special education programs and included in the district's basic enrollment will file in the same manner set forth above.

The receiving district will approve or deny open enrollment requests according to the timelines established by law. The parents may withdraw the open enrollment request prior to the board's approval of the application. The receiving district's superintendent [or designee] will notify the parents and sending district by mail within five days of the school district's action to approve or deny the open enrollment request.

The superintendent [or designee] has the authority to approve good cause applications or continuation of an educational program application. The school board will approve all other open enrollment requests according to the timelines established by law. The board will not approve a student's request to allow the receiving district to enter the school district for the purposes of transportation.

An open enrollment request out of the school district from parents of a student receiving special education student services is reviewed on a case-by-case basis. The determining factor for approval of such an open enrollment request will be whether the special education program available in the receiving school district is appropriate for the student's special education needs. The area education agency director of special education serving the receiving district will determine whether the program is appropriate. The student receiving special education student receiving special education student receiving special education student services will remain in the school district until the final determination is made.

It is the responsibility of the superintendent [or designee] to maintain open enrollment request applications and notice forms. It will also be the responsibility of the superintendent [or designee] to develop appropriate office procedures and administrative regulations necessary for open enrollment requests.

Policy Series 600 – Education Program Basic Instructional Program



Policy 602.29-R

Objection to Reconsideration of Instructional and Library Materials Regulation

A member of the school district community (Per Iowa Code 279.77, "the parent or guardian of a student enrolled in the school district or a resident of the school district") may raise an objection to instructional or library materials used in the school district's education program despite the fact that the individuals selecting such materials were duly qualified to make the selection, followed proper procedure, and observed the criteria for selecting such materials. While the individuals recommending the selection of such material were duly qualified to make the selection and followed the proper procedure and observed the criteria for selecting such material; the district must be ready to acknowledge that an error in selection may have been made despite this process. School employees regularly read great numbers of reviews in the selection process, and occasional errors are possible.

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

- 1. The complainant will address the complaint at the lowest organization level of licensed staff. Often this will be the classroom teacher.
- 2. The school official or employee receiving a complaint regarding instructional or library materials will try to resolve the issue informally at the lowest organizational level. The materials generally will remain in use pending the outcome of the reconsideration procedure.
 - a. The school official or employee initially receiving a complaint will explain to the individual the district's selection procedure, criteria to be met by the instructional or library materials, and qualifications of those persons selecting the materials.
 - b. The school official or employee initially receiving a complaint will explain to the individual the role of the objected material in the education program, its intended educational purpose, and additional information regarding its use. In the alternative, the employee may refer the individual to the teacher-librarian who can identify and explain the use of the material.
 - c. The school official or employee receiving the initial complaint will direct the complainant to complete the Request for Reconsideration of Instructional and Library Materials Form (Refer to Policy 602.29-E) and notify the building level principal or receipt of the complaint within two school days after the reconsideration form is received. School officials will offer to assist the complainant in completing the form, but if a complainant refuses to complete the

form, the complaint will be deemed invalid, and no further action taken.

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

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

REQUEST FOR RECONSIDERATION

- A member of the school district community (Per Iowa Code 279.77, "the parent or guardian of a student enrolled in the school district or a resident of the school district") may formally challenge instructional and library materials on the basis of appropriateness used in the school district's education program. This procedure is for the purpose of considering the opinions of those persons in the school district and the community who are not directly involved in the selection process.
- Each attendance center and the school district's central administrative office will keep on hand and make available the Request for Reconsideration of Instructional and Library Materials Request Form (<u>Refer</u> <u>to Policy 602.29-E</u>). Formal objections to instructional and library materials must be made using this form.
- 3. The individual will state the specific reason the instructional or library material is being challenged. The Request for Reconsideration of Instructional and Library Materials Request Form is signed by the individual and filed with the superintendent building-level principal.
- 4. The superintendent building-level principal will promptly file the objection with the Reconsideration Committee superintendent for re-evaluation.
- 5. The superintendent will convene a Reconsideration Committee within two weeks of receipt of the reconsideration form.

- 6. The Reconsideration Committee will make their recommendation to the superintendent within five school days of meeting.
- 7. The superintendent will issue a decision related to the reconsideration request form within five school days of receipt of the committee's recommendation. A copy of the superintendent's decision will be provided to the complainant.
- 8. An appeal of the superintendent's decision may be filed with the board secretary within five days of the superintendent's decision. The board will determine whether to hear the appeal at the next regular meeting or within 30 days of the superintendent's decision, whichever is later. If the board elects to hear the appeal, the board will act to affirm, modify, or reverse the decision of the superintendent. The board's decision will be communicated to the complainant. The board's decision will be deemed final.
- Generally, access to challenged instructional or library materials will not be restricted during the reconsideration process. However, in unusual circumstances, the instructional or library materials may be removed temporarily by following Item D under "The Reconsideration Committee" below.

THE RECONSIDERATION COMMITTEE

A) The Reconsideration Committee is made up of seven members:

- One licensed employee designated annually, as needed, by the superintendent;
- One teacher-librarian designated annually, as needed, by the superintendent;
- One member of the administrative team designated annually, as needed, by the superintendent;
- Three members of the community appointed annually, as needed, by the superintendent; and
- The superintendent [or designee].
- B) The committee will select their chairperson and secretary.
- C) The committee will meet at the request of the superintendent.
- D) Special meetings may be called by the board to consider temporary removal of materials in unusual circumstances. A recommendation for temporary removal will require a two-thirds vote of the committee.

- E) The committee may be subject to applicable open meetings and public records laws. Notice of the committee meeting is made public through appropriate communication methods as required by law.
- F) The committee will receive the completed reconsideration request form from the superintendent.
- G) The committee will determine its agenda for the first meeting which may include the following:
 - 1. Distribution of copies of the completed reconsideration request form;
 - 2. An opportunity for the individual or a group spokesperson to talk about or expand on the reconsideration request form;
 - 3. Distribution of reputable, professionally prepared reviews of the challenged instructional or library materials if available;
 - 4. Distribution of copies of the challenged instructional or library material as available.
- H) The committee may review the selection process for the challenged instructional or library materials and may, to its satisfaction, determine that the challenge is without merit and dismiss the challenge. The committee will notify the individual and the superintendent of its action.
- I) At a subsequent meeting, if held, interested persons including the individual filing the challenge may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.
- H) The committee will determine whether interested persons, including the individual filing the challenge, may have the opportunity to share their views. The committee may request that the individuals with special knowledge be present to give information to the committee.
- I) At the second, or subsequent meeting, the committee will make its final recommendation. The committee's final recommendation may be to take no removal action, to remove the challenged material from the school environment, or to limit the educational use of the challenged material. The sole criterion for the final recommendation is the appropriateness of the material for its intended educational use. The written final recommendation and its justification are forwarded to the superintendent, the complainant, and the appropriate attendance centers. The superintendent may also make a recommendation but, if so, it should be independent from the committee's recommendation.
- J) The individual filing the challenge is kept informed by the reconsideration committee secretary superintendent of the status of the reconsideration

request throughout the reconsideration process. The individual filing the request challenge and known interested parties are given appropriate notice of meetings as required by law.

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

Adopted: 2/08 Reviewed: 6/12; 9/13; 4/15; 1/18; 2/21 Revised: 6/11; 3/23; 11/23 Related Policy: 602.28; 602.29; 602.29-E Legal Reference (Iowa Code): 279.77 IASB Reference: 605.03-R(1)



Policy 603.2 Class Size – Class Grouping

It is within the sole discretion of the board to determine the size of classes and to determine whether class grouping will take place. The board may review class sizes annually.

It is the responsibility of the superintendent [or designee] to make an annual a recommendation to the board on class size based upon the financial condition of the school district, available classroom space, the qualifications of and number of licensed employees, and other factors deemed relevant to the board.

Adopted: 6/70 Reviewed: 7/11; 9/12; 4/15; 4/18; 6/21 Revised: 9/13 Related Policy: 602.23-26 Legal Reference (Code of Iowa): §§ 279.8; 280.3 IASB Reference: 606.01 Note: Items highlighted in yellow are changes that resulted from the first reading on 1/22/24.

Policy Series 600 – Education Program Instructional Arrangements



Policy 603.6 School Ceremonies and Observances

Student participation in opening and/or closing school day ceremonies or observances of a ceremonial nature will be of the student's own choosing.

The school and district will respect each student's personal beliefs, religious or non-religious, concerning patriotism as it relates to the opening or closing of school programs.

The school district will continue school ceremonies and observances which have become a tradition and a custom of the education program. These included, but are not limited to, reciting the *Pledge of Allegiance* and observance of holidays through programs and performances. Such ceremonies or observances will have a secular purpose and will not advocate or sponsor a particular religion.

Per Iowa Legislative House File 847, the district will provide and maintain suitable flagstaff at each school site and raise the Iowa and United States flags each school day as weather conditions permit. The district will also display the United States flag and administer *The Pledge of Allegiance* in each 1st through 12th grade classroom on school days.

Non-participation of students in ceremonies or observances will not be cause for exclusion from the classroom, assembly hall, or group meeting place. Students who do not wish to participate in these activities may be silent during the ceremony or observance or receive permission from the principal [or designee] to be excused from the ceremony for religious **or personal** reasons in compliance with board policy.

> Adopted: 6/70 Reviewed: 7/11; 9/12; 9/13; 2/15; 4/18; 6/21 Revised: 12/07; 9/21 Related Policy: 603.11 Legal Reference (Code of Iowa): §§ 279.8; 280.5 IASB Reference: 606.02



Policy 603.7 Homework

Homework should be an integral and relevant part of a student's instructional program. It should be used consistently throughout the grades and classes. Parents, guardians, or legal custodians should be informed of this homework policy and regulations.

Homework is defined as out-of-class assignments that may be considered as extensions and enrichment of the regular classroom instructional program, as reinforcement of newly acquired skills, as application of recent learning, or as preparation for further learning.

Three basic types of homework (practice, preparation, and extension) should be intentionally designed for students with the following purposes considered:

- 1. **Practice:** To provide students an opportunity to reinforce newly acquired skills or apply recent learning.
- 2. **Preparation:** To have the student obtain sufficient background information to be prepared for the next day's instruction.
- 3. **Extension:** To foster student initiative for learning through individual applications, research, and study.

It is the expectation that homework, as described above, will be given when appropriate in all classes in grades PreK-12. For all students, homework assignments should be:

- Necessary and useful
- Appropriate to the ability and maturity level of the students
- Well explained and motivating
- Clearly understood by the student
- Identified as far in advance as possible to assist students in time management
- Promptly monitored by licensed personnel including acknowledgement and/or feedback

The time required for homework completion should be appropriate to the student's developmental level and potential. Teachers should consider the following when assigning homework:

- 1. The number of assignments for which a student may have responsibility
- 2. The complexity of the assignments
- 3. The available school time in which homework can be completed
- 4. The resources available to students while at home

Building principals will collaborate by level in the development of homework assignment guidelines that fulfill the intent of this policy and articulate to the next level the district's mission to Inspire Learning, Unlock Potential, and Empower Achievement.

Adopted: 6/85 Reviewed: 9/12; 9/13; 6/21 Revised: 7/11; 2/15; 4/18 Related Policy: 602.16; 602.16-R



Policy 603.9 Religion in Schools Teaching About Religion

The board recognizes the key role religion has played in the history of the world and authorizes the study of religious history and traditions as part of the curriculum or school-sponsored activities. The board does not authorize the practice of religion as part of the curriculum or school-sponsored activities. Religion and religious conviction will be treated with fairness and respect.

The school district is required by law to keep the practice of religion out of school curriculum. The board recognizes the key role religion has played in the history of the world and authorizes the study of religious history and traditions as part of the curriculum. Preferential or derogatory treatment of a single religion will not take place.

It is the responsibility of the superintendent [or designee] to ensure the study of religion in school is in keeping with the following guidelines:

- 1. The proposed activity must have a secular purpose;
- 2. the primary objective of the activity must not be one that advances or inhibits religion; and
- 3. the activity must not foster excessive governmental entanglement with religion.

District personnel will not discriminate against any person based upon their religious beliefs. District personnel are encouraged to promote, among employees and students, tolerance of varied religious beliefs or non-belief. District personnel will not denigrate a student's religious beliefs or non-belief. The policy against denigrating religious beliefs and non-belief will not be interpreted to prohibit academic discussion of religion. This policy has no intent to affect the religious beliefs or practices of district personnel outside of their work environment.

Adopted: 3/99 Reviewed: 7/11; 9/12; 9/13; 2/15; 4/18; 6/21 Revised: 7/08 Related Policy: 603.9-R; 603.10 Legal Reference (Code of Iowa): §§ 279.8; 280.6 IASB Reference: 603.08



Policy 603.9-R Regulations Regarding <u>Religion in Schools</u> <u>Teaching About Religion</u>

The Linn-Mar Community School District believes there is value in diversity and appreciates the constitutional context in which schools must function regarding religious liberty and the First Amendment.

The following guidelines have been developed to further define Policy 603.9 Religion in Schools:

Teaching about Religion: Religious holidays offer opportunities to teach about religions. The observance or celebration of a religious holiday in school raises sensitive issues for people who observe the holiday and for those who do not.

District personnel and students are permitted to observe their religious holidays in the schools so long as the observance is not disruptive. By way of example, observing a religious fast or wearing a religious article as part of a holiday observance or celebration is not likely to be disruptive. Other forms of observance that could be disruptive may not be permitted at school or special arrangements for such observance may have to be made.

District personnel may not make the celebration of, as opposed to the study of, a religious holiday part of any curricular or co/extra-curricular activity. District personnel may not coerce students to participate in the celebration or observance of any religious celebration.

Religious Expression: The right of students to engage in religious activity and discussion will be respected. For example, individual students are free to pray, read their scriptures, discuss their faith, and invite others to join their particular religious group as long as such behaviors are not disruptive or coercive. Students will have the right to express their religious views when those views are relevant to the subject under consideration or meet the requirements of the assignment.

Students may wear clothing with religious significance when the wearing of the clothing during the school day is part of their religious practice. Students may wear religious jewelry and may display religious messages on clothing to the same extent that other messages are permitted.

Students may distribute religious literature on district property following the guidelines of policies 1001.4 and 1001.4-R regarding distribution of non-curricular materials. Distribution upon the proper approvals of religious, non-curricular literature is to be done at a reasonable time, place, and manner that is not disruptive to the orderly and efficient operation of the school or district. The distribution of literature that is obscene, defamatory, or disruptive is prohibited.

Students may form religious clubs which shall have access to school facilities and media on the same basis as other non-curriculum-related student clubs. Participation in such clubs must be voluntary and student initiated. The club may not be sponsored by the school or district personnel. District personnel will not direct, conduct, control, or regularly attend meetings of such clubs. District personnel may be present at religious club meetings in a supervisory capacity, but they will not participate in club activities. Any club activity that is illegal or that would cause substantial disruption of the school or district is prohibited.

When acting on behalf of Linn-Mar Schools, employees will be neutral among religions and between religion and non-religion. District personnel will not organize, mandate, or participate in student religious activities including prayer. District personnel are allowed to wear personal, religious jewelry.

School Activities and Programs: The historical and contemporary significance of religious holidays may be included in the education program provided that the instruction is presented in an unbiased and objective manner. The selection of holidays to be studied will take into account major celebrations of several world religions, not just those of a single religion. Holiday-related activities will be educationally sound and sensitive to religious differences and will be selected carefully to avoid the excessive or unproductive use of school time. Teachers will be especially careful in planning activities that are to take place immediately preceding or on a religious holiday.

Music, art, literature, and drama having religious themes (including traditional carols, seasonal songs, and classical music) will be permitted if presented in an objective manner without sectarian indoctrination. The emphasis on religious themes is only as extensive as necessary for a balanced and comprehensive study or presentation. Religious content included in student performances is selected on the basis of its independent educational merit and will seek to give exposure to a variety of religious customs, beliefs, and forms of expression. Holiday programs, parties, or performances will not become religious celebrations or be used as a forum for religious worship, such as the devotional reading of sacred writings or the recitations of prayers.

The use of religious symbols (e.g. a cross, menorah, crescent, Star of David, lotus blossom, nativity scene, or other symbols that are part of a religious ceremony) are permitted as teaching aids, but only when such symbols are used temporarily and objectively to give information about a heritage associated with a particular religion. The Christmas tree, Santa Claus, Easter eggs, Easter bunnies, and Halloween decorations are secular, seasonal symbols and as such can be displayed in a seasonal context.

Expressions of belief or nonbelief initiated by individual students are permitted in composition, art forms, music, speech, and debate. However, teachers may not require projects or activities which indoctrinate or force students to contradict their personal religious beliefs or non-beliefs.

Accommodations: Curricular or co/extra-curricular assignments or activities that make students feel excluded or identified with a religion not their own will be avoided whenever possible.

The Linn-Mar Community School District shall accommodate requests from parents or students to be excused for religious reasons from curricular or co/extra-curricular activities without penalty. When students are excused for religious reasons from curricular activities, teachers shall make available a comparable educational experience.

> Adopted: 3/99 Reviewed: 7/11; 9/12; 9/13; 2/15; 4/18; 6/21 Revised: 7/08 Related Policy: 502.11; 603.9; 603.9-R; 603.10; 1001.14 IASB Reference: 603.08-R(1)



Policy 603.13 Digital Communication

The internet provides a valuable learning tool for students and staff and offers another communication vehicle for informing the public about school programs and activities.

The board authorizes the establishment of a district website, Facebook page, Twitter X account, and other appropriate digital communication platforms. Only those web pages approved by the superintendent [or designee] and maintained in accordance with board policy and administrative procedures will be recognized as official representations of the school district.

The superintendent [or designee] is responsible for assigning an individual responsible for maintaining the digital communication platforms. The superintendent [or designee] in conjunction with the responsible individual will develop administrative regulations regarding the digital communication platforms.

Adopted: 7/03 Reviewed: 7/11; 9/12; 10/13; 4/18; 6/21 Revised: 2/15 Related Policy: 603.12; 603.12-R1-R2; 603.12-E1-E2; 604.6 Legal Reference (Code of Iowa): § 279.8



Policy 603.13-R Regulations Regarding Digital Communication/Web Page Development

Internet access provides opportunities for students and staff to contribute to the district's presence on the World Wide Web. The district website (<u>http://www.linnmar.k12.ia.us/</u>) provides information about district planning, curriculum, instruction, school-authorized activities, programs, and general information relating to the district and its schools. Web page development capability is provided by the Technology Department and the Communications/Media Relations Coordinator.

Creators of web pages need to familiarize themselves with and adhere to the following guidelines. Failure to follow these guidelines may result in the loss of authoring privileges or other stringent disciplinary measures.

CONTENT STANDARDS

Web pages may not contain advertisements. However, business logos directly associated with Linn-Mar Community School District programs or departments which meet guidelines and have been approved may be displayed. Web pages may not promote individuals or organizations for the purpose of financial, political, or professional gain. Web pages must be approved by the Chief Technology Officer [or designee] before they can be linked to the Linn-Mar website. Employee-designated, district, Office 365 and Google sites and applications must also comply with the same guidelines of appropriate use and will be monitored by district administration. If prior approval is not possible, a disclaimer page will be inserted before the user links to the site.

SUBJECT MATTER

All subject matter on web pages must relate to curriculum, instruction, schoolauthorized activities, programs, or general information that is appropriate and of interest to others and it should relate to the district or the schools within the district. Therefore, neither staff nor students may publish personal home pages as part of the district website or home pages for other individuals or organizations not directly affiliated with the district. Staff or student work may be published only as it relates to a class project, course, or other school-related activity.

QUALITY

All web pages must be free of spelling and grammatical errors. Documents may not contain objectionable material or point to or link directly to objectionable materials. Objectionable material is defined as material that does not meet the standards for instructional resources specified in district policies. Regarding the question of quality or propriety of web page material, appearance, or content the judgment of the Communications and Media Relations Coordinator [or designee] will prevail.

OWNERSHIP AND RETENTION

All web pages, Office 365, and Google applications on the district websites are property of the school district.

SAFEGUARDS

Web pages may not contain photographs or personal identification information about students, their families, their friends, and/or employees of the Linn-Mar School District without written consent. Email addresses of Linn-Mar employees may be posted. Web pages may not include any information which indicates the physical location of a student at a given time. Web pages may not hinder the loading and general functions of the home page, home page server, and/or computer stations.

LAWS OR SCHOOL BOARD POLICIES

All documents on the Linn-Mar website, Office 365, and Google applications must conform to board policies, state laws, federal laws, and copyright laws; as well as established school guidelines. Copies of board policies are available on the district website (http://www.linnmar.k12.ia.us/). Persons developing or maintaining web documents are responsible for complying with these and other policies.

Some relevant issues and board policies include the following:

- 1. Electronic transmission of materials is a form of copying. As specified in board policy, no unlawful copies of copyrighted materials may be knowingly produced or transmitted via the district's equipment including its website, Office 365, or Google applications.
- 2. Web pages are subject to Policy 602.29-E Objection to Instructional Materials Reconsideration Request Form and Policy 603.12 Technology and Instructional Materials including related administrative rules, regulations, and exhibits.
- 3. Any information communicated via district web pages, Office 365, or Google applications will comply with *Policy 505.6 Education Records* Access including related administrative rules, regulations, and exhibits.
- 4. Any links to district web pages that are not specifically related will meet the criteria established in board policies. Any other non-curricular materials must be limited to information about youth activities, agencies, or organizations which are known to be non-discriminatory, non-sectarian, non-profit, and exclusively devoted to community interests or child welfare. District web pages, Office 365, or Google application links may not include entities whose primary purpose is commercial or political advertising.
- 5. Any deliberate tampering with or misuse of district network services or equipment will be considered vandalism and will be handled according to board Policy 603.12 Technology and Instructional Materials.

CONSISTENCY TECHNICAL STANDARDS

Every web page added to the district's website must contain certain elements which to provide general consistency:

- 1. All web pages must be submitted to the Chief Technology Officer [or designee] for review prior to placement on the district server.
- 2. Users must exhibit care when creating web pages with extensive tiled backgrounds, large graphics, large PDF documents, or any other large files. Such files require extensive download time which take bandwidth away from other users.
- 3. The authorized staff member who is publishing approved web pages for themselves, or for students, will edit and test them for accuracy of links and for conformance with standards outlined in this policy.
- 4. Web pages may not contain links to other web pages not yet completed. If additional pages are anticipated but not yet developed, the text that will provide the link should be included. However, the actual link to said pages may not be made available until the final page is in place on the district server.
- 5. All web pages must be given names which clearly identify them. The names of all documents will coincide with current district naming practices and structures.
- 6. Any graphics, sounds, or videos must conform to the format currently used or approved by the district.
- 7. Web pages shall not contain student email address links, survey response links, or any other type of direct-response links.
- 8. Final decisions regarding access to active web pages for editing content or organization will rest with the Chief Technology Officer [or designee].

OTHER TECHNICAL STANDARDS

Material on web pages reflect an individual's thoughts, interests, and activities. Such web pages do not in any way represent individual schools or the district, nor are they endorsed or sanctioned by the individual school or district. Concern about the content of any web pages created by students or staff should be directed to the Chief Technology Officer [or designee].

Given the rapid change in technology, some of the technical standards outlined in this policy may require changes throughout the year. Such changes will be made by the Chief Technology Officer with approval of the superintendent. This policy will be updated on an annual basis or more frequently if required.

> Adopted: 7/03 Reviewed: 7/11; 4/18; 6/21 Revised: 11/07; 1/10; 9/12; 10/13; 2/15; 10/23 Related Policy: 505.6; 505.6-R; 505.6-E2-E7; 602.29; 602.29-R; 602.29-E; 603.12; 603.12-R1-R2; 603.12-E1-E2; 603.13



Policy 603.14 Copyright Compliance Use of Information Resources

In order for students to experience a diverse curriculum, the board encourages teachers employees to supplement regular curricular materials with other resources. In so doing, the board recognizes that federal laws make it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for plagiarism and unauthorized copying of or using of media including, but not limited to, print, electronic, and web-based materials, unless the copying or using conforms to "fair use" doctrine. Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship, or research providing that all fair use guidelines are met.

While the school district encourages employees to enrich the learning programs by making proper use of supplementary materials, it is the responsibility of employees to abide by the school district's copying procedures and obey the requirements in order to perform their duties properly of law. In no circumstances shall it be necessary for school district staff to violate copyright requirements in order to perform their duties properly. The school district will not be responsible for any violations of the copyright law by employees or students. Violation of the copyright law by employees may result in discipline, up to and including, termination. Violation of the copyright law by students may result in discipline, up to and including, suspension or expulsion.

Parents or others who wish to record, by any means, school programs or other activities need to realize that even though the school district received permission to perform a copyrighted work, it does not mean outsiders can copy it and replay it. Those who wish to do so should contact the employee in charge of the activity to determine what the process is to ensure the copyright law is followed. The school district is not responsible for outsiders violating the copyright law or this policy.

Any employee or student who is uncertain as to whether reproducing or using copyrighted material complies with the school district procedures or is permissible under the law should contact their building's media specialist who will assist them in obtaining proper authorization to copy or use protected materials when such authorization is required.

It is the responsibility of the superintendent [or designee] in conjunction with the media specialists to develop administrative regulations regarding this policy.

Adopted: 7/07 Reviewed: 7/11; 9/12; 9/13; 2/15; 4/18; 6/21 Revised: 1/10 Related Policy: 603.14-R Legal Reference (Code of Iowa): 17 USC § 101 et al; 281 IAC 12.3(12) IASB Reference: 605.07



Policy 603.14-R

Regulations Regarding Copyright Compliance Use of Information Resources

Employees and students may make copies of copyrighted materials that fall within the following guidelines. Where there is reason to believe the material to be copied does not fall within these guidelines, prior permission will be obtained from the publisher or producer with the assistance of the media specialist. Employees and students who fail to follow these procedures may be held personally liable for copyright infringement and may be subject to discipline by the board.

Under the fair use doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship, or research. Under the fair use doctrine, each of the following four standards must be met in order to use copyrighted materials:

- 1. Purpose and Character of the Use: The use must be for such purposes as teaching or scholarship.
- 2. Nature of the Copyrighted Work: The type of work to be copied.
- 3. Amount and Substantiality of the Portion Used: Copying the whole of a work cannot be considered fair use, copying a small portion may be if these guidelines are followed.
- 4. Effect of the Use Upon the Potential Market for or Value of the Copyrighted Work: If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement and making multiple copies presents the danger of greater penalties.

AUTHORIZED REPRODUCTION AND USE OF COPYRIGHTED MATERIAL REMINDERS

- a. Materials on the internet should be used with caution since they may, and likely are, copyrighted.
- b. Proper attribution (author, title, publisher, place, and date of publication) should always be given.
- c. Notice should be taken of any alterations to copyrighted works and such alterations should only be made for specific instructional objectives.
- d. Care should be taken in circumventing any technological protection measures. While materials copied pursuant to fair use may be copied after circumventing technological protections against unauthorized copying, technological protection measures to block access to materials may not be circumvented.

In preparing for instruction a teacher may make, or have made, a single copy of:

- A chapter from a book
- An article from a newspaper or periodical
- A short story, short essay, or short poem
- A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper

A teacher may make multiple copies not to exceed more than one per pupil for classroom use or discussion if the copying meets the tests of brevity, spontaneity, and cumulative effect set by the following guidelines. Each copy must include a notice of copyright.

- 1. Brevity:
 - A complete poem if less than 250 words and two pages long may be copied; excerpts from longer poems cannot exceed 250 words.
 - Complete articles, stories, or essays of less than 2,500 words or excerpts from prose works less than 1,000 words or 10% of the work, whichever is less, may be copied in any event the minimum is 500 words.
 - Each numerical limit may be expanded to permit the completion of an unfinished line of a poem or prose paragraph.
 - One chart, graph, diagram, drawing, cartoon, or picture per book or periodical issue may be copied. Special works cannot be reproduced infull, this includes children's books combining poetry, prose, or poetic prose. Short special works may be copied up to two published pages containing not more than 10% of the work.
- 2. Spontaneity: Should be at the instance and inspiration of the individual teacher when there is not a reasonable length of time to request and receive permission to copy.
- 3. Cumulative Effect: Teachers are limited to using copied materials for only one course for which the copies are made. No more than one short poem, article, story, or two excerpts from the same author may be copied and no more than three works can be copied from a collective work or periodical column during one class term. Teachers are limited to nine instances of multiple copying for one course during one class term. Limitations do not apply to current news periodicals, newspapers, and current news sections of other periodicals.

COPYING LIMITATIONS

Circumstances will arise when employees are uncertain whether or not copying is prohibited. In these circumstances, the media specialists should be contacted.

The following prohibitions have been expressly stated in federal guidelines:

- 1. Reproduction of copyrighted material will not be used to create or substitute for anthologies, compilations, or collective works.
- 2. Unless expressly permitted by agreement with the publisher and authorized by district action, there shall be no copying from copyrighted, consumable materials such as workbooks, exercises, test booklets, answer sheets, and the like.
- 3. Employees shall not:
 - a. Use copies to substitute for the purchase of books, periodicals, musical recordings, or consumable works such as workbooks, computer software, or other copyrighted material.
 - b. Copy or use the same item from term-to-term without the copyright owner's permission.
 - c. Copy or use more than nine instances of multiple copying of protected material in any one term.
 - d. Copy or use more than one short work or two excerpts from works of the same author in any one term.
 - e. Copy or use protected material without including a notice of copyright. The following is a satisfactory notice: Notice: This material may be protected by copyright law.
 - f. Reproduce or use copyrighted material at the direction of someone in higher authority or copy/use such material in emulation of another teacher's use of copyrighted material without permission of the copyright owner.
 - g. Require other employees or students to violate copyright law or fair use guidelines.

AUTHORIZED REPRODUCTION AND USE OF COPYRIGHTED MATERIALS IN THE LIBRARY

A library may make a single copy or three digital copies of:

- a. An unpublished work in its collection.
- b. A published work in order to replace it because it is damaged, deteriorated, lost, or stolen provided that an unused replacement cannot be obtained at a fair price.
- c. A work that is being considered for acquisition although use is strictly limited to that decision. Technological protection measures may be circumvented for purposes of copying materials in order to make an acquisition decision.

A library may provide a single copy of copyrighted material to a student or employee at no more than the actual cost of photocopying. The copy must be limited to one article of a periodical issue or a small part of other material unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstance, the entire work may be copied. In any case, the copy shall contain the notice of copyright and the student or staff member shall be notified that the copy is to be used only for private study, scholarship, or research. Any other use may subject the person to liability for copyright infringement.

AUTHORIZED REPRODUCTION AND USE OF COPYRIGHTED MUSIC OR DRAMATIC WORKS

Teachers may:

- a. Make a single copy of a song, movement, or short section from a printed musical or dramatic work that is unavailable except in a larger work for purposes of preparing for instruction.
- b. Make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance provided that the excerpt does not comprise a part of the whole musical work, which would constitute a performable unit such as a complete section, movement, or song.
- c. In an emergency, a teacher may make and use replacement copies of printed music for an imminent musical performance when the purchased copies have been lost, destroyed, or are otherwise not available.
- d. Make and retain a single recording of student performances of copyrighted material when it is made for purposes of evaluation or rehearsal.
- e. Make and retain a single copy of excerpts from recordings of copyrighted musical works for use as aural exercises or examination questions.
- f. Edit or simplify purchased copies of music or plays provided that the fundamental character of the work is not distorted. Lyrics shall not be altered or added if none exist.

Performance by teachers or students of copyrighted musical or dramatic works is permitted without the authorization of the copyright owner as part of a teaching activity in a classroom or instructional setting. The purpose shall be instructional rather than for entertainment.

Performances of non-dramatic musical works that are copyrighted are permitted without the authorization of the copyright owner provided that:

- a. The performance is not for a commercial purpose
- b. None of the performers, promoters, or organizers are compensated
- c. Admission fees are used for educational or charitable purposes only

All other musical and dramatic performances require permission from the copyright owner. Parents or others wishing to record a performance should check with the sponsor to ensure compliance with copyright law.

RECORDING OF COPYRIGHTED PROGRAMS

Television programs, excluding news programs transmitted by commercial and noncommercial television stations for reception by the general public without charge may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by a school for a period not to exceed the first 45 consecutive calendar days after date of recording. Upon conclusion of this retention period, all off-air recordings must be erased or destroyed immediately. Certain programming such as that provided on public television may be exempt from this provision, check with the teacher-librarian media specialist or the subscription database (e.g. United Streaming).

Off-air recordings may be used once by individual teachers in the course of instructional activities and repeated once only when reinforcement is necessary within a building during the first 10 consecutive school days, excluding scheduled interruptions in the 45 calendar day retention period. Off-air recordings may be made only at the request of, and used by, individual teachers and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher regardless of the number of times the program may be broadcast. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy shall be subject to all provisions governing the original recording.

After the first 10 consecutive school days, off-air recordings may be used up to the end of the 45-day retention period only for evaluation purposes (i.e. to determine whether or not to include the broadcast program in the teaching curriculum). Permission must be secured from the publisher before the recording can be used for instructional purposes after the 10-day period.

Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

AUTHORIZED REPRODUCTION AND USE OF COPYRIGHTED COMPUTER SOFTWARE

Schools have a valid need for high-quality software at reasonable prices. To ensure a fair return to the authors of software programs, the district shall support the legal and ethical issues involved in copyright laws and any usage agreements that are incorporated into the acquisition of software programs.

To this end, the following guidelines shall be in effect:

- 1. All copyright laws and publisher license agreements between the vendor and the district shall be observed.
- 2. Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment.
- 3. A back-up copy shall be purchased for use as a replacement when a program is lost or damaged. If the vendor is not able to supply a replacement, the district shall make a back-up copy that will be used for replacement purposes only.

- 4. A copy of the software license agreement shall be retained by the Executive Director of Technology Chief Technology Officer [or designee].
- 5. A computer program may be adapted by adding to the content or changing the language. The adapted program may not be distributed.

FAIR USE GUIDELINES FOR EDUCATIONAL MULTIMEDIA

Students may incorporate portions of copyrighted materials in producing educational multi-media projects such as videos, Power Points, podcasts, and websites for a specific course and may perform, display, or retain the projects.

Educators may perform or display their own multi-media projects to students in support of curriculum-based instructional activities. These projects may be used:

- a. In face-to-face instruction
- b. In demonstrations and presentations, including conferences
- c. In assignments to students
- d. For remote instruction if distribution of the signal is limited
- e. Over a network that cannot prevent duplication for 15 days; after 15 days a copy may be saved onsite only
- f. In their personal portfolios

Educators may use copyrighted materials in a multi-media project for two years. After that, permission must be requested and received.

The following limitations restrict the portion of any given work that may be used pursuant of fair use in an educational multi-media project:

- 1. Motion Media: Ten percent or three minutes, whichever is less.
- 2. Text Materials: Ten percent or 1,000 words, whichever is less.
- 3. Poetry: An entire poem of fewer than 250 words, but no more than three poems from one author or five poems from an anthology. For poems of greater than 250 words, excerpts of up to 250 words may be used, but no more than three excerpts from one poet or five excerpts from an anthology.
- 4. Music, Lyrics, and Music Video: Up to 10% but no more than 30 seconds. No alterations that change the basic melody or fundamental character of the work.
- 5. Illustrations, Cartoons, and Photographs: No more than five images by an artist and no more than 10% of 15 images, whichever is less from a collective work.
- 6. Numerical Data Sets: Up to 10% or 2,500 field or cell entries, whichever is less.

Fair use does not include posting a student's or teacher's work on the internet if it includes portions of copyrighted materials. Permission to copy shall be obtained from the original copyright holder before such projects are placed online. The opening screen of such presentations shall include notice that permission was granted, and materials are restricted from further use.

Adopted: 7/07 Reviewed: 7/11; 9/12; 9/13; 2/15; 4/18; 6/21 Revised: 1/10 Related Policy: 603.14 Legal Reference (Code of Iowa): 17 US Code § 101 et al; 281 IAC 12.3(12) IASB Reference: 605.07-R(1)



Policy 604.4 Talented and Gifted Program

The board shall provide an education program for students who have been identified as talented and gifted. The board recognizes some students require programming beyond the regular education program. The district will identify students with special abilities and provide education programming.

It is the responsibility of the superintendent [or designee] to develop a talented and gifted program which provides for identifying students, for program evaluation, and training of employees.

> Adopted: 8/89 Reviewed: 7/11; 9/12; 2/15; 4/18; 6/21 Revised: 10/13 Legal Reference (Code of Iowa): §§ 257.42-49; 281 IAC 12.5(12); 59 IASB Reference: 604.03



Policy 604.5 Program for Students At-Risk

The board recognizes some students require additional assistance in order to graduate from the regular education program. The board will provide a program to encourage and provide an appropriate opportunities for students at-risk to succeed in the education program and obtain their high school diploma opportunity for students considered at-risk to achieve their potential and obtain their high school diploma.

It is the responsibility of the superintendent [or designee] to develop a plan for students at-risk which provides for identifying students, for program evaluation, and for the training of district personnel employees.

Adopted: 8/89 Reviewed: 7/11; 9/12; 10/13; 2/15; 4/18 Revised: 11/07; 6/21 Legal Reference (Code of Iowa): §§ 257.38-41; 280.19, .19A; 281 IAC 12.5(13); 33; 65 IASB Reference: 604.04 Policy Series 600 – Education Program Pupil Progress



Policy 605.1 Student Progress Reports and Conferences

The following are objectives of a system of student progress reporting practices:

- a. To inform parents/guardians of their student's progress
- b. To clarify the expectations of the instructional program
- c. To record for students their growth or achievement
- d. To assist students in evaluating their growth or achievement
- e. To assist the students, parents/guardians, and schools in working cooperatively for the welfare of the students

Students will receive a progress report at the end of each regular grading period. Students who are not excelling academically, and their parents, are notified prior to the end of the grading period semester in order to have an opportunity to improve their grade. a reasonable attempt will be made to notify parents/guardians of students who are not achieving as expected. The board encourages notification to parents/guardians of students who have made marked improvement prior to the end of the grading period semester.

Parent/teacher conferences will be held at a minimum of once per year at the elementary schools, middle schools, intermediate schools, and high school will hold conferences at a minimum of once per year to keep parents informed.

Parents, teachers, or principals may request a conferences for students in grades kindergarten through twelve in addition to these required conferences the scheduled conference time.

Parents and students are encouraged to discuss the student's progress or other matters with the student's teacher.

Adopted: 6/70 Reviewed: 9/12; 4/18 Revised: 6/11; 10/13; 2/15; 6/21 Legal Reference (Code of Iowa): §§ 256.11, .41; 280; 284.12; 281 IAC 12.3(4), 12.3(6); 5(16) IASB Reference: 505.01 Mandatory Policy



Policy 605.2 Testing Program

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

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

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

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

No student is required as part of any applicable program funded by the United States Department of Education to submit to surveys, analysis, or evaluation that reveals information concerning:

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

without the prior consent of the student (if the student is an adult or emancipated minor) or, in the case of an unemancipated minor, without the prior written consent of the parent. Prior to an employee or contractor of the district providing information on a student enrolled in the district on any survey related to the social or emotional abilities, competencies, or characteristics of the student; the district will provide the parent/guardian of the student detailed information related to the survey and obtain written consent of the parent/guardian of the student. This includes the person who created the survey, the person who sponsors the survey, how the information generated by the survey is used, and how information generated by the survey is stored. This requirement will not prohibit a district employee from answering questions related to a student enrolled in the district as part of developing or implementing an Individualized Education Program (IEP) for the student.

It is the responsibility of the superintendent [or designee] in conjunction with building principals to develop administrative regulations regarding this policy.

It is also the responsibility of the superintendent [or designee] to provide the school board with annual reports on the testing program. It is the responsibility of the board to review and approve the evaluation and testing program.

Adopted: 6/70 Reviewed: 6/11; 2/15; 4/18; 6/21 Revised: 9/12; 10/13; 12/16; 6/20; 8/23 Legal Reference (Code of Iowa): §§ 280.3; 20 USC 1232h IASB Reference: 505.04

Policy Series 600 – Education Program Pupil Progress



Policy 605.3 Graduation Requirements

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

It is the responsibility of the superintendent [or designee] to ensure that students complete grades 1 through 12, and that high school students earn a minimum of 250 credit hours to be awarded a Linn-Mar High School diploma.

EARLY GRADUATION

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

GRADUATION REQUIREMENTS

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

• English (40 credits): Must include English 9 or English I or Advanced English I (10 credits each), English II or Advanced English II (may opt out if student passes English I with a 90% or higher grade), English III or Advanced English III, and one speech/acting public speaking (rhetoric/speech/acting/communications) course (5 credits).

 Mathematics (30 credits): Must include Algebra 1 (10 credits) or Algebra Fundamentals I and Algebra Fundamentals II 1A and Algebra 1B (20 credits). Students who successfully complete both semesters of Algebra 1 may not then take Algebra Fundamentals I or Algebra Fundamentals II 1A or Algebra 1B to fulfill the Algebra or three-year math requirement.

- Science (30 credits): Must include General Biology (10 credits) or Fundamentals of Biology I and Fundamentals of Biology II (20 credits) AP Biology 1&2 (15 credits), a physical science course (Chemistry, Physics, or Earth and Physical Science) (10 credits) an earth science course [Earth Science (10 credits), Earth and Space Science (10 credits), or AP Environmental Science 1&2 (15 credits)], a chemistry course [Applied Physics and Chemistry (10 credits) or Chemistry I (10 credits)], and a physics course (Earth and Space Science (10 credits), Applied Chemistry and Physics (10 credits), Physics I (10 credits), or AP Physics 1&2 (20 credits)].
- Social Studies (30 credits): Must include US History 9 or US History I (10 credits) or Advanced US History 9 (10 credits) or AP US History (15 credits),

World History (10 credits or AP World History (15 credits), American Government (5 credits) or AP American Government (10 credits), and one social studies elective Introductory Psychology or Sociology (5 credits).

- Personal Finance (5 credits): Students must receive credit for Personal Finance (5 credits) or granted a waiver through completion of designated, online Financial Literacy course with certificate or complete and demonstrate financial literacy competencies gained through MOC or a designated online financial literacy course.
- Health/Fitness (20 credits): Must include Health I (5 credits). Must include a Lifetime Fitness course each school year.

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

COMPASS CREDITS

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

POST-SECONDARY OPPORTUNITIES (PSEO) & CONCURRENT ENROLLMENT

Credit may be awarded by a college upon successful completion of course requirements. Any college credit determination is made by the individual college.

ADVANCED PLACEMENT

Linn-Mar High School offers Advanced Placement (AP) courses in Environmental Science, Art History, Calculus (AB and BC), Statistics, Biology, Chemistry, Physics (B 1&2), Computer Science A, English Literature & Composition, Microeconomics, Music Theory, Comparative Government, World History, Psychology, US Government, and US History. A minimal number of AP courses are available thru the Iowa AP Online Academy. Students who complete these courses can take a standard AP exam. Many colleges and universities accept AP courses for college credit depending upon individual AP exam scores. More information is available through the high school counseling and TAG office.

LEGISLATIVE PAGE PROGRAM

Students who complete a regular session in the Legislative Page Program of the General Assembly at the State Capitol will be receive a 1/2 credit in Social Studies.

JUNIOR ROTC

Students enrolled in the Junior Reserve Officer Training Corp Program will receive 1/8 credit in physical education for each semester they are enrolled in the program.

FEDERAL STUDENT AID

Prior to graduation, the district will advise students on how to successfully complete the free application for federal student aid.

BOARD RECOGNITION

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

Adopted: 12/71 Reviewed: 9/12; 4/18; 6/21 Revised: 6/11; 10/3; 2/15; 11/18; 6/19; 2/21; 9/21; 10/22 Related Policy: 605.31; 605.31-R; 605.31-E1-E2; 605.32 Legal Reference (Code of Iowa): §§ 256.7, .11, .41; 279.8; 279.61; 280.3, .14; 281 IAC 12.3(5); 12.5 IASB Reference: 505.05 Mandatory Policy



Policy 605.5 Student Promotion and Retention and Acceleration

Students will be promoted or retained to the next grade level at the end of each school year based on their the student's achievement, age, maturity, emotional stability, and social adjustment.

The promotion or retention of a student will be determined on the judgment of licensed personnel, the principal, and the associate superintendent. When, in the judgment of licensed personnel, a student's academic skill development is inadequate or a student's completion of grade level requirements is unsatisfactory, the possibility of retaining the student shall be discussed with the parents/guardians. The purpose of this discussion will be to clarify the concerns about the student's performance and to enlist the support of the parents/guardians in corrective action.

When, in the judgment of licensed personnel, a student needs to be retained in the same grade or class for another year, parents/guardians will be informed as early in the year as possible. Final decisions regarding retention are the responsibility of the associate superintendent. Parents/guardians and/or students may appeal such decisions to the superintendent.

Each year students in grades 9 through 12 will be informed of the required coursework necessary to graduate. When it becomes evident a student in these grades will be unable to meet the graduation requirements, the parents/guardians will be informed. Students who are determined to be unable to meet graduation requirements with their class will receive academic counseling to identify deficiencies and to create a remediation plan.

It is the responsibility of the superintendent in conjunction with the building principals to develop administrative regulations regarding this policy. In developing the regulations, the procedures for promotion and retention will be included.

Early graduation is allowed in accordance with <u>Policy 605.31</u> Early Graduation.

The district shall adhere to the following:

• Retention/promotion in kindergarten-eighth grade: The retention of a student will be determined based upon the judgement of the district's professional staff. When it becomes evident a student in grades kindergarten through eight may be retained in a grade level for an additional year, the parents will be informed prior to making the retention decision. It is within the sole discretion of the district to retain students in their current grade level and to deny promotion to a student.

- Retention/promotion in ninth-twelfth grade: Students in grades nine through twelve will be informed of the required coursework necessary to be promoted each year. When it becomes evident a student in these grades will be unable to meet the minimum credit requirements for the year, the student and parents will be informed. It is within the sole discretion of the district to retain students in their current grade level and to deny promotion to a student.
- Accelerating in kindergarten-twelfth grade: Students in grades kindergarten through twelve with exceptional talents may, with the permission of the principal and parents, take classes beyond their current grade level. Enrichment opportunities outside the school district may be allowed when they do not conflict with the school district's graduation requirements.
- Retention or acceleration in kindergarten-twelfth grade may also occur in additional instances as provided by law.

Any student or parent who is not satisfied with the decision of the district's professional staff may seek recourse through <u>Policy 502.12 Student Complaints</u> and <u>Grievances</u>.

Adopted: 6/85 Reviewed: 6/11; 9/12; 2/15; 4/18; 6/21 Revised: 1/10; 10/13 Related Policy: 605.31 Legal Reference (Code of Iowa): §§ 256.11, .41; 297.8; 281 IAC 12.5(16)



Policy 605.7 Multicultural/Gender-Fair Education

Students will have an equal opportunity for a quality education without discrimination regardless of their age, race, religion, creed, color, sex, marital status, national origin, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status.

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 of both 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 genders sexes.

The district will support multicultural and gender fairness in the education program through a committee involving parents, guardians, legal custodians, students, employees, and community members appointed by the superintendent. The committee will be charged with monitoring district programs and reporting annually to the board.

> Adopted: 4/99 Reviewed: 6/11; 9/12; 2/15; 4/18; 6/21 Revised: 1/10; 10/13 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

Policy Series 700 – Auxiliary Services Transportation



Policy 701.1 Local and State Transportation Regulations

Elementary and middle school students living more than two miles from their designated school attendance centers and high school students living more than three miles from their designated attendance centers are entitled to transportation to and from their attendance center at the expense of the school district.

Transportation of students who require special education services will generally be provided as for other students, when appropriate. Specialized transportation of a student to and from a special education instructional service is a function of that service and, therefore, an appropriate expenditure of special education instructional funds generated through the weighting plan.

Transportation of a student to and from a special education support service is a function of that service and is specified, when necessary, in the Individualized Education Program (IEP) or the Individualized Family Service Plan (IFSP). When the IEP or IFSP team determines that unique transportation arrangements are required, and the arrangements are specified in the IEP or IFSP, the district will provide one or more of the following transportation arrangements for instructional services and the area education association (AEA) for support services:

- a. Transportation from the student's residence to the location of the special education program and back to the student's residence or childcare placement for students below the age of six.
- b. Special assistance or adaptations in getting the student to and from and on and off the vehicle enroute to and from the special education program.
- c. Reimbursement of the actual costs of transportation when, by mutual agreement, the parents provide transportation for the student to and from the special education program. Reimbursement of actual cost will be based on the rate set by the state of Iowa.

The district is not required to provide reimbursement to parents who elect to provide transportation in lieu of school-provided transportation.

A student may be required, at the school board's discretion, to meet a school vehicle without reimbursement up to three-fourths of a mile. The board may require parents to transport their student up to two miles to connect with school transportation at the expense of the district, when conditions deem it advisable. It is within the discretion of the board to determine such conditions. Parents of students who live where transportation by school vehicles is impracticable or unavailable may be required to furnish transportation to and from the

designated attendance center at the expense of the district. Parents who transport their student at the expense of the district are reimbursed at the rate per mile set by the State of Iowa.

Transportation arrangements made by agreement with a neighboring school district will follow the terms of the agreement. Students who choose to attend a school in a district other than their resident school district will provide transportation to and from the school at their own expense.

Students who have been granted an attendance exception request (AER) from their attendance center school to another school must provide their own transportation to the selected school.

The school board authorizes the superintendent [or designee] to establish bus routes for the district in accordance with this policy. Consideration of safe walkways, speed limits, and traffic density will be reviewed prior to the establishment of bus routes. When route changes are made the district will notify families, if possible, no later than six months prior to the change. If route changes are caused by construction, another entity, or a force majeure; the administration reserves the right to issue notice on a condensed timeline.

> Adopted: 6/70 Reviewed: 10/12; 4/15; 11/18 Revised: 10/10; 9/11; 11/13; 8/14; 9/21 Legal Reference (Code of Iowa): 20 USC §§1401-1701; 34 CFR Pt 300; 356B.4; 285; 321; 281 IAC 41.412 IASB Reference: 711.01

Policy Series 700 – Auxiliary Services Transportation



Policy 701.2 Student Conduct on School Transportation

Students utilizing school transportation will conduct themselves in an orderly manner fitting to their age level and maturity with mutual respect and consideration for the rights of the school vehicle driver, adult rider, and the other passengers. Students who fail to behave in an orderly manner will be subject to disciplinary measures.

The driver or adult rider will have the authority to maintain order on the school vehicle. It is the responsibility of the driver or adult rider to report misconduct to the transportation manager.

The board supports the use of recording devices on school vehicles used for transportation to and from school as well as for excursions/trips and curricular or co/extra-curricular events. The recording devices will be used to monitor student behavior and may be used as evidence in student disciplinary proceedings. The recordings are student records and subject to school district confidentiality, board policy, and administrative regulations.

The transportation manager can recommend determines the suspension or imposition of other appropriate student discipline in collaboration with the appropriate administrator.

It is the responsibility of the superintendent [or designee] in conjunction with the building principal transportation manager, to develop administrative regulations regarding student conduct and discipline when utilizing district transportation.

Adopted: 6/70 Reviewed: 9/11; 10/12; 4/15; 11/18 Revised: 10/10; 11/13; 9/21 Related Policy: 502.1; 502.5; 502.5-R1-R3; 701.2-R Legal Reference (Code of Iowa): §§ 279.8; 285; 321 IASB Reference: 711.02



Policy 701.2-R Regulations Regarding Student Conduct on School Transportation

Good student conduct contributes to safety. It helps to avoid accidents which may result from the distraction of the driver. It also reduces the number of accidents in which students injure themselves or others.

The following outline represents the standards and procedures relative to student conduct while riding on school vehicles. Violations of these standards will be reported to the transportation manager and the building principal.

- 1. All students should conscientiously observe all rules and respond respectfully and promptly to the driver's instructions.
- 2. The driver or adult rider are responsible for the vehicle and deportment of the riders. They have the authority to assign seats or refuse transportation to violators of the following regulations:

a. Waiting at Designated Loading Zones:

- Students are requested to stand at least 10 feet from the roadway unless specifically directed otherwise.
- Students are requested to be at their vehicle loading zone five minutes before their published schedule. The school vehicle must not be kept waiting. Safety standards must be practiced while students are waiting.
- Students who have to walk some distance along the roadway to a vehicle loading zone must walk on the lefthand side facing oncoming traffic. This will also apply to students leaving the vehicle loading zone after school.
- Students who must cross a roadway to reach their vehicle loading zone should wait until the school vehicle has arrived before crossing the roadway.

b. Receiving and Discharging Students:

 All able-bodied students will board and exit from the right, front entrance of every school vehicle and, if said students must cross the roadway, they will be required to pass in front of the vehicle, look in both directions, and proceed to cross the roadway only on signal from the driver.

The above sections will not apply to business and residence districts but will apply in suburban districts of cities and towns.

c. Boarding School Vehicles:

- Students are not permitted to move toward the vehicle at the loading zone until the vehicle has been brought to a complete stop.
- Students should not push prior to loading the vehicle.

- Students must board the vehicle in a single file.
- Students are required to go directly to their seats and not block the aisle. Students must follow the driver's or adult rider's instructions as to seating arrangements.

d. Conduct While Riding School Vehicles:

- Students should sit facing forward in school vehicles.
- Students riding school vehicles are permitted to converse quietly with others seated near them. Boisterous talk and actions will not be permitted. Singing, whistling, yelling, and loud noises are not permitted on the vehicle.
- Students are to be absolutely quiet when approaching a railroad crossing.
- Students are not permitted to stand, change seats, or annoy other students during the ride to/from school. Fighting or scuffling is not permitted.
- Student use of cell phones is expected to be appropriate, respectful, non-disruptive, and legal. Students should use earbuds when listening to various media on their cell phones. Students should not use any type of photographic feature on their cell phones while on school transportation.
- Eating, lighting matches, or the use of any contraband materials is not permitted on school vehicles. The use or possession of alcohol, tobacco, nicotine, or look-alike substances is prohibited.
- Students must, under no circumstances, put their hands or arms out of the windows.
- Throwing objects in the vehicle is not permitted and students will not throw anything out the windows.
- Musical instruments or large parcels should be left with the driver or adult rider, if they so request. Students must keep books and personal belongings out of the aisle.
- Students who damage seats or other equipment will reimburse the district for the cost of the repair or replacement.
- Students should not be rude or abusive to the driver or adult rider and/or persons whom they pass on the route.
- The instructions of the driver and/or adult rider will be obeyed at all times. Disrespect of the driver or adult rider will not be tolerated.
- In case of a road emergency, students are to remain in the vehicle unless directed otherwise by the driver and/or adult rider.

e. When Leaving School Vehicles:

- Students are required to remain in their seats until the vehicle has made a complete stop.
- Students should not remain in the area where vehicles are unloading.
- The driver and/or adult rider will not discharge students at places other than regular stops at the home or at school

buildings without proper written authorization from the parent or school official.

Adopted: 6/70 Reviewed: 10/12; 4/15; 11/18; 9/21 Revised: 9/11; 11/13 Related Policy: 701.2; 701.3-11 IASB Reference: 711.02-R(1) Note: Items highlighted in yellow are changes that resulted from the first reading on 1/22/24. During 1st reading the highlighted language was stricken. Change for 2nd reading is that it will be retained.

Policy Series 700 – Auxiliary Services Transportation



Policy 701.3 Transportation of Non-School Groups

School district vehicles may be available to local non-profit entities which promote cultural, educational, civic, community, or recreational activities for transporting to and from non-school sponsored activities within the state as long as the transportation does not interfere with or disrupt the education program of the school district and does not interfere with or delay the transportation of students.

The local non-profit entity must pay the actual cost of using the district vehicle as determined by the transportation manager. Prior to making the district vehicle available to the local non-profit entity, **the school bus signs will be covered and** the flashing warning lamps and stop arm will be made inoperable.

It is the responsibility of the superintendent [or designee] to develop administrative regulations for use of district vehicles to transport students and others to school-sponsored events within the state and application for, use of, and payment for use of district vehicles by local non-profit entities for non-school sponsored activities.

> Adopted: 6/70 Reviewed: 9/11; 10/12; 11/13; 4/15; 11/18; 9/21 Revised: 10/10 Related Policy: 701.1; 701.2; 701.2-R1-R2; 701.4-11 Legal Reference (Code of Iowa): §§ 285.1(21); .10(9-10); 281 IAC 43.10 IASB Reference: 711.06

Policy Series 700 – Auxiliary Services Transportation



Policy 701.12 Use of District Vehicles and Fuel

School vehicles are to be used exclusively for the transportation of riders for school purposes and for the purpose of conducting the day-to-day business of the school district. Personal use of school vehicles is strictly forbidden. On-call employees are allowed to take home a school vehicle with the prior approval of the superintendent [or designee] for the purpose of conducting school-related duties only.

All keys to school vehicles will be kept by the transportation manager. Vehicles can be checked out from the transportation office. When not in use, vehicles will be stored on school property. Records of trips are to be filled out and turned in to the transportation manager, including vehicle pre-trip inspection reports.

A building procurement card should be used for the purchase of gasoline/diesel fuel, while conducting school business. is available from the transportation manager. Records relating to the use of this card are to be turned in to the transportation manager. Personal use of this district-provided procurement cards is strictly forbidden.

School fuel will be used only in school-owned or school-leased vehicles or equipment.

Adopted: 4/85 Reviewed: 9/11; 10/12; 11/13; 4/15; 11/18; 9/21 Revised: 10/10

Exhibit 802.1



INSPIRE LEARNING. UNLOCK POTENTIAL. EMPOWER ACHIEVEMENT.

SCHOOL BOARD MINUTES JANUARY 22, 2024

100: CALL TO ORDER & DETERMINATION OF A QUORUM

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

200: ADOPTION OF AGENDA - Motion 116-01-22

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

300: AUDIENCE COMMUNICATIONS

(Strategic Plan Priorities 1.0)

(Strategic Plan Priority 5.0; Board Goal 3.c)

- 1. Ben Pease, parent, energy policy
- 2. Joe Stutler, resident, policy

400: INFORMATIONAL REPORTS/UPDATES/DISCUSSIONS

<u>401: FY23 Auditor's Report</u> – Exhibit 401.1

Mia Frommelt, Partner with Bohnsack & Frommelt, reported that the fiscal year 2023 audit was good across the board with no substantial compliance findings to report.

402: Elementary Teaching & Learning Report – Exhibit 402.1

Karla Ries, Director of Elementary Teaching & Learning, reported on the elementarylevel curriculum highlighting the structure of the elementary buildings and sharing information on High Reliability Schools, Iowa Core Standards, literacy materials, a simple view of reading, PLC questions on assessing student learning, and support/monitoring of viable curriculum. *(Strategic Plan Priority 2.0; Board Goal 2.b)*

403: Board Visit Report

Buchholz shared that the full board was in attendance for their visit to Indian Creek Elementary on January 11th. Lowe Lancaster stated it was great to see the innovative ways that vibrant learning was being offered.

404: Diversity/Equity/Inclusion Committee Report (Strategic Plan Priority 1.0; Board Goal 2.c) Lowe Lancaster reported that during the January 15th DEI Committee meeting a good conversation was had regarding their goals.

(Board Goal 2.b)

405: Lion Learning Report

Morev reported that there was a good turnout and questions raised on PPEL during the January 17th Lion Learning session. Superintendent Kortemeyer shared that she continues to make visits around the district to share information on the PPEL and that the slideshow on the district website will be updated next week.

406: Marion City Council Report

(Strategic Plan Priority 1.0) Morey reported that there were no topics related to the district discussed during the January 18th Marion City Council meeting.

407: Legislative Update

Morey provided the board with information on the education bills being considered during the current legislative session. The board discussed several bills to focus on including the Governor's recommendations regarding AEA funding cuts and the direct effects on the district. Morey shared the board is currently working on a letter to legislators requesting 4% supplemental state aid funding.

408: Superintendent's Update – Exhibit 408.1

Superintendent Kortemeyer congratulated Mike Shipley on being named Class 5A Assistant Coach of the Year and congratulated Kim Buelt, LM High School Assistant Principal, on her upcoming retirement at the end of June and shared thanks for her service. Kortemeyer also thanked the students, families, and staff for their support and understanding with all the inclement weather days and shared that, due to extra hours being built into the school calendar, none of the missed hours will need to be made up.

500: UNFINISHED BUSINESS

501: Board Discussion on Proposed Indoor Activities Center

(Strategic Plan Priority 5.0; Board Goal 3.c)

Jon Galbraith, Chief Financial/Operating Officer, shared an overview of the needed changes to the proposed indoor activities center at the high school. Changes highlighted were the need for a space for girls wrestling, modifications to the auxiliary gym, and an additional storm shelter space required by the City due to the construction of another performance arts venue. After some discussion, the consensus of the board was to put a pause on the project to reassess the original intent of the project and the current needs before moving onto the design phase.

502: Early Separation Discussion

(Strategic Plan Priority 5.0; Board Goal 2.d) Superintendent Kortemeyer reported that 21 early separation packages were offered and, as of the deadline to submit, only 7 letters of intent were received; which results in a lower savings for the district that was going to assist with the recommended budget cuts. Kortemeyer recommended considering offering less packages (15 instead of 21) at a higher amount (\$50,000 instead of \$35,000), which would result in the need to amend the wording in Policy 401.10 [Early Separation]. Kortemeyer clarified that even with the recommendation, there is no guarantee that positions will not need to be cut. The board discussed issues that would result if the recommendation was approved and the process of amending board policy.

(Strategic Plan Priority 1.0; Board Goal 1.c)

(Board Goal 3.c)

600: NEW BUSINESS

<u>601: First Reading of Policy Recommendations</u> – Exhibit 601.1 (Board Goal 1.c) **MOTION** by Morey to pull policy 401.10 [Early Separation] for separate discussion. Second by Walker. Voice vote, all ayes. Motion carried. <u>Motion 117-01-22</u>

The board discussed potential revisions to the early separation policy to allow administration to reoffer early separation this year at a lower number of packages and a higher rate.

MOTION by Morey to approve the first reading of policy 401.10 [Early Separation] as presented in Exhibit 601.1 with the additional revisions of (1) Removal of items A & B under Compensation and the additional wording of "*based on the recommendation of the administration and board approval*" and (2) change the January 12th date under Communication Process to "*the date set by the board*". Second by Foss. Voice vote, all ayes. Motion carried. *Motion 118-01-22*

MOTION by Morey to pull policies 600.2 [Objectives of the Education Program] and 701.3 [Transportation of Non-School Groups] for separate discussion. Second by Wall. Voice vote, all ayes. Motion carried. <u>*Motion 119-01-22*</u>

Kortemeyer clarified that 600.2 needs to have the legal reference removed as it is out of date and that, after speaking with legal counsel, the stricken line in policy 701.3 stating "*the school bus signs will be covered*" needs to remain as it is part of Iowa Code. **MOTION** by Morey to approve the first reading of these two policies with the changes as clarified. Second by Walker. Voice vote, all ayes. Motion carried. *Motion 120-01-22*

MOTION by Morey to approve the first reading of the policy recommendations presented in exhibit 601.1, excluding policies 401.10, 600.2, and 701.3, as presented. Second by Lowe Lancaster. Morey shared concerns on policies 602.17 [Career Education] regarding state required DCAP and 603.6 [School Ceremonies and Observances] regarding adding clear guidance on procedures to opt out and requested the Policy Committee give these two policies further consideration. Walker requested that the Policy Committee give further consideration to adding the wording "*for religious or personal reasons*" to the last paragraph of policy 603.6. Foss shared concerns on policy 602.29-R regarding use of staff time and the word "*member*." Discussion was shared on using the word "*member*" versus "*resident*." Morey suggested using an asterisk to define "*member*" at the end of the policy. The consensus of the board was to approve the first reading of policies 603.6 and 602.29-R as originally presented in Exhibit 601.1 and bring the discussed changes back for consideration as part of the second reading. Voice vote, all ayes. Motion carried. *Motion 121-01-22*

| Policy # | Title |
|----------|--|
| 203.2 | Adoption of Board Policy |
| 400.1 | Educational and Employment Equity |
| 401.10 | Licensed Personnel Early Separation |
| 502.1 | Student Conduct |
| 502.1-R | Regulations Regarding Student Conduct Procedures and Due Process |
| 502.2 | Expulsion |
| 502.15-R | New – Student Threats of Violence and Incidents of Violence Regulation |
| 801.4 | General Fund Reserves and Fund Balance Reporting |
| 600.2 | Objectives of the Education Program |
| 601.1 | School Organization |
| 602.2 | Competent Private Instruction |
| 602.3 | Dual Enrollment |
| 602.4 | Summer School Programming |
| 602.10 | Curriculum Development |
| 602.12 | Curriculum Evaluation |
| 602.17 | Career Education |
| 602.18 | Instruction at a Post-Secondary Educational Institution |
| 602.23 | Open Enrollment-Procedures as a Receiving District |
| 602.24 | Open Enrollment-Procedures as a Sending District |
| 602.29-R | Objection to Instructional and Library Materials Regulation |
| 603.2 | Class Size-Class Grouping |
| 603.6 | School Ceremonies and Observances |
| 603.7 | Homework |
| 603.9 | Religion in Schools |
| 603.9-R | Regulations Regarding Religion in Schools |
| 603.13 | Digital Communication |
| 603.13-R | Regulations Regarding Digital Communication/Web Page Development |
| 603.14 | Copyright Compliance |
| 603.14-R | Regulations Regarding Copyright Compliance |
| 604.4 | Talented and Gifted Program |
| 604.5 | Program for Students At-Risk |
| 605.1 | Student Progress Reports and Conferences |
| 605.2 | Testing Program |
| 605.3 | Graduation Requirements |
| 605.5 | Student Promotion and Retention |
| 605.7 | Multicultural/Gender-Fair Education |
| 701.1 | Local and State Transportation Regulations |
| 701.2 | Student Conduct on School Transportation |
| 701.2-R | Regulations Regarding Student Conduct on School Transportation |
| 701.3 | Transportation of Non-School Groups |
| 701.12 | Use of District Vehicles and Fuel |

<u>602: Open Enrollment Request</u> – <u>*Motion 122-01-22*</u> **MOTION** by Wall to approve the open enrollment request as presented. Second by Foss. Voice vote, all ayes. Motion carried.

| Approved | Student Name | Grade | Resident District |
|----------|--------------|-----------------|-------------------|
| IN | Zyler Severs | 9 th | Cedar Rapids CSD |

700: CONSENT AGENDA – *Motion 123-01-22*

MOTION by Morey to approve the consent agenda as presented. Second by Walker. Congratulations were shared with Kim Buelt on her retirement. Voice vote, all ayes. Motion carried.

701: Personnel

Certified Staff: Resignation

| Name | Assignment | Dept Action | Reason |
|------------|-------------------------|-------------|------------|
| Buelt, Kim | HS: Associate Principal | 6/30/24 | Retirement |

Classified Staff: Assignments/Reassignments/Transfers

| Name | Assignment | Dept Action | Salary Placement |
|--------------------------|--------------------------------|-------------|-------------------|
| Liberty, Rachel | NS: From BP to BW General Help | 1/3/24 | Same |
| Peck, Megan | IC: Student Support Associate | 1/17/24 | LMSEAA II, Step 1 |
| Rodriguez Claudio, Kiara | NS: BP General Help | 1/17/24 | PTNS, Step 1 |

Classified Staff: Resignation

| Name | Assignment | Dept Action | Reason |
|----------------|-------------------------------|-------------|----------|
| Arnold, Wendy | TR: Van Driver | 12/28/23 | Personal |
| Finke, Kayla | IC: Student Support Associate | 1/5/24 | Personal |
| House, Eileen | BW: Health Assistant | 2/6/24 | Personal |
| Krause, Rhonda | BP: Student Support Associate | 1/15/24 | Personal |
| Postel, Skyler | HS: Student Support Associate | 1/8/24 | Personal |

Co/Extra-Curricular Staff: Assignments/Reassignments/Transfers

| Name | Assignment | Dept Action | Salary Placement |
|----------------|---------------------------------|-------------|------------------|
| Ginty, Natalie | OR: Assistant Girls Track Coach | 1/11/24 | \$3,083 |

Co/Extra-Curricular Staff: Resignation

| Name | Assignment | Dept Action | Reason |
|---------------------|--|-------------|----------|
| Freese, Keirsten | HS: Head 9 th Gr Volleyball Coach | 1/5/24 | Personal |
| Hackett, Jacqueline | OR: Head Girls Tennis Coach | 1/17/24 | Personal |

702: Approval of January 8th Board Minutes – Exhibit 702.1

703: Approval of January 11th Board Closed Session Minutes – Exhibit 703.1

704: Approval of Bills/Warrants – Exhibit 704.1

705: Approval of Contracts/Agreements – Exhibits 705.1-3

- 1. Newsela renewal for the 2024-25 school year for grades 7/8
- 2. Bryce Airy farm lease
- 3. GameTime agreement for Westfield playground equipment and installation *(paid for using PERL funds)*
- Interagency agreements for special education instructional services with Alburnett CSD (8), Anamosa CSD (1), Cedar Rapids CSD (1), College CSD (1), Grant Wood AEA (1), Marion Independent (2), Springville CSD (3), and Woodward-Granger CSD (1). *For student confidentiality, exhibits are not provided.*

706: Overnight Trip Request – Exhibit 706.1

Varsity Baseball to attend College World Series in Omaha, Nebraska on June 15, 2024.

707: Fundraising Requests – Exhibits 707.1-2

- 1. Show Choir to host makeup Super Nova concert and dinner since original event was cancelled due to weather
- 2. ALO to host sale of Valentine's Day items to raise funds for educational materials

708: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and school board policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. Items for sale are:

• Toro 2-cycle, single stage, power clear snow blower – Quantity: 1

709: Informational Financial Reports – Exhibits 709.1-2

- 1. School Finance and Cash Balance Reports as of 12-31-22
- 2. School Finance and Cash Balance Reports as of 12-31-23

800: BOARD CALENDAR/COMMUNICATIONS/COMMITTEES

| Date | Time | Event | Location |
|-----------|---------|---------------------------------------|-----------------------|
| Jan 25 | Noon | Board Visit | Echo Hill Elementary |
| Date | Time | Event | Location |
| Feb 1 | 8:30 AM | Finance/Audit Committee | Boardroom |
| Feb 1 | Noon | Linn County Conference Board | City of CR Admin Bldg |
| Feb 5 | 5:00 PM | Board Meeting | Boardroom |
| Feb 7 | 4:15 PM | Career & Technical Education Advisory | LRC Room 304/305 |
| Feb 8 | 8:40 AM | Board Visit | Linn Grove Elementary |
| Feb 8 | 5:30 PM | Marion City Council (Buchholz) | City Hall |
| Feb 12 | 5:00 PM | Diversity/Equity/Inclusion Committee | Boardroom |
| Feb 12-13 | | IASB Day on the Hill | Des Moines |
| Feb 19 | 5:00 PM | Board Meeting | Boardroom |
| Feb 22 | 9:00 AM | Board Visit | Novak Elementary |
| Feb 22 | 5:30 PM | Marion City Council (Walker) | City Hall |

801: Board Calendar & Communications

900: ADJOURNMENT - Motion 124-01-22

MOTION by Morey to adjourn the meeting at 7:08 PM. Second by Wall. Voice vote, all ayes. Motion carried.

Barry Buchholz, Board President



BOARD CLOSED SESSION MINUTES JANUARY 22, 2024

100: CALL TO ORDER & DETERMINATION OF A QUORUM

A closed session of the Linn-Mar Board of Directors was called to order at 7:20 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Lowe Lancaster, Morey, Walker, and Wall. Absent: Rollinger. Administration present: Kortemeyer.

200: ADOPTION OF AGENDA - Motion 125-01-22

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

300: CLOSED SESSION

301: Move into Closed Session - Motion 126-01-22

MOTION by Walker to move into closed session at 7:20 PM as provided by Iowa Code Section 21.5(1)(i) of the open meetings law, "*to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session"*. Second by Wall. Roll call vote, all ayes. Motion carried.

302: Return to Open Session - Motion 127-01-22

MOTION by Morey to return to open session at 8:45 AM. Second by Walker. Roll call vote, all ayes. Motion carried.

400: ADJOURNMENT - Motion 128-01-22

MOTION by Morey to adjourn the session at 8:45 PM. Second by Lowe Lancaster. Voice vote, all ayes. Motion carried.

Barry Buchholz, Board President

Jon Galbraith, Board Secretary/Treasurer

Exhibit 803.1

Linn-Mar Community School District

| IA- V | arrants Paid Listing | | <u>Criteria</u> | |
|--|-------------------------------------|-----------------------------------|------------------------|--|
| Date Range: 01/18/2024 - Fiscal Year: 2023-2024 | | | | |
| | Vendor Name | Description | Check Total | |
| | | Description | Check Total | |
| | | | ¢07.00 | |
| | AMERICAN FIDELITY ASSURANCE COMPANY | EE LIAB-AMERICAN FIDELITY INS | \$87.90 | |
| | FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$4,207.23 | |
| | INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$150.72 | |
| | INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$644.41 | |
| | INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$150.72 | |
| | INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$644.41 | |
| | INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$538.08 | |
| | IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$732.53 | |
| | IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$1,099.42 | |
| | IOWA SWIMMING, INC (DES MOINES) | DUES AND FEES | \$50.00 | |
| | MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE | \$5.28 | |
| | MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY | \$11.73 | |
| | METRO INTERAGENCY INS PROG. | EE LIAB-MEDICAL INSURANCE | \$586.04 | |
| | TREASURER ST OF IA | STATE INCOME TAX WITHHOLDING | \$224.12 | |
| | | Fund Tota | l: \$9,132.59 | |
| ⁻ und: | GENERAL | | | |
| | ACOUSTICS BY WASHBURN, LLC | REPAIR/MAINT SERVICE | \$155.00 | |
| | ACT INC | STAFF WORKSHP/CONF | \$150.00 | |
| | ACUTRANS | Professional Educational Services | \$267.30 | |
| | ADCRAFT PRINTING COMPANY | INSTRUCTIONAL SUPPLIES | \$713.46 | |
| | AIRGAS NORTH CENTRAL | GENERAL SUPPLIES | \$650.07 | |
| | ALLIANT ENERGY | ELECTRICITY | \$88,072.75 | |
| | AMBROSY TODD | OFFICIAL/JUDGE | \$80.00 | |
| | AMERICAN FIDELITY ASSURANCE COMPANY | EE LIAB-AMERICAN FIDELITY INS | \$21,097.54 | |
| | ANDREW MARK | OFFICIAL/JUDGE | \$80.00 | |
| | APPLE COMPUTER INC | COMP/TECH HARDWARE | \$1,495.00 | |
| | ARNOLD MOTOR SUPPLY | MAINTENANCE SUPPLIES | \$19.90 | |
| | ARNOLD MOTOR SUPPLY | REPAIR PARTS | \$1,000.37 | |
| | ARNOLD MOTOR SUPPLY | SHOP TOOLS/EQUIPMENT | \$113.34 | |
| | ARNOLD MOTOR SUPPLY | TRANSP. PARTS | \$8.57 | |
| | ASIFLEX | EE LIAB-FLEX DEP CARE | \$17,818.66 | |
| | ASIFLEX | EE LIAB-FLEX HEALTH | \$19,721.63 | |
| | BARNARD INSTRUMENT REPAIR, INC | INSTRUCTIONAL SUPPLIES | \$337.50 | |
| | BRECKE | REPAIR/MAINT SERVICE | \$983.40 | |
| | BROWN CASSIE | MISC REVENUE | \$5.00 | |
| | BUDGET CAR RENTAL | RENTALS EQUIPMENT | \$100.00 | |
| | C.H. McGUINESS CO., INC | HEAT/PLUMBING SUPPLY | \$390.51 | |
| | C.R. GLASS CO | GENERAL SUPPLIES | \$2,688.88 | |
| | CAPITAL ONE | INSTRUCTIONAL SUPPLIES | \$2,000.00 \$495.46 | |
| | | | | |
| | CAPITAL SANITARY | | \$6,672.54 | |
| | CEDAR RAPIDS WINSUPPLY PLUMBING CO | | \$4,804.24 | |
| | | INSTRUCTIONAL SUPPLIES | \$1,308.00 | |
| | CENTURYLINK | TELEPHONE | \$1,632.07 | |
| | CITY OF MARION | OTHER PROFESSIONAL SERVICES | \$50.00 | |

IA- Warrants Paid Listing

Fiscal Year: 2023-2024

Criteria Date Range: 01/18/202

01/18/2024 - 01/31/2024

| Vendor Name | Description | Check Total |
|--|--------------------------------|----------------|
| CITY OF ROBINS | WATER/SEWER | \$546.00 |
| COLLECTION | EE LIAB-GARNISHMENTS | \$1,885.49 |
| COLLEGE COMMUNITY SCHOOLS | DUES AND FEES | \$558.00 |
| COTTON GALLERY LTD. | GENERAL SUPPLIES | \$325.00 |
| CR/LC SOLID WASTE AGENCY | GROUNDS UPKEEP | \$33.02 |
| CRESCENT PARTS & EQUIPMENT CO., INC | ELECTRICAL SUPPLY | \$49.42 |
| DELTA DENTAL OF IOWA | ER LIAB-DENTAL INS | \$63,697.15 |
| FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$3,476,833.48 |
| FOLLETT CONTENT SOLUTIONS, LLC | LIBRARY BOOKS | \$782.88 |
| FOUR OAKS FAMILY & CHILDREN'S SERVICES | PROF SERV: EDUCATION | \$8,892.00 |
| FUTURE LINE | REPAIR PARTS | \$1,034.15 |
| GALBRAITH JON | STAFF TRAVEL | \$23.30 |
| GAZETTE COMMUNICATIONS INC | ADVERTISING | \$340.29 |
| GOODWILL OF THE HEARTLAND | INSTRUCTIONAL SUPPLIES | \$4,173.18 |
| GRAINGER | GENERAL SUPPLIES | \$1,087.08 |
| GRANT WOOD AEA | INSTRUCTIONAL SUPPLIES | \$133.76 |
| GRANT WOOD AEA | PROF SERV: EDUCATION | \$150.00 |
| GREENWOOD CLEANING SYSTEMS | MAINTENANCE SUPPLIES | \$4,739.49 |
| HALVERSON GINGER | STAFF TRAVEL | \$119.55 |
| HAND-IN-HAND PRESCHOOL | PROF SERV: EDUCATION | \$29,137.22 |
| HANDS UP COMMUNICATIONS | PROF SERV: EDUCATION | \$283.25 |
| HAWKEYE FIRE & SAFETY COMPANY | OTHER PROFESSIONAL SERVICES | \$1,751.50 |
| HAYES BETH | STAFF TRAVEL | \$54.25 |
| HERMAN JEREMIAH | OFFICIAL/JUDGE | \$80.00 |
| HICKS JESSIE | STAFF TRAVEL | \$9.00 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$69,804.42 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$298,474.16 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$69,804.42 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$298,474.16 |
| INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$386,780.11 |
| INTERSTATE ALL BATTERY CENTER | REPAIR PARTS | \$1,341.10 |
| IOWA CHORAL DIRECTORS ASSN. | DUES AND FEES | \$96.00 |
| IOWA FIRE PROTECTION | OTHER PROFESSIONAL SERVICES | \$311.73 |
| IOWA ONE CALL | OTHER TECH SER | \$2.70 |
| IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$362,016.90 |
| IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$543,313.08 |
| IOWA SHARES | EE LIAB-CHARITY | \$23.00 |
| IRONSIDE RANDY | OFFICIAL/JUDGE | \$40.00 |
| JONES ANTOINE | OFFICIAL/JUDGE | \$80.00 |
| JUICEBOX INTERACTIVE | COMPUTER SOFTWARE | \$4,439.00 |
| KEEL JOHN W | OFFICIAL/JUDGE | \$80.00 |
| KOENEN KARLA | STAFF TRAVEL | \$26.70 |
| KONE INC | REPAIR/MAINT SERVICE | \$13,804.20 |
| KRUGER'S TRAINING ACADEMY | OTHER PROFESSIONAL SERVICES | \$700.00 |
| LAWSON PRODUCTS, INC | MAINTENANCE SUPPLIES | \$313.87 |

IA- Warrants Paid Listing

Fiscal Year: 2023-2024

Date Range: 01/18/2

<u>Criteria</u>

01/18/2024 - 01/31/2024

| Vendor Name | Description | Check Total |
|-------------------------------------|-----------------------------|--------------|
| LINN-MAR CASH ADVANCE | Cash Advance | (\$843.98) |
| LINN-MAR FOUNDATION | EE LIAB-CHARITY | \$250.00 |
| LUCK'S MUSIC LIBRARY | GENERAL SUPPLIES | \$363.60 |
| LUCK'S MUSIC LIBRARY | INSTRUCTIONAL SUPPLIES | \$207.00 |
| LYNCH FORD | VEHICLE REPAIR | \$478.46 |
| MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE | \$5,659.47 |
| MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY | \$11,362.96 |
| MADISON NATIONAL LIFE INS. CO., INC | RETIREE INSURANCE | (\$164.00) |
| MARCO TECHNOLOGIES, LLC | Copies | \$5,149.87 |
| MCMASTER-CARR | GENERAL SUPPLIES | \$291.79 |
| MEDIACOM | TELEPHONE | \$286.90 |
| MENARDS -13127 | GENERAL SUPPLIES | \$944.05 |
| MENARDS -13127 | INSTRUCTIONAL SUPPLIES | \$364.82 |
| METRO INTERAGENCY INS PROG. | EE LIAB-MEDICAL INSURANCE | \$612,937.99 |
| METRO INTERAGENCY INS PROG. | ER LIAB-DENTAL INS | (\$89.91) |
| METRO INTERAGENCY INS PROG. | ER LIAB-MEDICAL INSURANCE | \$29,580.00 |
| METRO INTERAGENCY INS PROG. | RETIREE INSURANCE | \$37,598.64 |
| MID AMERICAN ENERGY | NATURAL GAS | \$8,127.24 |
| MIDAMERICAN ENERGY SERVICES, LLC | NATURAL GAS | \$13,152.65 |
| MIDWAY OUTDOOR EQUIPMENT INC | REPAIR PARTS | \$122.59 |
| MIDWEST ALARM SERVICES | OTHER PROFESSIONAL SERVICES | \$85.00 |
| MIELL BRET | OFFICIAL/JUDGE | \$80.00 |
| MILLER MATT | OFFICIAL/JUDGE | \$80.00 |
| MOUNT MERCY UNIVERSITY. | TUITION COLLEGE/UNIV | \$46,704.00 |
| MTI DISTRIBUTING INC | REPAIR PARTS | \$238.84 |
| ORKIN PEST CONTROL | OTHER PROFESSIONAL SERVICES | \$385.00 |
| P & K MIDWEST | GROUNDS UPKEEP | \$7.56 |
| PARTS TOWN, LLC | GENERAL SUPPLIES | \$1,119.02 |
| ΡΑΤΙΚ ΚΙΜ | OFFICIAL/JUDGE | \$160.00 |
| PATRICK TROY | OFFICIAL/JUDGE | \$80.00 |
| PEPPER J.W. & SON, INC | INSTRUCTIONAL SUPPLIES | \$646.86 |
| PETE'S PIANO SERVICE | PROF SERV: EDUCATION | \$900.00 |
| PIRNAT MICHAELA | STAFF TRAVEL | \$39.15 |
| PLUMB SUPPLY CO. | HEAT/PLUMBING SUPPLY | \$1,274.74 |
| POWERSCHOOL GROUP LLC | COMPUTER SOFTWARE | \$2,634.14 |
| QUILL CORPORATION | GENERAL SUPPLIES | \$54.07 |
| RAUSCH ERICA | STAFF TRAVEL | \$17.50 |
| RIDDELL ALL-AMERICAN | INSTRUCTIONAL SUPPLIES | \$4,563.95 |
| RIES KARLA | STAFF TRAVEL | \$98.55 |
| ROTO-ROOTER | REPAIR/MAINT SERVICE | \$675.00 |
| ROUNDS TRACY | STAFF TRAVEL | \$39.00 |
| ROYAL IMAGING SUPPLIES | GENERAL SUPPLIES | \$818.20 |
| ROYAL IMAGING SUPPLIES | INSTRUCTIONAL SUPPLIES | \$392.50 |
| SANDPAPER AMERICA INC. | INSTRUCTIONAL SUPPLIES | \$354.85 |
| SMITH OLIVIA | STAFF TRAVEL | \$37.20 |

| IA- Warrants Paid Listing Criteria Date Range: 01/18/2024 - 01/31/2024 | | | | |
|--|-------------------------------------|--------------------------------|--------------------|--|
| | | | | |
| | STANDARD BEARINGS | GENERAL SUPPLIES | \$285.80 | |
| | STOECKER KRIS | OTHER PROFESSIONAL SERVICES | \$81.55 | |
| | SUN LIFE FINANCIAL EBG | EE LIAB-VOL/SUN LIFE INS | \$4,023.75 | |
| | SWAMP FOX BOOKSTORE | LIBRARY BOOKS | \$143.12 | |
| | THE CURIOSITY PATH,LLC | INSTRUCTIONAL SUPPLIES | \$240.00 | |
| | THE UNIVERSITY OF IOWA-UNI BANDS | DUES AND FEES | \$250.00 | |
| | TOTAL SCAPES, INC | GROUNDS UPKEEP | \$18,900.00 | |
| | TRANE U.S. INC. | HEAT/PLUMBING SUPPLY | \$235.72 | |
| | TREASURER ST OF IA | STATE INCOME TAX WITHHOLDING | \$170,114.88 | |
| | TRI-CITY ELECTRIC COMPANY OF IOWA | TECH REPAIRS/MAINTENANCE | \$649.60 | |
| | U.S. CELLULAR | TELEPHONE | \$202.45 | |
| | UNITED WAY OF EAST CENTRAL IOWA | EE LIAB-CHARITY | \$120.00 | |
| | VAN METER CO | ELECTRICAL SUPPLY | \$617.45 | |
| | VERIZON WIRELESS | TELEPHONE | \$360.78 | |
| | VERSTEEGH RON | OFFICIAL/JUDGE | \$160.00 | |
| | VOYA RETIREMENT INSURANCE | EE LIAB-403 (B) | \$79,365.49 | |
| | WARD ANASTASIA | OTHER PROFESSIONAL SERVICES | \$170.00 | |
| | WARD OLIVIA | OTHER PROFESSIONAL SERVICES | \$170.00 | |
| | WEST MUSIC CO | INSTRUCTIONAL SUPPLIES | \$3,306.10 | |
| | WIELAND & SONS LUMBER CO | INSTRUCTIONAL SUPPLIES | \$1,102.50 | |
| | YANECEK DOUG | OFFICIAL/JUDGE | \$80.00 | |
| | | Fund Tot | al: \$6,885,399.66 | |
| Fund: | MANAGEMENT LEVY | | | |
| | EMC INSURANCE | Vehicle Insurance | \$1,000.00 | |
| | | Fund Tot | al: \$1,000.00 | |
| Fund: | NUTRITION SERVICES | | | |
| | AMERICAN FIDELITY ASSURANCE COMPANY | EE LIAB-AMERICAN FIDELITY INS | \$664.72 | |
| | ANDERSON ERICKSON DAIRY CO | PURCHASE FOOD | \$18,215.30 | |
| | CITY LAUNDERING COMPANY | LAUNDRY SERVICE | \$2,581.83 | |
| | FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$79,320.50 | |
| | INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$1,528.22 | |
| | INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$6,534.42 | |
| | INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$1,528.22 | |
| | INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$6,534.42 | |
| | INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$5,011.31 | |
| | IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$12,308.86 | |
| | IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$18,473.22 | |
| | MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE | \$187.50 | |
| | MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY | \$196.71 | |
| | MARCO TECHNOLOGIES, LLC | Copies | \$6.01 | |
| | METRO INTERAGENCY INS PROG. | EE LIAB-MEDICAL INSURANCE | \$24,832.54 | |
| | SUN LIFE FINANCIAL EBG | EE LIAB-VOL/SUN LIFE INS | \$148.25 | |
| | TREASURER ST OF IA | STATE INCOME TAX WITHHOLDING | \$2,460.95 | |
| | VOYA RETIREMENT INSURANCE | EE LIAB-403 (B) | \$220.00 | |
| | WYNKOOP SCOTT | UNEARNED REVENUE | \$314.10 | |

| IA- Warrants Paid Listing | | <u>Criteria</u> |
|---|--------------------------------------|-------------------------|
| Fiscal Year: 2023-2024 | Date Range: | 01/18/2024 - 01/31/2024 |
| Vendor Name | Description | Check Total |
| | Fund Total: | \$181,067.08 |
| Fund: PHY PLANT & EQ LEVY | | φτοτ,σοτ.σο |
| C.R. GLASS CO | CONSTRUCTION SERV | \$1,117.50 |
| CULVER'S CORRIDOR STORAGE, LLC | FACILITY RENTAL | \$2,375.00 |
| DE LAGE LANDEN PUBLIC FINANCE | COMPUTER/COPIER RENT | \$5,194.70 |
| DRYSPACE INC | CONSTRUCTION SERV | \$15,166.50 |
| EMPOWERED PROPERTIES, LLC | FACILITY RENTAL | \$3,500.00 |
| MIDWEST ALARM SERVICES | CONSTRUCTION SERV | \$1,676.91 |
| SHIVE-HATTERY INC. | CONSTRUCTION SERV | \$15,200.80 |
| STREFF ELECTRIC INC | CONSTRUCTION SERV | \$1,620.00 |
| Fund: PUB ED & REC LEVY | Fund Total: | \$45,851.41 |
| FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$2,099.75 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$39.62 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$169.36 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$39.62 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$169.36 |
| INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$140.74 |
| IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$180.95 |
| IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$271.56 |
| MADISON NATIONAL LIFE INS. CO., INC | DISTRICT LIFE INSURANCE | \$2.50 |
| MADISON NATIONAL LIFE INS. CO., INC | ER LIAB-DISTRICT DISABILITY | \$6.04 |
| METRO INTERAGENCY INS PROG. | EE LIAB-MEDICAL INSURANCE | \$343.50 |
| TREASURER ST OF IA | STATE INCOME TAX WITHHOLDING | \$101.20 |
| ZIPPY'S SALT BARN LLC | GROUNDS UPKEEP | \$7,712.92 |
| | Fund Total: | \$11,277.12 |
| Fund: SALES TAX REVENUE BOND CAP PROJECT | | |
| TERRACON CONSULTANTS INC | ARCHITECT | \$815.00 |
| | Fund Total: | \$815.00 |
| | | \$100.00 |
| | | \$100.00 \$60.00 |
| AKERS KYLE ALLMAN STEVEN | | \$60.00 \$116.10 |
| ALLMAN STEVEN AMERICAN SPECIALTIES | OFFICIAL/JUDGE GENERAL SUPPLIES | \$116.10 \$2,029.56 |
| AMERICAN SPECIAL TES | GENERAL SUPPLIES GENERAL SUPPLIES | \$2,029.56 \$915.00 |
| ANDYMARK, INC | GENERAL SUPPLIES GENERAL SUPPLIES | \$915.00 \$73.95 |
| BOOZELL CODY | OFFICIAL/JUDGE | \$73.95 |
| BRANDON SMITH | OFFICIAL/JUDGE | \$100.00 |
| BRINKMEYER GRAHAM | GENERAL SUPPLIES | \$127.60 |
| BSN SPORTS | GENERAL SUPPLIES GENERAL SUPPLIES | \$1,927.64 |
| CHALLIS JORDAN | OFFICIAL/JUDGE | \$1,927.04 |
| CLEVELAND STACY | OFFICIAL/JUDGE | \$106.25 |
| | | |
| CLINTON COMM. SCHOOL DISTRICT CONDON MICHAEL J | | \$150.00 \$200.00 |
| | OFFICIAL/JUDGE | \$200.00 |

IA- Warrants Paid Listing

Fiscal Year: 2023-2024

 Criteria

 Date Range:
 01/18/2024 - 01/31/2024

| Vendor Name | Description | Check Total |
|---|--------------------------------|----------------------|
| CONNOLLY, WILLIAM | OFFICIAL/JUDGE | \$60.00 |
| COPYWORKS | GENERAL SUPPLIES | \$51.75 |
| CORRIDOR PHOTO BOOTHS | PROF SERV: EDUCATION | \$200.00 |
| COTTON GALLERY LTD. | GENERAL SUPPLIES | \$460.00 |
| CRAWFORD GREG | OFFICIAL/JUDGE | \$75.00 |
| DUGGAN KYLE | OFFICIAL/JUDGE | \$130.00 |
| ENNEN BRUCE | OFFICIAL/JUDGE | \$18.40 |
| EPIC EVENT CENTER LLC | GENERAL SUPPLIES | \$696.80 |
| FARMERS STATE BANK | EE LIAB-DIR DEP NET PAY | \$4,541.76 |
| FLOOD KEVIN | OFFICIAL/JUDGE | \$60.00 |
| FONTENOT JOSEPH | OFFICIAL/JUDGE | \$124.65 |
| FRIDAY MATT | OFFICIAL/JUDGE | \$60.00 |
| GAIL MCINNIS PRODUCTIONS | GENERAL SUPPLIES | \$17,640.90 |
| GOODALL STEVEN | OFFICIAL/JUDGE | \$100.00 |
| GRANT WOOD AEA | GENERAL SUPPLIES | \$180.14 |
| HAHN NIKOLAS | OFFICIAL/JUDGE | \$60.00 |
| HARGRAVE ADAM | OFFICIAL/JUDGE | \$150.88 |
| HAUGE BENJAMIN | OFFICIAL/JUDGE | \$100.00 |
| HENDERSON DENNIS | OFFICIAL/JUDGE | \$71.50 |
| HOYT BOB | OFFICIAL/JUDGE | \$50.00 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-MEDICARE | \$83.97 |
| INTERNAL REVENUE SERVICE-9343 | EE LIAB-SO SEC | \$359.01 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-MEDICARE | \$83.97 |
| INTERNAL REVENUE SERVICE-9343 | ER LIAB-SOC SEC | \$359.01 |
| INTERNAL REVENUE SERVICE-9343 | FEDERAL INCOME TAX WITHHOLDING | \$155.04 |
| IOWA HIGH SCHOOL SPEECH ASSOC | DUES AND FEES | \$450.00 |
| IOWA PUBLIC EMPL RETIR SYSTEM | EE LIAB-IPERS | \$437.26 |
| IOWA PUBLIC EMPL RETIR SYSTEM | ER LIAB-IPERS | \$656.26 |
| JASCHEN JON | OFFICIAL/JUDGE | \$65.00 |
| JESS BRIAN | OFFICIAL/JUDGE | \$70.58 |
| JOHNSON BRADLEY DAVID | OFFICIAL/JUDGE | \$70.00 |
| JOHNSTON NADINE | OFFICIAL/JUDGE | \$115.00 |
| KEEL JOHN W | OFFICIAL/JUDGE | \$60.00 |
| KENNY MARK | OFFICIAL/JUDGE | \$106.25 |
| KOEHN ANDREW | OFFICIAL/JUDGE | \$100.00 |
| LEHMAN JAY | STAFF TRAVEL | \$64.00 |
| LUENSE BRET | OFFICIAL/JUDGE | \$60.00 |
| LYNOTT GABE | OFFICIAL/JUDGE | \$60.00 \$60.00 |
| MAJOR RONALD | OFFICIAL/JUDGE | \$120.00 |
| MARION INDEPENDENT SCHOOLS | DUES AND FEES | \$120.00 |
| MARSHALLTOWN HIGH SCHOOL | DUES AND FEES | \$300.00 |
| MARSHALLTOWN HIGH SCHOOL MATTHIAS MAXIMILIAN | OFFICIAL/JUDGE | \$100.00 \$65.00 |
| MATTHIAS MAXIMILIAN MCMASTER-CARR | GENERAL SUPPLIES | |
| | | \$134.33 \$225.60 |
| MENARDS -13127 | | \$335.60 |
| MICHAEL CHRISTOPHER | OFFICIAL/JUDGE | \$106.25 |

End of Report

Linn-Mar Community School District

| A- Warrants Paid Listing | | Criteria | |
|---------------------------------|------------------------|---------------|------------------------|
| Fiscal Year: 2023-2024 | | Date Range: 0 | 1/18/2024 - 01/31/2024 |
| Vendor Name | Description | | Check Total |
| MUSIC THEATRE INTERNATIONAL | DUES AND FEES | | \$75.00 |
| NORCOSTCO, INC | GENERAL SUPPLIES | | \$111.00 |
| OAKES CODY | OFFICIAL/JUDGE | | \$116.10 |
| ΡΑΤΙΚ ΚΙΜ | OFFICIAL/JUDGE | | \$134.66 |
| PATRICK TROY | OFFICIAL/JUDGE | | \$65.00 |
| RAISED DECALS LLC | GENERAL SUPPLIES | | \$200.25 |
| RECKER CHAD | OFFICIAL/JUDGE | | \$190.00 |
| RIPLEY RICHARD | OFFICIAL/JUDGE | | \$70.00 |
| ROBERT SMITH JR | OFFICIAL/JUDGE | | \$125.30 |
| SHANNON WRESTLING & TIMING, LLC | DUES AND FEES | | \$400.00 |
| SHAW CHRISTOPHER | OFFICIAL/JUDGE | | \$127.60 |
| SIEREN RANDY | OFFICIAL/JUDGE | | \$50.00 |
| TOM McQUILLEN | OFFICIAL/JUDGE | | \$100.00 |
| TREASURER ST OF IA | STATE INCOME TAX WITHH | IOLDING | \$85.79 |
| TURNER CAM | OFFICIAL/JUDGE | | \$100.00 |
| VAN ARSDALE STACEY | OFFICIAL/JUDGE | | \$100.00 |
| VERSTEEGH RON | OFFICIAL/JUDGE | | \$70.00 |
| WALDERBACH ADAM | OFFICIAL/JUDGE | | \$100.00 |
| WALDERBACH KURT | OFFICIAL/JUDGE | | \$153.36 |
| WANGLER JONATHAN | OFFICIAL/JUDGE | | \$60.00 |
| WILDEN RAY | OFFICIAL/JUDGE | | \$140.48 |
| WINDSTAR LINES | STAFF TRAVEL | | \$3,656.50 |
| | | Fund Total: | \$41,635.45 |
| Fund: STUDENT STORE | | | A |
| LEVEL 10 | GENERAL SUPPLIES | | \$47.00 |
| | | Fund Total: | \$47.00 |
| | | Grand Total: | \$7,176,225.31 |
| | End of Report | | |

Epic Event Center, Inc. Premises Rental Agreement- Non-Wedding Events

This agreement made and entered into this <u>6</u> day of <u>February</u>, 2024 by and between **Epic Event Center, Inc.** hereinafter referred to as Epic Event Center and <u>Linn-Mar High School represented by Jennifer Tiede</u>, hereinafter referred to as client. Epic Event Center and client agree as follows:

1. **TERMS**: In consideration of this mutual agreement, Epic Event Center will provide the site and services for this event, which are located at Epic Event Center, 2987 Epic Drive, Marion, IA 52302 (hereinafter referred to as the "Premises"). Such services ("Services") as listed below will be provided at the Premises according to the following time schedule (which includes set-up and breakdown):

Client Name: Linn-Mar High School represented by Jennifer Tiede

Event Date: 01/24/25 Estimated Attendance (not to exceed 450 persons): 250 (per each show of 2)

<u>Availability</u>: Clients may have access to the premises as agreed upon by Epic Event Center Management. All activities will end no later than 1 hour prior to the end of the event and the client is allowed 1 additional hour to clean up and remove any personal items from the venue. There is a \$100 per hour fee for any additional time outside contract hours unless approved in advance by Epic Event Center Management. Outdoor patio space will not be accessed by clients or guests unless reserved and additional charges will apply for set-up of tables, chairs, etc per client request. No access will be allowed in the bride/groom suites or the employee back room space for personal use or storage. No exceptions will be made.

Events that do not require full use of the event space are charged for the event type and will be allowed a portion of the floor space. Additional tables/decor may be set up in the unused client space and guests will not be allowed in the designated/reserved area.

Additional time outside of the event date is charged at \$250.00 per 2 hour increments any day prior to the event unless the event space is reserved. No discount will be given for less than a full 2 hour increment. Epic Event Center will notify the client if the space has been reserved 30 days prior to the clients event. **Initial:

2. **FEES TO BE PAID TO Epic Event Center ARE AS FOLLOWS**: Rental Fee for Venue: \$1,000 Damage Deposit: See item #10

Total: **\$1,000**

\$ 1,000 balance due the day of the event.

**Payment to be made to Epic Event Center via Check, Cash, or Money Order. The premises will not be held without a signed contract and down payment.

Late Fees for incomplete payments to be assessed at 15 days, 30 days and 45 days. If payment is not received by day 45, Epic Event Center has the right to cancel the event date and retain all previous payments. Late fee to be charged at \$100 per late notice

All bar/event charges to be settled and paid promptly at end of event with the Epic Event Center Manager or the credit card on file will be charged the total plus a 20% gratuity

20% gratuity will be due on all hosted alcohol/non-alcohol beverages and/or for any event greater than 50 persons. A 4% credit card fee is applicable to all day of event charges

Initial:_____

3. **CANCELLATION BY CLIENT**: If your event is postponed and rescheduled, the balance of the full payment is due at that time. We will allow a one time reschedule to an available date upon mutual agreement. If the event is canceled LESS THAN one hundred twenty (120) days prior to the original date of your event, 100% of total fees paid shall be retained by Epic Event Center as liquidated damages. Events canceled MORE THAN one hundred twenty (120) days prior to the original date of the event will be charged a total of 50% of total fees. Any event canceled after being rescheduled full payment will be retained by Epic Event Center as liquidated damages.

I understand that any deposits are non-refundable. Initial:_____

4. **CATERING AND CONCESSION**: Client may hire a licensed and fully insured service caterer. Caterer must meet with Epic Event's staff prior to working at Epic Event Center. Caterer must carry insurance and proof of insurance to be provided to Epic Event Center. Epic Event Center staff is not able to accept any vendor deliveries prior to or the day of the event. **Initial:**

5. **RESPONSIBILITY FOR ATTRACTION/ARTIST FEES**: It is agreed that the client is responsible for all fees of any performers/attractions/vendors that appear as part of their Event including vendors providing services on behalf of the client.

Initial:

6. **FLAMMABLE MATERIALS**: Client agrees that it will not stage any event in which gas, gasoline, fire, flames, flammable or combustible materials are involved. No lighted candles are allowed unless they are classified as a floating candle and are secured in a vase or non-flammable cylinder. **Initial:**

7. **CAPACITY**: Epic Event Center will determine the capacity of the premises based on chair and table set-up and will not permit a larger number than can be legally seated. Such determination shall be the sole and final decision as to the capacity of the premises. The maximum capacity of the Premises subject to the Lease Agreement is 450 people.

Initial:

8. **SMOKING**: Pursuant to Iowa Smoke-free Air Act, Epic Event Center has adopted the following policy: Smoking, vaping and E-cigarettes are prohibited inside the Venue and on the fenced in patio area. Outside smoking is allowed only in designated areas and discarded cigarettes are to be placed in provided cigarette receptacles.

Initial:_____

9. **MEDICAL EMERGENCIES**: If there is a medical emergency related to any person associated with your event, it is NOT the responsibility of Epic Event Center staff to administer medical assistance or to contact medical help.

Initial:_____

10. CARE OF PREMISES/FURNITURE/PERMANENT DECOR: Neither client nor its guests will cause damage to the Premises or any Event Center properties, or permit anything to be done whereby the Premises will be in any manner injured, marred or defaced. Clients will not make or allow any kind of alterations to the Premises. Artwork, sculptures, and furniture that is not part of the furniture rental package, plants, and appliances, may only be moved by Epic Event Center Staff. No portion of the sidewalk, entries, passages, fire exits or stairways may be obstructed by clients, their guests or representatives, or used for any other purpose other than ingress or egress from the Premises. Clients will not be allowed to move property of Epic Event Center without the permission of Management. Damage to or theft of furniture as a result of your event or caused by the catering staff hired for your event is the responsibility of Client. Premises will be returned in the same condition as when first occupied. Client agrees to reimburse Epic Event Center for the cost of repair or replacement of any damaged or missing furniture/linens including any costs to repair/replace expenses accrued and will be charged to the credit card on file. If prior arrangements are made, the client may request a pre-event walk-through with the Epic Event Center Staff Management. A credit card number will be kept on file to cover damages or loss fees incurred by the event. The Premises shall be inspected and a charge will be determined within 24 hours of your event ending time and a receipt will be emailed/mailed to you. If no damages occur, no charges will be made. Damage charge will be incurred for any of the following but are not limited to:

Excessive cleaning (bodily fluids, decorations, excessive food stains, excessive spills)

Excessive cleaning in catering kitchen or loss/damage to Epic Event Center kitchen utensil and property in kitchen

Damage/stains to furniture

Damage/stains to tables, chairs, linens, curtains/blinds owned by Epic Event Center

Damage to buildings/fixtures indoors/outdoors including damage to walls and floors. Nothing must be allowed to drag across surfaces.

Damage to lawn, landscaping, parking areas and any area of property associated with Epic Event Center.

Property of Epic Event Center located on the Premises will be inventoried. Any missing items will be charged. **Initial**: _____

11. CONTROL OF FACILITY/SECURITY: Nothing in this agreement shall be construed to entitle the client to any right of possession or control of the Premises. It is agreed that Epic Event Center reserves the right to possess and manage the entire Premises and to enforce all necessary rules for the management of the Premises. Epic Event Center shall in its sole discretion determine the number of staff necessary to maintain order and provide protection of persons and property on the Premises. Epic Event Center reserves the right of final approval of all security personnel. All security personnel shall report to and receive direction from Epic Event Center management. Epic Event Center reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable person(s) from the Premises during any activity in progress where it is deemed necessary for the safety of the general public or the Premises. Client shall be solely responsible to maintain an orderly event. Epic Event Center reserves the right to require special security measures when warranted. Any security personnel will be hired by Epic Event Center prior to the event. All cost and expenses of security measures shall be paid by the client to Epic Event Center. Absolutely no drugs, weapons or alcohol shall be brought onsite by client or client's quests. If at any time there is violence or potential law breaking activity associated with your event, Epic Event Center staff reserves the right to contact local law enforcement and file a report. If law enforcement is contacted at any time either by Epic Event Center staff or a member of your event due to the above mentioned, the event may be discontinued and all parties may be asked to leave the venue immediately. No refund will be given in any capacity. Initial:

12. ALCOHOL: Clients must comply with all applicable State and Federal liquor laws when alcoholic beverages are served. No alcoholic beverages may be served to **ANYONE** under the age of 21 at **ANY TIME**. If anyone under the age of 21 is found to be consuming alcoholic beverages. Epic Event Center reserves the right to immediately terminate the event without refund of any fees paid for event rental. Epic Event Center reserves the right to eject anyone violating any State or Federal law. Client also agrees that Epic Event Center is not responsible for any financial consequence of terminating an event for underage alcohol consumption. Epic Event Center management will have sole discretion on determining any infractions of this contract. At all functions where alcohol is served, alcohol shall never be available at any time on a 'self-serve' basis. Only Epic Event Center staff may serve alcoholic beverages. All alcohol sales will end thirty (30) minutes prior to the end of the event. Beverages may only be served in and must remain inside the facility, or in the fenced in patio area - no alcohol is permitted outside of the front of the building, including the parking lot and personal vehicles. Epic Event Center reserves the right to terminate the service of alcohol at any time during the event. The building Manager will have the right to terminate the event if there is a breach of liquor policy. If any guest appears to be intoxicated, Epic Event Center reserves the right to cease further liquor service to that guest. If any minors are caught drinking, both the parents and the minor(s) involved will be asked to leave the premises immediately. All guests must have a valid ID if planning to consume alcoholic beverages. Any guest not in possession of a valid ID will not be served alcoholic beverages. Absolutely no coolers will be allowed in the Premises – we reserve the right to charge the credit card on file \$500 if outside alcohol is brought into the facility.

Initial:

13. **PROPERTY**: Epic Event Center is not in any way responsible for lost or stolen property. Epic Event Center shall have the right to collect all articles left on premises by persons attending the event. Any property left on the premises by the client or any of its agents or guests after a period of seventy-two (72) hours from the end of the event will be deemed abandoned and property of Epic Event Center. **Initial:**

14. **CLIENT DECORATIONS**: All decorations must be removed from the Premises promptly upon termination of the event. Bubbles, rice, bird seed, glitter, potpourri and confetti cannot be thrown inside or outside the facility. Tacks, staples, tape, pins, nails or any adhesive materials shall not be used on any wall, ceiling, table, chair or other property of the Hall and/or Gazebo. Nothing shall be attached to the ceiling, obstruct or attach to the sprinkler system, or be placed in the windowsills. Only free standing decorations are allowed. No lighted candles are allowed. All decorations must comply with the applicable fire code and any other laws or regulations.

Initial:_____

15. **DELIVERIES**: Epic Event Center will not accept deliveries prior to, or the day of the event. Vendors are to come through the east main door to check in and set up their equipment. **Initial:**_____

16. **NON-ASSIGNMENT**: Client will not transfer this agreement or any portion thereof. Client is not an agent, partner, joint venture or employee of Epic Event Center. **Initial:**_____

17. LIMITATION OF LIABILITY:

a. In no event shall either Party be liable to the other for any indirect, special, incidental, or consequential damages for any reason whatsoever.

b. In all events, the maximum potential liability of Epic Event Center and the Client's sole and exclusive remedy for any claim whatsoever related to the event, including but not limited to claims based on contract, negligence or strict liability in tort, that arises out of or in connection with this agreement and the services provided hereunder by Epic Event Center shall be limited to proven direct damages caused by Epic Event Center's sole negligence in an amount not to exceed the amount paid to Epic Event Center by client.

MUTUAL INDEMNIFICATION: Each Party to this Agreement agrees that it shall indemnify and hold harmless the other Party, and its affiliates, employees and guests against all actions, claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorney fees, to the extent resulting out of an actual or alleged injury to a person or to property as a result of the negligence, willful misconduct or deliberate ignorance of the indemnifying Party in connection with that Party's obligations under this Agreement, except to the extent any such action, claim, demand, liability, losses, damages, cost or expense was caused by the negligence or willful misconduct of or the breach of obligations of this Agreement by the party claiming indemnification hereunder.

DISPUTE RESOLUTION: The Parties will make good-faith efforts to resolve any dispute between the Parties. If the dispute is not resolved within ten (10) business days after such written notice, or a longer period as agreed to in writing by the Parties, either party may pursue further legal action. **Initial:**

18. **FORCE MAJEURE**: Epic Event Center shall not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, pandemics, earthquakes, blizzards, power outages, or strikes (each a "*Force Majeure Event*") provided that Epic Event Center gives prompt written notice to Client of such Force Majeure Event. In the event such a Force Majeure causes a cancellation of the scheduled event, Epic Event Center shall work with the client to reschedule the event. If the Force Majeure causes a disruption to an in-progress event, Epic Event Center will not be liable or responsible for any failure to perform due to causes beyond their control and will retain and collect all previous and in event fees/payments. Under such circumstances that cause cancellation of the event, the Client may terminate this agreement by providing written notice to Epic Event Center within 30 days of such an event and Epic Event Center will retain the initial rental deposit. If there is any disruption or cancellation of an in-process event due to Force Majeure, Epic Event Center will retain and collect all previous and in event fees.

Initial:

19. **GOVERNING LAW, EXCLUSIVE VENUE AND JURISDICTION**: The laws of the State of Iowa shall govern this Agreement, without regard to conflict of law principles. Each party consents to the personal and exclusive venue and jurisdiction in the state and federal courts of the State of Iowa located in Cedar Rapids, Iowa. **Initial**:_____

20. SPECIFIC OBLIGATIONS:

- A. The Epic Event Center shall:
 - Provide and set up tables and chairs; (table linens available at an add'l cost) as confirmed 14 days prior to event. No layout changes will be accepted after that point.
 - Provide bartenders and staff to <u>serve</u> alcohol and non-alcoholic drinks including pop. A self serve coffee and water station will be available.
 - Constantly monitor for any outside alcohol being consumed on or brought into the premises for staff, client and guest safety. Epic Event Center reserves the right to charge the client for outside alcohol in the possession of or consumed by guests.
 - Provide security as needed per Epic Event Center Management discretion at client's cost.
- B. The Epic Event Center shall <u>not</u>:

- Provide serving dishes, serving utensils, baskets, utensils, water glasses for the tables, napkins, additional furniture, table skirts/linens or any items not identified as provided by Epic Event Center.
- Provide or set up chairs for outdoor use unless rented from Epic Event Center.
- Provide additional time outside of contracted hours unless agreed upon by Epic Event Center Management and the client (add'l charges apply)
- Secure or be responsible for any vendors retained by the client
- C. The client <u>shall</u>:
 - Settle and paybar/day of event charges promptly at the conclusion of the event.
 - Defer to and abide by Epic Event Center regulations, policies and decisions prior to and during an event as outlined in this contract and as posted on the premises.
 - Make all required payments on time.
 - Contact Epic Event Center with any changes or updates to the event at least 14 days prior.

Initial:_____ Epic Management initial:_____

21. **ENTIRE AGREEMENT**: This agreement constitutes the entire agreement between the parties and any modification or changes shall be made only in writing and signed by both parties. Both parties of this agreement represent that the persons executing this document are fully authorized to enter into this Agreement. All terms and conditions of this document shall be binding upon the parties, their heirs, representatives and assignees.

Initial:_____

Responsible parties: (print) _____

| Resp | onsible Party | / Signature: | |
|------|---------------|--------------|--|
| | | | |

| Address | : | | |
|---------|---|------|------|
| Phone: | | | |
| | | | |

E-mail Address: _____

I agree that I have initialed and signed for all participants and that the contract is binding in its entirety for all parties involved. Signature: Date:

| Name on Card: | |
|---------------|-----------|
| Credit Card # | Exp Date: |
| CVV Code: | |

The following are included in your rental fee:

- Tables and chairs.
- Bartenders; number to be decided upon by Epic Event Center Management.
- Audio-visual equipment/2 wireless mics.
- Designated Event Center Management/Event Coordinators.

**Clients/Vendors will not be allowed to supply/serve alcoholic beverages.

**Any items deemed unsafe by Epic Event Center Management will not be allowed on the premises unless discussed with and agreed upon by Epic Event Center Management prior to the event.

**All intended vendors must be discussed with and approved by Epic Event Center Management prior to the event.

If any personal property of Epic Event Center is missing/stolen or damaged there will be an automatic charge of the credit card on file per the discretion of the cost to Epic Event Center unless returned within 7 days.. **Late Fees to be assessed at 15 days, 30 days and 45 days. If payment is not received by day 45, Epic Event Center has the right to cancel the event date and retain all previous payments. Late fee to be charged at \$100 per late notice Initial:

Black or white floor length linens can be rented from Epic Event Center at \$10.00 per table.

Any client requested changes to the event space up to 10 days prior to your event will be assessed an additional charge and is at the discretion of Epic Event Center Management.

APPROVED HOURS FOR DATE OF EVENT: <u>4:00pm - 110:00pm</u>

| Client: | Date: |
|-------------------------------|-------|
| | |
| Epic Event Center Management: | Date: |

Exhibit 804.2

LICENSE AGREEMENT 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.

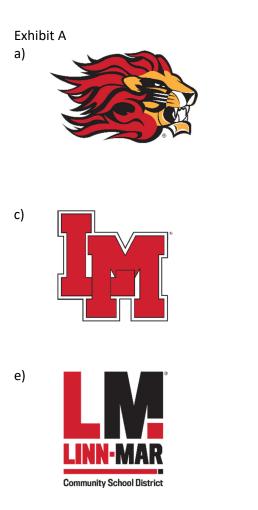
RECEIVED By: SD_Date: 129 24

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 (exc | ept for your signature) and provide all the information requested. |
|----------------------------|--|
| Licensee: (Commercia | |
| Full Name of Entity: | hiopyle Prints Inc. |
| Purpose of Use of Licensed | Materials: Manufacture + Retail |
| Contact's Title/Position: | PRESIDENT |
| Contact's Name (print) | CHARLES ANDORSON |
| | |
| Contact's Signature: | Date Signed: |
| Contact Information: | Phone: (800) 365-73105 |
| | Email: hScs200hiopyleprints.com |
| | Full Address: 410 Dinnerbell Rd |
| | Ohiopyle, PA 15470 |
| | |

Licensor: Linn-Mar Community School District 2999 N 10th Street, Marion, IA 52302 District Contact: Business Services Email: <u>sofferman@linnmar.k12.ia.us</u> Phone: (319) 447-3145

| Board President's Name (printed): _ | Barry Buchholz | |
|-------------------------------------|----------------|-------|
| Board President's Signature: | | Date: |



b)

d)

f) Linn-Mar Community School District

g) Linn-Mar Lions



Commercial Royalty Rate: 8% Licensed Markets: Everything not prohibited by Code of Conduct Customers: Everyone Term: One (1) year Reporting Period: Quarterly

Exhibit C

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.

AIA Document G701 – 2017

Change Order

| PROJECT: (Name and address) Linn-Mar Stadium Synthetic Turf | CONTRACT INFORMATION: Contract For: General Construction | CHANGE ORDER INFORMATION: Change Order Number: 001 |
|--|---|---|
| Replacement 3111 10th St Marion, IA 52302 | Date: 3/7/2022 | Date: 1/4/2024 |
| OWNER: (Name and address) Linn-Mar Community School District 2999 N 10th St Marion IA 52302 | ARCHITECT: (Name and address) Traverse Landscape Architects, LLC 1120 Depot Lane SE, Suite 100, Office 108 Cedar Rapids, IA 52401 | CONTRACTOR: (Name and address) Sprinturf, LLC 146 Fairchild St, Suite 150 Daniel Island, SC 29492 |

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.) Deduct from contract for Liquidated Damages

| The original Contract Sum was | \$ 847,125.00 |
|--|------------------|
| The net change by previously authorized Change Orders | \$ 0.00 |
| The Contract Sum prior to this Change Order was | \$ 847,125.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ 27,000.00 |
| The new Contract Sum including this Change Order will be | \$ 820,125.00 |
| | |

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

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

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

| Traverse Landscape Architects | Sprinturf LLC | Linn-Mar Community School District |
|------------------------------------|----------------------------------|------------------------------------|
| ARCHITECT (Firm name) | CONTRACTOR (Firm name) | OWNER (Firm name) |
| Just Topulation | Ma | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| Justin Robertshaw Senior Associate | Kevin Wornink- Operation Manaper | Barry Buchholz, Board President |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| 01/29/2024 | 1/4/2024 | |
| DATE | DATE | DATE |

1

Exhibit 804.4

Independent Contractor Agreement



Plane provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with MOCISON DEJONO performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: Choreography
- 2. GROUP/DEPARTMENT WORKING WITH: LMHS Drama Dept.
- 3. AMOUNT OF PAYMENT: \$ 2000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on $P_1 pril_1 g_{30} 202U$, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

- INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. The manner of achieving these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the district for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever and neither has any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the IC's activities in accordance with this independent contractor agreement, including by way of illustration but not limitation: federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees, as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to the IC under the terms of this independent contractor agreement.
- 5. PAYROLL OR EMPLOYMENT TAXES: No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
- 6. FRINGE BENEFITS: The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

- 7. INSURANCE: No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
- 8. INDEMNIFICATION: The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- 9. **TERM:** This agreement shall begin on <u>February</u> 20th, 20 24 and shall continue in effect until <u>April. 30th</u>, 20 24 , unless earlier terminated by either party in accordance with Section 11.
- TERMINATION: This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
- 11. ASSIGNMENT: The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
- 12. AMENDMENTS: This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this

30th day of January, 20 24

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:

addie

Title: School Board President

Please return this form to the Linn-Mar CSD Business Office – 2999 N 10th St, Marion IA 52302

INVOICE



Invoice Date: Invoice Number: Customer Number: 01/31/2024 Q-612524 - P 147198

TIN: 41-1646390

Customer and Billing Address

| Customer No.: | 147198 |
|------------------|-------------------------------|
| Customer Name: | Linn-Mar Cmty School District |
| Billing Address: | 2999 N 10th St |
| - | Marion, IA 52302-5499 |

Products and Services

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|---------------------------------------|-----|-----------------------|---------------------|-----------------------------|
| EdOptions Academy Enrollment Overages | 1 | ** | ** | 12 |

Subtotal: \$14,400.00

| Subtotal: | \$14,400.00 |
|----------------|-------------|
| Estimated Tax: | \$0.00 |
| Total: | \$14,400.00 |

| Remit to: | | |
|---|--|--|
| EDMENTUM P.O. BOX 776725 CHICAGO, IL 60677-6725 | To fax a Purchase Order, send to 1.877.519.9555 or e-mail to orders@edmentum.com | Orders under \$25,000.00 may pay by Credit Card: Call: 214.294.9901 Or Email: |
| Include invoice number on payment and include state sales tax exempt certificate if applicable. | | creditcardprocessing@edmentum.com |

Linn-Mar Community School District

Signature:

School Board President

Date



Fundraising Request Form

24 24 50 Code: 1005.4-E1

1

Exhibit 805.1

Forms should be submitted to the Business Office per the following deadlines

| 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 | | |
| Last day of school before Thanksgiving break for fundraisers occurring from January 1 st thru March 31 st | December meeting | Fundraisers should NOT start until the day immediately following | |
| By February 15 th for fundraisers occurring from April 1 st thru May 31 st | March meeting | board approval | |
| 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.

| Building Name: Hazel Point Sponsoring Group: 5-12 Band |
|---|
| Contact Name: Stephanie NUSS Contact Phone: (319) 730 -3640 |
| Contact Email: Snuss@linnmar. K17.10 District Account Code: On back -> |
| Description of Fundraising Activity (All information is required for the request to be considered) |
| Fundraising Activity: fundraising Website through foundation |
| Fundraising Activity: <u>fundraising Website</u> through Foundation Activity Start/End Dates: <u>Dagoing</u> (2024-end of Estimated Proceeds: \$10,000 (hopeful Purpose/Use of Funds Raised (Must be specific): |
| Purpose/Use of Funds Raised (Műst be specific): |
| repair and replacement of instruments purchase new music |
| Durchase new music |
| |
| |
| |
| Administrator Approval: |
| Lapprove that this request is necessary teoprovide funds for the putraoses described above |
| Building Administrator's Signature: Date: 1/25/2024 |
| |
| |
| Business Office and Board Review/Approval: |
| Business Office Review/Approval: Mthothusal Date: 1/29/24 |
| Board Review/Approval: Date: |
| Summary Due Date: |

Revised: 6/22; 7/22



Fundraising Request Form

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines

Exhibit 805.2

1/29/24(50)

| 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 | |
| Last day of school before Thanksgiving break for fundraisers occurring from January 1 st thru March 31 st | December meeting | Fundraisers should NOT start until the day immediately following board approval |
| 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.

| Building Name: <u>High School</u> Sponsoring Group: <u>Student Council</u> | | | | |
|---|--|--|--|--|
| Contact Name: Honoy Sup Heator Contact Phone: 319-447-3070 | | | | |
| Contact Email: <u>hheaver@linnman.k12</u> District Account Code: 21.0109.1900.950.7407 | | | | |
| Description of Fundraising Activity (All information is required for the request to be considered) | | | | |
| Fundraising Activity: Spring Fling Dance | | | | |
| Activity Start/End Dates: Sat. March 23, 2021 Estimated Proceeds: 5,000 | | | | |
| Purpose/Use of Funds Raised (Must be specific): Proceeds from Dances support Student Councils mission at the High School. Leadership development | | | | |
| | | | | |
| activities for members, and appreciation activities for our student Body, Staff a community. | | | | |
| 3 + 60 | | | | |
| ENCLURING N E ENCLUENCEN E A EXCLUSIONER E A EXCLUSIONER E A EXCLUSIONER E E ENCLUSIONER E E ENCLUSIONER E E E | | | | |
| Administrator Approval: I approve that this request is necessary to provide funds for the purposes described above. | | | | |
| Building Administrator's Signature: Kin Buelt Date: 1/29/24 | | | | |
| | | | | |
| Business Office and Board Review Approval: | | | | |
| Business Office Review/Approval: | | | | |
| Board Review/Approval: Date: | | | | |
| | | | | |

Summary Due Date: _____

Revised: 6/22; 7/22