



# District Honors & Highlights

**August 12, 2024**



**Student Honor:** Congratulations to Autumn Zaehringer, a Junior at Linn-Mar High School, for having her artwork that celebrates diversity and student creativity displayed in Iowa City and featured in the Coralville Fourth of July parade. Autumn designed a Herky statue entitled, *Herky de los Muertos* that blends the Day of the Dead theme with the University of Iowa spirit. [Click here to learn more](#)

**Chamber Singers Honor:** Congratulations to the Linn-Mar High School Chamber Singers for being selected to perform at the American Choral Directors Association National Conference in Dallas, Texas in March. [Click here to learn more](#)





# Legislative Priorities

## 2023-2024

The Linn-Mar Community School District is proud to be a part of a thriving, energetic, future-focused “community” of east-central Iowa. Our district includes portions of the cities of Marion, Cedar Rapids, and Robins. We also serve students in areas of eastern Linn County.

## Mental Health

We support efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include:

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

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

## Drop Out/At-Risk Students

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

- Include dropout prevention and funding for at-risk students in the foundation formula and the socio-economic status as a factor in determining a student’s at-risk status
- Equalize the ability of all districts to generate dropout prevention funds.

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

## By the Numbers\*

**Students** Exhibit 501.1a

**7,685** Students

**12th** largest district in Iowa

**36** different languages are spoken by students and their families across the district.

## School Sites

**7** Elementaries, **2** Intermediate,

**2** Middle, **1** High School

COMPASS Alternative

Success Center Transition Program

## District Personnel

**553** full time teachers

**16.1** year career average

**43.6%** teachers with advanced degrees

## Budget (General Fund)

**80%** personnel costs

**20%** operational costs

## District Size

**64** square miles serving Marion, Cedar Rapids, Robins, and Linn County

## Linn-Mar Board of Directors

Brittania Morey, President

Clark Weaver, Vice-President

Barry Buchholz, Sondra Nelson, Matt

Rollinger, Melissa Walker, Rachel Wall

## Administration

Amy Kortemeyer, Superintendent

Nathan Wear, Associate Superintendent

Bob Read, Associate Superintendent

\* Sources: Iowa Performance Profile 2022; Iowa Department of Education (IA Public School Teacher Information Update 2022); Linn-Mar Comprehensive Annual Report 2022

## School Funding Policy

Provides students with the programs and services needed to be successful and support policies on public school funding that:

- Sufficiently supports the ability of local districts to meet parent and community expectations and provides a world class education to **ALL** students;
- Equalize per-pupil funding for all program areas;
- Equitably funds all Area Education Agencies (AEAs);
- Maintain the funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Include factors based on changes in demographics, including socio-economic status, remedial programming, and enrollment challenges;
- Reflect actual costs for special education services;
- Support flexibility in the use of voter and board-approved special levy funds;
- Incorporate categorical funding in the formula within 3 years;
- Include a mix of state aid and property taxes; and
- Increase the budget guarantee to **103%** to provide additional stability to support student achievement for districts with declining enrollment.

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

**WE ARE  LINN-MAR**

[www.LinnMar.k12.ia.us](http://www.LinnMar.k12.ia.us)

## Local Accountability and Decision Making

Supports providing local school boards with decision-making authority regarding methods to accomplish desired educational outcomes. The Iowa Association of School Boards (IASB) opposes overly restrictive or inefficient limitations which inhibit innovation, efficiency, and the ability of school boards to meet local needs. Local accountability and decision-making includes:

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

## Teacher Recruitment & Licensure

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

- Ensure high-quality teacher preparation programs, including alternative licensure programs for individuals with non-traditional or international education backgrounds;
- Provide research-based pedagogy training in addition to content knowledge in a curricular area;
- Encourage initiatives and programs that diversify Iowa's teaching profession to better match our student demographic makeup;
- Expand programs such as Teach Iowa Scholar, Teacher Intern Program, and others as approved by the Board of Educational Examiners;
- Create programs for student teaching grants and stipends and expand teacher apprenticeship programs to make education careers a more attractive and affordable option;
- Use the management fund to offer recruitment incentives to attract high-quality teachers; and
- Create reciprocity agreements with other states that have high-quality teacher preparation programs to increase diversity among certified teachers and administrators.



Exhibit 501.1b

# 2024 Legislative Platform



# Proposed 2024 Legislative Beliefs

## PUBLIC EDUCATION

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

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

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

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

## EDUCATIONAL EQUITY

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

## GOVERNANCE

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

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

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

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

## SCHOOL CHOICE

Iowa law provides sufficient choice through public charter schools, open enrollment, home school assistance, postsecondary enrollment options and nonpublic school alternatives. Additional investments in tax credits for nonpublic tuition or other options are not necessary to provide educational choice.

## SCHOOL BOARD MEMBERS

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

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

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

## ELECTIONS

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

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

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

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

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

## IOWA ASSOCIATION OF SCHOOL BOARDS

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

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

## SCHOOL DISTRICT ORGANIZATION

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

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

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

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

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



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

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

## PUBLIC RECORDS AND OPEN MEETINGS

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

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

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

## SCHOOL FUNDING

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

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

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

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

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

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

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

## SCHOOL INFRASTRUCTURE

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

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

## EDUCATION'S ROLE IN ECONOMIC DEVELOPMENT

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

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

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

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

## EDUCATIONAL STANDARDS AND ACCOUNTABILITY

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

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

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

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

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

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

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

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

## EDUCATION TECHNOLOGY

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

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

## EARLY CHILDHOOD

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

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

## STUDENTS

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

## SCHOOL SAFETY

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

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

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

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

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

## TEACHER QUALITY

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

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

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

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

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

## EDUCATOR PREPARATION AND LICENSURE

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

## PERSONNEL EVALUATION

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

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

## EMPLOYEE RELATIONS AND COLLECTIVE BARGAINING

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

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

The results of collective bargaining should be to:

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

## BENEFITS

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

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

Substitute employees should not be eligible for unemployment compensation.

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

## **DEPARTMENT OF EDUCATION**

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

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

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

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

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

## **AREA EDUCATION AGENCIES**

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

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

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

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

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

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

## **COMMUNITY COLLEGES**

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

## **FEDERAL GOVERNMENT**

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

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





# Proposed 2024 Legislative Resolutions

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

### STUDENT ACHIEVEMENT

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

### PRESCHOOL

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

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

Our Mission: To educate, support, and inspire public school boards in their pursuit of world-class education for all students in Iowa.

## **EARLY LITERACY**

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

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

## **ENGLISH LEARNERS**

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

## **AREA EDUCATION AGENCIES**

Area education agencies (AEAs) provide essential services to PK-12 students. We support state policies that provide full and equitable funding across all area education agencies to provide essential services in a cost-effective manner to students and school districts including, but not limited to:

- Special education;
- Technology;
- Professional development;
- Curriculum assessment;
- Student assessment data analysis;
- Teacher training on social-emotional learning and mental health services for students in schools; and
- Online remote learning platform for students.

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

### **TEACHER RECRUITMENT AND LICENSURE**

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

- Ensure high-quality teacher preparation programs, including alternative licensure programs that include in-classroom experiences, pedagogy training, content knowledge in curricular area and mentoring for individuals with non-traditional or international education backgrounds.
- Encourage initiatives and programs that diversify Iowa's teaching profession to better match our student demographic makeup.

- Expand programs such as Teach Iowa Scholar, Teacher Intern Program, and others as approved by the Board of Educational Examiners.
- Create programs for student teaching grants and stipends and expand teacher apprenticeship programs to make education careers a more attractive and affordable option.
- Create a program to provide beginning teacher incentives and recruitment incentives to attract high-quality teachers.
- Create reciprocity agreements with other states that have high-quality teacher preparation programs to increase diversity among certified teachers and administrators.

#### **TEACHER PROFESSIONAL DEVELOPMENT AND RETENTION**

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

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

#### **PUBLIC SCHOOL INNOVATION**

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

- Invest in magnet and innovation schools; expand flexible program offerings; and allow greater partnerships among schools and community organizations.
- Allow charter schools only when under the direction of the locally elected public school board.
- Establish or continue use of accredited online schools or classes.
- Continue collaboration between public and nonpublic schools, provided that no funds are redirected to private schools at the expense of public schools.
- Ensure flexibility to implement these programs without regulatory burdens.

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

#### **DROPOUT/AT RISK**

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

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

## **MENTAL HEALTH**

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

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

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

## **LOCAL ACCOUNTABILITY AND DECISION-MAKING**

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

Local accountability and decision making include:

- **Student Achievement:** As locally elected officials, school boards should have the ability to set priorities, customize programming, and maximize community strengths to improve outcomes for all students;

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

## **PARENT AND FAMILY ENGAGEMENT**

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

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

## **SHARING AND REORGANIZATION**

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

- Continue sufficient incentives and assistance to encourage sharing or reorganization between school districts, including the establishment of regional schools.
- Continue reorganization incentives past their current expiration date of July 1, 2024.
- Expand maximum supplementary weighting and increase the number of positions eligible for operational sharing incentives.

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

## **PRIVATE SCHOOL CHOICE**

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

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

**We support the following:**

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

**We continue to oppose state policies that:**

- Establish educational savings accounts, vouchers or any other program that uses taxpayer dollars to fund private schools.
- Provide direct payment of taxpayer funds to private schools, parents, or for home school education.
- Increase tax credits or deductions directed toward private schools or home school education.

**HOME SCHOOL EDUCATION**

Parents and guardians have school choice in many forms, including through home school education.

We support state policies that:

- Continue Home School Assistance Programs (HSAP) provided by public schools to help home-schooled students achieve success.
- Require registration of all home-schooled students within their district of residence to facilitate assistance through the HSAP.

We oppose expanding the state’s educational savings account program to students who are receiving competent private instruction or independent private instruction.

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

### **SUPPLEMENTAL STATE AID**

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

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

### **SCHOOL FUNDING POLICY**

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

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

### **PROPERTY TAXES**

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

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

- A limit on the duration of all TIF districts.

## **TAX BASE**

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

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

## **BOND ISSUES**

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

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

## **UNFUNDED MANDATES**

Mandates on school districts that are imposed without funding put pressure on the school's general fund budget and can negatively impact efforts to provide a high-quality education for all students. We oppose any mandate that does not provide adequate and direct funding for successful implementation.

## **SPECIAL EDUCATION**

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

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



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

### **SCHOOL SAFETY**

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

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



Exhibit 502.1a

**Linn-Mar Community School District**  
**Strategic Plan**

**2023-2028**

*Updated Progress July, 2024*

**WE ARE  LINN-MAR®**



# Letter from the Board

We, the Board of Education for the Linn-Mar Community School District, are delighted to share the culmination of months of dedicated effort and collaborative vision - our new district strategic plan.

This plan represents a significant milestone in our journey to uphold and enhance the exceptional educational standards that Linn-Mar is known for. Guided by our mission to Inspire Learning. Unlock Potential, and Empower Achievement, this strategic plan serves as a road map to shape the future of the district.

We are particularly pleased to inform you that the creation of this plan has been a truly inclusive process, enriched by valuable input from all of our stakeholders. We recognize the perspectives of our wider community are vital in creating a comprehensive and impactful plan. Community feedback played an integral role in shaping the strategies and priorities outlined here.

Our strategic plan encapsulates a dynamic range of priorities, all of which are aligned with our core values and geared toward ensuring the continued growth and success of our students, faculty, staff, and community.

Thank you for your continued support. It is through our collaboration that we ensure Linn-Mar continues to be a destination district full of opportunities for our students.

**We Are Linn-Mar!**

The Board

# Linn-Mar Community School District Strategic Priorities



## 1.0 Community Engagement

We will advocate for support and investment in Linn-Mar.

## 2.0 Learning Excellence

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



## 3.0 Learner Experience

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

## 4.0 People and Culture

We will build and retain a dynamic team that engages in a collaborative, data-informed learning culture.



## 5.0 Resource Management

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

### Annual Progress on District Goals

District leadership will provide regular updates on the goals identified in this strategic plan using these four levels of progression:

**Beginning**– Planning in place with some emerging actions.

**In progress**- Actions have started and data collection or other process are in development.

**Operational**- Strong, established processes and district procedures are in place. Predictable progress can be expected.

**Complete**- Actions are in place and being monitored as needed.

## Strategic Action Statement

By the end of the 2028-29 school year, Linn-Mar will be an educational leader that graduates engaged and prepared citizens and is a destination employer recruiting and retaining the highest level of educational professionals.

These successes will be accomplished through a focus on creating opportunities, engagement, and a welcoming and inclusive learning environment.





## Community Engagement

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We will advocate for support and investment in Linn-Mar.

### **1.1 - Create a Comprehensive Advocacy Plan**

We will identify key advocacy focus areas and set priorities annually, developing a one-page informational flier to share the needs of the Linn-Mar district.

### **1.2 - Legislative Advocacy**

The Board of Education and district administration representatives will participate in legislative activities annually such as Day on the Hill, town halls, and legislative forums to stay abreast of current and pending legislation and its potential impact on the district. We will also develop and maintain relationships with elected representatives of the district.

### **1.3 - Strategic Communications**

Develop a comprehensive strategic communications plan for the district that creates a unified and cohesive message for the district and individual buildings.

Engage with stakeholders through community conversations, staff gatherings, and student advisory to share district updates and hear from the community on important district developments.

### **1.4 - Enrollment Trends**

Establish an annual review process of enrollment trends and its impact on the district.

## 2023-2025 Short Term Goals

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**1.1, 1.3, 1.4** - During the 2023-2024 school year, Linn-Mar will advocate for, support and invest in Linn-Mar through the use of a communication advocacy plan, conducting a communications needs analysis, identifying communication focus areas, and distributing a survey to families open enrolling both in and out of the district.

### July 2024 Short Term Goal Status Update

**1.1 - Completed (annually).** The Board of Education established 2024 legislative priorities and shared them in an informational flier which highlighted the needs of the district.

**1.2 - Completed (annually).** The Board of Education and district administrators met with legislators locally and in Des Moines as they participated in meetings offered in the district, local legislative forums and the Day on the Hill.

**1.3 - In Progress.** Stakeholders were engaged in conversations during school board visits to each attendance center, during Lion Learning sessions hosted by the superintendent, through roughly a dozen Physical Plant and Equipment (PEEL) levy informational meetings hosted by the superintendent and chief financial officer, and through surveys issued to families of enrolled in and enrolled out students.

## 2028-2029 Long Term Goals

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**1.1** - By the end of the 2028-2029 school year, it will be routine to have continuous board table discussions about advocacy priorities and actional next steps.

**1.2** - Elected officials will know Linn-Mar leadership and look to them for feedback on educational issues. We will have increased attendance at town halls, legislative forums, and Day on the Hill.

**1.3** - Set monthly/quarterly community and staff conversation gatherings with board members and administrators to share updates and receive feedback.

**1.3** - Standardize district and building communication expectations aligned on a communications calendar for ease of reference.

**1.4** - Through survey and data analysis the board and administration will be able to review and better understand enrollment trends.





## Learning Excellence

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

### 2.1 - Learning Results

Utilize standard state assessments, as well as classroom assessments, to monitor student growth and proficiencies at both grade level and as cohort groups.

### 2.2 - Program and Curriculum Excellence

Review and implement curriculum that aligns with state and district standards, and prepares students for post graduation expectations

### 2.3 - High Reliability Schools Framework

Continue implementation of the High Reliability Schools Framework, focusing on next level certification for each building, with an **ultimate goal of earning a level 3 certification in the Marzano High reliability Schools framework by demonstrating that the district possesses the tools and knowledge needed to positively impact student learning and achievement.**

### 2.4 - Technology Integration

Continuing integration of technology and one-to-one capabilities to enhance learning opportunities **Preschool-12th grade.**

### 2.5 - Career/College Preparation

Establish readiness goals for Linn-Mar graduates in the areas of college and career that build on opportunities including post-secondary exploration, work-based and project-based

## 2028-2029 Long Term Goals

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**2.1 -** By the end of the 2028-2029 school year, 85% of all students at Linn-Mar will score proficient in the **grades K-2 Formative Assessment System for Teachers (FAST) screening and progress monitoring scores in reading, grades 3-11 scores in Iowa Statewide Assessment of Student Progress (ISASP) in English Language Arts, and grades 3-11 ISASP math scores (from 77% on K-2 FAST, 75.5% on ISASP ELA, and 74.45% on ISASP Math during the spring of 2023.)**

**2.5 -** By the end of the 2028-2029 school year, high school students in the Linn-Mar Community School District will increase subgroup participation rates in ACT, Advanced Placement testing, Venture Academics, dual-enrollment courses, and internships/job shadows by 8% across the board.

- ACT - from 7% in 2023-24 to 15% in 2028-29
- AP testing - from 9.5% in 2023-24 to 17.5% in 2028-29
- Venture Academics - from 20% in 2023-24 to 28% in 2028-29
- Dual-Enrollment - from 8.1% in 2023-24 to 16.1% in 2028-29

# 2023-2025 Short Term Goals

**2.1; 2.3** - During the 2023-2024 school year, students in the Linn-Mar Community School District will increase **grade K-2 FAST screening and progress monitoring scores** in reading, **grades 3-11 scores in (ISASP ELA)**, and **grades 3-11 ISASP math scores** by 3% through the use of a Multi-Tiered System of Support (MTSS) and the High Reliability Schools (HRS) Framework.

**2.1** - Individual subgroups (**as sorted by demographic data and supplemental coding supplied for each student in Iowa Assessments**) below the district average will increase their scores by 6% through targeted interventions and support.

**2.5** - During the 2023-2024 school year, Linn-Mar high school students will increase low **socioeconomic (SES)** subgroup participation rates in ACT, AP courses, Venture Academics, dual-enrollment classes and internships/job shadows by 2.5% through purposeful course scheduling and advising of students.

**2.5** - Increase underserved SES subgroup participation in career and technical education (CTE) courses by 2.5%.

## July 2024 Short Term Goal Status Update

**2.1, 2.3- In Progress.** Benchmarking of this Iowa Statewide Assessment of Student Progress (ISASP) goal will be against the Iowa School Performance Profile results when the Full Academic Year (FAY) ISASP data is released (anticipated in November 2024).

- K-2 FAST Reading - 74% Spring 2023 to 76% Spring 2024
- K-2 FAST Math - 77% Spring 2023 to 78% Spring 2024
- 3-11 ISASP Reading - 75.7% Spring 2022 to 78.41% Spring 2023
- 3-11 ISASP Math - 74.45% Spring 2022 to 78.2% Spring 2023

**2.5- In Progress.** When comparing participation in subgroups to the overall student enrollment from the 2022-23 school year to the 2023-24 school year:

Participation rates improved in the following areas:

- The percent of low SES students in college courses increased from 7.06% to 9.91% (+2.9%).
- The percent of low SES students in internships increased from 6.45% to 8.51% (+2.1%).
- ACT participation rates are dropping due, in part, to some colleges/universities no longer requiring the ACT exam.
- The percent of low SES students taking the ACT exam increased from 5.58% to 7.21% (+1.6%).
- Free and reduced lunch (FRL) increased 1.5% in all career and technical education (CTE) courses from 20.4% to 21.9%. IEP students in CTE courses increased 1.1% from 6.6% to 7.7%.

Participation rates decreased in the following areas:

- The percent of low SES students in AP courses decreased from 9.8% to 7.9% (-1.9%).
- Venture low SES enrollment saw a decrease from the previous year from 21.9% to 19.6% (-2.3%).
- English language learner (ELL) students in CTE courses dropped 1.2% from 2.2% to 1.0%.



## Learner Experience

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

### 3.1 - Conditions for Learning Survey

The state of Iowa requires and provides the Conditions for Learning Survey to all public school districts as a tool to assess and improve safety, student engagement, and the overall learning environment, so all Iowa students have optimum conditions for learning. The Linn-Mar district will utilize this state assessment to inform student support needs within each building of the district.

### 3.2 - Character Strong Curriculum Adoption as Part of the District's PBIS Framework

The Character Strong Curriculum will be implemented district-wide as the primary tool to engage students in learning about self-awareness, self-management, social awareness, relationship skills, and responsible decision-making, as outlined in the Iowa Department of Education's [Social and Emotional Learning](#) (SEL) standards.

### 3.3 - Student Engagement

We will strive to provide students with opportunities that enhance their interests beyond the classroom through support programs and social engagement opportunities including student clubs and organizations, athletics, fine arts, and more.

### 3.4 - Student Supports

The Linn-Mar district has adopted the [American School Counselor Association](#) (ASCA) National Model of professional standards for school counseling and will work toward implementation of the model in each building through professional development, data collection, and program implementation to ensure support structures are in place that meet the needs of students' academic development, career development, and social-emotional development.

## 2023-2025 Short Term Goals

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**3.1, 3.2** - During the 2023-2024 school year, students in the Linn-Mar Community School District will show continuous improvement year to year on their Conditions for Learning Survey composite score through beginning the implementation of Character Strong.

**3.4** - Conduct a survey of community resources available for district partnership or direct student/family services.

### July 2024 Short Term Goal Status Update

**3.1 - Completed (Annually).** The Conditions for Learning Survey is administered annually.

**3.2 - In Progress.** The Character Strong curriculum was a new material adoption during the 2023-2024 school year. Implementation is ongoing with a multi-year implementation approach.

**3.4 - In Progress.** The district's website has an updated directory of community resources and is available for students and families.

## 2028-2029 Long Term Goals

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**3.1** - By the end of the 2028-2029 school year, Linn-Mar students will show continuous improvement year to year on the composite score for the Conditions for Learning Survey, and surpass the state average in all categories.

**3.4** - By the 2028-2029 school year, each building will work to apply for the Recognized ASCA Model Program (RAMP) national certification, showing the successful implementation of the ASCA National Model.



## People and Culture

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We will build and retain a dynamic team that engages in a collaborative, data-informed learning culture.

### **4.1 - People Performance Optimization**

Leverage technology to gather people analytics for data informed decision-making.

### **4.2 - Recruitment**

Develop strategies to recruit top talent for the Linn-Mar team.  
Increase recruitment of minority faculty and staff.

### **4.3 - Workplace Satisfaction and Retention**

Establish consistent measures such as the Upbeat Survey System to collect data, both qualitative and quantitative, regarding workplace satisfaction at all levels within the district.  
Focus on employee mental health and well-being.

### **4.4 - Recognition**

Review and recommend individual, building and district staff recognition and celebration opportunities to increase retention.

### **4.5 – Employee Relations**

Ensure that all employees are treated equitably and consistently through fostering high-quality, trusting, inclusive, and collaborative relationships between employees, administration / management, and employee organizations.

#### **4.6 - Communication**

Establish communication protocols to ensure staff, regardless of district location, receive timely and relevant information to the happenings of the district.

#### **4.7 - Employee Learning**

Develop professional development opportunities that align with established district priorities and enhance the professional expertise of LM faculty and staff

## **2023-2025 Short Term Goals**

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**4.2; 4.3** - During the 2023-2024 school year, the certified staff retention rate will increase 1.1% from 89.9% to 91% by implementing strategies aligned with staff data from the UPBEAT surveys, exit interviews, and conditions of learning reports. The Human Resources team will also evaluate **Human Resource Information System (HRIS)** systems to ensure turnover, retention, and other relevant staff data is available and accessible.

### **July 2024 Short Term Goal Status Update**

**4.2 - In Progress.** The district began to utilize new and different strategies to recruit staff.

**4.3 - Operational.** UpBeat survey data is used both at the district level and individual school level regarding workplace satisfaction. Exit interviews are completed by Human Resources with employees. The district will benchmark the retention goal against the Iowa School Performance Profile (ISPP) when data is released (anticipated in November, 2024).

## **2028-2029 Long Term Goals**

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**4.2; 4.3** - By the end of the 2028-2029 school year, the certified staff retention rate will increase by 3.1% from 89.9% in 2021-2022 to 93% in 2028-2029.



## Resource Management

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

### **5.1 - Long-range planning**

Establish a long-term plan that secures resources and outlines infrastructure needs that align with established district priorities.

### **5.2 - Master Facilities plan**

Establish an annual review process for adjusting the strategic master facilities plan incorporating large scale projects as well as maintenance of current facilities.

### **5.3 - Facility Security**

Implement a prioritized safety and security plan that encompasses building security systems and district safety procedures and policies based on the State of Iowa's security assessment results.

### **5.4 - Operating Efficiencies**

Establish a system of continuous improvement and review of operational procedures, budget expenditures and planned reductions.

## 2023-2025 Short Term Goals

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**5.1** - By the end of 2023-2024 school year we will have our PPEL vote extended for another 10 years.

**5.2** - During the 2023-2024 school year we update the 10 year facility plan - prioritize top 5 projects based on funding and enrollment by May 2024.

**5.3** -During the 2023-2024 school year we will standardize building access and security card access by position.

### July 2024 Short Term Goal Status Update

**5.1 - Completed.** District voters extended the Physical Plant and Equipment Levy (PPEL) for another 10 years (through 2035).

**5.2 - Beginning.** The work on a 10 year facility plan begins in 2024-25.

**5.3 - Completed.** The district has standardized building and security card access.

## 2028-2029 Long Term Goals

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**5.3** - By the end of the 2028-2029 school year, districtwide intercom system will be installed this facilitates Districtwide Emergency Notification / Lockdown within facilities.

**5.2** - Explore community growth and enrollment trends for facility and resource planning through the utilization of a community planning survey firm.

**5.2** - At the end of FY 2027-28, we will have completed the 2022 Master Facility plan projects.





**LINN-MAR**<sup>®</sup>  
**Community  
School District**

2999 N. Tenth Street  
Marion, IA 52302

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[www.linnmar.k12.ia.us](http://www.linnmar.k12.ia.us)



Exhibit 502.1b

**Linn-Mar Community School District**

**Strategic Plan**

**2023-2028**

*Updated with 2024-25 Short Term Goals*

**WE ARE  LINN-MAR<sup>®</sup>**



## Letter from the Board

We, the Board of Education for the Linn-Mar Community School District, are delighted to share the culmination of months of dedicated effort and collaborative vision - our new district strategic plan.

This plan represents a significant milestone in our journey to uphold and enhance the exceptional educational standards that Linn-Mar is known for. Guided by our mission to Inspire Learning. Unlock Potential, and Empower Achievement, this strategic plan serves as a road map to shape the future of the district.

We are particularly pleased to inform you that the creation of this plan has been a truly inclusive process, enriched by valuable input from all of our stakeholders. We recognize the perspectives of our wider community are vital in creating a comprehensive and impactful plan. Community feedback played an integral role in shaping the strategies and priorities outlined here.

Our strategic plan encapsulates a dynamic range of priorities, all of which are aligned with our core values and geared toward ensuring the continued growth and success of our students, faculty, staff, and community.

Thank you for your continued support. It is through our collaboration that we ensure Linn-Mar continues to be a destination district full of opportunities for our students.

### **We Are Linn-Mar!**

The Linn-Mar Board of Directors

# Linn-Mar Community School District Strategic Priorities



## 1.0 Community Engagement

We will advocate for support and investment in Linn-Mar.

## 2.0 Learning Excellence

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



## 3.0 Learner Experience

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

## 4.0 People and Culture

We will build and retain a dynamic team that engages in a collaborative, data-informed learning culture.



## 5.0 Resource Management

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

### Annual Progress on District Goals

District leadership will provide regular updates on the goals identified in this strategic plan using these four levels of progression:

**Beginning**– Planning in place with some emerging actions

**In progress**- Actions have started and data collection or other process are in development

**Operational**- Strong, established processes and district procedures are in place. Predictable progress can be expected.

**Complete**- Actions are in place and being monitored as needed.

## Strategic Action Statement

By the end of the 2028-29 school year, Linn-Mar will be an educational leader that graduates engaged and prepared citizens and is a destination employer recruiting and retaining the highest level of educational professionals.

These successes will be accomplished through a focus on creating opportunities, engagement, and a welcoming and inclusive learning environment.





## Community Engagement

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We will advocate for support and investment in Linn-Mar.

### **1.1 - Create a Comprehensive Advocacy Plan**

We will identify key advocacy focus areas and set priorities annually, developing a one-page informational flier to share the needs of the Linn-Mar district.

### **1.2 - Legislative Advocacy**

The Board of Education and district administration representatives will participate in legislative activities annually such as Day on the Hill, town halls, and legislative forums to stay abreast of current and pending legislation and its potential impact on the district. We will also develop and maintain relationships with elected representatives of the district.

### **1.3 - Strategic Communications**

Develop a comprehensive strategic communications plan for the district that creates a unified and cohesive message for the district and individual buildings.

Engage with stakeholders through community conversations, staff gatherings, and student advisory to share district updates and hear from the community on important district developments.

### **1.4 - Enrollment Trends**

Establish an annual review process of enrollment trends and its impact on the district.

## 2024-2025 Short Term Goals

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During the 2024-25 school year, the district will create and implement a strategic communications plan that supports the strategic priorities of the district including building based communications. The communications plan tactics will encompass:

- 1.1, 1.2 - setting legislative advocacy priorities, and coordinating staff awareness of and participation in the legislative process at key legislative events.
- 1.3- creating feedback loops from key stakeholders, and creating communication resources to ensure common understanding and alignment. Provide additional avenues to explain district funding.
- 1.4 - evaluating several survey data sources to inform communication efforts and operational decision-making.

## 2028-2029 Long Term Goals

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**1.1** - By the end of the 2028-2029 school year, it will be routine to have continuous board table discussions about advocacy priorities and actional next steps.

**1.2** - Elected officials will know Linn-Mar leadership and look to them for feedback on educational issues. We will have increased attendance at town halls, legislative forums, and Day on the Hill.

**1.3** - Set monthly/quarterly community and staff conversation gatherings with board members and administrators to share updates and receive feedback.

**1.3** - Standardize district and building communication expectations aligned on a communications calendar for ease of reference.

**1.4** - Through survey and data analysis the board and administration will be able to review and better understand enrollment trends.





## Learning Excellence

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

### **2.1 - Learning Results**

Utilize standard state assessments, as well as classroom assessments, to monitor student growth and proficiencies at both grade level and as cohort groups.

### **2.2 - Program and Curriculum Excellence**

Review and implement curriculum that aligns with state and district standards, and prepares students for post graduation expectations.

### **2.3 - High Reliability Schools Framework**

Continue implementation of the High Reliability Schools Framework, focusing on next level certification for each building, with an **ultimate goal of earning a level 3 certification in the Marzano High reliability Schools framework by demonstrating that the district possesses the tools and knowledge needed to positively impact student learning and achievement.**

### **2.4 - Technology Integration**

Continuing integration of technology and one-to-one capabilities to enhance learning opportunities **preschool -12th grade.**

### **2.5 - Career/College Preparation**

Establish readiness goals for Linn-Mar graduates in the areas of college and career that build on opportunities including post-secondary exploration, work-based and project-based learning, and advanced academic coursework such as dual-enrollment and advanced placement

## 2024-2025 Short Term Goals

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During the 2024-25 school year, students in the Linn-Mar Community School District will increase:

- **2.1, 2.3** - their proficiency in Kindergarten-2nd grade Formative Assessment System for Teachers (FAST) reading, 3rd-11th grade Iowa Statewide Assessment of Student Progress (ISASP) ELA, and 3rd-11th grade ISASP math scores by 3% (in both year-to-date and cohort data) through the use of a Multi-Tiered System of Support (MTSS) and the High Reliability Schools (HRS) Framework.
- **2.1** - their proficiency scores by 6% in individual subgroups below the district average through targeted interventions and support.

During the 2024-25 school year, Linn-Mar high school students will increase:

- **2.5 - low socioeconomic status (SES)** subgroup participation rates (within the subgroups themselves) in the American College Test (ACT), Advanced Placement (AP) courses, Venture Academics, dual-enrollment classes and internships/job shadows by 2.5% through purposeful course scheduling and advising of students.
- **2.5 - underserved subgroup** participation rates (within the subgroups themselves) in career and technical education (CTE) courses by 2.5%.

## 2028-2029 Long Term Goals

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**2.1** - By the end of the 2028-2029 school year, 85% of all students at Linn-Mar will score proficient on the grade K-2 Formative Assessment System for Teachers (FAST) screening and progress monitoring scores in reading, grades 3-11 scores in Iowa Statewide Assessment of Student Progress in English Language Arts (ISASP ELA), and grades 3-11 ISASP math scores (from 77% on K-2 FAST, 75.5% on ISASP ELA, and 74.45% on ISASP Math during the spring of 2023.)

**2.5** - By the end of the 2028-2029 school year, high school students in the Linn-Mar Community School District will increase low SES subgroup participation rates in ACT, AP testing, Venture Academics, dual-enrollment courses, and internships/job shadows by 8% across the board.

- ACT - from 7% in 2023-24 to 15% in 2028-29
- Advanced Placement Testing - from 9.5% in 2023-24 to 17.5% in 2028-29
- Venture Academics - from 20% in 2023-24 to 28% in 2028-29
- Dual-Enrollment - from 8.1% in 2023-24 to 16.1% in 2028-29

**2.5** - Increase underserved subgroup participation in CTE courses by 8%.



## Learner Experience

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

### 3.1 - Conditions for Learning Survey

The state of Iowa requires and provides the Conditions for Learning Survey to all public school districts as a tool to assess and improve safety, student engagement, and the overall learning environment, so all Iowa students have optimum conditions for learning. The Linn-Mar district will utilize this state assessment to inform student support needs within each building of the district.

### 3.2 - Character Strong Curriculum Adoption as Part of the District's PBIS Framework

The Character Strong Curriculum will be implemented district-wide as the primary tool to engage students in learning about self-awareness, self-management, social awareness, relationship skills, and responsible decision-making, as outlined in the Iowa Department of Education's [Social and Emotional Learning](#) (SEL) standards.

### 3.3 - Student Engagement

We will strive to provide students with opportunities that enhance their interests beyond the classroom through support programs and social engagement opportunities including student clubs and organizations, athletics, fine arts, and more.

### 3.4 - Student Supports

The Linn-Mar district has adopted the [American School Counselor Association](#) (ASCA) National Model of professional standards for school counseling and will work toward implementation of the model in each building through professional development, data collection, and program implementation to ensure support structures are in place that meet the needs of students' academic development, career development, and social-emotional development.

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## 2024-2025 Short Term Goals

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**3.1, 3.2** - During the 2024-25 school year, students in the Linn-Mar Community School District will show continuous improvement year to year on their Conditions for Learning Survey composite score through continuing the implementation of Character Strong.

**3.3** - During the 2024-25 school year, buildings will identify and promote student engagement opportunities through building newsletters.


**3.4** - During the 2024-25 school year, the counseling team will begin the first step in applying for the [Recognized ASCA Model Program \(RAMP®\)](#). This includes using the program assessment tool to determine whether the program is ready to seek the RAMP® designation.

## 2028-2029 Long Term Goals

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**3.1** - By the end of the 2028-2029 school year, Linn-Mar students will show continuous improvement year to year on the composite score for the Conditions for Learning Survey, and surpass the state average in all categories.

**3.4** - By the 2028-2029 school year, each building will work to apply for the Recognized ASCA Model Program (RAMP) national certification, showing the successful implementation of the ASCA National Model.





## People and Culture

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We will build and retain a dynamic team that engages in a collaborative, data-informed learning culture.

### **4.1 - People Performance Optimization**

Leverage technology to gather people analytics for data informed decision-making.

### **4.2 - Recruitment**

Develop strategies to recruit top talent for the Linn-Mar team.  
Increase recruitment of minority faculty and staff.

### **4.3 - Workplace Satisfaction and Retention**

Establish consistent measures such as the Upbeat Survey System to collect data, both qualitative and quantitative, regarding workplace satisfaction at all levels within the district.  
Focus on employee mental health and well-being.

### **4.4 - Recognition**

Review and recommend individual, building and district staff recognition and celebration opportunities to increase retention.

### **4.5 – Employee Relations**

Ensure that all employees are treated equitably and consistently through fostering high-quality, trusting, inclusive, and collaborative relationships between employees, administration / management, and employee organizations.



#### **4.6 - Communication**

Establish communication protocols to ensure staff, regardless of district location, receive timely and relevant information to the happenings of the district.

#### **4.7 - Employee Learning**

Develop professional development opportunities that align with established district priorities and enhance the professional expertise of LM faculty and staff

### **2024-2025 Short Term Goals**

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**4.1** - During the 2024-25 school year, the Human Resources and Business Departments will evaluate [Human Resource Information Systems \(HRIS\)](#) to not only ensure turnover, retention, and other relevant staff data is available and accessible, but position and process efficiency.

**4.2; 4.3; 4.4** - During the 2024-2025 school year, we recognize that the retention rate for certified staff will have gone down from fall of 2023 to fall of 2024 due to budget constraints and early separation and therefore plan to implement targeted recruiting and retention strategies for hard to fill positions (for certified and classified staff) particularly concentrating on special education positions.

**4.3** - During the 2024-25 school year, our focus on employee mental health and well-being will include efforts to promote staff physical and personal wellness and provide for a safe work environment.

### **2028-2029 Long Term Goals**

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**4.2; 4.3** - By the end of the 2028-2029 school year, the certified staff retention rate will increase by 3.1% from 89.9% in 2021-2022 to 93% in 2028-2029.



## Resource Management

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

### **5.1 - Long-range planning**

Establish a long-term plan that secures resources and outlines infrastructure needs that align with established district priorities.

### **5.2 - Master Facilities plan**

Establish an annual review process for adjusting the strategic master facilities plan incorporating large scale projects as well as maintenance of current facilities.

### **5.3 - Facility Security**

Implement a prioritized safety and security plan that encompasses building security systems and district safety procedures and policies based on the State of Iowa's security assessment results.

### **5.4 - Operating Efficiencies**

Establish a system of continuous improvement and review of operational procedures, budget expenditures and planned reductions.





## 2024-2025 Short Term Goals

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During the 2024-25 school year, the district will:

5.2 - update the 10 year facility plan prioritizing projects based on funding and enrollment.

5.2- complete key building projects outlined in the district's facility plan including the conversion of the Learning Resource Center to classroom spaces and the addition of a new administrative building to better support the expanding needs at the high school.

5.3 - implement additional school safety measures as funded by the School Safety Grant. This will include intercom systems, security cameras and additional hardware purchases.


## 2028-2029 Long Term Goals

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5.3 - By the end of the 2028-2029 school year, districtwide intercom system will be installed this facilitates districtwide emergency notification / lockdown within facilities.

5.2 - Explore community growth and enrollment trends for facility and resource planning through the utilization of a community planning survey firm.

5.2 - At the end of FY 2027-28, we will have completed the 2022 Master Facility plan projects.







**LINN-MAR**<sup>®</sup>  
**Community  
School District**

2999 N. Tenth Street  
Marion, IA 52302

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[www.linnmar.k12.ia.us](http://www.linnmar.k12.ia.us)

- 105.1 Procedures for Charging/Investigating Allegations of Injury/Abuse of Students by School Employee
- 105.1-E Student Injury/Abuse by School Employee Reporting Form
- 202.5 School Board Secretary
- 202.6 School Board Treasurer
- 205.5 Board Member Social Media Engagement
- 400.3 Personnel Qualifications, Recruitment, and Selection
- 400.4 Limitations to Employment References
- 401.15 Child Abuse Reporting by Licensed Personnel
- 403.27 Pay Deductions
- 403.27-R Regulations Regarding Pay Deductions
- 403.27-E Pay Deduction Complaint Form
- 403.28 Use of Computer and Internet
- 403.35 Social Networking
- 501.1 Compulsory Attendance
- 501.11 Student Absences-Excused
- 501.11-R (New) Chronic Absenteeism and Truancy Regulation
- 501.12 Student Absences-Truancy/Unexcused
- 502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs
- 502.3-R Regulations Regarding Enforcement of Prohibition of Tobacco/Nicotine, Alcohol, and Drugs
- 502.8 Weapons
- 504 Student Health Services
- 504.11-R Regulations Regarding Student Special Health Services
- 602.1 Basic Instruction Program
- 602.19 (New) Postsecondary Education Counseling
- 602.23 Open Enrollment-Procedures as a Receiving District
- 602.24 Open Enrollment-Procedures as a Sending District
- 603.12 Technology and Instructional Materials
- 603.16 (New) Artificial Intelligence in the Education Environment
- 603.16-R (New) Artificial Intelligence in the Education Environment Regulation
- 605.5 Student Promotion, Retention, Acceleration
- 702.1 Nutrition Services Program
- 901.5 Educational Specifications for Buildings & Sites
- 902.9 Lease, Sale or Disposal of School District Buildings & Sites
- 1004.3 Tobacco/Nicotine, Alcohol, and Drug-Free Environment

## Policy 105.1

### ~~Procedures for Charging or Investigating Allegations of Injury or Abuse of Student by School Employee~~ Abuse of Students by School District Employees

~~Linn-Mar school employees will not cause injury or commit acts of physical or sexual abuse including inappropriate and intentional sexual behavior toward students.~~ Physical or sexual abuse of students, including but not limited to sexual or physical relationships, grooming behavior, and otherwise inappropriate relationships with students by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay, but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge ~~will be taken against any school employee who commits such acts.~~

~~Prompt investigative action will be taken in response to allegations of injury or abuse of students by school employees.~~ The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation and timely reporting to all relevant agencies as required by law. ~~Any~~ The processing of a complaint or allegation will be handled ~~with as much~~ confidentially ~~as to the maximum extent~~ possible. ~~When requested, all~~ Employees ~~will~~ are required to assist in the investigation ~~when requested~~ to provide information and ~~keep to maintain~~ confidentiality ~~regarding~~ of the reporting and investigation ~~process.~~

The school district will appoint a Level I investigator and an alternate Level I investigator. ~~The school district has also~~ ~~and will~~ arranged for ~~contract with~~ a trained, experienced professional to serve as the Level II investigator. The Level I investigator and alternate will be provided training in conducting an investigation at the expense of the school district. The names of the investigators ~~will be~~ ~~are~~ listed in student handbooks, published annually in the local newspaper, and posted in all school facilities. ([Refer to Policy 105.1-E](#))

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

#### ~~Linn-Mar Community School District Level I Investigators:~~

- ~~• Karla Christian, Chief Officer of Human Resources, Equity Coordinator, Title IX Coordinator, and Affirmative Action Coordinator  
○ 319-447-3036 / [kchristian@linnmar.k12.ia.us](mailto:kchristian@linnmar.k12.ia.us)~~
- ~~• Nathan Wear, Associate Superintendent/Equity Coordinator (Secondary Level)  
○ 319-447-3028 / [nathan.wear@linnmar.k12.ia.us](mailto:nathan.wear@linnmar.k12.ia.us)~~
- ~~• Bob Read, Associate Superintendent/Equity Coordinator (Elementary Level)  
○ 319-447-3016 / [bread@linnmar.k12.ia.us](mailto:bread@linnmar.k12.ia.us)~~
- ~~• Melissa Frick, Executive Director of Student Services and Special Education/  
Student Services Equity Coordinator  
○ 319-447-3663 / [melissa.frick@linnmar.k12.ia.us](mailto:melissa.frick@linnmar.k12.ia.us)~~

Adopted: 5/90

Reviewed: 3/11; 12/11; 4/13; 3/23

Revised: 2/10; 9/14; 3/17; 11/18; 6/20; 10/23; 8/24

Related Policy: 105.1-E; 401.15; 401.15-R; 505.52; 505.52-R

Legal Reference (Code of Iowa): §§ 232.67, .70, .73, .75; 235A; 256.160;  
272A; 280.17; 709; 728.12(1); 281 IAC 12.3(6), 102; 103; 441 IAC 155; 175

IASB Reference: 402.03



**Were there any witnesses to the incident or are there students or persons who may have information about this incident?**      \_\_\_\_Yes      \_\_\_\_No

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

*(Example: Third grade class, fourth period geometry class, etc.)*

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**Complainant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Complainant's Relationship to Student:** \_\_\_\_\_

**Please return this completed and signed form to the Level I investigators:**

- Karla Christian, Chief Officer of Human Resources, Equity Coordinator, Title IX Coordinator, and Affirmative Action Coordinator
  - 319-447-3036 / [kchristian@Linnmar.k12.ia.us](mailto:kchristian@Linnmar.k12.ia.us)
  
- Nathan Wear, Associate Superintendent and Equity Coordinator (Secondary Level)
  - 319-447-3028 / [nathan.wear@Linnmar.k12.ia.us](mailto:nathan.wear@Linnmar.k12.ia.us)
  
- ~~• Bob Read, Associate Superintendent and Equity Coordinator (Elementary Level)~~
  - ~~○ 319-447-3016 / [bread@Linnmar.k12.ia.us](mailto:bread@Linnmar.k12.ia.us)~~
  
- Melissa Frick, Executive Director of Student Services and Special Education/Student Services Equity Coordinator
  - 319-447-3663 / [melissa.frick@Linnmar.k12.ia.us](mailto:melissa.frick@Linnmar.k12.ia.us)

Address: ~~2999 N 10<sup>th</sup> Street~~ **3556 Winslow Road**, Marion, IA 52302  
Fax: ~~319-377-9252~~

Related Policy: 105.1  
Reviewed: 9/14; 3/17; 3/23  
Revised: 6/20; 10/23; 8/24

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



**Policy 202.5  
School Board Secretary**

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

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

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

Adopted: 6/70  
Reviewed: 10/11; 4/13; 9/16; 10/19; 10/22  
Revised: 8/14; 8/24  
Legal Reference (Code of Iowa): §§ 64; 279.3, .5, .7, .32-33, .35; 291.2-4, 6-8, 10-11; 299.10;  
281 IAC 12.3(1)  
Iowa House File 2398  
IASB Reference: 206.03, Option 1

**Policy 202.6**  
**School Board Treasurer**

It is the responsibility of the board to appoint a treasurer. The board may appoint a treasurer from its employees, other than a position requiring a teaching certificate, or from the public. To finalize the appointment, the treasurer will take the oath of office during the meeting at which the individual was appointed or no later than 10 days thereafter.

It is the responsibility of the treasurer to oversee the investment portfolio, to receive funds of the school district, to pay out the funds for expenses approved by the board, to maintain accurate accounting records for each fund, to report monthly regarding the investment portfolio and the status of each fund, and to file required reports with the appropriate state agencies and other entities. It will also be the responsibility of the treasurer to work with the board secretary to coordinate the financial records, the financial reports, the cash flow needs, and the investment portfolio of the school district.

If the treasurer is unable or unwilling to carry out the duties required, it is the responsibility of the business manager to carry out the duties of the treasurer until the board treasurer is able to resume the responsibility or a new board treasurer is appointed.

The treasurer will give bond **or be covered by an insurance policy** in an amount set by the board. The cost of the bond **or insurance policy** will be paid by the school district.

Adopted: 6/70  
Reviewed: 4/13; 9/16; 10/19; 10/22  
Revised: 8/14; 8/24  
Legal Reference (Code of Iowa): §§ 12B.10; 12C; 279.3, .5, .7, .31-33, .35; 291.2-4, .6-12, .14;  
281 IAC 12.3(1); Iowa House File 2398  
IASB Reference: 206.04



## Policy 205.5 Board Member Social Media Engagement

The board sees the value in promoting the excellent work and accomplishments of the district's students and staff. Social media is one of many effective communication tools that the district may utilize. Board members have been publicly elected to govern the district and accept a fiduciary responsibility. That responsibility means board members agree to always act in the best interest of the district. For this reason, the board shall expect that individual communications and social media posts made by board members will reflect the values and decorum expected of elected officials in the school community.

All board members enjoy rights to freedom of speech under both the US and Iowa constitutions. As such, the district will not limit protected speech of any board member. Certain categories of speech are not protected and may be subject to regulation. Additionally, board members should be aware that protected speech can still subject individuals to legal liability. **Only the board president is designated as official spokesperson authorized to speak on behalf of the board.** ~~If using social media to discuss district-related matters, board members should be aware that they may be prohibited from blocking individual communications and posters based upon the content of their posts. This may constitute viewpoint discrimination, which is when a governmental actor treats speech differently based on the opinion or perspective of the speech or speaker, which is prohibited by the US and Iowa constitutions.~~ **Any postings by board members about district related matters on their individual social media accounts shall not be considered official action of the district. Official statements of the district shall be made only on district social media accounts through the designated spokesperson of the district or the entire board speaking as a governing body.**

The board as a whole and individual board members in their governance role have legal obligations to safeguard the privacy of information related to student and employee matters. Board members will refrain from posting or communicating on social media in a way that violates the district's obligation to protect the privacy of its students and employees.

Board members are uniquely positioned in the school community to be both accessible and responsive to community concerns about the effective governance of the district. As a result, the board will remember their obligation to safeguard student and employee privacy when responding to any social media posts or communications, even if the response is intended to correct information for the rest of the school community. Board members will direct concerned individuals to the appropriate district staff to address their inquiry or complaint in accordance with board policy.

Adopted: 11/23

Related Policy: 403.35

Legal Reference: §§ 21; 22; 20 USC 1417(c); 34 CFR 99.3;  
US Const Amend I, Iowa Const Art I-Sec 7; Lindke v. Freed, 601 US (2024)

IASB Reference: 200.04

**Policy 400.3**  
**Personnel Qualifications, Recruitment, and Selection**

Persons interested in a position, other than administrative positions which will be employed in accordance with board policies in Series 300 (Administration), will have an opportunity to apply and qualify for positions in the school district 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, familial status, or any other classification that is protected in accordance with the applicable equal employment opportunity and affirmative action laws, directives, and regulations of federal, state, and local governing bodies.

Job applicants for positions will be considered on the basis of the following qualifications:

1. Training, experience, and skill;
2. Nature of the occupation;
3. Demonstrated competence; and
4. Possession of, or ability to obtain, state or other license or certificate if required for the position.

All job openings will be submitted to ~~the~~ Iowa [Department of Education Workforce Development](https://www.iowa.gov/department-of-education) for posting on [TeachIowa \(teachiowa.gov\)](https://teach.iowa.gov) [lowaWORKS.gov](https://iowaworks.gov), the online state job posting system. Additional announcements of the positions may occur in a manner which the superintendent [or designee] believes will inform potential applicants about the positions.

Applications for employment may be obtained and completed online using the district's employment website or applicants may contact the office of Human Resources for assistance in completing an online application.

Administrators will follow district hiring practices to fill positions in their work area and will make recommendations to the superintendent [or designee] concerning a person's employment and possible assignment. Whenever possible, the preliminary screening of applicants will be conducted by the administrator/supervisor who will be directly supervising and overseeing the person being hired.

The board will employ licensed and unlicensed employees after receiving a recommendation from the superintendent. The superintendent, however, will have the authority to employ:

1. Classified personnel upon the recommendation of the Chief Human Resources Officer; and
2. Licensed personnel on a temporary basis based on the recommendation of the Chief Human Resources Officer until action can be taken by the board on the position.

The superintendent [or designee] will follow the requirements stated in the bargained agreement between employees in that collective bargaining unit and the school board regarding qualifications, recruitment, and selection of such employees.

Adopted: 6/70

Reviewed: 1/11; 2/14; 9/14; 12/16; 4/20; 4/23

Revised: 2/10; 12/11; 4/13; 4/16; 9/16; 8/24

Related Policy: 302.4; 303.1; 400.1-E

Legal Reference (Code of Iowa): §§ 20; 35C; 84A.6(4)(b)216; 279.13;  
281 IAC 12; 282 IAC 14; 29 USC §§ 621-634; 42 USC §§ 2000e, 12101 et seq

IASB Reference: 405.02; 411.02

*Mandatory Policy*

**Policy 400.4**  
**Limitations to Employment References**

The Linn-Mar Community School District believes in taking appropriate measures to promote the health and welfare of all students. Any school employee, volunteer, contractor, or agent shall not assist another school employee, volunteer, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative personnel files, if the individual or agency knows, or has probable cause to believe, that such school employee, volunteer, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law. **Sexual misconduct means physical or sexual abuse of students including, but not limited to, sexual or physical relationships, grooming behavior, and otherwise inappropriate relationships with students.**

This limitation does not apply if the matter has been properly reported to law enforcement and any other regulatory authorities required by law and either:

- a. The matter has been officially closed by the law enforcement agency;
- b. The individual is acquitted or otherwise exonerated of the alleged misconduct; or
- c. More than four years has passed since the case was opened and no charges or indictment have been filed.

Adopted: 4/20  
Reviewed: 4/23; 8/24  
Reference (Code of Iowa): §256; ; 281 IAC 12.3(14);  
20 USC § 7926; Iowa House File 2487  
IASB Reference: 401.06  
*Mandatory Policy*

**Policy 401.15  
Child Abuse Reporting by Licensed Personnel**

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

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

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

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

Adopted: 7/79  
Reviewed: 1/11; 12/11; 4/13; 4/23  
Revised: 9/14; 12/16; 4/20; 10/22; 3/23; 8/23; 8/24  
Related Policy: Series 401, 401.15-R; 505.52; 505.52-R  
Legal Reference (Code of Iowa): §§ 232.67-77; 232A; 235A; 280.17; 441 IAC 9.2; 155; 175  
IASB Reference: 402.02  
Mandatory Policy

## Policy 403.27

### Pay Deductions Reduction in Employee Pay

#### EXEMPT EMPLOYEES

The district provides unpaid leaves of absences to allow employees to be absent from work. As public employers, school districts are expected to record and monitor the work that employees perform and to conform to principles of public accountability in their compensation practices.

Consistent with principles of public accountability, it is the policy of the district that full-day deductions from pay are permissible in the following situations:

1. When an exempt employee is absent from work for one or more full days if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to sickness or disability;
2. When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
3. To offset compensation received when missing work for jury duty, attendance as a witness, or temporary military leave;
4. For disciplinary suspensions of one or more full days imposed in good faith for infractions of safety rules of major significance; and
5. For disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

The district is not required to pay the full salary in the initial or terminal weeks of employment for penalties imposed in good faith for infractions of safety rules of major significance or for weeks in which an exempt employee takes unpaid leave under the *Family and Medical Leave Act* (FMLA). In these circumstances either partial-day or full-day deductions may be made.

In addition, the district provides a variety of leaves of absence to allow employees to be absent from work. As a public employer, the district is expected to record and monitor the work that employees perform and to conform to principles of public accountability in its compensation practices. Therefore, it is the policy of the district that when an employee is absent from work for less than one workday the employee's pay will be reduced or the employee will be placed on leave without pay in the following circumstances:

- a. The employee has not sought permission to use paid leave for the partial-day absence;
- b. The employee has sought permission to use paid leave for the partial-day absence and permission has been denied;
- c. The employee's accrued paid leave has been exhausted; or

- d. The employee chooses to use leave without pay.

In each case in which an employee is absent from work for part of a workday, a deduction from compensation will be made or the employee will be placed on leave without pay for a period of time which is equal to the employee's absence from their regularly scheduled hours of work on that day.

### **ALL EMPLOYEES**

As a public entity, all overpayments of wages and under-deducted benefits must be collected from an employee. Payroll deductions for employees are allowable when the district has determined:

- Regular wages (including overtime) have been overpaid;
- Supplemental wages have been overpaid; and
- Benefit deductions have not occurred or need to be corrected.

If a payroll deduction is deemed necessary, a district representative will contact the affected employee to discuss repayment options.

Adopted: 4/06  
Reviewed: 3/11; 12/11; 9/14; 8/17; 6/20; 4/23  
Revised: 4/13; 8/24  
Related Policy: 403.27-R; 403.27-E  
Legal Reference: 29 USC Sec 2 13(a); 29 CFR Pt 541  
IASB Reference: 706.03  
*Mandatory Policy*

**Policy 403.27-R**

**~~Regulations Regarding Pay Deductions~~ Reduction in Employee Pay Regulation**

The district complies with all applicable laws with respect to payment of wages and benefits to employees including laws such as the *Federal Fair Labor Standards Act* and the *Iowa Wage Payment Collection Act*. The district will not make pay deductions that violate either federal or state laws.

Any employee who believes that the district has made an inappropriate deduction or has failed to make proper payment regarding wages or benefits is encouraged to immediately consult with the appropriate supervisor. Alternatively, any employee may file a formal written complaint explaining the nature of the improper deduction and the payroll dates in question with the Chief Human Resources Officer. ([Policy 403.27-E](#))

Within 15 business days of receiving the complaint, the Chief Human Resources Officer will make a determination as to whether the pay deductions were appropriate and provide the employee with a written response that may include reimbursement for any pay deductions that were not made appropriately. In the event of an error, adjustments shall be made in compensation no later than the following pay period.

This complaint procedure is available in addition to any other complaint process that also may be available to employees.

Adopted: 4/06  
Reviewed: 3/11; 12/11; 4/13; 9/14; 8/17; 6/20  
Revised: 4/23; 8/24  
Related Policy: 403.27; 403.27-E  
IASB Reference: 706.03-R(1)





**Policy 403.27-E**

**Pay Deduction Reduction in Employee Pay Complaint Form**

This form is to be used for all pay deduction complaints. Any employee who believes the district has made an inappropriate deduction is encouraged to immediately consult with their direct supervisor. The employee may also file this complaint form with the Chief Human Resources Officer explaining the nature of the improper deduction.

Name of employee: \_\_\_\_\_

Department/Building: \_\_\_\_\_

Payroll date(s): \_\_\_\_\_

Amount of improper pay deduction: \_\_\_\_\_

Explanation of improper pay deduction:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Return the signed form to:**

Linn-Mar Community School District  
Human Resources Office  
~~2999 N 10<sup>th</sup> Street~~ 3556 Winslow Road  
Marion IA 52302

## Policy 403.28

### ~~Use of Computer and Internet~~ Responsible Technology Use

Computers, electronic devices, and other technology are powerful and valuable education and research tools and, as such, are an important part of the instructional program. In addition, the school district depends upon technology as an integral part of administering and managing the school district's resources, including the compilation of data and recordkeeping for personnel, students, finances, supplies, and materials. This policy outlines the board's expectations in regard to these different aspects of the school district's technology resources. Students, staff, and volunteers must conduct themselves in a manner that does not disrupt the educational process and failure to do so may result in discipline, up to and including student discipline under all relevant district policies and discharge for employees.

All employees are responsible for maintaining systems security. Employees with access to a computer are responsible for safeguarding their passwords to ensure that no transaction takes place under that password for which they are not responsible. Under no circumstances should employees reveal their password to another individual. Passwords and encryption keys must be made available to the district's Technology Services department upon request. If a district need should arise in which it is necessary to obtain access to a specific computer in the absence of the assigned user, appropriate management authorization must be obtained. Passwords should be changed and reset when the employee returns to work.

Although employees may have their own passwords for accessing email, the Internet and computers issued to them, other district computers, and the information that is received or transmitted through them is the property of the Linn-Mar Community School District. In the case of a paid coach or paid activity sponsor who is not a regular employee who has the need to communicate with students as a representative of the district, they should use a district email account created by the Linn-Mar Technology Services department. An individual utilizing a Linn-Mar email address for the purpose of support activities must be approved by the superintendent [or designee] and will be subject to this policy and [Policy 603.12-R1](#) regarding the conduct and expectations for employees.

The district reserves the right to monitor the use of district equipment by employees and others. As the Linn-Mar Community School District is a public employer, employees should have no expectation of privacy with regard to any information contained on computers to which they have access. **The school district reserves the right to access and view any material stored on school district equipment, within district-owned software, or any materials used in conjunction with the school district's network.**

Employees with access to a school district computer will not:

- a. Download software without approval from Technology Services. Software that is approved for downloading must be registered to the Linn-Mar Community School District
- ~~b. Copy software unless authorized by Technology Services.~~
- c. Knowingly introduce a computer virus, worm, trojan horse, or any other contaminating or destructive features into the district's computers.
- d. Transmit copyrighted materials without permission. ([Policy 603.14](#))
- e. Download files from the Internet except for an express business purpose.
- f. Transmit, forward, or download material that is offensive, abusive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, inflammatory, fraudulent, or otherwise unlawful.
- g. Transmit/use email or the Internet for any purpose that is illegal, against district policy, or contrary to the Linn-Mar Community School District's best interest.
- h. Use artificial intelligence (AI) tools to access or create information that is discriminatory, constitutes bullying or harassment, share confidential or personally identifiable information of others, or access/create material that is harmful to minors, obscene, or child pornography.
- i. Disseminate the district's confidential information (such as student information, etc.) to any outside source without an express business purpose or authorization.
- j. Gamble and/or participate in fantasy sport leagues.
- k. Participate in instant messaging that is not related to the employee's work.
- l. Solicit non-district business or use district email or Internet for personal gain including outside employment, self-employment, and family-owned businesses.
- m. Write or participate in blogs or other Internet-based collaboration software that injure, disparage, and/or defame the district, its students, staff, community, and/or its employees' reputations by name or implication.
- n. Receive or forward unsolicited emails that violate district policy.
- o. Attempt to defeat any security mechanisms to gain unauthorized access to computer files or other information on the Linn-Mar Community School District's telephone systems, electronic communication systems, or information systems.
- p. Attempt to read, intercept, copy, or delete emails between other users.
- q. Post or transmit any message anonymously, under a false name, or permit any other individual to do so.
- r. Impersonate another person.
- s. Collect information about others without their consent.
- t. Establish or foster relationships that are inappropriate.

Employees may encounter information on the Internet that relates to the Linn-Mar Community School District or its services. Should such information be encountered, employees should not respond but instead should bring the

information to the attention of their immediate supervisor. The district will determine if a response is appropriate to the information.

Brief and occasional personal use of the Internet is acceptable as long as it is not excessive or inappropriate, does not occur during work time, does not violate any of the prohibitions listed above, and does not result in expenses to the Linn-Mar Community School District. The superintendent [or designee] reserves the exclusive right to determine whether any use is inappropriate, excessive, and/or violates this policy.

Adopted: 2/09

Reviewed: 12/11; 4/13; 8/17; 6/20; 4/23

Revised: 1/11; 3/13; 9/14; 8/24

Related Policy: 403.29; 403.35; 603.12; 603.12-R1-R2; 603.12-E2;  
603.13; 603.13-R; 603.14; 603.14-R; 603.16; 603.16-R

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

IASB Reference: 605.08-R(1); 713; 713-R(1)

**Policy 403.35  
Social Networking**

Electronic social networking sites will be used in accordance with board policies on bullying, harassment, work requirements, and conduct for the purpose of promoting learning and associated communication. All users of the school district's technology resources will comply with this policy as well as others impacting the use of school equipment and facilities. Failure to comply may result in disciplinary action up to and including termination, as well as suspension and/or revocation of technology access privileges.

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

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

For purposes of this policy, any website other than the school district's website or district-sanctioned websites are considered external websites. All users will not post confidential or proprietary information including photographic images about the district, its employees, students, agents, or others on any external website without **prior written** consent of the superintendent [or designee]. All users will adhere to all applicable privacy and confidentiality policies adopted by the school district when on external websites. All users will not use district logos, images, iconography, etc., on external websites. **Employees and volunteers should not connect with students via external websites without consent of the building level administrator.**

**Employees and volunteers who wish to connect with students through an Internet-based software application that is not district-approved must first obtain the prior written consent of the building administrator. At all times, no less than two licensed employees must have access to all accounts and interactions on the software application. Employees and volunteers who would like to start a social media site for school district sanctioned activities should obtain prior written consent from the superintendent.**

Employees/volunteers will not use school district time or property on external sites that are not in direct relation to their jobs. All users need to realize that the

Internet is not a closed system and anything posted on external sites may be viewed by others.

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

Adopted: 3/11

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

Revised: 9/14; 11/16; 8/17; 6/20; 8/24

Related Policy: Series 103; 403.21; 502.1; 603.12

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

IASB Reference: 713; 713-R(1)

**Policy 501.1**  
**Compulsory Attendance**

Parents within the school district who have children over age 6 and under age 16 by September 15<sup>th</sup>, in proper physical and mental condition to attend school, will have the children attend the school district at the attendance center designated by the board.

A child who has reached the age of 5 by September 15<sup>th</sup>, and who is enrolled in the school district, shall be considered to be of compulsory attendance age unless the parent/legal guardian of the child notifies the school district in writing of their intent to remove the child from enrollment in the school district.

A child who has reached the age of 4 by September 15<sup>th</sup>, and who is enrolled in the statewide preschool program under Chapter 256C, shall be considered to be of compulsory attendance age unless the parent/legal guardian of the child submits written notice to the school district implementing the program of their intent to remove the child from enrollment in the preschool program.

Students will attend school the number of days or hours school is in session in accordance with the school calendar. Students of compulsory attendance age will attend school a minimum of 90% of the approved calendar days or hours. Students not attending the minimum days or hours must be exempted by this policy as listed below or referred to the county attorney.

Exceptions to this policy include children who:

- a. Have completed the requirements for graduation in an accredited school or have obtained a high school equivalency diploma;
- b. *Are excused for sufficient reason by any court of record or judge;*
- c. Are attending religious services or receiving religious instruction;
- d. *Are unable to attend school due to legitimate medical reasons;*
- e. *Has an Individualized Education Program (IEP) that affects the child's attendance;*
- f. *Has a plan under Section 504 of the Federal Rehabilitation Act (29 U.S.C. §794) that affects the child's attendance;*
- g. Are attending an approved or probationally approved private college preparatory school;
- h. Are attending an accredited nonpublic school;
- i. Are receiving independent private instruction; or
- j. Are receiving competent private instruction.

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

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

~~The school will participate in mediation if requested by the county attorney. The Associate Superintendent [or designee] will represent the school district in mediation. The school district will monitor the student's compliance with the mediation agreement and will report violations of the mediation agreement to the county attorney.~~

Adopted: 6/70

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

Revised: 5/11; 10/17; 2/21; 10/23; 8/24

Related Policy: 501.11; 501.11-R; 601.2

Legal Reference: Iowa Code §§ 259A; 279.10-11; 299; 299.A

Iowa Senate File 2435

IASB Reference: 501.03

*Mandatory Policy*



## Policy 501.11

### ~~Student Absences – Excused~~ **Chronic Absenteeism and Truancy**

~~Regular attendance by students is essential for them to obtain the maximum opportunities from the education program. Parents/legal guardians and students alike are encouraged to ensure an absence from school is a necessary absence. Students will attend school unless excused by the principal of their attendance center.~~

~~Student absences approved by the principal are excused absences. Excused absences will count as days in attendance for purposes of the truancy law. These absences include, but are not limited to, illness, family emergencies, dental/medical appointments, recognized religious observances, and school-sponsored or approved activities.~~

~~The district believes that traditional, in-person school attendance leads to the greatest learning opportunities for students. However, there may be rare and unusual circumstances created by public emergencies declared by state or local officials which temporarily prevent students from attending traditional, in-person school. In these circumstances, the superintendent [or designee] will have discretion to make reasonable accommodations for students, on a case-by-case basis, to attend school through remote learning opportunities within the available resources of the district and as permitted by law. During approved remote learning, attendance will be taken, assessments may be administered, and grades will count towards the students' cumulative grade point average as if they were attending in person. The provision of special education and accommodations for students who have Individualized Education Programs (IEPs) or Section 504 plans will be determined by each respective IEP or Section 504 team.~~

~~Students whose absences are approved will make up the work missed and receive full credit upon completion. It is the responsibility of the student to initiate a procedure with the student's teacher to complete the work missed.~~

~~Students who wish to participate in school-sponsored activities must attend half or more of their classes the day of the activity unless permission has been given by the principal for the student to be absent.~~

~~It is the responsibility of the parent/legal guardian to notify the student's attendance center as soon as they know the student will not be attending school on that day. The principal may request evidence or written verification of the student's reason for absence.~~

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

**The district believes that traditional, in-person school attendance leads to the greatest learning opportunities for students. Students who are present in school and engaged active learners take great ownership over their educational outcomes. For this reason, it is the priority of the district to foster regular student attendance throughout the school year and reduce barriers to regular attendance for students in the district.**

**CHRONIC ABSENTEEISM/ABSENCES** means any absence from school for more than 10% of the days in the academic term, quarter/semester (block schedule format) established by the district.

**TRUANT/TRUANCY** means a child of compulsory attendance age who is absent from school for any reason for at least 20% of the days in the in the academic term, quarter/semester (block schedule format) established by the district. Truancy does not apply to the following students who:

- a. Have completed the requirements for graduation in an accredited school or have obtained a high school equivalency diploma;
- b. Are excused for sufficient reason by any court of record or judge;
- c. Are attending religious services or receiving religious instruction;
- d. Are unable to attend school due to legitimate medical reasons;
- e. Have an Individualized Education Program (IEP) that affects the child's attendance;
- f. Have a plan under Section 504 of the *Federal Rehabilitation Act* (29 U.S.C. §794) that affects the child's attendance;
- g. Are attending a private college preparatory school accredited or probationally accredited;
- h. Are excused under Iowa Code §299.22; and
- i. Are exempt under Iowa Code §299.24.

Students are subject to disciplinary action for truancy including suspension and expulsion. It is within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of truancy. Students receiving special education services will not be assigned to supervised study hall/in-school suspension unless the goals and objectives of the student's Individualized Education Program (IEP) are capable of being met.

It is the responsibility of the superintendent, in conjunction with the designated school officials, to develop administrative regulations regarding this policy. The administrative regulations will indicate the disciplinary action to be taken for truancy.

Adopted: 9/98  
Reviewed: 5/11; 3/12; 7/13; 10/14; 1/15; 10/17; 10/23  
Revised: 9/20; 8/24  
Related Policy: 501.1; 501.11-R  
Legal Reference (Iowa Code): §§ 294.4; 299; 281 IAC 12.3(4); 34 CFR Sec 300; 28 CFR Pt 35  
Iowa Senate File 2435  
IASB Reference: 501.09  
*Mandatory Policy*

**Policy 501.11-R (NEW POLICY)**  
**Chronic Absenteeism and Truancy Regulation**

Daily, punctual attendance is an integral part of the learning experience. The education that goes on in the classroom builds from day to day and absences can cause disruption in the educational progress of the absent student. Irregular attendance or tardiness by students not only limits their own studies, but also interferes with the progress of those students who are regular and prompt in attendance. Attendance is a shared responsibility that requires cooperation and communication among students, parents, and the school.

This regulation is divided into two sections: Section I addresses legal requirements related to chronic absenteeism and truancy and Section II addresses additional academic, disciplinary, and extracurricular consequences students face due to chronic absenteeism and truancy. It is important for students to recognize that chronic absenteeism and truancy impacts all these facets of their educational experience.

**SECTION I – LEGAL REQUIREMENTS**

**Chronic Absenteeism**

When a student meets the threshold to be considered chronically absent, the school official will send notice by mail or email to the county attorney where the district's central office is located. The school official will also notify the student, or if a minor, the student's parent, guardian, or legal or actual custodian via certified mail that includes information related to the student's absences from school and the policies and disciplinary processes associated with additional absences.

School officials will send notice when the student's absences meet the 10% threshold of the grading term, but before the student is deemed chronically absent.

**School Engagement Meeting**

After 10% of absences, if a student is absent from school multiple times with unexcused absences in the grading period, the school official will attempt to find the cause of the absences and start and participate in a school engagement meeting. All of the following individuals must participate in the school engagement meeting:

- The student;
- The student's parent, guardian, or legal or actual custodian if the student is an unemancipated minor; and
- A school official.

The purpose of the meeting is to understand the reasons for the student's absences and attempt to remove barriers to the student's ongoing absences; and to create and sign an absenteeism prevention plan.

**Absenteeism Prevention Plan**

The absenteeism prevention plan will identify the causes of the student's absences and the future responsibilities of each participant. The school official will contact the student and student's parent/guardian at least once per week for the remainder of the school

year to monitor the performance of the student and student's parent/guardian under the plan. If the student and student's parent/guardian do not attend the meeting, do not enter into a plan, or violate the terms of the plan, the school official will notify the county attorney.

## **SECTION II – ACADEMIC AND DISCIPLINARY REQUIREMENTS**

Students are required to be in attendance, pursuant to board policy, for a designated amount of days or hours per school year. Preschool students have a requirement of 10 hours per week of scheduled instruction, and students in kindergarten through 12th grade have a requirement of 176 per school year. The number of hours or days a student is required to be in attendance may be adjusted if their absences have been excused by the principal for illness (absences of five or more consecutive days due to illness require a doctor's note), family emergencies, doctor or dental appointment, recognized religious observances, and school sponsored or approved activities. Reasonable excuses may also include family trips or vacations approved by the building principal if the student's work is finished prior to the trip or vacation. Absences that do not fall within the categories listed above will be considered unexcused unless approved by the principal. Parents are expected to telephone the school office to report a student's absence.

If a student accumulates five unexcused absences in a class at the high school level, they may lose credit for the class if the student was previously warned at two unexcused absences that two more may result in loss of credit. Prior to imposing the loss of credit in one or more classes, the principal will provide the student an opportunity for an informal hearing.

School work missed because of absences must be made up within two times the number of days absent, not to exceed five days. The time allowed for make-up work may be extended at the discretion of the classroom teacher.

Students will remain in class until the principal makes a decision regarding loss or restoration of credit. Full credit is awarded to all assignments and test submitted that meet the teacher's specifications until a decision regarding credit has been made.

If a student loses credit, this will be recorded in the student's record as an administrative drop (AD).

A student who loses credit due to excessive absences is assigned to supervised study hall, in-school suspension, or online course work for the period(s) in which the course(s) meets or the student may be reassigned to another class or location. A student who receives an administrative drop (AD) in all courses due to unexcused absences will not be allowed to participate in any school activities until the following quarter/semester. However, the student is eligible to participate in practice if all other eligibility criteria have been met.

The administration and school counseling staff will make reasonable efforts to advise and counsel and may impose discipline upon any student approaching five unexcused absences. Such advice, discipline, and counseling is in addition to the requirements listed in Section I of this regulation and includes, but is not limited to, oral or written notices to the student and their parents, conferences with the student and parents, written contracts, or loss of non-academic privileges such as extracurricular activities, open campus, late arrival, early dismissal, or others as added by the principal.

Adopted: 8/24

Related Policy: 501.1; 501.11

Legal Reference (Code of Iowa): §§ 294.4; 299; 281 IAC 12.3(4); 34 CFR Sec 300; 28 CFR Pt 35

Iowa Senate File 2435

IASB Reference: 501.09-R(1) Option II

**Policy 501.12**  
**Student Absences – Truancy/Unexcused**

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents/legal guardians and students alike are encouraged to ensure an absence from school is a necessary absence. Students will attend school unless excused by the principal of their attendance center.

Truancy is the failure to attend school for the minimum number of days/hours established in the school calendar by the school board. Truancy is the act of being absent without a reasonable excuse. These absences will include, but not be limited to, tardiness, shopping, hunting, non-school concerts, preparation or participation in parties and other celebrations, and employment. Truancy will not be tolerated by the school board.

Students are subject to disciplinary action for truancy including suspension and expulsion. It is within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of truancy. Students receiving Special Education services will not be assigned to supervised study hall or in-school suspension unless the goals and objectives of the student's Individualized Education Program (IEP) are capable of being met.

The building principal [or designee] will investigate the cause for a student's truancy. If the principal [or designee] is unable to secure the truant student's attendance, the principal [or designee] should discuss the next step with the associate superintendent [or designee]. If after administrative action the student is still truant, the principal [or designee] will refer the matter over to the county attorney.

The school district will participate in mediation if requested by the county attorney. The associate superintendent [or designee] will represent the district in mediation. The district will monitor the student's compliance with the mediation agreement and will report violations of the mediation agreement to the county attorney.

It is the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations regarding this policy. The administrative regulations will indicate the disciplinary action to be taken for truancy.

Adopted: 9/98  
Reviewed: 5/11; 4/12; 7/13; 10/14; 1/15; 10/17; 8/24  
Revised: 9/09; 9/20; 10/23  
Related Policy: 500.1; 501.1  
Legal Reference (Code of Iowa): §§ 294.4; 299; 281 IAC 12.3(4)  
IASB Reference: 501.10; 501.10-R(1)

### Policy 502.3

#### ~~Prohibition of Tobacco/Nicotine, Alcohol, and Drugs~~ Student Substance Use

The board believes it is imperative to promote the health and wellbeing of all students in the district. The district will provide a substance use prevention program and set restrictions on substance use by students in accordance with applicable law.

The board prohibits the distribution, dispensing, manufacture, possession, use, or being under the influence of alcohol, tobacco/nicotine products, ~~or~~ other controlled substances, ~~as well as~~ or “look alike” substances that appear to be tobacco/nicotine products (~~ex: vaping, e-cigarettes, JUUL-like vaping devices, etc.~~), alcohol, or other controlled substances (ex: schedule I; schedule II-V drugs without a valid prescription) by students while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school vehicles or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if the misconduct will directly affect the good order, efficient management, and welfare of the school district. Controlled substances in this policy refers to the misuse of both licit and illicit drugs.

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

Violation of this policy by students will result in disciplinary action ~~up to and including suspension or expulsion. and a referral for substance use evaluation by a licensed substance use professional.~~ The distribution, dispensing, manufacturing, Use, purchase, or being in possession of cigarettes, tobacco/nicotine products, ~~or other tobacco products~~ for those under the age of ~~18 21 are in violation of federal, state, and local laws and~~ may be reported to the local law enforcement authorities. ~~The distribution, dispensing, manufacturing, use, purchase, possession, or being under the influence of alcohol and other controlled substances or drugs not prescribed to the user or distributor (ex: schedule I; schedule II-V drugs) are in violation of federal, state, and local laws and may also be reported to the law enforcement authorities.~~ Possession, use, or being under the influence of alcohol and/or of a controlled substance may also be reported to the local law enforcement authorities.

Students who violate the terms of this policy may be required to satisfactorily complete a substance use assistance or rehabilitation program approved by the school board. If such student fails to satisfactorily complete such a program, the student may be subject to discipline including suspension or expulsion.

The board believes the substance use prevention program will include:

- a. Age-appropriate, evidence-based substance use prevention curriculum for students in grades kindergarten through 12, which address the legal, social, and health consequences of tobacco/nicotine products, drug, and alcohol use and which provide information about effective techniques for resisting social pressure to use tobacco/nicotine products, drugs, or alcohol;
- b. A statement to students that the use of controlled substances and the unlawful possession and use of tobacco/nicotine products and alcohol is harmful to student wellbeing;
- c. Standards of conduct for students that clearly prohibit, at a minimum, the unlawful possession, use, being under the influence of or distribution of controlled substances, tobacco/nicotine products, and/or alcohol by students on school premises or as part of any of its activities;
- d. A clear statement that disciplinary sanctions, up to and including suspension or expulsion and referral for prosecution, will be imposed on students who violate the policy and a description of those sanctions;
- e. A statement that students may be required to complete a substance use evaluation to determine whether substance use disorder treatment is recommended and, if recommended, successfully complete an appropriate rehabilitation program;
- f. Information about drug and alcohol counseling and rehabilitation and re-entry programs available to students;
- g. A requirement that parents and students be given a copy of the standards of conduct and the statement of disciplinary sanctions required; and
- h. Notification to parents and students that compliance with the standards of conduct is mandatory.

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

Adopted: 6/70  
Reviewed: 3/12; 10/14; 10/17; 9/20  
Revised: 5/11; 7/13; 1/15; 3/23; 8/24  
Related Policy: 502.1; 502.2; 502.2-R; 502.3-R; 502.4; 1004.3  
Legal Reference (Code of Iowa): §§123.46; 124; 279.8-9; 453A;  
281 IAC 12.3(6), .5(3)(e), .5(4)(e), .5(5)(e); 34 CFR Pt 86  
IASB Reference: 502.07  
*Mandatory Policy*



**Policy 502.3-R**  
**Regulations Regarding Enforcement of Prohibition of Tobacco/Nicotine, Alcohol, and Drugs**

Administrative regulations enforcing [Policy 502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs](#) includes three components: prevention, intervention, and discipline.

**PREVENTION**

- a. Age-appropriate, developmentally based drug and alcohol curriculum for students in grades kindergarten through 12, which addresses the legal, social, and health consequences of tobacco/nicotine, drug and alcohol use, and which provides information about effective techniques for resisting peer pressure to use tobacco/nicotine, drugs, or alcohol;
- b. A statement to students that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful; and
- c. Standards of conduct for students that clearly prohibit, at a minimum, the unlawful possession, use, being under the influence of or distribution of illicit drugs and alcohol by students on school premises or as part of any of its activities.

**INTERVENTION**

- a. Information about drug and alcohol counseling and rehabilitation and re-entry programs available to students; and
- b. An expectation that students may be required to successfully complete an appropriate rehabilitation program if involved in substance abuse behaviors.

**DISCIPLINE**

- a. A clear statement that disciplinary sanctions, up to and including suspension or expulsion and referral for prosecution, that will be imposed on students who violate the policy;
- b. A requirement that parents and students be given a copy of the standards of conduct and the statement of disciplinary sanctions required; and
- c. Notification to parents and students that compliance with the standards of conduct is mandatory.

The board believes it must do everything within its jurisdiction to ensure the safety and well-being of students. Therefore, the administration of the district will work cooperatively with law enforcement officials, including the police department and the police department canine unit, within the utmost authority of the law to prohibit the use of tobacco/nicotine, alcohol, and drugs. The canine unit may include searches of automobiles, lockers, classrooms, and/or buildings.

Adopted: 9/98

Reviewed: 3/12; 7/13; 10/14; 1/15; 10/17; 9/20; 10/23; 8/24

Revised: 5/11; 7/13

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

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

IASB Reference: 502.07

## Policy 502.8 Weapons

The Linn-Mar Community School District Board of Directors believes weapons, other dangerous objects, and look-alikes in school district facilities cause material and substantial disruption to the school environment and present a threat to the health and safety of students, employees, and visitors on school district premises or property within the jurisdiction of the school district.

All weapons, dangerous objects, and look-alikes are prohibited to be carried, possessed, transported, or otherwise stored on school district property and to district-approved events. Exceptions to this policy include weapons carried by the following individuals in performance of their official duties:

- a. Law enforcement;
- b. Military personnel;
- c. Corrections officers;
- d. Individuals approved in writing by the superintendent; ~~and~~
- e. Students and individuals approved in writing by the superintendent who are actively engaging in a district-approved firearms safety course, hunter education course, or shooting sports activity; ~~and~~
- f. School security officers and/or school resource officers in accordance with all applicable laws.

School district facilities are not an appropriate place for weapons, dangerous objects, and look-a-likes. Weapons and other dangerous objects and look-alikes will be taken from students and others who bring them onto school district property, ~~a school district event~~, or onto property within the jurisdiction of the school district or from students who are within the control of the school district.

Parents of students found to possess weapons, dangerous objects, or look-alikes on school property are notified of the incident. Possession or confiscation of weapons, dangerous objects, or look-alikes will be reported to law enforcement officials and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms to school will be expelled for not less than ~~12 months~~ ~~one calendar year~~. The superintendent has the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of this portion of the policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; a muffler or silencer for such a weapon; any explosive, incendiary, or poisonous gas; or otherwise defined by applicable law.

~~The district shall not authorize staff members to carry firearms on school grounds in accordance with Iowa Code 724.6. Employees found in violation of this policy may be subject to discipline up to and including termination.~~

~~Weapons under the control of law enforcement officials or other individuals specifically authorized by the board are exempt from this policy. Students and individuals approved in writing by the superintendent who are actively engaging in a school district approved firearms safety course, hunter education course, or shooting sports activity are exempt from this policy. The superintendent ~~may~~ will develop an~~

administrative process or procedures to implement the policy and communicate with law enforcement relevant exemptions to this policy as appropriate.

Adopted: 12/94

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

Revised: 12/16; 9/21; 8/24

Related Policy: 502.1; 502.1-R; 502.2; 502.2-R; 502.8-R

Legal Reference (Code of Iowa): §§ 279.8; 280.21B; 483A.27(11); 724; 281 IAC 12.3(6); 18 USC § 921

IASB Reference: 502.06; 905.03

*Mandatory Policy*

**Policy 504**  
**Student Health Services**

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

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

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

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

Adopted: 2/21  
Reviewed:  
Revised: 8/23; 8/24  
Related Policy: 504.1-R  
Legal Reference (Code of Iowa): §§ 22.7; 139A.3, .8, .21; 143.1; 152; 256.7(24), .11; 280.23;  
281 IAC 12.3(4), (7), (11); 12.4(12); 12.8; 282 IAC 22; 641 IAC 7; 655 IAC 6  
Iowa Senate File 2080 and Iowa House File 2393  
IASB Reference: 607.02  
Mandatory Policy

**Policy 504.11-R  
Regulations Regarding Student Special Health Services**

Some students who require special education need special health services in order to participate in the educational program. These students will receive special health services in accordance with their Individualized Health Plan (IHP).

**A. Definitions**

Assignment and Delegation: Occurs when licensed health personnel, in collaboration with the education team, determine the special health services to be provided and the qualifications of individuals performing the health services. Primary consideration is given to the recommendation of the licensed health personnel. Each designation considers the student's special health service. The rationale **in accordance with licensed practice** for the designation is documented. If the designation decision of the team differs from the licensed health professional, team members may file a dissenting opinion **in the student's education record**.

Co-Administration: The eligible student's participation in the planning, management, and implementation of the student's special health service and demonstration of proficiency to licensed health personnel.

Educational Program: Includes all school curricular programs and activities both on and off school grounds.

Education Team: May include the eligible student, the student's parent, administrator, teacher, licensed health personnel, **and** others involved in the student's educational program, **or as described in the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973**.

Health Assessment: Health data collection, observation, analysis, and interpretation relating to the eligible student's educational program.

Health Instruction: Education by licensed health personnel to prepare qualified, designated personnel to deliver and perform special health services contained in the eligible student's health plan. Documentation of education and periodic updates are on file at school.

Individual Health Plan: The confidential, written, preplanned, and ongoing special health service in the educational program. It includes assessment, nursing diagnosis, outcomes, planning, interventions, evaluation, student goals (if applicable), and a plan for emergencies. The plan is updated as needed and at least annually. Licensed health personnel develop this written plan with collaboration from the parent or guardian, the individual's health care provider, or education team.

Licensed Health Personnel: Includes licensed registered nurses, licensed physicians, and other licensed health personnel legally authorized to provide special health services and medications under the auspices of the district.

Prescriber: Licensed health personnel legally authorized to prescribe special health services and medications.

Qualified Designated Personnel: Persons instructed, supervised, and competent in implementing the eligible student's health plan.

Special Health Services: Includes, but is not limited to, services for eligible students whose health status (stable or unstable) requires:

- a. Interpretation or intervention;
- b. Administration of health procedures and healthcare; or
- c. Use of a health device to compensate for the reduction or loss of a body function.

Supervision: The assessment, delegation, evaluation, and documentation of special health services by licensed health personnel. Levels of supervision include situations in which licensed health personnel are:

- a. Physically present;
- b. Available at the same site; or
- c. Available on call.

**B. Licensed health personnel will provide special health services under the auspices of the district. The duties of the licensed health personnel include:**

1. Participate as a member of the education team;
2. Provide the health assessment;
3. Plan, implement, and evaluate the written Individual Health Plan (IHP);
4. Plan, implement, and evaluate the special emergency health services;
5. Serve as a liaison and encourage participation and communication with health service agencies and individuals providing health care;
6. Provide health consultation, counseling, and instruction with the eligible student, the student's parent, and the staff in cooperation and conjunction with the prescriber;
7. Maintain a record of special health services. The documentation includes the eligible student's name, special health services, prescriber or person authorizing, date and time, signature and title of person providing the special health services, and any unusual circumstances in the provision of such services;
8. Report unusual circumstances to the parent, school administration, and prescriber;
9. Assign and delegate to, instruct, provide technical assistance, and supervise qualified designated personnel; and
10. Update knowledge and skills to meet special health service needs.

**C. Prior to the provision of special health services the following will be on file:**

1. Written statement by prescriber detailing the specific method and schedule of the special health services, when indicated;
2. Written statement by the student's parent requesting the provision of the special health services;
3. Written report of the preplanning staffing or meeting of the education team; and
4. Written Individual Health Plan (IHP) available in the health record or integrated into the Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP).

**D. Licensed health personnel, in collaboration with the education team, will determine the special health services to be provided and the qualifications of individuals performing the special health services. The documented rationale will include the following:**

1. Analysis and interpretation of the special health service needs, health status stability, complexity of the service, predictability of the service outcome, and risk of improperly performed service;
2. Determination that the special health services, tasks, procedures, or function is part of the designated person's job description;
3. Determination of the assignment and delegation based on the student's needs **and qualifications of school personnel performing the health services;**
4. Review of the designated person's competency; and
5. Determination of initial and ongoing level of supervision, **monitoring, and evaluation** required to ensure quality services.

**E. Licensed health personnel will supervise the special health services, define the level **and frequency** of supervision, and document the supervision.**

**F. Licensed health personnel will instruct qualified, designated personnel to deliver and perform special health services contained in the eligible Individual Health Plan (IHP).** Documentation of instruction, written consent of ~~non-~~ **administrative** personnel ~~to perform the service,~~ **as required in Iowa Code 280.23,** and periodic updates are on file at school.

**G. Parents will provide the usual equipment, supplies, and necessary maintenance for such, unless the district is required to **provide the equipment, supplies, and maintenance** ~~do so~~ under the *Individuals with Disabilities Education Act (IDEA)* or *Section 504 of the Rehabilitation Act of 1973*.** The equipment is stored in a secured area. The personnel responsible for the equipment are designated in the Individual Health Plan (IHP). The IHP will designate the role of the school, parents, and others in the provision, supply, storage, and maintenance of necessary equipment.

~~H. For students eligible under the IDEA and/or Section 504, the special school health services provided under these regulations will also comply with any additional or differing requirements imposed by the IDEA and/or Section 504.~~

Adopted: 2/96

Reviewed: 4/11; 4/12; 7/13; 10/14; 11/17; 12/20

Revised: 8/02; 10/23; 8/24

Related Policy: 504.11

IASB Reference: 507.08-R(1)



**Policy 602.1**  
**Basic Instruction Program**

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

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

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

The basic instruction program of students enrolled in grades 1 through 6 will include English language arts, social studies, mathematics, science, health, human growth and development, physical education, traffic safety, music, and visual arts and computer science. Computer science will be offered during at least one grade level.

The basic instruction program of students enrolled in grades 7 and 8 will include English language arts, social studies **including instruction related to civics**, mathematics, science, health, human growth and development, family and consumer science, career, technology education, physical education, music, visual arts, world languages, and computer science. Computer science will be offered during at least one grade level.

The basic instruction program of students enrolled in grades 9 through 12 will include English language arts (6 units), social studies (5 units), mathematics (6 units), science (5 units), health (1 unit), physical education (1 unit), fine arts (3 units), foreign language (4 units), financial literacy (1/2 unit), vocational education (12 units), and computer science (1/2 unit).

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

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

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

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

It is the responsibility of the superintendent [or designee] to develop administrative regulations stating the required courses and optional courses for early childhood, junior kindergarten, kindergarten, grades 1 through 6, grades 7 and 8, and grades 9 through 12.

Adopted: 6/70  
Reviewed: 6/11; 1/18; 2/24  
Revised: 7/12; 9/13; 4/15; 9/19; 2/21; 6/21; 8/24  
Legal Reference (Code of Iowa): §§216.9; 256.11; 279.8; 280.3-14;  
281 IAC 12.5, .11; 20 USC § 1232h; 34 CFR Pt 98  
IASB Reference: 603.01

**Policy 602.19 (New Policy)  
Postsecondary Education Counseling**

The district believes in the importance of education to shape the lives of all students. Some students may consider postsecondary education and training beyond their secondary education and have questions related to the cost of education programs and the future employability of graduates. It is valuable for students who express an interest in postsecondary education to make informed decisions related to their future options.

The district will ensure that students in grades 11 and 12 who express interest in postsecondary education will be provided with basic information to assist in their decision making. This information includes, but may not be limited to:

- a. A link to the annual report published by the State Board of Regents pursuant to Iowa Code 262.9(38); and
- b. A link to the Iowa Student Outcomes internet site maintained by the Department of Education.

If the district employs a college and career transition counselor, this staff member will provide the information to interested students. If the district does not employ this type of counselor, the superintendent [or designee] will designate a staff member to ensure this information is provided to interested students.

Adopted: 8/24  
Related Policy: 602.18  
Legal Reference (Code of Iowa): §§ 279  
Iowa House File 2615  
IASB Reference: 603.12

## Policy 602.23

### Open Enrollment **Transfers** – Procedures as a Receiving District

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

The school board will take action on the open enrollment request ~~at the next regular board meeting~~ no later than June 1<sup>st</sup> in the year preceding the first year desired for open enrollment. 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 parents ~~within five days~~ of the school ~~board's decision~~ district's action to approve or deny the open enrollment request.

Open enrollment requests into the school district will not be approved if insufficient classroom space exists. Open enrollment requests into the school 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. ~~The district reserves the right to deny continued open enrollment to any student who meets the definition of truant. The district will notify the truant student's parent or guardian and district of residence of the decision to deny enrollment in the future in accordance with applicable laws.~~

Open enrollment requests into the school 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 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 school district are considered in the order received by the school 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 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 **or superintendent [or designee]** 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.~~

**A receiving district may send school vehicles into the sending district's boundaries to transport students to and from school in the receiving district if the total enrollment of the student's resident district is less than 2,000 students, the student's resident district is contiguous to the receiving district, and the student's resident district has sent school vehicles into the receiving district pursuant to Iowa Code 282.18(8)(b)(1).**

An open enrollment request into the district from parents of a student receiving special education services is reviewed on a case-by-case basis. The determining factors for approval of such an open enrollment request will be whether the special education program available in the school district is appropriate for the student's 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 services will remain in the sending district until final determination is made. For students requiring special education, the receiving district will complete and provide to the resident district the documentation needed to seek Medicaid reimbursement for eligible services.

The policies of the school district will apply to students attending the school district under open enrollment.

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; 2/24; 8/24  
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  
Iowa House File 2278; Iowa Senate File 2435  
IASB Reference: 501.15  
*Mandatory Policy*

## Policy 602.24

### Open Enrollment **Transfers** – 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~~ no later than March 1<sup>st</sup> in the school year preceding the first year desired for open enrollment. This notice is made on forms provided by the Iowa Department of Education. The forms are available at the Linn-Mar ~~Learning Resource Center~~ district office or via the district website ([www.Linnmar.k12.ia.us](http://www.Linnmar.k12.ia.us)).

Parents of children who will begin kindergarten in the school district are exempt from the open enrollment March 1<sup>st</sup> deadline. 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 by September 1<sup>st</sup>. Parents who have good cause as defined by law for failing to meet the March 1<sup>st</sup> deadline may make an open enrollment request by September 1<sup>st</sup> unless another deadline applies.

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~~ start of the school year. 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.

~~Subject to applicable laws,~~ the board ~~will not~~ may 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 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 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.

Adopted: 3/99

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

Revised: 6/11; 9/21; 10/22; 2/24; 8/24

Related Policy: 501.9-10; 602.2-3; 602.7; 602.23; 602.25-26

Legal Reference (Code of Iowa): §§ 139A.8; 274.1; 279.11; 281.1, .3, .8, .18; 299.1; 281 IAC 17

Iowa House File 2278; Iowa Senate File 2435

IASB Reference: 501.14

*Mandatory Policy*

**Policy 603.12  
Technology and Instructional Materials**

The school board supports the use of innovative methods and the use of technology in the delivery of the education program. The board encourages employees to investigate efficient and effective ways to utilize technological advances as a part of the curriculum and instruction practices.

The superintendent [or designee] is responsible for developing guidelines to monitor the use of technology. Any objections to materials used as a result of **instructional** technology will be processed under Linn-Mar board policies [602.27](#), [602.27-R](#), [602.28](#), [602.29](#), [602.29-R](#), and [602.29-E](#).

It is the responsibility of the superintendent [or designee] to develop a plan for the use of technology in the curriculum and to evaluate it annually. The superintendent [or designee] will report the results of this evaluation to the board and make a recommendation regarding the use of technology in the curriculum.

Adopted: 8/89  
Reviewed: 7/11; 9/12; 10/13; 2/15; 4/18; 6/21; 2/24  
Revised: 1/10; 8/24  
Related Policy: 602.27; 602.27-R; 602.28-29; 602.29-R; 602.29-E; 603.12-R1-R2; 603.12-E1  
Legal Reference (Code of Iowa): §§ 279.8; 281 IAC 12.3(12), 12.5(10), .5(17)  
IASB Reference: 605.04  
*Mandatory Policy*



## **Policy 603.16 Artificial Intelligence in the Education Environment (New Policy)**

The district believes that to adequately prepare modern learners for the future, advances in technology should first be explored within the education environment. At its most simple, generative artificial intelligence ((AI)) is automation based on association. (AI) tools analyze large amounts of information and detect patterns using that information to draw a conclusion. The (AI) tools then improve the conclusions drawn based upon additional data reviewed, patterns found, and prior conclusions drawn. Generative (AI) for the education environment has the potential to automate classroom organizational tasks, enhance individualized student learning, teaching, assessment of student learning, and even enhance research and professional development for educators.

However, generative (AI) tools can be vulnerable to inaccuracy in some significant ways. (AI) tools can have bias on how the tools detect patterns, detect patterns/draw conclusions based on inaccurate data, and may not be fully accessible to students to differing abilities. It is valuable for students to understand the potential uses and limitations of this imperfect technology in an educational environment where (AI) tools have been carefully selected and are monitored and reviewed within appropriate guidelines. For this reason, human oversight and decision making must lead the selection, use, and review of (AI) tools in the education environment.

Only humans can verify the accuracy of (AI) tools and apply proper context to any information generated from them. (AI) tools will never be the sole determining factor used to make decisions related to student learning, assessment, academic integrity, and behavior. All decisions must be made by appropriate licensed staff and based upon a holistic analysis of available evidence.

Privacy must be protected when using generative (AI) tools. (AI) draws conclusions based on analysis of data. No personally identifiable information about other students or staff will be shared with (AI) tools, without prior written consent from the parent or guardian of the student, or from the student/staff if applicable. Permission must be granted prior to students using open-source (AI) tools that may share information outside the tool itself, and with any entities outside the control of the privacy terms and conditions of the (AI) tool.

Use of (AI) tools by students and staff will be at all times appropriate to the educational environment and subject to all applicable laws, regulations, and policies. This includes but is not limited to the *Family Education Rights and Privacy Act*, *Children's Internet Protection Act*, and the *Children's Online Privacy Protection Rule*; as well as district policies on student conduct, copyright protections, student records, personnel records, bullying and harassment, and staff/student expression.

The superintendent, working in collaboration with relevant staff, will develop regulations necessary to carry out the intent of this policy.

## Policy 603.16-R Artificial Intelligence in the Education Environment Regulation (New Policy)

### SELECTION OF (AI) TOOLS

(AI) tools will be vetted by relevant stakeholders including, but not limited to, the district's IT staff and, when related to student learning or assessment, by the curriculum director. Decisions to use (AI) tools should be focused on:

- a. Protection of Students: Any (AI) tools used in the district must comply with the requirements to safeguard students from accessing material that is obscene, child pornography, and harmful to minors.
- b. Privacy: Personally identifiable information of students will not be shared without necessary written consents. Further, any (AI) tools utilized must meet the requirements of the school official exemption listed in FERPA, described in [Policy 703.1](#), and comply with the terms of service of the (AI) tools.
- c. Accessibility: Is the tool available to students of all abilities? If not, what comparable alternatives will be offered to ensure an equitable learning environment for all students?
- d. Accuracy: To the extent reasonable, the (AI) tool should be both reliable and unbiased in its pattern recognition, and data used by the tool should be verified for accuracy.
- e. Transparent and Interruptible: Student use of (AI) tools must be able to be monitored by licensed staff to safeguard the appropriateness of the learning experience for the student and monitor for accuracy of the (AI) tool.

### ACADEMIC INTEGRITY

Use of (AI) in research and graded work by students must include proper source citations. Copyright protections must be strictly adhered to. Students who f(AI)l to comply with these requirements may face discipline as stated in relevant district policies.

### APPROPRIATE USE

Prior to using (AI) tools, classroom teachers will clearly state how (AI) tools may be used to engage in and complete educational tasks and assignments. Classroom teachers will establish appropriate parameters for (AI) tool usage and will monitor student use of (AI) tools as appropriate.

### PROHIBITED USES

Students and staff will not use (AI) tools to access or create information that is discriminatory, constitutes bullying or harassment, shares confidential or personally identifiable information of others, or access/create material that is harmful to minors, obscene, or child pornography. Any violation of this regulation will be treated as a violation of relevant district policies and may be subject to loss of access to the (AI) tool, and further discipline.

**Policy 605.5**  
**Student Promotion, Retention, Acceleration**

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

**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.

For students in grades kindergarten through sixth, if a student is not reading at proficiency according to state assessments, the district will notify a student's parent or guardian of the student's reading proficiency and the option for parents to request that the student be retained in the student's current grade level for the subsequent school year. The district is prohibited from promoting a student to the next grade level if the student is not reading proficiently and the student's parent or guardian requests the student be retained at their current grade level for the next year.

Any student or parent who is not satisfied with the decision of the district's professional staff may seek recourse through [Policy 502.12](#).

Adopted: 6/85

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

Revised: 1/10; 10/13; 2/24; 8/24

Related Policy: 502.12

Legal Reference (Code of Iowa): §§ 256.11, .41; 279.8, .68; 281 IAC 12.5(16)

IASB Reference: 505.02

**Policy Series 700 – Auxiliary Services**  
**Nutrition Services Program**



**Policy 702.1**  
**Nutrition Services Program**

The school district will operate a school lunch and breakfast program in each attendance center under the guidelines of the USDA. The Nutrition Services Program will include breakfast and lunch through participation in the National School Lunch Program and the School Breakfast Program. Students may bring their lunches from home and purchase milk or juice and other incidental items.

Nutrition Services facilities are provided to serve students and all school personnel when school is in session and during school-related activities. These facilities may also be used by other groups deemed appropriate and acceptable by the superintendent [or designee] and under the supervision of the Nutrition Services manager. If other groups use school facilities and require the use of kitchen equipment, a Nutrition Services employee must be present. The cost of providing the Nutrition Services employee will be reimbursed by the group. In addition, a maintenance rental fee may be required as determined by [Policy 1004.1](#), and the related administrative regulations (Policies [1004.1-R1](#) and [1004.1-R2](#)).

The Nutrition Services Program is operated on a nonprofit basis. The revenues of the Nutrition Services Program will be used only for paying the regular operating costs of the Nutrition Services Program. Supplies of the Nutrition Services Program will only be used for the Nutrition Services Program. The board will set, and periodically review, the prices for school lunches and breakfast. It is the responsibility of the superintendent [or designee] to make a recommendation regarding the prices of school lunch, breakfast, and milk. Prices will be determined per USDA regulations in accordance with federal and state laws.

District tax funds may be used to provide necessary physical plant facilities, purchase the equipment necessary for the establishment of Nutrition Services in new or existing buildings, replace major items of equipment, and payment for labor over and above revenue from the sale of meals to students and adults.

The Nutrition Services Program will be under the direction of a Nutrition Services manager who will establish and maintain a central record system; prepare menus; develop standards; initiate purchasing; recommend personnel for employment, promotion, or dismissal; and conduct in-service training programs.

It is the responsibility of the Nutrition Services manager to administer the program and to provide the superintendent and the Board of Education an annual report on the functioning of the Nutrition Services Program.

The district shall comply with all federal and state laws and regulations required for procurement, including the selection and evaluation of contractors. The

superintendent [or designee] is responsible for developing the administrative process to implement this policy including, but not limited to, procedures related to suspension and debarment for transactions subject to those requirements; and prohibitions on purchasing food products misbranded as meat or egg products or cultivated-protein food products in accordance with applicable laws.

Adopted: 6/70

Reviewed: 10/12; 11/13; 9/21; 2/24

Revised: 10/10; 9/11; 4/15; 4/16; 8/17; 11/18; 8/24

Related Policy: 702.1-R1-R2; 702.1-E1-E2; 803.1-R2; 1004.1

Legal Reference (Code of Iowa): Ch 283A; 281 IAC 58;

42 USC §§ 1751 et seq; 7 CFR Pt 210 et seq

IASB Reference: 710.01

*Mandatory Policy*

## **Policy 901.5 Educational Specifications for Buildings & Sites**

Buildings and sites considered for purchase or construction by the board or currently owned by the school district and used for the education program must meet, or upon improvement be able to meet, the specifications set by the board.

Prior to remodeling or other construction of buildings and sites, the superintendent may appoint a committee of consultants, employees, citizens, or others to assist the board in developing the specifications for the new or improved buildings and sites. These specifications will be consistent with the education program, and they will provide the architect with the information necessary to determine what is expected from the facility.

The education specifications will include, but not be limited to, the financial resources available for the project, the definition and character of the facility, the functional use to be made of the facility, a description of specialized needs, and other pertinent information as the board deems necessary.

The district will publish on the district website information related to the square footage of each school building owned by the district, enrollment capacity of each attendance center owned by the district, how the building is currently utilized by the district, and school buildings owned by the district that are vacant.

It is the responsibility of the superintendent [or designee] to make a recommendation to the board regarding the specifications of buildings and sites.

Adopted: 6/70  
Reviewed: 1/14; 2/19  
Revised: 11/12; 5/15; 4/22; 8/24  
Related Policy: 801  
Legal Reference (Code of Iowa): §§ Ch 26; 280.3, .14; 297; 544A  
Iowa Senate File 2368  
IASB Reference: 801.03

## Policy 902.9 Lease, Sale, or Disposal of School District Buildings & Sites

Decisions regarding the lease, sale, or disposal of school district real property are made by the board. In making its decision, the board will consider the needs of the education program and the efficient use of public funds.

~~Prior to the board's final decision regarding~~ Before the board may authorize disposition of real property by sale, gift, or lease for a period of more than one year, ~~of any value,~~ a public hearing ~~must will~~ be held. The board will adopt a resolution announcing the proposed sale which will contain notice of the time and place of the public hearing and the description of the property or locally known address. Notice of the time and place of the public hearing will be published at least once, but not less than 10 days and not more than 20 days, prior to the hearing date. Upon completion of the public hearing, the board may ~~dispose~~ authorize disposition of the property in accordance with the proposal reviewed during the public hearing.

The board may market and authorize the sale of any student constructed buildings by any procedure recommended by the superintendent and authorized by the board, and the public hearing requirement contained in this policy will not apply to the sale of student constructed buildings. The public hearing requirement in this policy will also not apply to the lease of school district real property for a period of one year or less or to the lease of a portion of an existing school building for any term.

If the real property contains less than two acres, is located outside of a city, is not adjacent to a city, and was previously used as a schoolhouse site; the property may revert to the owner of the tract from whom the property was taken following the procedures set forth in Iowa Code §§ 297.15-25.

~~In the case of a sale or lease of school district real property not being used for the education program, unless otherwise exempted, advertisements for bids will be taken. If the bids received by the board are deemed inadequate, the board may decline to sell or lease the property and re-advertise.~~ The board will not enter into an agreement to prohibit the sale of real property to other educational institutions as defined in Iowa Code Chapter 297.24. If the board offers to sell real property that includes a building or structure, and an educational institution offers to purchase the real property for a purchase price that represents the highest bid the board received, the board will sell the real property to the other educational institution for such purchase price.

In the case of the razing of a school district facility, in an amount in excess of the statutory minimum required by law, the board will advertise and take bids or



quotes as may be required and defined by Iowa Code Chapter 26 for the purpose of awarding the contract for the project.

The superintendent [or designee] is responsible for coordinating the action necessary for the board to accomplish the lease, sale, or disposal of school district real property ~~including student constructed buildings~~. It will also be the responsibility of the superintendent [or designee] to make a recommendation to the board regarding the use of school district real property not being utilized for the education program.

Adopted: 6/09  
Reviewed: 1/11; 1/14; 4/22  
Revised: 5/15; 2/19; 8/24  
Related Policy: 704; 705.1; 803  
Legal Reference (Code of Iowa): §§ 26; 297.15-.25  
Iowa Senate File 2368  
IASB Reference: 803.02

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

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

Persons failing to abide by this policy are required to dispose of the prohibited item(s) or leave the district premises immediately.

~~The distribution, dispensing, manufacturing, possession, and use of alcohol or controlled substances (ex: schedule I drugs; schedule II-V drugs without a valid prescription) are in violation of federal, state, and local laws and may be reported to law enforcement authorities.~~ **Use, purchase, or being in possession of tobacco/nicotine products for those under the age of 21 may be reported to the local law enforcement authorities. Possession, use, or being under the influence of alcohol and/or of a controlled substance may also be reported to the local law enforcement authorities.**

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

Adopted: 4/14  
Reviewed: 6/15; 7/19; 7/22  
Revised: 3/23; 8/24  
Related Policy: 403.4; 403.5; 502.3  
Legal Reference (Code of Iowa): §§ 142D; 279.8-9; 297; 20 USC 608  
IASB Reference: 905.02

Sponsoring Group	Activity	Contact	Start Date	End Date	Est. Profit	Purpose of Funds	Board Approval Date
Orchestra	Program Ads	J. Reznicow	10/1/2024	6/1/2025	\$3,500.00	guest artists, instruments, equipment	8/12/2024
	Driven Coffee	J. Reznicow	10/1/2024	6/1/2025	\$4,500.00	clinicians, guest artists, equipment	8/12/2024
Wrestling	Devel. Tourney	D. Streicher	12/1/2024	12/20/2024	\$1,500.00	coach clinic, awards, equipment, uniforms, charter bus	8/12/2024
	Donnybrook	D. Streicher	12/1/2024	12/20/2024	\$1,500.00	coach clinic, awards, equipment, uniforms, charter bus	8/12/2024
	Competition Tourney	D. Streicher	1/6/2025	1/31/2025	\$6,000.00	coach clinic, awards, equipment, uniforms, charter bus	8/12/2024
Basketball - Girls	Apparel Sale	C. Tompkins	10/01/24	11/30/24	\$1,000.00	coach contract, Hudl app	8/12/24
	Poster	C. Tompkins	11/01/24	11/30/24	\$250.00	poster purchase	8/12/24
	Youth Camp	C. Tompkins	06/01/25	6/30/25	\$4,000.00	coach contract, Hudl app	8/12/24
Athletic Department	Bound Online Donations	T. Moe	09/01/24	8/31/25	\$5,000.00	uniforms, charters, coaches, equipment	8/12/24



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## BOARD OF DIRECTORS MINUTES JULY 8, 2024

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### **100: CALL TO ORDER & DETERMINATION OF A QUORUM**

The meeting of the Linn-Mar Board of Directors was called to order at 5:00 PM at Marion City Hall (1225 6<sup>th</sup> Avenue, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Lowe Lancaster, Morey, Thomas, Walker, and Wall. Administration present: Kortemeyer, Galbraith, Frick, Ramos, and Nelson. Absent: Wear and Christian.

### **200: ADOPTION OF AGENDA – Motion 001-07-08**

**MOTION** by Morey to approve the agenda as presented. Second by Thomas. Voice vote, all ayes. Motion carried.

### **300: AUDIENCE COMMUNICATIONS**

No communications were received.

### **400: INFORMATIONAL REPORTS/UPDATES/DISCUSSIONS**

#### **401: Marion City Council**

Director Wall reported that during the June 6<sup>th</sup> Marion City Council meeting the City approved the School Resource Officer agreement for Officer Tom Daubs. Director Morey reported that during the June 20<sup>th</sup> meeting the City approved the final plat of Echo Hill Ridge Estates located north of Echo Hill Road and west of Alburnett Road. Director Thomas reported that during the July 2<sup>nd</sup> meeting the City discussed options (underpass or bridge) to connect the neighborhoods on the east side of Highway 13 to the west side of Highway 13 and a possible traffic signal or roundabout. Thomas also reported the City approved a revised preliminary plat for Sycamore Heights, which is located north of 35<sup>th</sup> Avenue and east of 44<sup>th</sup> Street.

#### **402: Superintendent's Update – Exhibit 402.1**

Superintendent Kortemeyer reported on various district honors, current efforts for recruitment of staff and marketing of open positions, reviewed her recent meeting opportunities, welcomed three new administrators (Abbie Parker, Chris Fechner, and Jay Lehman), and reviewed current facility construction projects.

### **500: UNFINISHED BUSINESS**

**600: NEW BUSINESS**

**601: Transfer of Funds – Exhibit 601.1 – Motion 002-07-08**

**MOTION** by Wall to transfer \$23,370.47 from the General Fund to the Student Activity Fund to cover purchases which occurred between July 1, 2023, and June 30, 2024; for protective and safety equipment for extra-curricular/interscholastic contests or competitions. Second by Walker. Voice vote, all ayes. Motion carried.

**602: Open Enrollment Requests – Motion 003-07-08**

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

	<b>Student Name</b>	<b>Grade</b>	<b>Resident District</b>
<b>Approved IN</b>	Garlapati, Charumathi	K	Cedar Rapids
	Johnson, Kohen	2 <sup>nd</sup>	Cedar Rapids
	Koppen, Hannah	2 <sup>nd</sup>	Cedar Rapids
	McDonnell, Clairra	K	Cedar Rapids
	Moore, Allison	11 <sup>th</sup>	Cedar Rapids
	Samuelson, Elias	JrK	Cedar Rapids
	Sloan, Ja'Mari	JrK	Cedar Rapids

<b>Denied IN</b>	<b>Student Name</b>	<b>Grade</b>	<b>Resident District</b>	<b>Reason</b>
	Lammers, Levi	7 <sup>th</sup>	Cedar Rapids	Insufficient Space

**603: Legislative Priorities Discussion – Exhibits 603.1-2 – Motion 004-07-08**

President Buchholz facilitated a discussion on the board’s legislative priorities for 2024-25. Board members shared their initial thoughts on carrying over the 2023-24 legislative priorities or selecting different priorities to focus on for 2024-25. Board members will share their selections with President Buchholz and a final determination will be made during the August 12<sup>th</sup> board meeting for submission to IASB by August 19<sup>th</sup>.

**604: Strategic Plan Discussion – Exhibit 604.1 – Motion 005-07-08**

Superintendent Kortemeyer facilitated a discussion on the district’s Strategic Plan regarding the short-term goals for 2024-25. Board members requested an update on meeting the 2023-24 short-term goals and shared initial comments on the proposed changes. An update on the 2023-24 short-term goals and additional conversation on the 2024-25 short-term goals will occur at the August 12<sup>th</sup> board meeting.

**605: First Reading of Title IX Policy Recommendations – Exhibit 605.1**

**MOTION** by Wall to approve the first reading of board policies 104.4 [and corresponding regulations and exhibits], 504.15 [with the change in wording from guidance counselor to school counselor], and 805.2 in accordance with the regulations implementing Title IX, which is a federal law, with an effective date of August 12, 2024, to align with the next regular board meeting and the second reading by the board. These policies shall replace board policies 104.3 and 805.2, which shall be automatically rescinded following approval of these board policies. Should the new Title IX rule become enjoined in Iowa by court order at any time after approval of these policies [and any corresponding regulations and exhibits], the polices and the

accompanying regulations and exhibits shall be automatically suspended and the prior Title IX policies and regulations currently in effect as of June 2024 shall be immediately reinstated until further board action. Second by Walker. Voice vote, all ayes. Motion carried. – **Motion 006-07-08**

**700: CONSENT AGENDA – Motion 007-07-08**

**MOTION** by Morey to approve the consent agenda as presented. Second by Thomas. Director Buchholz congratulated the retirees. Director Foss thanked the summer band instructors. Voice vote, all ayes. Motion carried.

**701: Personnel**

**Certified Staff: Assignments/Reassignments/Transfers**

Name	Assignment	Dept Action	Salary Placement
Brown, Amanda	BP: Student Support Services Teacher	8/16/24	BA, Step 5
Callahan, Megan	Recall from RIF: BP 5 <sup>th</sup> Gr Teacher	8/16/24	Same
Dobney, Faith	Recall from RIF: LG 4 <sup>th</sup> Gr Teacher	8/16/24	Same
Fairley, Carrie	From LG 4 <sup>th</sup> Gr to IC Reading Teacher	8/16/24	Same
Neighbor, Jenna	OR: From FCS to 8 <sup>th</sup> Gr Math Teacher	8/16/24	Same
Stanner, Laura	EX: 7 <sup>th</sup> /8 <sup>th</sup> Gr Literacy Teacher	8/13/24	MA+15, Step 17
Toppert, Fynnley	LMHS: Compass Teacher	8/13/24	BA, Step 1
Vissek, Kara	EH: Student Support Services Teacher	8/13/24	MA, Step 8

**Certified Staff: Resignations**

Name	Assignment	Dept Action	Reason
Becker, Kristin	OR: 8 <sup>th</sup> Gr Math Teacher	6/26/24	Other employment
Bushlack, Betsy	BP: 5 <sup>th</sup> Gr Teacher	6/7/24	Other employment

**Classified Staff: Assignments/Reassignments/Transfers**

Name	Assignment	Dept Action	Salary Placement
Alger, Donna	BP: Building Secretary	8/1/24	LMSEAA C, Step 1
Caton, Megan	NS: NE from General Help to Lead Cook	8/14/24	SEIU A+.25, Step 1
Chayer, Megan	NE: From Gen Ed Asst to Paraprofessional	8/19/24	LMSEAA B, Step 2
Crosser, Tammy	NS: EX from Cashier to Lead Cook	8/14/24	SEIU A+.25, Step 1
Hatcher, Angela	NS: OR General Help/Cashier from 4 to 7 hours/day	8/14/24	SEIU A+.25, Step 1
Herdlicka, Peggy	NS: NE General Help	8/14/24	PTNS, Step 2
Katragadda, Veena	EX: Student Support Associate	8/19/24	LMSEAA A, Step 1
Kern, Danielle	EH: From SSA to Early Childhood Para	8/19/24	LMSEAA B, Step 2
Knoke, Rebecca	LMHS: Student Support Associate	8/19/24	LMSEAA A, Step 1
Kularni, Usha	From OR Media Asst to LMHS ELL Assoc	8/19/24	LMSEAA A, Step 3
Mikkelson, Robert	LMHS: Student Support Associate	8/19/24	LMSEAA A, Step 1
Navarro, Gleidi	NS: LMHS General Help	8/14/24	PTNS, Step 2
Nebel, Lynda	NS: OR General Help/Cashier from 7.5 to 4 hours/day	8/14/24	Same
Patton, John	LMHS: Student Support Associate	8/19/24	LMSEAA A, Step 1
Pienkos, Katrina	EX: Student Support Associate	8/19/24	LMSEAA A, Step 1
Strong, Kari	WE: From Gen Ed Asst to SSA	8/19/24	LMSEAA A, Step 5
Ziolkowski, Robert	TR: From Bus Driver to Equip Prep Tech	6/10/24	SEIU D, Step 10

**Classified Staff: Resignations**

<b>Name</b>	<b>Assignment</b>	<b>Dept Action</b>	<b>Reason</b>
Brewer, Marcie	OR: Student Support Associate	6/5/24	Personal
Green, Nicole	IC: Paraprofessional	6/12/24	Other employment
Hoover-Grinde, Ian	AC: Aquatic Instructor	6/3/24	Relocation
Huffman, Cammy	IC: Student Support Associate	6/11/24	Other employment
Jones, Terrianna	LMHS: Student Supervisor	5/30/24	Other employment
Klimes, Cherie	BP: Student Support Associate	6/12/24	Retirement
Manternach, Nicole	WE: Student Support Associate	6/7/24	Other employment
Morgan, Theresa	BP: Building Secretary	8/16/24	Retirement
Schilling, Myah	OR: Student Support Associate	6/3/24	Other employment
Wahler, Chris	LG: Custodian	6/6/24	Relocation

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

<b>Name</b>	<b>Assignment</b>	<b>Dept Action</b>	<b>Salary Placement</b>
Anderson, David	BP: Summer Band Lessons	6/3/24	\$5,008.68
Bolinder, Kiley	OR: Asst 8 <sup>th</sup> Gr Volleyball Coach	8/1/24	\$3,123
Bradley, Rylie	LMHS: From Asst to Head JV Poms Coach	8/12/24	\$3,514
Brown, Katie	Student Services: At-Risk Sponsor	6/1/24	\$212.50
Bryant, Judy	Student Services: At-Risk Sponsor	6/1/24	\$175
Burton, Elizabeth	Student Services: At-Risk Sponsor	6/1/24	\$212.50
Callahan, Megan	LMHS: Show Choir/Musical Choreographer	6/5/24	\$1,781
Davies, Mike	LMHS: Percussion Instructor	8/1/24	\$1,952
Davies, Mike	EX: Summer Band Lessons & Band Camp	6/3/24	\$3,625.80
Dalton, Michelle	Student Services: At-Risk Sponsor	6/1/24	\$225
DeVries, Tamara	Student Services: At-Risk Sponsor	6/1/24	\$750
Dupree, Brett	OR: Summer Band Lessons	7/1/24	\$1,082.52
Finchum, Grady	LMHS: Career & Tech Service Org Sponsor	8/20/24	\$5,856
Green, Justin	BW: Running Club Sponsor	5/30/24	\$500
Hackett, Jacqueline	OR: Head 8 <sup>th</sup> Gr Volleyball Coach	8/1/24	\$3,514
Hayes, Beth	ESY: Facilitator	6/3/24	\$5,000
Kelly, Sam	HP: Summer Band Lessons	6/3/24	\$5,000.30
Kraeplin, Amy	BP: Summer Band Lessons	6/3/24	\$1,858.56
Kratzer, Jon	LMHS: Auditorium Manager	8/1/24	\$2,319
Krause, Sara	BW: Art Club Sponsor	5/30/24	\$500
Kuennen, Nicole	LMHS: From .5 to 1.0 Prom Sponsor	8/1/24	\$4,685
Lynch, Greg	LMHS: Spring Musical Director	8/1/24	\$2,811
Marston, Kathleen	OR: Summer Orchestra Lessons	6/3/24	\$2,719.44
McCauley, Kevin	Student Services: SAT Leader	6/1/24	\$1,000
McConahay, Gina	BP: Choir Accompanist	6/17/24	\$600
McGlynn, Betsy	BW: Choir Accompanist	6/14/24	\$500
Micheel, Courtney	Student Services: CPI Leader	6/1/24	\$1,000
Miller, Tiffany	Student Services: At-Risk Sponsor	6/1/24	\$750
Mohwinkle, Nick	Student Services: At-Risk Sponsor	6/1/24	\$75
Molinari, RYanne	LMHS: Vocal Accompanist	6/11/24	\$400
Nuehring, Michelle	Student Services: CPI Trainer	6/1/24	\$1,000
Nuss, Stephanie	HP: Summer Band Lessons	6/1/24	\$3,576.32
Nuss, Stephanie	HP: Jazz Band Camp	6/3/24	\$563.20
Petersen, Matthew	Student Services: CPI Trainer	6/1/24	\$1,000
Platten, Amanda	LMHS: Career & Tech Service Org Sponsor	8/20/24	\$1,952
Recker, Dixie	Student Services: At-Risk Sponsor	6/1/24	\$150
Renner, Ann	Student Services: At-Risk Sponsor	6/1/24	\$212.50
Reznicow, Josh	LMHS: Summer Orchestra Lessons	6/3/24	\$1,158.60
Schamberger, Kristine	HP: Summer Orchestra Lessons	6/3/24	\$3,379.20

<b>Name</b>	<b>Assignment</b>	<b>Dept Action</b>	<b>Salary Placement</b>
Sentman, Thad	LMHS: Summer Orchestra Lessons	6/3/24	\$1,183.40
Shiple, Mike	Student Services: ALICE Leader	6/1/24	\$1,000
Silver, Lisa	Student Services: At-Risk Sponsor	6/1/24	\$425
Smith, Marcia	LMHS: Spring Musical Director	8/1/24	\$703
Spencer, Catherine	Student Services: At-Risk Sponsor	6/1/24	\$500
Starmer, Matt	LMHS: Asst Varsity Football Coach	8/12/24	\$4,685
Stone, Sherry	LMHS: Color Guard Instructor	8/1/24	\$1,367
Terell, Vanessa	LMHS: Color Guard Instructor	8/1/24	\$585
Vail, Katie	EX: Summer Orchestra Lessons	6/3/24	\$3,007.49
Vaske, Laura	LMHS: Career & Tech Service Org Sponsor	8/20/24	\$1,952
Vieth, Kelly	BP: Summer Orchestra Lessons	6/3/24	\$3,717.12
Witt, Kierstyn	LMHS: Student Council Supervisor	8/23/24	\$5,856
Wetzel, Lora	LMHS: Career & Tech Service Org Sponsor	8/20/24	\$1,952
Young, Jacob	Student Services: CPI Trainer	6/1/24	\$1,000

**Co/Extra-Curricular Staff: Resignations**

<b>Name</b>	<b>Assignment</b>	<b>Dept Action</b>	<b>Reason</b>
Becker, Kristin	OR: Asst 7 <sup>th</sup> Gr Volleyball Coach	6/26/24	Other employment
Burlingham, Bailey	LMHS: Asst Varsity/JV1 Girls Soccer Coach	6/28/24	Personal
Frazier, Kaitlyn	LMHS: Head JV Poms Coach	6/13/24	Other employment
Heater, Honey Sue	LMHS: Student Council Sponsor	6/4/24	Personal
Kilburg, Mary	LMHS: 9 <sup>th</sup> Gr Play Director	5/30/24	Other employment
Kilburg, Mary	LMHS: Speech Coach	5/30/24	Other employment
McGuire, Amaya	OR: Asst 8 <sup>th</sup> Gr Volleyball Coach	6/6/24	Personal
Sturtz, McKayla	LMHS: Auditorium Manager	5/30/24	Personal

**702: Approval of June 10<sup>th</sup> Board Minutes – Exhibit 702.1**

**703: Approval of Bills/Warrants – Exhibits 703.1-2**

**704: Approval of Contracts/Agreements – Exhibits 704.1-13**

1. Brecke Mechanical Contractors proposal for 2 rooftop air conditioners for LMHS
2. Peak Construction change order #13 for new administration building
3. Noelle Buck independent contractor work with LMHS Marching Band
4. Grace Kisch independent contractor work with Dance Team
5. Morgan Peterson independent contractor work with Dance Team
6. Grant Wood Area Education Agency VAST science kits renewal
7. Grant Wood Area Education Agency VAST Open Sci Ed renewal
8. Texthelp subscription renewals for Read & Write and Equat10
9. PowerSchool for Schoology, Ecollect Forms, and Enrollment Express renewals
10. Luther College student teaching agreement for 2024-2027
11. Character Strong subscription renewal for Tiers 1 & 2
12. Character Strong subscription estimate for Tier 3
13. Jonah Prall independent contractor work with summer band lessons
14. Interagency agreement for special education instructional services with College CSD (1) and Marion Independent (2) *For student confidentiality, exhibits are not provided.*



### **705: Fundraising Requests – Exhibits 705.1-3**

1. Linn-Mar High School Hy-Vee Cash 4 Students for sensory equipment/supplies
2. Indian Creek Elementary t-shirt sales for art supplies
3. Indian Creek Elementary Artsonia sales for art supplies

### **706: Informational Financial Reports – Exhibits 706.1-2**

1. School Finance and Cash Balance Reports as of May 31, 2023
2. School Finance and Cash Balance Reports as of May 31, 2024

### **707: Disposition of Obsolete Equipment**

Per Iowa Code (§§ 297.22-25) and Policy 902.6, the district will list for sale obsolete equipment and furnishings on [GovDeals.com](http://GovDeals.com). *Items for sale: Computer charging cart (Qty: 6) and Hot Point four burner electric oven/stove combo (Qty: 1).*

## **800: BOARD CALENDAR & COMMUNICATIONS**

### **801: Board Calendar & Communications**

Director Buchholz reviewed the board calendar and made the change from 9:00 AM to 8:00 AM for the August 1<sup>st</sup> Policy Committee meeting per a request from Director Wall. An update on the open enrollment in/out survey was requested and Superintendent Kortemeyer shared that the data is being compiled and will be provided to the board upon completion.

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
<i>July 11</i>	<i>9:30 AM</i>	<i>LIONS Open Golf Outing</i>	<i>Hunters Ridge</i>
July 18	5:30 PM	Marion City Council ( <i>Wall</i> )	Marion City Hall
<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
August 1	9:00 / <b>8:00 AM</b>	Policy Committee Meeting	Boulder Peak
August 8	5:30 PM	Marion City Council ( <i>Thomas</i> )	Marion City Hall
August 12	5:00 PM	LMCSD Board of Directors Meeting	Marion City Hall
<i>August 19</i>	<i>8:00 AM</i>	<i>District Welcome Back – PreK-6<sup>th</sup> Grade Staff</i>	<i>St Mark's Lutheran Church</i>
<i>August 19</i>	<i>12:30 PM</i>	<i>District Welcome Back – 7<sup>th</sup>-12<sup>th</sup> Grade Staff</i>	<i>St Mark's Lutheran Church</i>
August 22	5:30 PM	Marion City Council ( <i>Thomas</i> )	Marion City Hall
<i>August 23</i>	--	<i>First Day of School for K-9<sup>th</sup> Grades</i>	--
<i>August 26</i>	--	<i>First Day of School for 10<sup>th</sup>-12<sup>th</sup> Grades</i>	--
August 26	5:00 PM	LMCSD Board of Directors Meeting	Marion City Hall
<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
<i>September 2</i>	--	<i>No School-District Closed (Labor Day Holiday)</i>	--
September 5	5:30 PM	Marion City Council ( <i>Morey</i> )	Marion City Hall
September 9	5:00 PM	LMCSD Board of Directors Meeting	Marion City Hall
September 12	8:30 AM	Board Visit	Hazel Point
September 16	5:00 PM	Diversity/Equity/Inclusion Committee (DEI)	Boulder Peak
September 19	8:30 AM	Finance/Audit Committee	TBD
<i>September 19</i>	--	<i>LMSF Dine Out for Our Schools Day</i>	--
September 19	5:30 PM	Marion City Council	Marion City Hall
September 23	5:00 PM	LMCSD Board of Directors Meeting	Marion City Hall
<i>September 25</i>	<i>5:00 PM</i>	<i>Homecoming Parade</i>	<i>LM High School</i>
September 26	8:30 AM	Board Visit	Excelsior
September 26	4:00 PM	School Improvement Advisory Committee (SIAC)	Boulder Peak
<i>September 30</i>	--	<i>No School (Professional Day)</i>	--

## **802: Board Committees/Advisories**

### **Required Board Committees/Advisories**

<b>Committee/Advisory</b>	<b>Board Representatives</b>
Finance/Audit Committee (F/AC)	Buchholz, Foss, Morey
Policy Committee	Buchholz, Walker, Wall
Career & Technical Education Advisory (CTE)	Foss, Thomas
School Improvement Advisory Committee (SIAC)	Low Lancaster, Morey, Wall

### **Additional District Committees/Advisories**

<b>Committee/Advisory</b>	<b>Board Representatives</b>
Diversity/Equity/Inclusion Committee (DEI)	Low Lancaster, Thomas
Venture Academics Advisory (VAA)	Morey, Walker
LMHS School Counselors Advisory	Low Lancaster
MEDCO Community Promise Advisory	Wall
Linn County Conference Board	Buchholz
Legislative Liaisons	Morey, Walker

## **900: ADJOURNMENT – Motion 008-07-08**

**MOTION** by Wall to adjourn the meeting at 6:04 PM. Second by Walker. Voice vote, all ayes. Motion carried.

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Barry Buchholz, Board President

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Jonathan Galbraith, Board Secretary/Treasurer

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 07/03/2024 - 08/07/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$48,066.50
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$811.61
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$3,470.57
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$811.61
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$3,470.57
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$582.63
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$803.43
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,205.73
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$138.45
Fund Total:		\$59,361.10
Fund: DEBT SERVICE		
UMB BANK, N.A.	OTHER PROFESSIONAL SERVICES	\$600.00
Fund Total:		\$600.00
Fund: GENERAL		
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL	\$3,833.33
ACCURATE TRANSLATION BUREAU	Professional Educational Services	\$313.20
ADVANCE AUTO PARTS	TRANSP. PARTS	\$476.73
AGVANTAGE FS	GREASE,OIL,LUBE,COOL	\$2,566.63
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$213.50
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$569.33
ALBURNETT COMMUNITY SCHOOLS	TUITION IN STATE	\$72,387.36
ALBURNETT COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$477,538.39
ALLIANT ENERGY	ELECTRICITY	\$81,358.96
ANAMOSA COMMUNITY SCHOOLS	TUITION IN STATE	\$4,253.55
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$44.92
ASIFLEX	OTHER PROFESSIONAL SERVICES	\$802.75
AT & T MOBILTY	INTERNET	\$1,256.37
B&B VENT CLEANING	OTHER PROFESSIONAL SERVICES	\$3,990.00
BRECKE	REPAIR/MAINT SERVICE	\$1,450.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$3,219.08
C.R. GLASS CO	GENERAL SUPPLIES	\$106.26
C.R. GLASS CO	REPAIR/MAINT SERVICE	\$258.83
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$517.33
CARROLL CONSTRUCTION SUPPLY	GROUPS UPKEEP	\$131.45
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$300,742.40
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$417,715.83
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$883.60
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$5,056.00
CENTRAL CITY COMMUNITY SCHOOL	TUITION IN STATE	\$26,768.49
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$5,385.64
CHIROPRACTIC OF IOWA	PHYSICALS	\$110.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$353.76
CITY OF MARION.	OTHER PROFESSIONAL SERVICES	\$2,233.80
CITYWIDE CLEANERS	GENERAL SUPPLIES	\$3,662.24

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/03/2024 - 08/07/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
CLEAR CREEK AMANA COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$7,770.80
COLLECTION	EE LIAB-GARNISHMENTS	\$1,579.09
COLLEGE COMMUNITY SCHOOLS	TUITION IN STATE	\$62,249.65
CR/LC SOLID WASTE AGENCY	GROUNDS UPKEEP	\$183.42
CROWBAR'S	GENERAL SUPPLIES	\$1,189.50
CULLIGAN	GENERAL SUPPLIES	\$363.67
CUMMINS SALES AND SERVICE	TRANSP. PARTS	\$1,652.38
D & K PRODUCTS	GROUNDS UPKEEP	\$952.00
DES MOINES PUBLIC SCHOOLS	TUITION IN STATE	\$2,542.80
DUBUQUE COMMUNITY SCHOOLS	TUITION IN STATE	\$40,948.20
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$1,260.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,873,823.39
FUTURE LINE	REPAIR PARTS	\$551.25
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$23.85
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$1,011.78
GRANT WOOD AEA	ADVERTISING	\$17.40
GRANT WOOD AEA	GENERAL SUPPLIES	\$70.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$1,849.91
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$198.00
HAWKEYE ENVIRONMENTAL	OTHER PROFESSIONAL SERVICES	\$165.00
HAWKEYE FIRE & SAFETY COMPANY	OTHER PROFESSIONAL SERVICES	\$4,348.60
IN TOUCH RECEIPTING	DATA PROCESSING AND	\$11,615.60
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$57,400.47
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$245,436.13
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$57,400.47
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$245,436.13
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$309,590.64
INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$2,108.70
IOWA COMMUNICATIONS NETWORK	INTERNET	\$11.08
IOWA ONE CALL	OTHER TECH SER	\$23.40
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$267,970.56
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$402,168.90
IOWA SHARES	EE LIAB-CHARITY	\$23.00
IOWA TESTING PROGRAMS	CONSUMABLE WORKBOOKS	\$24,674.25
ISFIS	OTHER PROFESSIONAL SERVICES	\$573.00
KIRKWOOD COMM COLLEGE	TUITION IN STATE	\$51,499.40
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$1,369.13
LINN CO-OP OIL	DIESEL	\$5,337.40
LINN CO-OP OIL	GASOLINE	\$7,153.71
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$189.20
LINN COUNTY REC	ELECTRICITY	\$37,583.69
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$424.36
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$70.00
LISBON COMMUNITY SCHOOL DISTRICT	TUITION IN STATE	\$7,853.40
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,300.00

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/03/2024 - 08/07/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$10,078.18
MARION INDEPENDENT SCHOOLS	TUITION IN STATE	\$633,486.53
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$1,752,928.01
MARION WATER DEPT	WATER/SEWER	\$8,533.49
MENARDS -13127	GENERAL SUPPLIES	\$3,097.49
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$376.14
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$511,712.48
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$28,710.00
MH EQUIPMENT COMPANY	OTHER PROFESSIONAL SERVICES	\$610.40
MHC Kenworth Cedar Rapids	REPAIR/MAINT SERVICE	\$4,085.79
MID AMERICAN ENERGY	NATURAL GAS	\$195.21
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$1,877.43
MIDWEST WHEEL	TRANSP. PARTS	\$1,977.06
MPS	INSTRUCTIONAL SUPPLIES	\$1,872.00
MT VERNON CSD	TUITION OPEN ENROLL	\$19,427.00
NAPA AUTO PARTS	SHOP TOOLS/EQUIPMENT	\$94.95
NAPA AUTO PARTS	TRANSP. PARTS	\$2,428.10
OPEN TEXT INC	OTHER TECH SER	\$6.42
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$144.33
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$925.06
PRALL JONAH	Professional Educational Services	\$316.47
QUALITY CLEANING EQUIPMENT	SHOP TOOLS/EQUIPMENT	\$252.50
RELAYHUB LLC	DATA PROCESSING AND	\$6,594.13
REPUBLIC SERVICES	GARBAGE COLLECTION	\$12,094.39
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$250.12
ROTARY CLUB OF MARION-EAST CEDAR RAPIDS	GENERAL SUPPLIES	\$520.00
ROTO-ROOTER	OTHER PROFESSIONAL SERVICES	\$787.50
ROTO-ROOTER	REPAIR/MAINT SERVICE	\$393.75
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$79.20
SADLER POWER TRAIN	TRANSP. PARTS	\$181.14
SCHAEFFER MANUFACTURING COMPANY	MAINTENANCE SUPPLIES	\$3,084.78
SCHOOL BUS SAFETY COMPANY	GENERAL SOFTWARE	\$1,500.00
SCHOOL SPECIALTY LLC	INSTRUCTIONAL SUPPLIES	\$16,052.80
SETPPOINT MECHANICAL SERVICES	HEAT/PLUMBING SUPPLY	\$887.11
SETPPOINT MECHANICAL SERVICES	REPAIR/MAINT SERVICE	\$200.00
SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS UPKEEP	\$2,677.44
SOUTHEAST POLK COMM SCHOOL DISTRICT	TUITION IN STATE	\$39,293.95
SPRINGVILLE COMMUNITY SCHOOLS	TUITION IN STATE	\$35,608.44
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$219.98
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$140,125.66
TRI-CITY ELECTRIC COMPANY OF IOWA	EQUIPMENT REPAIR	\$650.00
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS/MAINTENANCE	\$255.00
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$120.00
VAN METER CO	ELECTRICAL SUPPLY	\$227.60
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$51,664.61

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/03/2024 - 08/07/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
WALSH DOOR & HARDWARE	GENERAL SUPPLIES	\$240.00
WATERLOO COMMUNITY SCHOOL DIST	TUITION IN STATE	\$7,787.96
WEBER COMMUNICATIONS INC	OTHER PROFESSIONAL SERVICES	\$450.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$934.11
WOODWARD GRANGER COMM SCHOOL DIS	TUITION IN STATE	\$3,164.34
YOUNGS PAINTING & DECORATING INC	REPAIR/MAINT SERVICE	\$6,500.00
<b>Fund Total:</b>		<b>\$9,476,842.09</b>
<b>Fund: LOCAL OPT SALES TAX</b>		
DESIGN ENGINEERS. P.C.	OTHER PROFESSIONAL SERVICES	\$1,150.00
OPN ARCHITECTS, INC.	ARCHITECT	\$40,856.85
<b>Fund Total:</b>		<b>\$42,006.85</b>
<b>Fund: NUTRITION SERVICES</b>		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$8,213.17
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$151.46
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$647.62
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$151.46
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$647.62
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$626.96
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$664.94
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$997.93
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$107.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$98.97
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$873.29
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$205.55
<b>Fund Total:</b>		<b>\$13,386.47</b>
<b>Fund: PHY PLANT &amp; EQ LEVY</b>		
CEDAR RAPIDS WINSUPPLY PLUMBING CO	BLDG. CONST SUPPLIES	\$227.38
CLOUSER PLUMBING TECHNOLOGIES INC	HEAT/PLUMBING SUPPLY	\$8,000.00
DRYSPACE INC	CONSTRUCTION SERV	\$205,607.55
IN TOUCH RECEIPTING	COMPUTER SOFTWARE	\$1,172.85
MHC Kenworth Cedar Rapids	VEHICLE REPAIR > \$2500	\$36,315.53
SETPOINT MECHANICAL SERVICES	HEAT/PLUMBING SUPPLY	\$1,094.08
SETPOINT MECHANICAL SERVICES	REPAIR/MAINT SERVICE	\$6,822.57
TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE	\$510.00
UNZEITIG CONSTRUCTION COMPANY	CONSTRUCTION SERV	\$202,572.74
<b>Fund Total:</b>		<b>\$462,322.70</b>
<b>Fund: PUB ED &amp; REC LEVY</b>		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,091.85
GAMETIME	CONSTRUCTION SERV	\$4,250.00
GAMETIME	EQUIPMENT >\$5,000	\$136,306.24
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$39.45
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$168.67
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$39.45
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$168.67

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/03/2024 - 08/07/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$139.43
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	\$6.03
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$363.59
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$100.25
<b>Fund Total:</b>		<b>\$144,128.64</b>
<b>Fund: SALES TAX REVENUE BOND CAP PROJECT</b>		
OPN ARCHITECTS, INC.	ARCHITECT	\$19,075.05
TERRACON CONSULTANTS INC	ARCHITECT	\$850.00
<b>Fund Total:</b>		<b>\$19,925.05</b>
<b>Fund: STUDENT ACTIVITY</b>		
BIG HEART MEDITATION AND MINDFULNESS LLC	GENERAL SUPPLIES	\$750.00
BOOSTER CLUB	GENERAL SUPPLIES	\$340.00
CABAJEWSKI MAKSYMILIAN	PROF SERV: EDUCATION	\$600.00
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$751.30
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$20,884.14
FC UNITED SOCCER CLUB	GENERAL SUPPLIES	\$800.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$397.75
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,700.94
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$397.75
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,700.94
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$1,270.58
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$1,685.12
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$2,529.08
MAHER AMANDA	OFFICIAL/JUDGE	\$100.00
MORRORA DITTICH VIGGIANO RAPHAEL	PROF SERV: EDUCATION	\$600.00
THOMPSON JAXON	OFFICIAL/JUDGE	\$400.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$517.58
<b>Fund Total:</b>		<b>\$35,425.18</b>
<b>Grand Total:</b>		<b>\$10,253,998.08</b>

End of Report

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 07/03/2024 - 08/07/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
DES MOINES SWIMMING FEDERATION	DUES AND FEES	\$2,402.00
DUBUQUE AREA SWIMMIN' HURRICANES	DUES AND FEES	\$1,119.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$28,755.51
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$506.12
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$2,163.91
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$506.12
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$2,163.91
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$900.62
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$352.42
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$528.92
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.93
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$553.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$333.68
Fund Total:		\$40,302.14
Fund: GENERAL		
1ST AYD CORP	TRANSP. PARTS	\$152.95
ACCESS SYSTEMS	GENERAL SUPPLIES	\$1,474.75
ADVANTAGE RECORDS MANAGEMENT	GENERAL SUPPLIES	\$99.16
ALLIANT ENERGY	ELECTRICITY	\$98,459.52
ARK DATA CENTERS LLC	OTHER TECH SER	\$218.40
ASCD	DUES AND FEES	\$75.00
ASIFLEX	EE LIAB-FLEX HEALTH	\$65,825.27
ASIFLEX	OTHER PROFESSIONAL SERVICES	\$728.00
ASSET MAINTENANCE GROUP, INC	REPAIR PARTS	\$105.01
AUTO-JET MUFFLER	TRANSP. PARTS	\$840.06
BRIGHTLY SOFTWARE, INC	OTHER PROFESSIONAL SERVICES	\$11,731.65
BUCK NOELLE	INSTRUCTIONAL SUPPLIES	\$200.00
BURGESS GAYLA	STAFF TRAVEL	\$23.50
BYTESPEED LLC	INSTRUCTIONAL SUPPLIES	\$25,975.00
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$75.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$500.00
CAPITAL ONE	GENERAL SUPPLIES	\$67.23
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$103.62
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$1,667.16
CARROLL CONSTRUCTION SUPPLY	GROUPS UPKEEP	\$249.88
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$3,622.48
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$10,372.85
CENTURYLINK	TELEPHONE	\$2,419.17
CHARACTERSTRONG LLC	INSTRUCTIONAL SUPPLIES	\$42,373.80
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$505.15
CITY OF MARION	OTHER PROFESSIONAL SERVICES	\$11,487.00
COLLECTION	EE LIAB-GARNISHMENTS	\$15.00
CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	\$46.94



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Vendor Name	Description	Check Total
CONVERGE ONE	OTHER TECH SER	\$52,830.00
COUNCIL FOR EXCEPTIONAL CHILDREN	Professional Educational Services	\$195.00
CROWBAR'S	TRANSP. PARTS	\$97.38
CURRICULM ASSOCIATES, LLC	INSTRUCTIONAL SUPPLIES	\$235.20
DAVIES, MICHAEL	INSTRUCTIONAL SUPPLIES	\$1,000.00
DECKER EQUIPMENT	GENERAL SUPPLIES	\$2,599.19
DELTA DENTAL OF IOWA	ER LIAB-DENTAL INS	\$76,689.26
DONALDSON CONSTRUCTION LLC	REPAIR/MAINT SERVICE	\$8,644.58
DRY CLEANING PLUS	INSTRUCTIONAL SUPPLIES	\$492.00
EDPUZZLE, INC.	COMPUTER SOFTWARE	\$41,000.00
EDWARDS ALISSA	MISC REVENUE	\$10.00
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL SERVICES	\$1,921.68
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$1,980.00
EVERYDAY SPEECH LLC	INSTRUCTIONAL SUPPLIES	\$4,731.87
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$520,508.89
FRANKLIN COVEY	PROF SERV: EDUCATION	\$19,215.00
FRONTLINE TECHNOLOGIES	COMPUTER SOFTWARE	\$2,788.48
GALBRAITH JON	STAFF TRAVEL	\$63.50
GASWAY CO, J P	GENERAL SUPPLIES	\$1,135.41
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$2,799.91
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$1,784.78
GRIND COFFEE LLC	GENERAL SUPPLIES	\$265.12
HAWKEYE FIRE & SAFETY COMPANY	OTHER PROFESSIONAL SERVICES	\$555.00
HOLIDAY INN AIRPORT	STAFF TRAVEL	\$705.60
IASB	DUES AND FEES	\$13,227.00
IASB	PROF SERV: EDUCATION	\$800.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$3,101.81
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$10,993.10
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$47,005.20
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$10,993.10
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$47,005.20
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$74,206.16
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$863.70
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$911.31
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$32,341.89
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$48,538.54
IOWA PUPIL TRANSPORTATION ASSN	DUES AND FEES	\$1,350.00
IOWA SCHOOL COUNSELOR ASSOCIATION	PROF SERV: EDUCATION	\$1,950.00
IOWA SCHOOL COUNSELOR ASSOCIATION	Professional Educational Services	\$65.00
ISFIS	PROF SERV: EDUCATION	\$4,187.60
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$69.60
JUICEBOX INTERACTIVE	COMPUTER SOFTWARE	\$1,035.00
KINGS MATERIAL	GROUNDS UPKEEP	\$123.35
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$330.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$3,187.50

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Vendor Name	Description	Check Total
LAWSON PRODUCTS, INC	MAINTENANCE SUPPLIES	\$274.29
LAWSON PRODUCTS, INC	TRANSP. PARTS	\$411.01
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$2,076.10
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$119.00
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$823.38
LYNCH FORD	TRANSP. PARTS	\$816.40
MACKKEY, THOMAS	PROF SERV: EDUCATION	\$360.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$1,430.75
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$92.41
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$224.00)
MARCO TECHNOLOGIES, LLC	Copies	\$2,160.89
MARION WATER DEPT	WATER/SEWER	\$7,975.52
MARZANO RESOURCES LLC	PROF SERV: EDUCATION	\$24,608.00
MEDIACOM	TELEPHONE	\$296.90
MENARDS -13127	GENERAL SUPPLIES	\$1,596.79
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$340.47
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$183,040.70
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	(\$80.42)
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$42,744.35
MHC Kenworth Cedar Rapids	TRANSP. PARTS	\$661.84
MID AMERICAN ENERGY	NATURAL GAS	\$2,169.15
MIDWEST ALARM SERVICES	OTHER PROFESSIONAL SERVICES	\$8,725.56
NEWSELA, INC	COMPUTER SOFTWARE	\$9,790.00
NORSOLV SYSTEMS ENVIRONMENTAL SERVICE	OTHER TECH SER	\$54.50
ORKIN PEST CONTROL	OTHER PROFESSIONAL SERVICES	\$645.00
PITNEY BOWES	GENERAL SUPPLIES	\$381.78
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$458.69
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$1,347.45
PODS ENTERPRISES, LLC	RENTALS EQUIPMENT	\$244.50
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$56.00
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$1,370.00
POWERSCHOOL GROUP LLC	COMPUTER SOFTWARE	\$55,369.64
PROJECT LEAD THE WAY	PROF SERV: EDUCATION	\$9,200.00
RICE SIGNS LLC	GENERAL SUPPLIES	\$222.40
RIVERSIDE TECHNOLOGIES, INC	INSTRUCTIONAL SUPPLIES	\$2,039.00
SADLER POWER TRAIN	TRANSP. PARTS	\$2,220.50
SAFEGUARD	GENERAL SUPPLIES	\$1,625.20
SCHOOL ADMINISTRATORS OF IOWA	DUES AND FEES	\$36,173.00
SCHOOL ADMINISTRATORS OF IOWA	PROF SERV: EDUCATION	\$500.00
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$5,321.56
SCHOOL HEALTH CORP	INSTRUCTIONAL SUPPLIES	\$284.65
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$1,461.00
SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS UPKEEP	\$1,022.22
SITEONE LANDSCAPE SUPPLY, LLC	MAINTENANCE SUPPLIES	\$2,972.89
STERICYCLE INC	GENERAL SUPPLIES	\$36.36

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Vendor Name	Description	Check Total
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,351.95
TEACHING STRATEGIES INC	INSTRUCTIONAL SUPPLIES	\$3,042.50
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$347.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$221.28
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$28,897.64
U.S. POSTAL SERVICE (POSTAGE BY PHONE)	POSTAGE/UPS	\$10,000.00
VAN METER CO	ELECTRICAL SUPPLY	\$172.92
VERIZON WIRELESS	TELEPHONE	\$1,684.76
VHF SALES, INC	HEAT/PLUMBING SUPPLY	\$734.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$16,521.99
WEBER COMMUNICATIONS INC	OTHER PROFESSIONAL SERVICES	\$1,200.00
WELTER STORAGE EQUIPMENT CO INC	INSTRUCTIONAL SUPPLIES	\$1,290.00
WENDLING QUARRIES	GROUNDS UPKEEP	\$138.10
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$234.99
XELLO INC.	COMPUTER SOFTWARE	\$17,085.15
<b>Fund Total:</b>		<b>\$1,823,084.17</b>
<b>Fund: LOCAL OPT SALES TAX</b>		
CDW - GOVERNMENT	COMP/TECH HARDWARE	\$435.88
MIDWEST COMPUTER PRODUCTS	COMP/TECH HARDWARE	\$13,475.00
TERRACON CONSULTANTS INC	CONSTRUCTION SERV	\$2,153.00
<b>Fund Total:</b>		<b>\$16,063.88</b>
<b>Fund: MANAGEMENT LEVY</b>		
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$135,180.28
<b>Fund Total:</b>		<b>\$135,180.28</b>
<b>Fund: NUTRITION SERVICES</b>		
ABOUASSALY CHRISTIANE	UNEARNED REVENUE	\$15.55
ADAMS KIM	UNEARNED REVENUE	\$23.45
AHLERS KATHERINE	UNEARNED REVENUE	\$8.70
AKERS TERRA	UNEARNED REVENUE	\$23.75
ANAND SUDHA	UNEARNED REVENUE	\$4.60
ANDERSON BECKY	UNEARNED REVENUE	\$78.60
ANDREWS JENNIFER	UNEARNED REVENUE	\$1.15
ASKELSON CHAD	UNEARNED REVENUE	\$6.60
AUCUTT CHRISTI	UNEARNED REVENUE	\$7.10
BAIDE JENNIFER	UNEARNED REVENUE	\$60.00
BALVANZ ANN	UNEARNED REVENUE	\$61.30
BANTON BELENDIA	UNEARNED REVENUE	\$0.55
BAUGHER TRACIE	UNEARNED REVENUE	\$0.12
BEDAL ANDREA	UNEARNED REVENUE	\$27.66
BELL KRISTI	UNEARNED REVENUE	\$25.35
BENNETT KASHICA	UNEARNED REVENUE	\$5.00
BERGER LESLIE OR STEPHEN	UNEARNED REVENUE	\$16.62
BIECHLER JEN	UNEARNED REVENUE	\$40.20
BLOZVICH DEBBIE	UNEARNED REVENUE	\$132.05

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Vendor Name	Description	Check Total
BOLDEN SHAWN	UNEARNED REVENUE	\$9.75
BROWN ANDREA	UNEARNED REVENUE	\$14.20
BUEHLER DONNA	UNEARNED REVENUE	\$21.25
CAREY AMY	UNEARNED REVENUE	\$78.25
CAYA TONY	UNEARNED REVENUE	\$18.35
CEJKA JESSICA	UNEARNED REVENUE	\$137.70
CHARLES KRISTINE	UNEARNED REVENUE	\$1.70
CHRISTIANSEN DENISE	UNEARNED REVENUE	\$8.87
CIHLA ROB	UNEARNED REVENUE	\$85.05
CLAIR TRACY	UNEARNED REVENUE	\$0.90
CLEMENS REBECCA	UNEARNED REVENUE	\$29.70
CLEVELAND TAMMY	UNEARNED REVENUE	\$14.50
CLOSE-YERKE AMY	UNEARNED REVENUE	\$24.55
COURTNEY MEGAN	UNEARNED REVENUE	\$2.04
CRAWFORD KIMBERLY	UNEARNED REVENUE	\$5.05
CULVER TODD	UNEARNED REVENUE	\$189.95
DAUBENMIER MELISSA	UNEARNED REVENUE	\$45.25
DAVENPORT SHELLEY	UNEARNED REVENUE	\$25.65
DELANEY MELISSA	UNEARNED REVENUE	\$17.70
DENGE VIVIAN	UNEARNED REVENUE	\$4.25
DEWITT SARA	UNEARNED REVENUE	\$28.14
DRENKHAHN JYL	UNEARNED REVENUE	\$22.55
DRUMM STACY	UNEARNED REVENUE	\$3.80
ELLES ERIKA	UNEARNED REVENUE	\$18.10
FARMER JENNIFER	UNEARNED REVENUE	\$20.10
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$12,109.08
FIANCE JOY	UNEARNED REVENUE	\$6.30
FISHEL BRENDA	UNEARNED REVENUE	\$1.30
FISHEL KRISTINE	UNEARNED REVENUE	\$155.26
FREDRICKSON HEATHER	UNEARNED REVENUE	\$55.15
FRY PAULA	UNEARNED REVENUE	\$5.55
FUNES COBO CARLOS	UNEARNED REVENUE	\$9.35
GAFFNEY CAROL	UNEARNED REVENUE	\$137.45
GANAPATHY SANDHANAM	UNEARNED REVENUE	\$2.45
GARCIA TELLO SANDRA	UNEARNED REVENUE	\$6.60
GARDNER REBECCA	UNEARNED REVENUE	\$14.35
GASSMAN TODD	UNEARNED REVENUE	\$22.40
GATES KARI OR CHRIS	UNEARNED REVENUE	\$2.25
GENSLEY HEIDI	UNEARNED REVENUE	\$32.75
GIESE SHANA	UNEARNED REVENUE	\$3.75
GILLUND JAY	UNEARNED REVENUE	\$9.45
GLOECKNER CINDY	UNEARNED REVENUE	\$53.45
GONZALEZ JORGE	UNEARNED REVENUE	\$38.70
GOPALAM KALYANI	UNEARNED REVENUE	\$1.98
GRAVES BETH	UNEARNED REVENUE	\$13.30

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Vendor Name	Description	Check Total
GREEN LATRESHA	UNEARNED REVENUE	\$2.50
GREINER KIMBERLY	UNEARNED REVENUE	\$93.55
GRIES THERESA	UNEARNED REVENUE	\$1.70
GROOTHUIS BRAD	UNEARNED REVENUE	\$10.07
GROSS GAVIN	UNEARNED REVENUE	\$3.55
GUENTHER JENNY	UNEARNED REVENUE	\$24.35
HAARS COREY	UNEARNED REVENUE	\$17.65
HARRINGTON MARCUS	UNEARNED REVENUE	\$32.65
HARTLEY KRIS	UNEARNED REVENUE	\$139.30
HARTOGH MAURER MAGGIE	UNEARNED REVENUE	\$135.10
HELGENS CHRIS	UNEARNED REVENUE	\$51.65
HIGGINS AYL A	UNEARNED REVENUE	\$346.50
HILBERT TRACY	UNEARNED REVENUE	\$3.45
HILGENDORF CANDICE	UNEARNED REVENUE	\$1.80
HOLUB GINGER	UNEARNED REVENUE	\$1.30
HOUDESHHELL BECKY	UNEARNED REVENUE	\$2.50
HUGHES KATRINA	UNEARNED REVENUE	\$10.05
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$234.01
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,000.62
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$234.01
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,000.62
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$1,274.71
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$524.45
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$787.09
IRVIN LAURA	UNEARNED REVENUE	\$14.65
ISHMAN SCOTT	UNEARNED REVENUE	\$6.50
JOHANSON AMANDA	UNEARNED REVENUE	\$0.50
JOHNSON DANA	UNEARNED REVENUE	\$40.85
JOHNSON KIMBERLY	UNEARNED REVENUE	\$31.15
KAAS SCOTT	UNEARNED REVENUE	\$19.75
KALIBAN TANYA	UNEARNED REVENUE	\$34.60
KELLER JAMIE	UNEARNED REVENUE	\$6.80
KELLEY ANDREA	UNEARNED REVENUE	\$48.80
KENDRICK LYNNE	UNEARNED REVENUE	\$12.30
KHAREL OHAN	UNEARNED REVENUE	\$0.05
KINARD SHANNON	UNEARNED REVENUE	\$117.60
KLUETZ WENDY	UNEARNED REVENUE	\$3.60
KNOCKEL DAWN	UNEARNED REVENUE	\$12.25
KOENIGHAIN ANDREA	UNEARNED REVENUE	\$89.55
KOEPKE MICKI	UNEARNED REVENUE	\$39.65
KOLEK DANYEL	UNEARNED REVENUE	\$172.45
KONDORA JAMI	UNEARNED REVENUE	\$16.90
KRAFT JULIE	UNEARNED REVENUE	\$21.55
KRAMER MELONIE	UNEARNED REVENUE	\$8.95
KRAMER PAUL	UNEARNED REVENUE	\$50.80

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LAMAR DAYTHON	UNEARNED REVENUE	\$9.15
LARIMORE ANNIE	UNEARNED REVENUE	\$10.05
LEEMHUIS AMANDA	UNEARNED REVENUE	\$327.53
LEYSE KARA	UNEARNED REVENUE	\$16.00
LIKE AMY	UNEARNED REVENUE	\$7.80
LOCHNER HEATHER	UNEARNED REVENUE	\$3.45
LONG KIM	UNEARNED REVENUE	\$46.40
LUKSETICH CELESTE	UNEARNED REVENUE	\$25.55
LUTH TABITHA	UNEARNED REVENUE	\$16.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$17.81
MANNING JESSICA	UNEARNED REVENUE	\$4.45
MANSOOR FARHAN	UNEARNED REVENUE	\$3.80
MAY AMY	UNEARNED REVENUE	\$43.00
MCCAUGHEY RACHAEL	UNEARNED REVENUE	\$45.40
MCCAULEY CASSANDRA	UNEARNED REVENUE	\$0.85
MCDONALD EMILY	UNEARNED REVENUE	\$72.05
MCLAUGHLIN DIANA	UNEARNED REVENUE	\$9.35
MCLAUGHLIN SHERRI	UNEARNED REVENUE	\$9.75
MCROBERTS NICOLE	UNEARNED REVENUE	\$7.05
MERCURE AUDRA	UNEARNED REVENUE	\$18.40
MIKKOLA JEN	UNEARNED REVENUE	\$29.45
MILLER CATHY	UNEARNED REVENUE	\$20.20
MILLER JEN	UNEARNED REVENUE	\$202.30
MORALES NORMA	UNEARNED REVENUE	\$7.95
MORGAN TABATHA	UNEARNED REVENUE	\$16.10
MUEGGENBERG AMY	UNEARNED REVENUE	\$38.69
MUNDT JESSICA	UNEARNED REVENUE	\$68.55
MURPHY JASON	UNEARNED REVENUE	\$0.15
MUZO RAMA	UNEARNED REVENUE	\$0.15
MYKRIS DIANA	UNEARNED REVENUE	\$34.85
NAPA VASANTHA	UNEARNED REVENUE	\$12.50
NEWPORT CORINNE	UNEARNED REVENUE	\$5.10
NGUYEN HIEN	UNEARNED REVENUE	\$0.05
NORRIS AMANDA	UNEARNED REVENUE	\$104.50
NYANZIRA PASCAZIA	UNEARNED REVENUE	\$2.90
NYBERG KRISTEN	UNEARNED REVENUE	\$0.75
OFFICE EXPRESS	GENERAL SUPPLIES	\$363.55
OLHAVA RICK	UNEARNED REVENUE	\$16.65
OLSON HELENE	UNEARNED REVENUE	\$0.85
PAGE TROY	UNEARNED REVENUE	\$24.40
PALLAVI G	UNEARNED REVENUE	\$11.50
PECK SHAWN	UNEARNED REVENUE	\$1.70
PESHEK JOEL	UNEARNED REVENUE	\$14.30
PETERS PAULA	UNEARNED REVENUE	\$0.95

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Vendor Name	Description	Check Total
PETERSON CRYSTAL	UNEARNED REVENUE	\$21.95
PIERCE JENNA	UNEARNED REVENUE	\$6.70
PRICE NATHAN	UNEARNED REVENUE	\$9.65
RABE RENEE	UNEARNED REVENUE	\$22.55
RAHE PEGGY	UNEARNED REVENUE	\$6.40
RAY RITTIK	UNEARNED REVENUE	\$7.35
RECKER LATICIA	UNEARNED REVENUE	\$42.45
RECKER MICHELLE	UNEARNED REVENUE	\$5.45
ROLING ERIC	UNEARNED REVENUE	\$15.95
SANCHEZ ROBERT	UNEARNED REVENUE	\$6.10
SCHALDECKER DEBRA	UNEARNED REVENUE	\$33.02
SCHMITT JANEY	UNEARNED REVENUE	\$0.90
SCHOENFELD ANGELA	UNEARNED REVENUE	\$17.45
SCHOOL NUTRITION ASSOCIATION	DUES AND FEES	\$56.00
SCHUCHARD MARLA	UNEARNED REVENUE	\$2.40
SCHULTZ SUSIE	UNEARNED REVENUE	\$11.80
SCHUMACHER LISA	UNEARNED REVENUE	\$6.60
SCHWEITZER NIKKI	UNEARNED REVENUE	\$0.45
SCOTT SUSAN	UNEARNED REVENUE	\$110.55
SEBETKA MELISSA	UNEARNED REVENUE	\$9.40
SEOL SOHEE	UNEARNED REVENUE	\$3.30
SHANLEY VAL	UNEARNED REVENUE	\$71.85
SHERIDAN CHANTAL	UNEARNED REVENUE	\$450.30
SHERONICK NEGEBE	UNEARNED REVENUE	\$13.25
SILCOX JENNIFER	UNEARNED REVENUE	\$4.75
SIMMONS KIRK	UNEARNED REVENUE	\$11.45
SINGH NIRANJAN	UNEARNED REVENUE	\$4.75
SNELL CORRINA	UNEARNED REVENUE	\$7.70
SOURWINE RHONDA	UNEARNED REVENUE	\$11.30
STEWART TINA	UNEARNED REVENUE	\$9.70
STIERS JESSICA	UNEARNED REVENUE	\$0.95
STODOLA KELLIE	UNEARNED REVENUE	\$17.65
STOLP REBECCA	UNEARNED REVENUE	\$0.70
STROSCHEIN BRENDA	UNEARNED REVENUE	\$56.10
STUTT JOSH	UNEARNED REVENUE	\$17.55
SWANSON HOLLY	UNEARNED REVENUE	\$13.65
SWEET KATIE	UNEARNED REVENUE	\$0.40
SWEIGER ELAINE	UNEARNED REVENUE	\$35.16
TETRICK JAMES	UNEARNED REVENUE	\$0.45
THOMAS DEANNA	UNEARNED REVENUE	\$18.45
THOMPSON CATHY	UNEARNED REVENUE	\$18.70
THOMPSON HOLLY	UNEARNED REVENUE	\$30.55
TIEDEMANN DENISE	UNEARNED REVENUE	\$14.85
TODD JEAN OR ALEX	UNEARNED REVENUE	\$6.15
TOTAL K12, INC.	COMPUTER SOFTWARE	\$2,400.00

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/03/2024 - 08/07/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
TRAINOR MELANI	UNEARNED REVENUE	\$23.67
TRAVIS VIVIAN	UNEARNED REVENUE	\$40.10
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$541.47
TURNER KATHY	UNEARNED REVENUE	\$2.30
TURNER SHELLY	UNEARNED REVENUE	\$50.00
VIRDEN DAVID	UNEARNED REVENUE	\$11.10
WALKER TODD	UNEARNED REVENUE	\$16.80
WESTMAN SHARON	UNEARNED REVENUE	\$0.20
WHISENAND STACY	UNEARNED REVENUE	\$72.15
WHITE MICHELLE	UNEARNED REVENUE	\$67.40
WHITTAKER-SMITH CLAIRE	UNEARNED REVENUE	\$44.55
WIEBOLD ANDREW	UNEARNED REVENUE	\$20.65
WILHELM KARMEN	UNEARNED REVENUE	\$17.00
WILLIAMS BILLI	UNEARNED REVENUE	\$89.10
WILLIAMS DANIEL	UNEARNED REVENUE	\$19.25
WILLIAMS MELISSA	UNEARNED REVENUE	\$29.45
WILLIAMS TISSA	UNEARNED REVENUE	\$0.65
YERGLER LISA	UNEARNED REVENUE	\$0.60
YORK MEGANNE	UNEARNED REVENUE	\$0.05
<b>Fund Total:</b>		<b>\$27,065.20</b>
<b>Fund: PHY PLANT &amp; EQ LEVY</b>		
CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$5,194.70
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,675.00
IN TOUCH RECEIPTING	COMPUTER SOFTWARE	\$7,495.00
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$3,146.10
WALSH DOOR & HARDWARE	BLDG. CONST SUPPLIES	\$3,090.00
<b>Fund Total:</b>		<b>\$24,975.80</b>
<b>Fund: PUB ED &amp; REC LEVY</b>		
CARROLL CONSTRUCTION SUPPLY	GROUNDS UPKEEP	\$736.24
MENARDS -13127	GROUNDS UPKEEP	\$1,217.97
<b>Fund Total:</b>		<b>\$1,954.21</b>
<b>Fund: STUDENT ACTIVITY</b>		
ANDREW MARK	OFFICIAL/JUDGE	\$128.22
ARBITERSPORTS LLC	DUES AND FEES	\$4,339.80
BOOSTER CLUB	GENERAL SUPPLIES	\$35.00
BRAND NOLAN	OFFICIAL/JUDGE	\$135.00
BSN SPORTS	EQUIPMENT >\$5,000	\$21,266.34
BSN SPORTS	GENERAL SUPPLIES	\$16,496.55
CENTRAL COLLEGE	DUES AND FEES	\$675.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$330.00
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$355.00
CUTTING EDGE GRAPHICS, INC	GENERAL SUPPLIES	\$20.00
DOERRING BRAD	OFFICIAL/JUDGE	\$180.24



Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 07/03/2024 - 08/07/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$443.28
FELBER MARK	OFFICIAL/JUDGE	\$320.00
HART GARY	OFFICIAL/JUDGE	\$174.26
HILTY ANNA	GENERAL SUPPLIES	\$5,250.00
HUDI	DUES AND FEES	\$23,000.00
HUNTERS RIDGE GOLF COURSE	DUES AND FEES	\$4,384.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$6.96
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$29.76
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$6.96
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$29.76
IOWA ASSOCIATION OF TRACK COACHES	DUES AND FEES	\$60.00
IOWA CITY ATHLETIC OFFICIALS ASSOCIATION	DUES AND FEES	\$500.00
IOWA HS ATHLETIC DIR ASSOC	DUES AND FEES	\$895.00
JACOBS MICHAEL	OFFICIAL/JUDGE	\$313.98
KAUFMANN KY	OFFICIAL/JUDGE	\$267.94
KISCH GRACE	OFFICIAL/JUDGE	\$1,200.00
KUHLERS KYLE	OFFICIAL/JUDGE	\$169.20
LIZAK BENJAMIN	OFFICIAL/JUDGE	\$201.40
LUCAS-WHITE PANSY	PROF SERV: EDUCATION	\$4,500.00
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES	\$81.00
NHS/NASC/NASSP	DUES AND FEES	\$480.00
OAKES CODY	OFFICIAL/JUDGE	\$183.92
PARKER JAKE	OFFICIAL/JUDGE	\$135.00
PEPPER J.W. & SON, INC	GENERAL SUPPLIES	\$537.18
PETERSON MORGAN	OFFICIAL/JUDGE	\$1,200.00
SECOND STORY PROMOTIONS, INC.	GENERAL SUPPLIES	\$1,290.81
UNIVERSITY OF KENTUCKY	DUES AND FEES	\$4,847.57
VARSITY SPIRIT	GENERAL SUPPLIES	\$11,082.65

Fund Total: \$105,551.78

Grand Total: \$2,174,177.46

End of Report



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT: (Name and address)</b> 22216000 Linn-Mar Performance Venue 3111 Tenth Street Marion, IA 52302	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: 02/05/2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: 06/13/2024
<b>OWNER: (Name and address)</b> Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302	<b>ARCHITECT: (Name and address)</b> OPN Architects 200 Fifth Avenue SE, Suite 201 Cedar Rapids, IA 52401	<b>CONTRACTOR: (Name and address)</b> McComas-Lacina Construction 1310 Highland Court Iowa City, IA 52240

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

COR 001	ITC-003	Sanitary Sewer Slope Revision	\$ 20,012.88
COR 002	ITC-005	Wall Type Changes	\$ 2,695.25

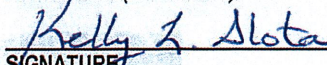
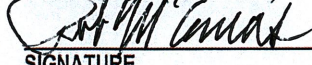
TOTAL: \$ 22,708.13

The original Contract Sum was	\$ 25,507,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 25,507,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 22,708.13
The new Contract Sum including this Change Order will be	\$ 25,529,708.13

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

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

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

OPN Architects <b>ARCHITECT (Firm name)</b>  <b>SIGNATURE</b>	McComas-Lacina Construction <b>CONTRACTOR (Firm name)</b>  <b>SIGNATURE</b>	Linn-Mar Community School District <b>OWNER (Firm name)</b>  <b>SIGNATURE</b>
Kelly Slota, Construction Administrator <b>PRINTED NAME AND TITLE</b>	Rob McComas  <b>PRINTED NAME AND TITLE</b>	Barry Buchholz, Board President  <b>PRINTED NAME AND TITLE</b>
06/13/2024 <b>DATE</b>	6.13.24 <b>DATE</b>	 <b>DATE</b>



MLC Job # 2630

Date 5/24/2024

Project Name: Linn-Mar Performance Center

COR-001

ITC-003

RFI-

Description: Sanitary sewer slope revision

<b>MLC Labor</b>				
		Hrs	\$73.17	\$0.00
<b>Labor Subtotal</b>				<b>\$0.00</b>
<b>MLC Equipment</b>				
<b>Equipment Subtotal</b>				<b>\$0.00</b>
<b>MLC Material</b>				
<b>Material Subtotal</b>				<b>\$0.00</b>
<b>MLC - Subcontractor</b>				
Beaty				\$18,474.00
<b>Subcontract Subtotal</b>				<b>\$18,474.00</b>

Subtotal	\$18,474.00
10% Labor Mark up	\$0.00
10% Material	\$0.00
5% Sub contractor mark up	\$923.70
2% Insurance	\$369.48
1.33 % Bond Mark up	\$245.70
<b>Total COR</b>	<b>\$20,012.88</b>



**BEATY EXCAVATING**  
 1410 Industrial Ave., Suite 200  
 Hiawatha, IA 52233  
 319-533-5197

# Quote

Date	Quote #
5/23/2024	0218
Project	
Linn marr Sanitary bore	

Prepared For
McComas-Lacina Construction 1310 Highland Ct Iowa City, IA 52240

Item	Description	QTY	U/M	Total
02 - Sanitary Sewer	Directional drill in 6" locking pipe for sanitary sewer	276	EA	16,974.00
02 - Sanitary Sewer	Connect 4" service line to new 6" main	1	EA	1,500.00
	Exempt from Sales Tax			0.00
Quote is valid for 15 days		<b>Total:</b>		<b>\$18,474.00</b>



## INSTRUCTION TO CONTRACTOR – ITC NO. 003

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Date: 05/22/2024  
Project: Linn-Mar Performance Venue  
Project Number: 22216000  
Client: Linn-Mar CSD  
General Contractor: McComas-Lacina Construction

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If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

The following Instruction to Contractor is issued to:

- Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

Initiated By: Hall and Hall Engineers, Inc.

Description: Sanitary Sewer Slope Revision

Action Required:

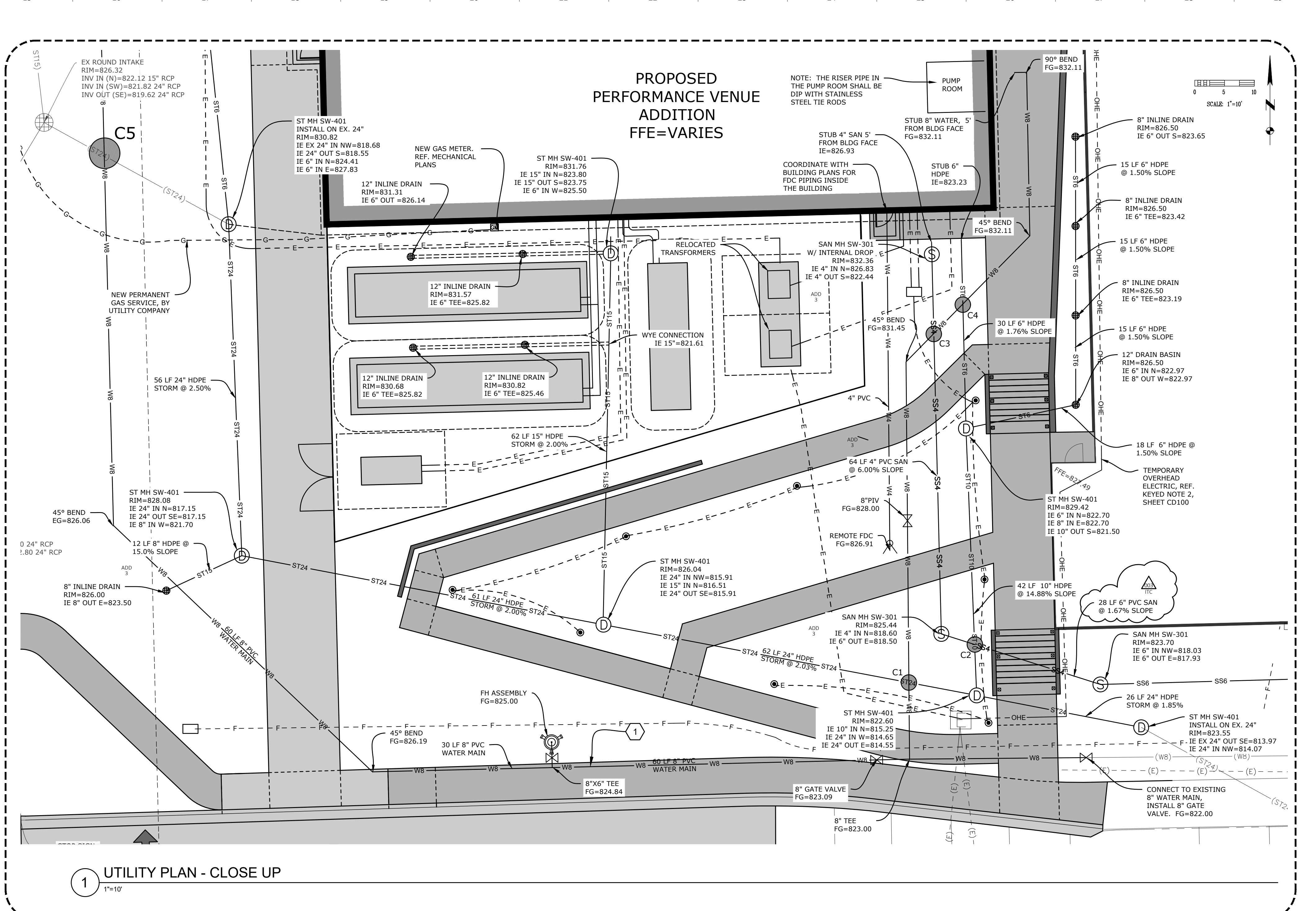
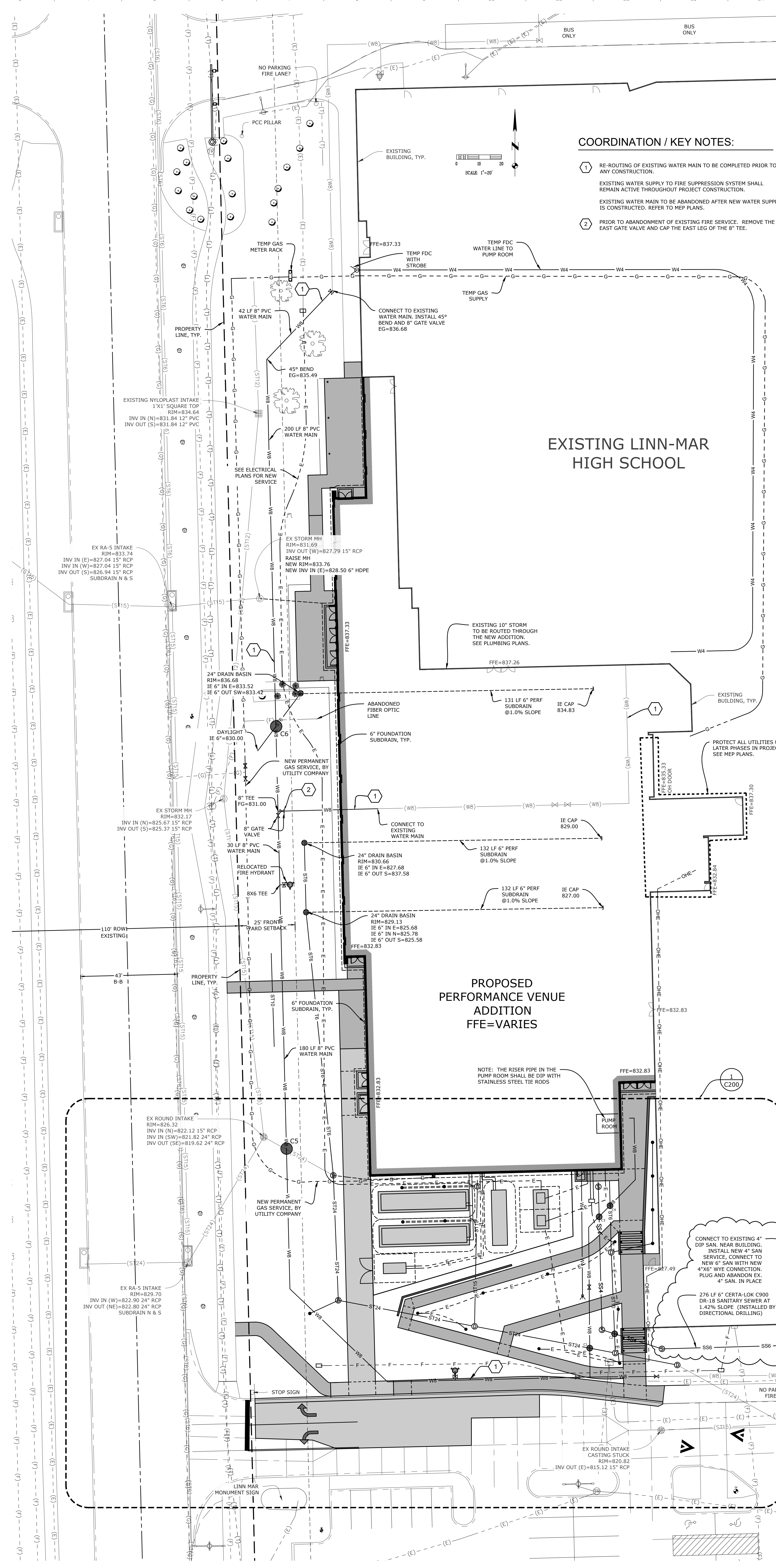
- ITEM #1 ITC 003 – CIVIL PLANS UPDATE
- A. **RE-ISSUE C200 – SITE UTILITY PLAN**
    - 1. **REVISED** – Revised the proposed sanitary sewer line on the south side of the High School to be 276 LF of 6" sanitary sewer installed by directional drilling and connection to the existing sanitary sewer manhole near the SE corner of the building. During exploratory work by the contractor, the existing 4" sanitary sewer elevation was too high for connection.
  - B. **RE-ISSUE C500 – SITE CONTRUCTION NOTES AND DETAILS**
    - 2. **REVISED** – On detail, 'EXISTING DETENTION BASIN – MODIFY OUTLET STRUCTURE', revised the proposed rim adjustment from 802.85 to 803.25.

Associated RFIs: None

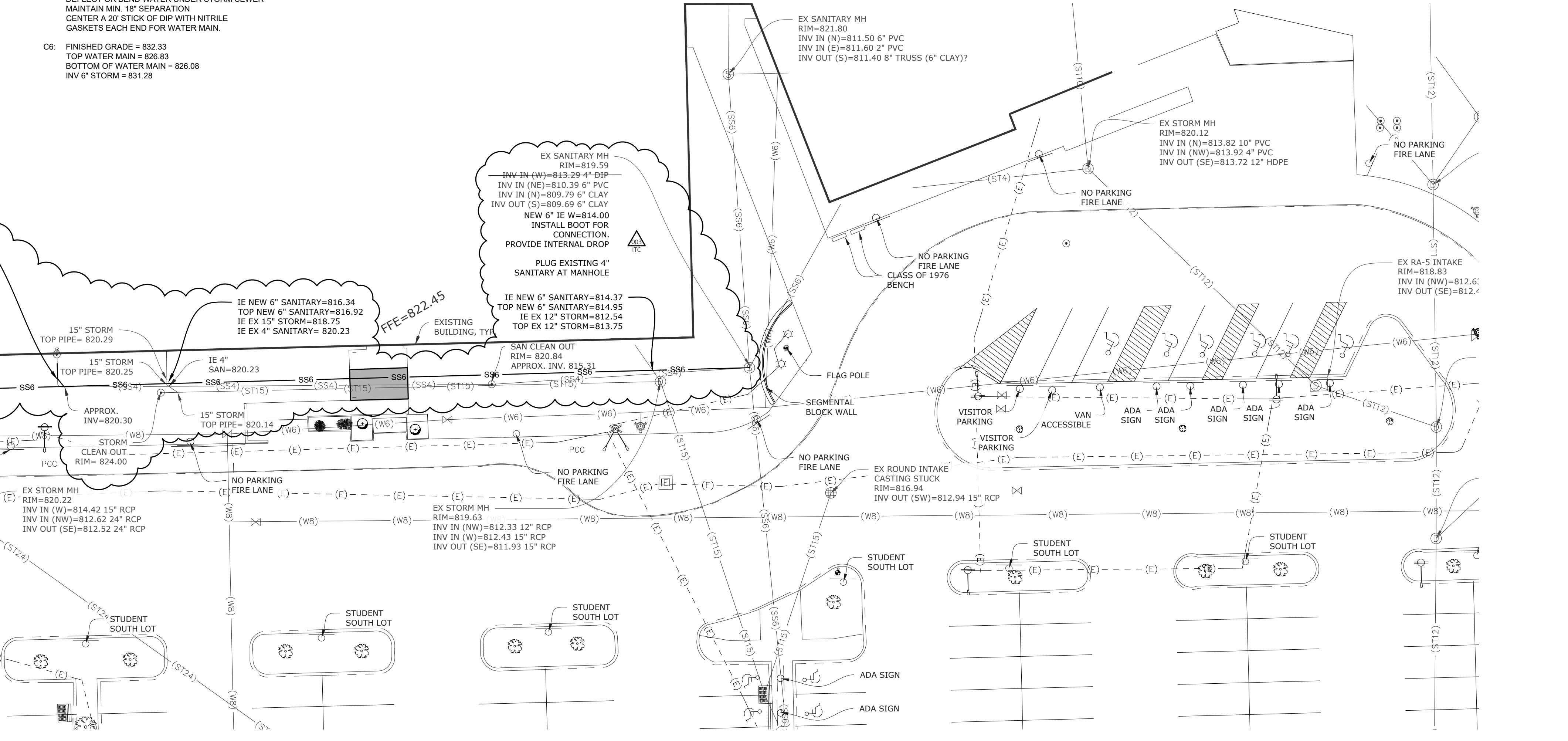
Attachments: C200, C500

Issued By: Brent Jackman, Kelly Slota

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- UTILITY NOTES**
- ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH SDAS AND THE CITY OF MARION SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION AS APPROVED BY THE COWI DIV. UNLESS OTHERWISE NOTED ON THE DRAWINGS.
  - VERIFY THE ELEVATION OF POSSIBLE CONFLICTING UTILITIES PRIOR TO CONSTRUCTING PROPOSED WATER MAINS, SANITARY SEWERS, STORM SEWERS, ETC. ANY CONFLICTS MUST IMMEDIATELY BE REPORTED TO THE ENGINEER'S ATTENTION.
  - ON SITE INSPECTION OF WATER MAIN UTILITIES WILL BE PROVIDED BY THE MUNICIPAL UTILITY. CONTACT MARION WATER DEPARTMENT (319-743-6310) MINIMUM OF 48 HOURS PRIOR TO SCHEDULED WATER MAIN CONSTRUCTION.
  - THE CONTRACTOR IS RESPONSIBLE TO CONTACT IOWA ONE CALL 1-800-292-8889 PRIOR TO EXCAVATION.
  - WATER MAIN MATERIALS, INSTALLATION AND TESTING MUST COMPLY WITH THE 2022 EDITION OF THE COWI STATEWORK, URBAN DESIGN AND SPECIFICATIONS (SDAS) DESIGN STANDARDS AND THE 2019 MARION SUPPLEMENTAL SPECIFICATIONS TO SDAS. THIS APPLIES TO BOTH PUBLIC AND PRIVATE WATER MAINS AND LARGE SERVICE LINES 6" OR LARGER. THE DISTRIBUTION SIDE OF THE METER, FOR PUBLICLY ACCEPTED IMPROVEMENTS DONE WITH SUBDIVISION WORK, THE CONTRACTOR SHALL PURCHASE HYDRANTS AND VALVES FROM THE CITY PER CURRENT POLICY. EXCEPTIONS MUST BE PRE-APPROVED BY PUBLIC WORKS.
  - CONTRACTOR SHALL OBTAIN APPROVAL FROM THE MARION WATER DEPARTMENT AND THE CITY'S ENGINEER FOR ANY VARIANCE FROM THE APPROVED PLAN.
  - CONTRACTOR SHALL CONTACT MARION WATER DEPARTMENT FOR THE FOLLOWING SERVICES: WATER SHUT DOWN, TAP, FLUSH & FILL, SAMPLING AND OTHER SERVICES RELATED TO THE WATER SYSTEM. DISPOSAL OF HIGHLY CHLORINATED WATER SHALL BE IN COMPLIANCE WITH LOCAL, STATE & FEDERAL CODES.
  - FOR WATER MAINS THAT ARE TO BE ACCEPTED INTO THE PUBLIC WATER DISTRIBUTION SYSTEM, THE CONTRACTOR SHALL WARRANT THE WORKMANSHIP AND MATERIAL OF THE INSTALLED WATER MAINS FOR A PERIOD OF TWO (2) YEARS FROM DATE OF ACCEPTANCE AND SHALL FURNISH THE MUNICIPALITY WITH A MAINTENANCE BOND COVERING THE COST OF THE WATER IMPROVEMENTS FOR THAT PERIOD.
  - ALL SERVICE TAP MATERIALS ARE TO BE PURCHASED FROM THE CITY OF MARION WATER DEPARTMENT. THE MARION WATER DEPARTMENT WILL MAKE THE TAP (UP TO 2"). CONTRACTOR TO EXPOSE THE MAIN AND PROVIDE SAFE TRACER FOR MARION WATER DEPARTMENT TO TAP THE MAIN. CONTRACTOR TO PURCHASE WATER METER FROM THE MARION WATER DEPARTMENT. CONTRACTOR TO INSTALL RPZ BACKFLOW DEVICE.
  - THE WATER UTILITY SHALL OPERATE ALL SYSTEM VALVES.
  - TRACER WIRE IS REQUIRED ON ALL PRIVATE AND PUBLIC WATER MAIN 3 INCHES IN DIAMETER OR LARGER. HOLES IN VALVE BOXES FOR TRACER WIRE MUST BE DRILLED.
  - WHERE WATER MAIN AND SANITARY SEWERS CROSS, ONE FULL (20 FOOT) LENGTH OF WATER MAIN SHOULD BE CENTERED OVER THE SANITARY SEWER AND THE VERTICAL DISTANCE SHOULD BE MAINTAINED 18 INCHES OR GREATER. WHERE WATER LINES AND SANITARY SEWERS CROSS AND THE MAIN CLEARANCE CANNOT BE MAINTAINED, THE SEWER MUST BE CONSTRUCTED OF WATER MAIN GRADE AWWA C900 30" OR DUCTILE IRON PIPE WITH COMPRESSING FITTINGS OR MECHANICAL JOINTS IF WITHIN 10 FEET OF THE WATER MAIN.
  - UNLESS SPECIFICALLY APPROVED OTHERWISE, ALL LATERAL CONNECTIONS TO EXISTING MAINS THAT HAVE BEEN PREVIOUSLY TESTED AND TURNED INTO SERVICE, THAT ARE 4-INCH OR LARGER, SHALL BE DONE BY LINE TAP USING AN APPROVED TAPPING BLEVE OR SHOULDER VALVE.
  - WATER MAINS AND LARGE SERVICES 6" OR LARGER OVER 20 FEET IN LENGTH ARE REQUIRED TO BE DISINFECTED, FLUSHED, FILLED AND PRESSURE TESTED. PRESSURE/LEAKAGE TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH SDAS 2019 EDITION AND CITY OF MARION SUPPLEMENTAL SPECIFICATIONS.
  - WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651. NO WATER MAIN SHALL BE PLACED INTO SERVICE UNTIL ALL SAMPLES HAVE PASSED BACTERIOLOGICAL TESTS.
  - HEAVILY CHLORINATED WATER MAY NOT REMAIN IN THE PIPELINE FOR MORE THAN 48 HOURS. HEAVILY CHLORINATED WATER SHOULD BE FLUSHED THOROUGHLY FROM THE PIPELINE. UNTIL THE REPLACEMENT WATER THROUGHOUT ITS LENGTH WILL BE EQUAL IN QUALITY TO PERMANENT SOURCE OF SUPPLY, THE CHLORINATED WATER SHALL BE NEUTRALIZED BY TREATING WITH SODIUM BISULFITE. SODIUM BISULFITE, SODIUM THIO-SULFATE, OR SODIUM HYDRO-SULFIDE, SHOULD BE APPROVED CHEMICAL BEFORE DISPOSAL.
  - IN ORDER TO PREVENT DAMAGE TO THE PIPE LINES AND VALVE COMPONENTS FROM DRY POWDER OR TABLET CHLORINE THE FOLLOWING PROCEDURE MUST BE USED. IN CASES WHERE THE CONTRACTOR IS UTILIZING POWDER OR TABLET CHLORINE DEPOSITED INTO THE WATER MAIN WHILE IT IS BEING INSTALLED, THE MAIN MUST BE FILLED WITHIN 48 HOURS.
  - WATER SERVICE PIPE MATERIAL SHALL COMPLY WITH AWWA C900 WITH GRAY IRON PIPE EQUIVALENT OUTSIDE DIAMETERS. C900 WITH DR-19 WALL THICKNESS.
  - BEEDING FOR WATER MAIN SHALL BE CLASS P-1 PER SDAS FIGURE 2010-04 (8W-104).
  - ALL WATER MAIN AND FIRE HYDRANTS ARE TO BE PRIVATELY OWNED AND MAINTAINED.
- STORM SEWER NOTES**
- STORM SEWER IN PUBLIC RIGHT OF WAY OR PUBLIC EASEMENTS SHALL BE REINFORCED CONCRETE PIPE (RCP). SEE SPECIFICATIONS FOR REQUIREMENTS.
  - STORM SEWER ON PRIVATE PROPERTY MAY BE HDPE DUAL WALL PIPE OR REINFORCED CONCRETE PIPE (RCP). SEE SPECIFICATIONS FOR REQUIREMENTS.
  - FLARED END SECTIONS SHALL BE CONCRETE AND CONSTRUCTED IN ACCORDANCE WITH SDAS DETAIL 4000.021. ALL STORM SEWER FLARED END SECTIONS 15" DIAMETER AND GREATER SHALL BE CONSTRUCTED WITH A RCP APRON SECTION FOOTING.
  - HYDROPLAST STORM STRUCTURES MAY BE SUBSTITUTED FOR CONCRETE STORM STRUCTURES ON PRIVATE PROPERTY.
  - HYDROPLAST FOR FOUNDATION SUB-DRAIN SHALL BE SDAS TYPE A-2 PER SDAS FIGURE 640.32
- UTILITY CROSSINGS**
- FINISHED GRADE = 824.63  
TOP OF WATER MAIN = 818.83  
BOTTOM OF WATER MAIN = 817.88  
INV 10" STORM = 814.86  
TOP 24" STORM = 817.11  
CENTER ONE (20" STICK OF C900 FOR STORM SEWER AT CROSSING.
  - FINISHED GRADE = 825.54  
INV SAN = 818.40  
INV 10" STORM = 815.40  
TOP 10" STORM = 817.40
  - FINISHED GRADE = 831.78  
TOP WATER MAIN = 828.28  
BOTTOM WATER MAIN = 825.53  
INV 6" SAN = 827.80  
TOP 6" SAN = 827.80
  - FINISHED GRADE = 831.87  
TOP WATER MAIN = 828.37  
BOTTOM WATER MAIN = 825.62  
INV 6" STORM = 823.05  
TOP 6" STORM = 825.70
  - FINISHED GRADE = 826.40  
INV 24" STORM = 819.32  
DEFLECT OR BEND WATER UNDER STORM SEWER  
MARK MAIN. 18" SEPARATION  
CENTER A 20" STICK OF DIP WITH NITRILE GASKETS EACH END FOR WATER MAIN.
  - FINISHED GRADE = 832.33  
TOP WATER MAIN = 828.83  
BOTTOM OF WATER MAIN = 826.08  
INV 6" STORM = 831.28



**OPN ARCHITECTS**  
100 Court Ave., Suite 100  
Des Moines, IA 50309  
P: 515-309-0722  
F: 515-309-0725  
www.opnarchitects.com

Project: **LINN-MAR CSO**  
3111 10th Street  
Marion, IA

Design Engineer: **Raker Rhodes Engineering, LLC**  
132 E Washington Street, Ste. B  
Iowa City, IA 52240  
P: 319.333.7850  
Contact: Brad Hill

Mechanical/Electrical/Plumbing/Technology Engineer:  
**Design Engineers**  
5800 Prairie View Ln SW  
Cedar Rapids, IA  
P: 319.841.1944  
Contact: Adam Bunnell

Threats Modeling and Lighting Design:  
**Schuler Shook**  
219 Main Street SE, Ste. 200  
Minneapolis, MN 55414  
P: 612.802.1516  
Contact: Jody Kovalek

Acoustic and Audio/Visual Design:  
**Threshold Acoustics, LLC**  
141 West Jackson Blvd, Suite 2080  
Chicago, IL 60604  
P: 312.386.1400  
Contact: Brandon Cudequest

Revision	Description	Date
2	ADDED	01/17/2024
3	ADDED	01/20/2024
3	ITC 003	02/07/2024

OPN Project No: **22216000**

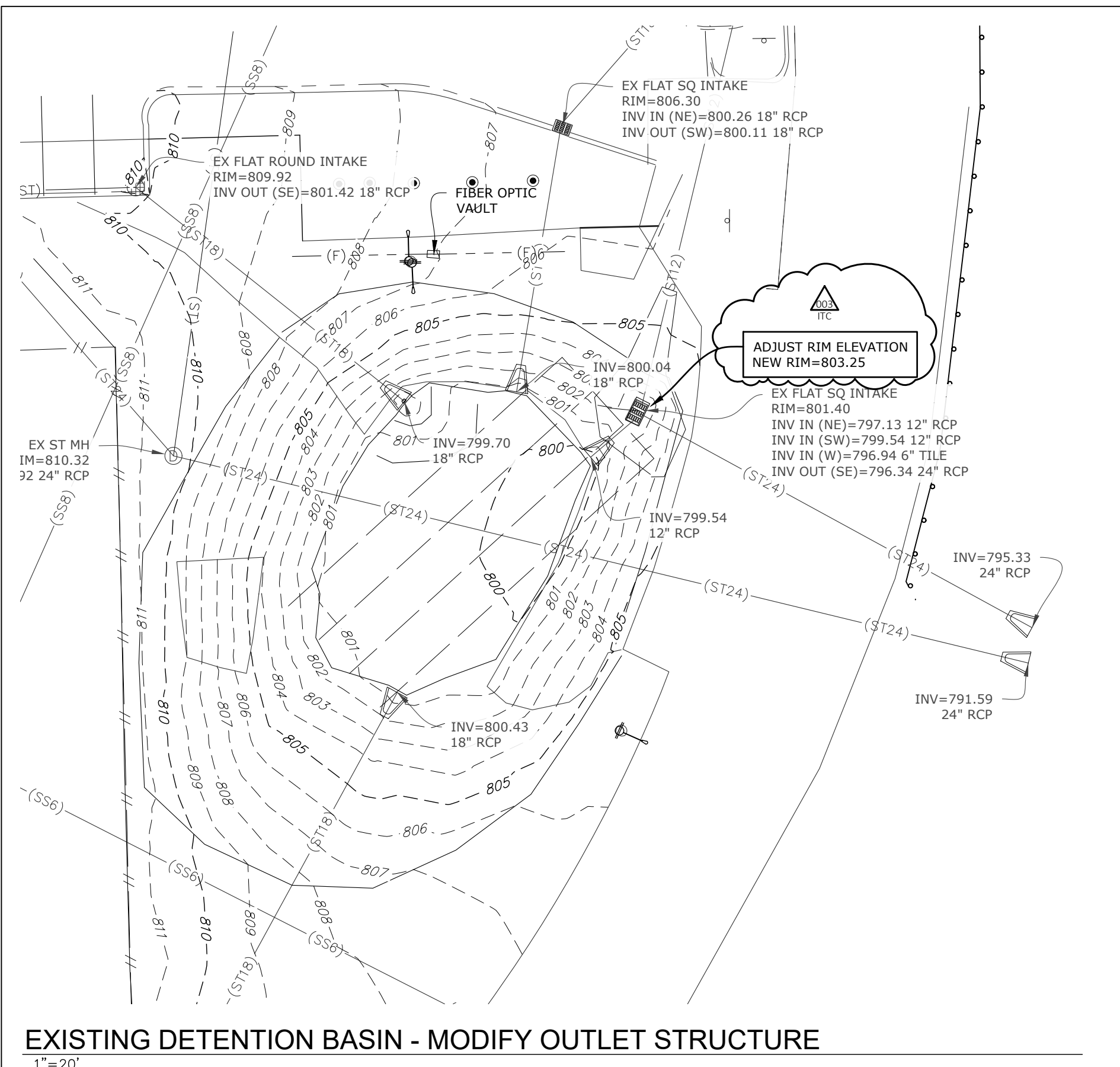
100% CONSTRUCTION DOCUMENTS

01/09/2024

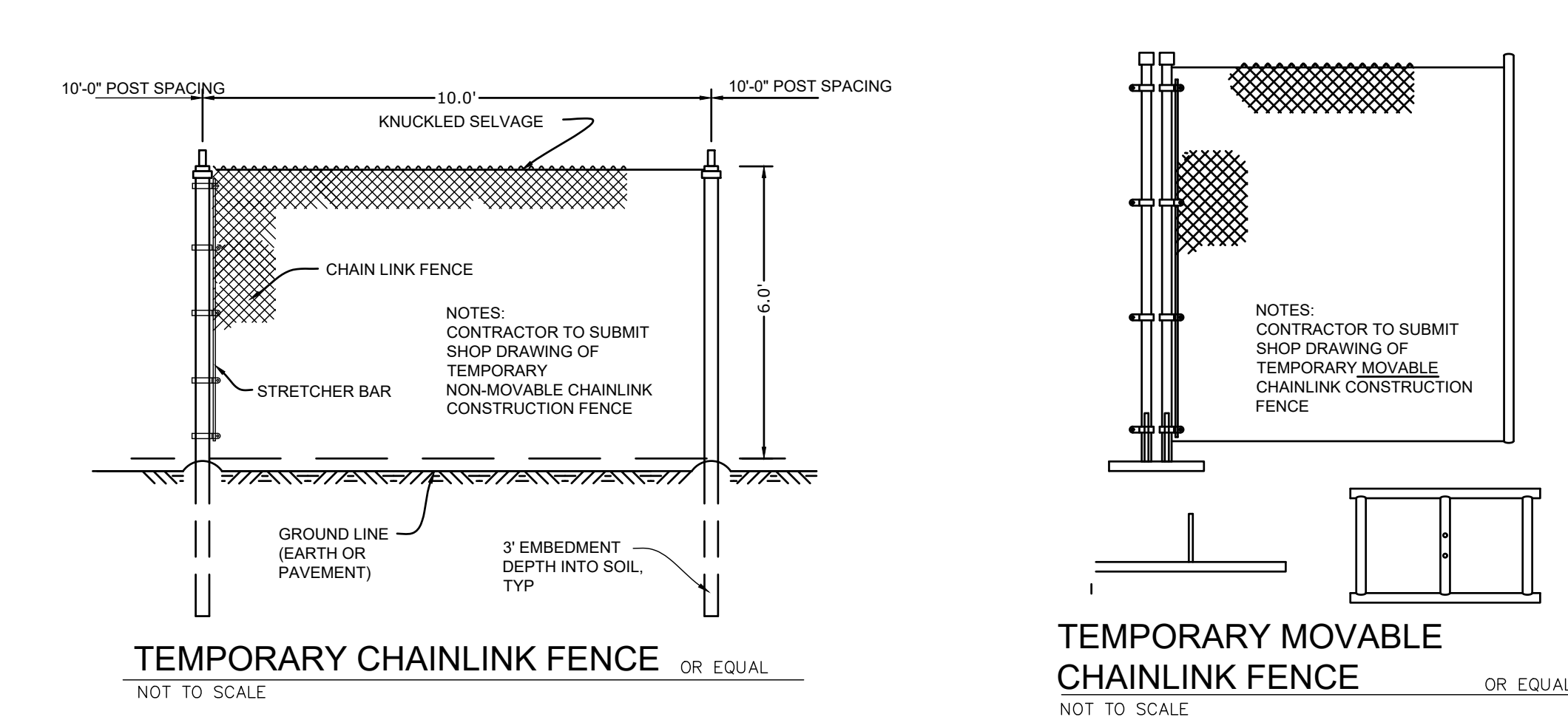
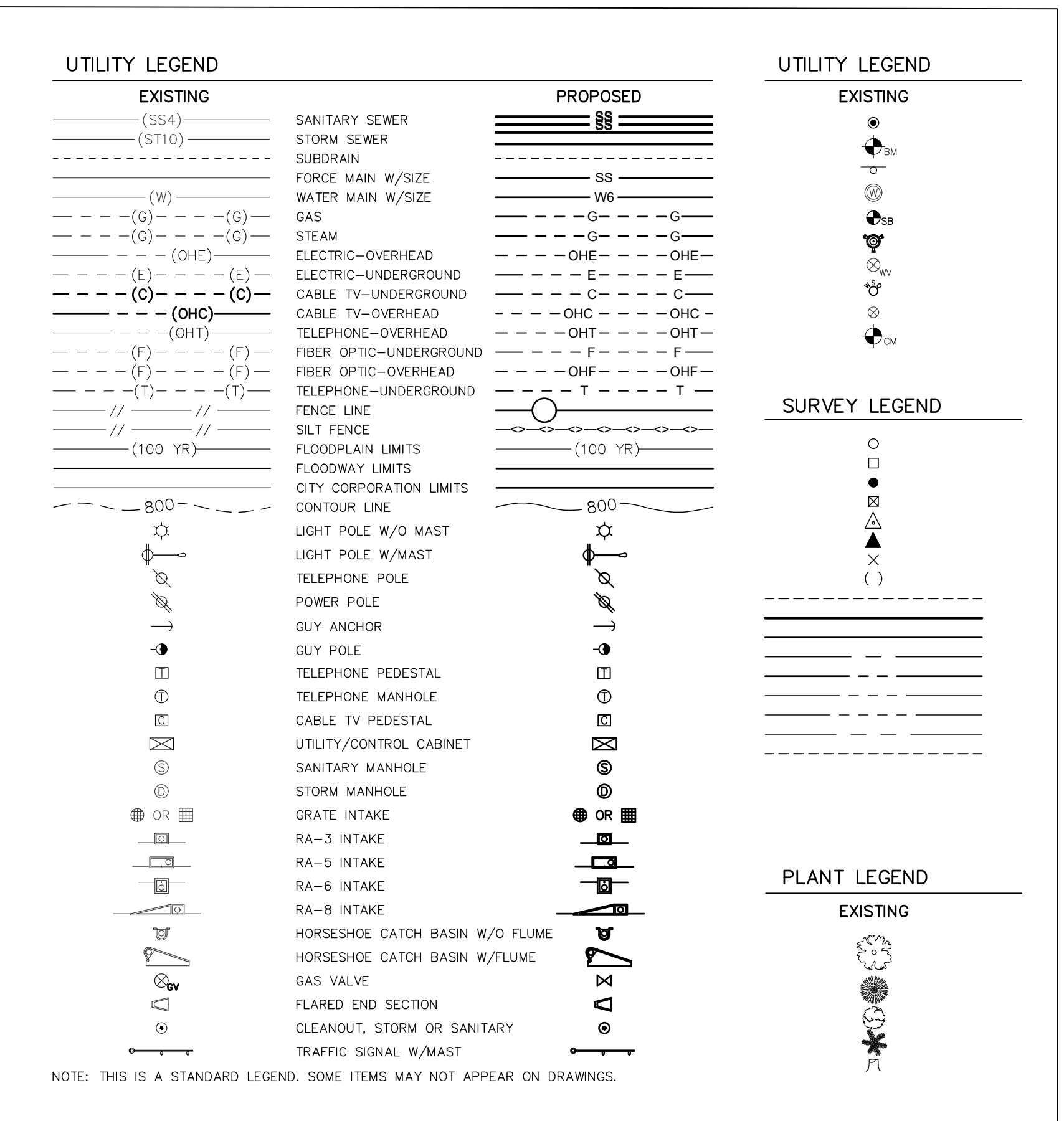
**SITE UTILITY PLAN**

Sheet Number: **C200**

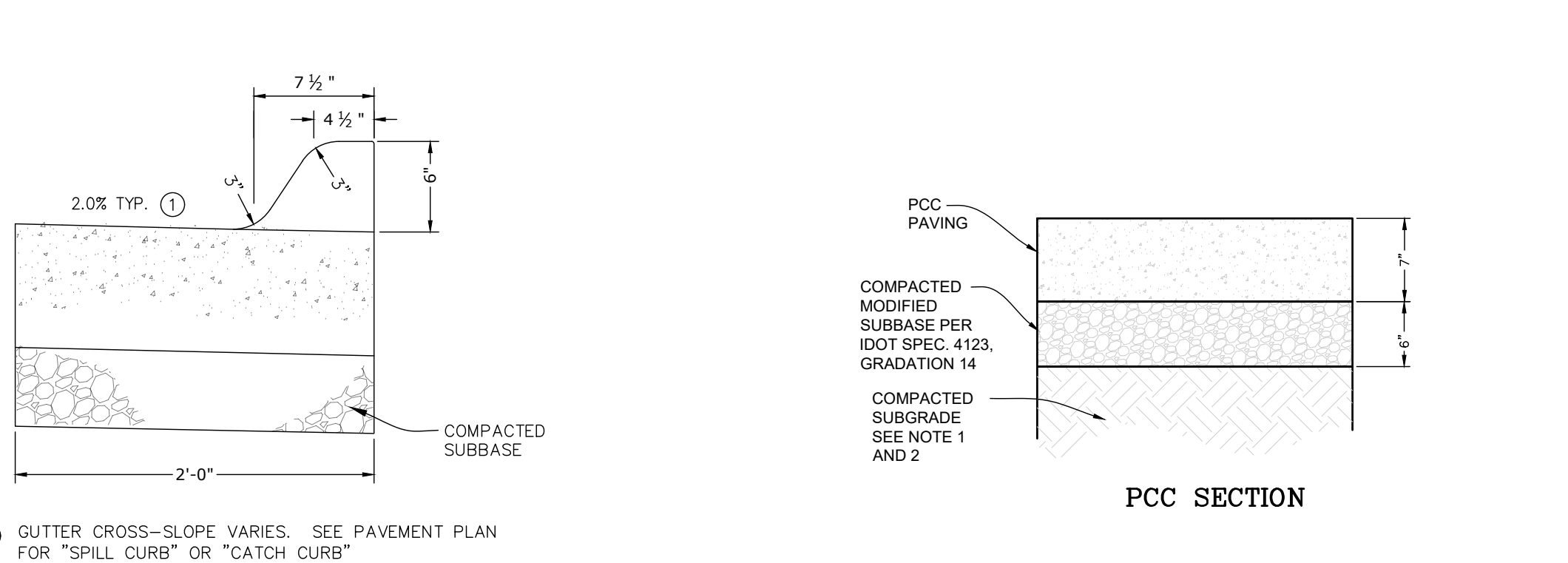
STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD DETAILS FOR PUBLIC IMPROVEMENTS		
ITEM	SUDAS FIGURE #	CR FIGURE #
TRENCH BEDDING AND BACKFILL ZONES	3010.101	SW-101
RIGID GRAVITY PIPE TRENCH BEDDING	3010.102	SW-102
FLEXIBLE GRAVITY PIPE TRENCH BEDDING	3010.103	SW-103
PRESSURE PIPE TRENCH BEDDING	3010.104	SW-104
SANITARY SEWER SERVICE STUB	4010.201	SW-201
SANITARY SEWER CLEANOUT	4010.203	SW-203
SUBDRAIN CLEANOUTS		
STORM SEWER PIPE CONNECTIONS	4020.211	SW-211
CIRCULAR CONCRETE APRONS	4030.222	
SUBDRAINS	4040.231	4040.999.231
SUBDRAIN CLEANOUTS	4040.232	
THRUST BLOCKS	5010.101	WM-101
HYDRANT SET DETAIL	5010.102	5910.102
RESTRAINING METHODS	5010.102	5910.990
RESTRAINING ROD REQUIREMENTS		5910.991
CONCRETE BLOCKING FOR FIXTURES		5920.992
CONTOUR LINE		5920.993
CIRCULAR SANITARY SEWER MANHOLE	6010.301	SW-301
CIRCULAR STORM SEWER MANHOLE	6010.401	SW-401
SINGLE GRATE INTAKE	6010.501	SW-501
DOUBLE OPEN-THROAT CURB INTAKE - SMALL BOX	6010.509	SW-509
DOUBLE OPEN-THROAT CURB INTAKE - LARGE BOX	6010.510	SW-510
CASTINGS FOR SANITARY SEWER MANHOLES	6010.601	SW-601
CASTINGS FOR STORM SEWER MANHOLES	6010.602	SW-602
CASTINGS FOR GRATE INTAKES	6010.603	SW-603
JOINTS	7010.101	PV-101
MANHOLE BOXOUTS IN PCC PAVEMENT	7010.103	PV-103
TYPICAL JOINTING LAYOUT	7010.904	
GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK	7030.204	
CURB RAMP FOR CLASS B OR C SIDEWALK	7030.207	
FILTER BERM & FILTER SOCK	9040.102	
ROLLED EROSION CONTROL PRODUCT (RECAP) INSTALLATION ON SLOPES	9040.103	
SILT FENCE	9040.119	
STABILIZED CONSTRUCTION ENTRANCE	9040.120	
TYPE B AND CONCRETE STEPS WITH HANDRAIL	9080.102	



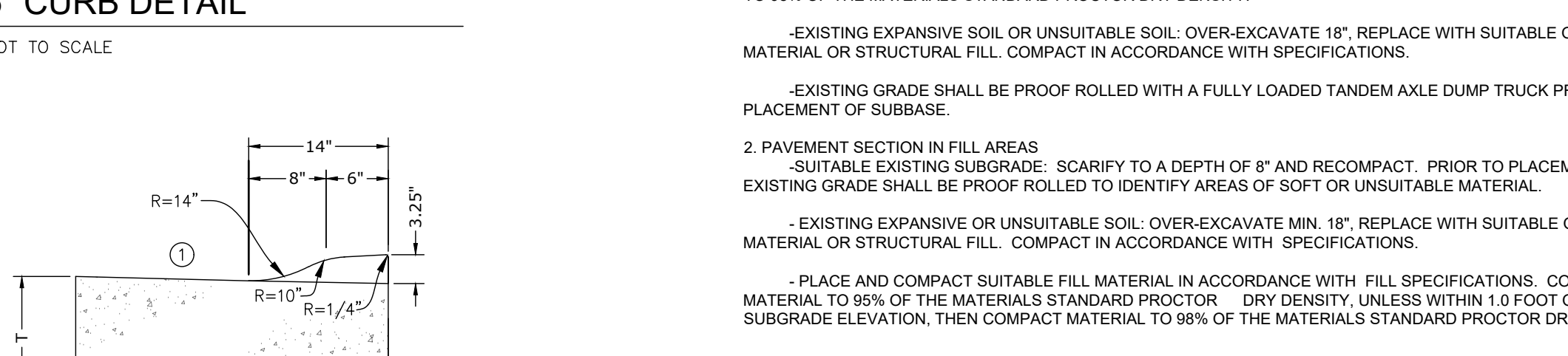
EXISTING DETENTION BASIN - MODIFY OUTLET STRUCTURE  
T=20'



TEMPORARY CHAINLINK FENCE OR EQUAL  
NOT TO SCALE



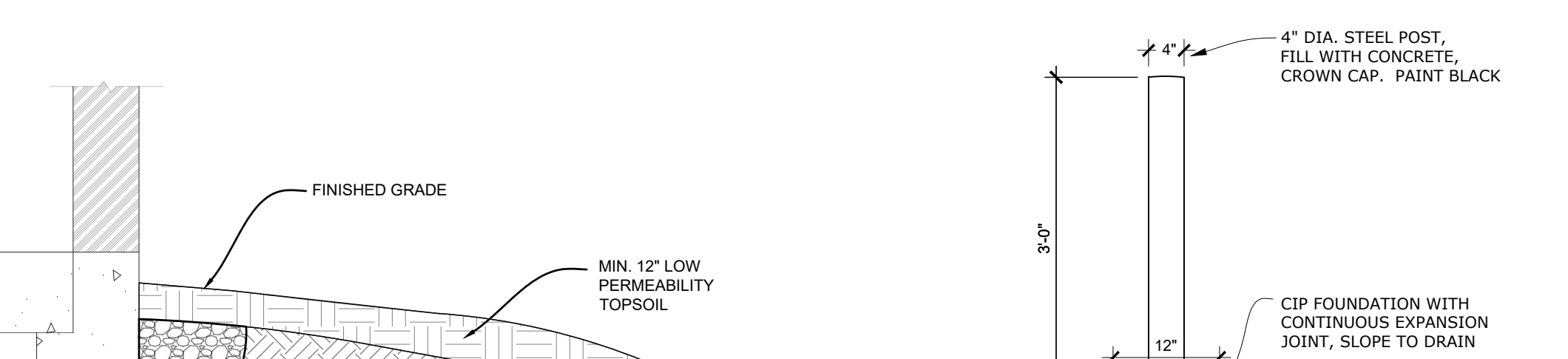
6" CURB DETAIL  
NOT TO SCALE



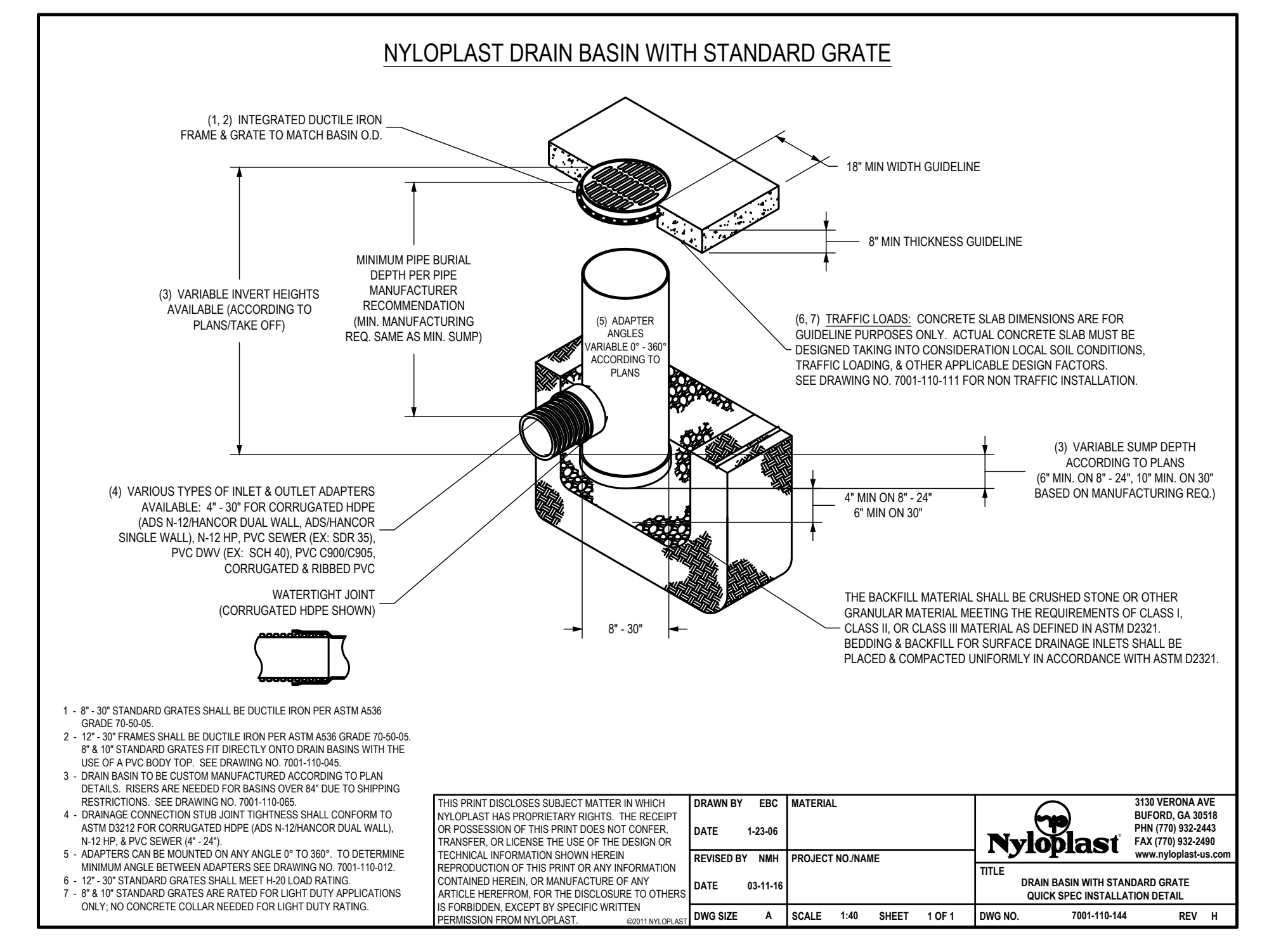
IN-LINE DRAIN DETAIL - NON-PAVED  
NOT TO SCALE



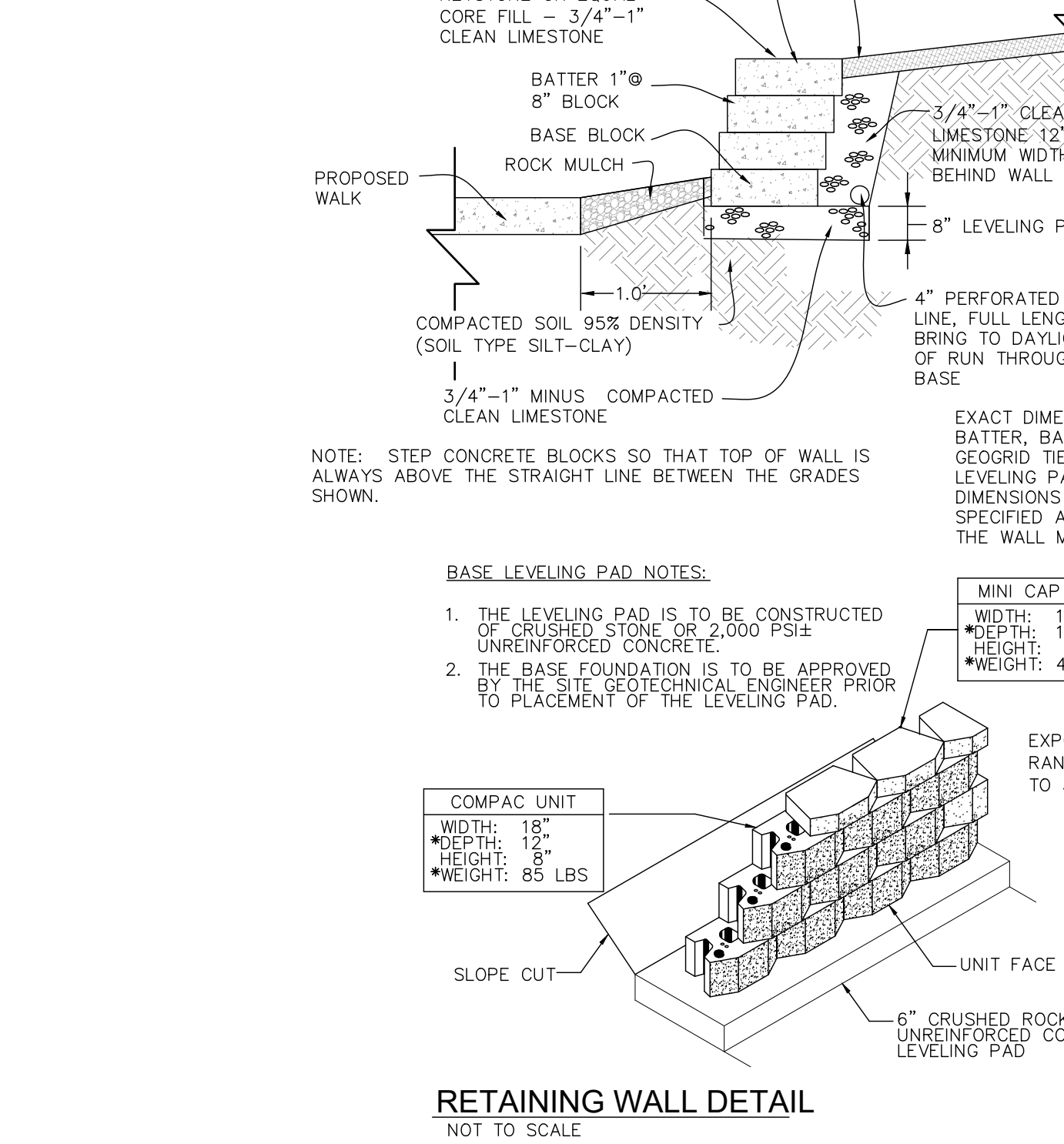
FOUNDATION SUBDRAIN DETAIL  
NOT TO SCALE



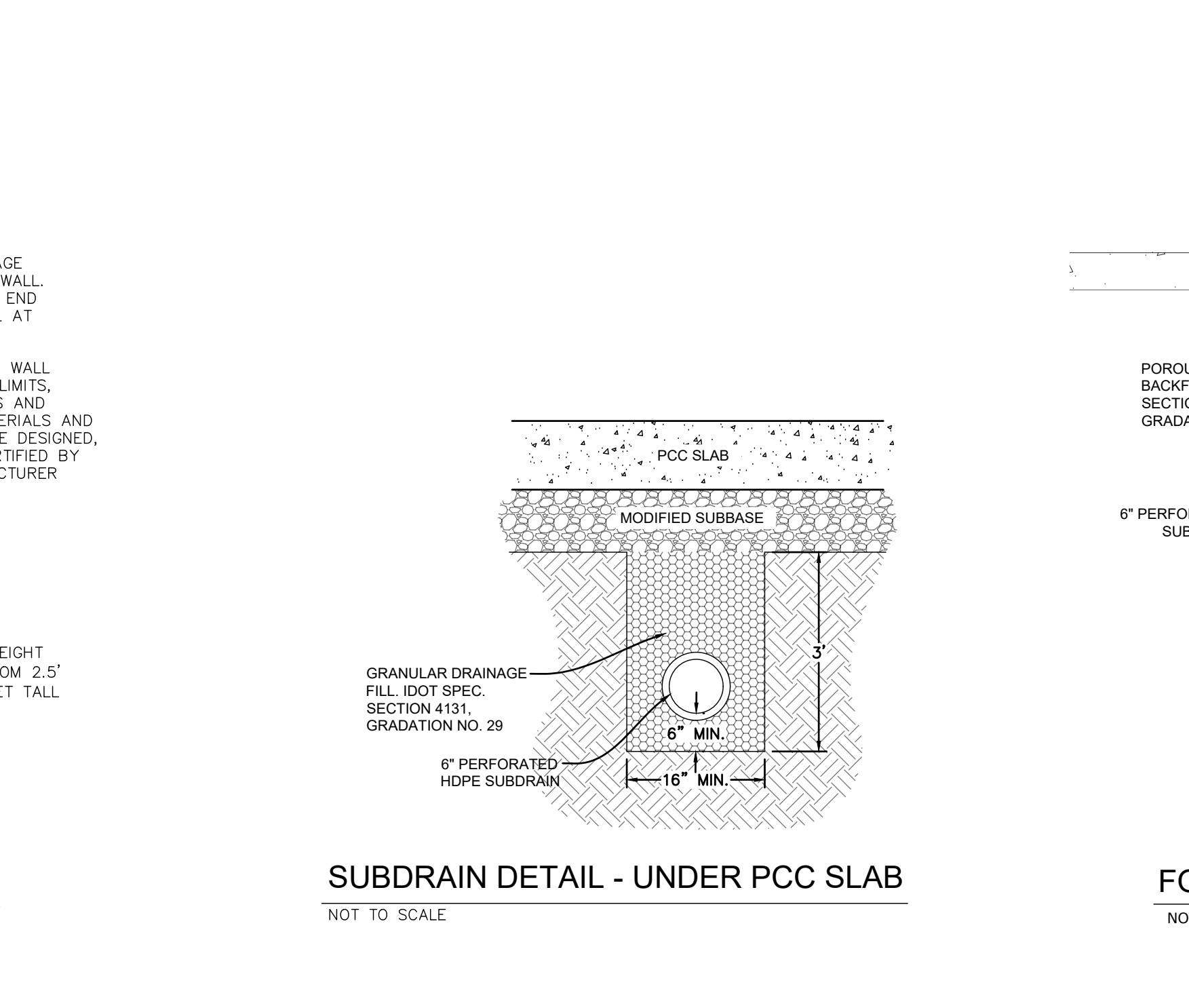
RETAINING WALL DETAIL  
NOT TO SCALE



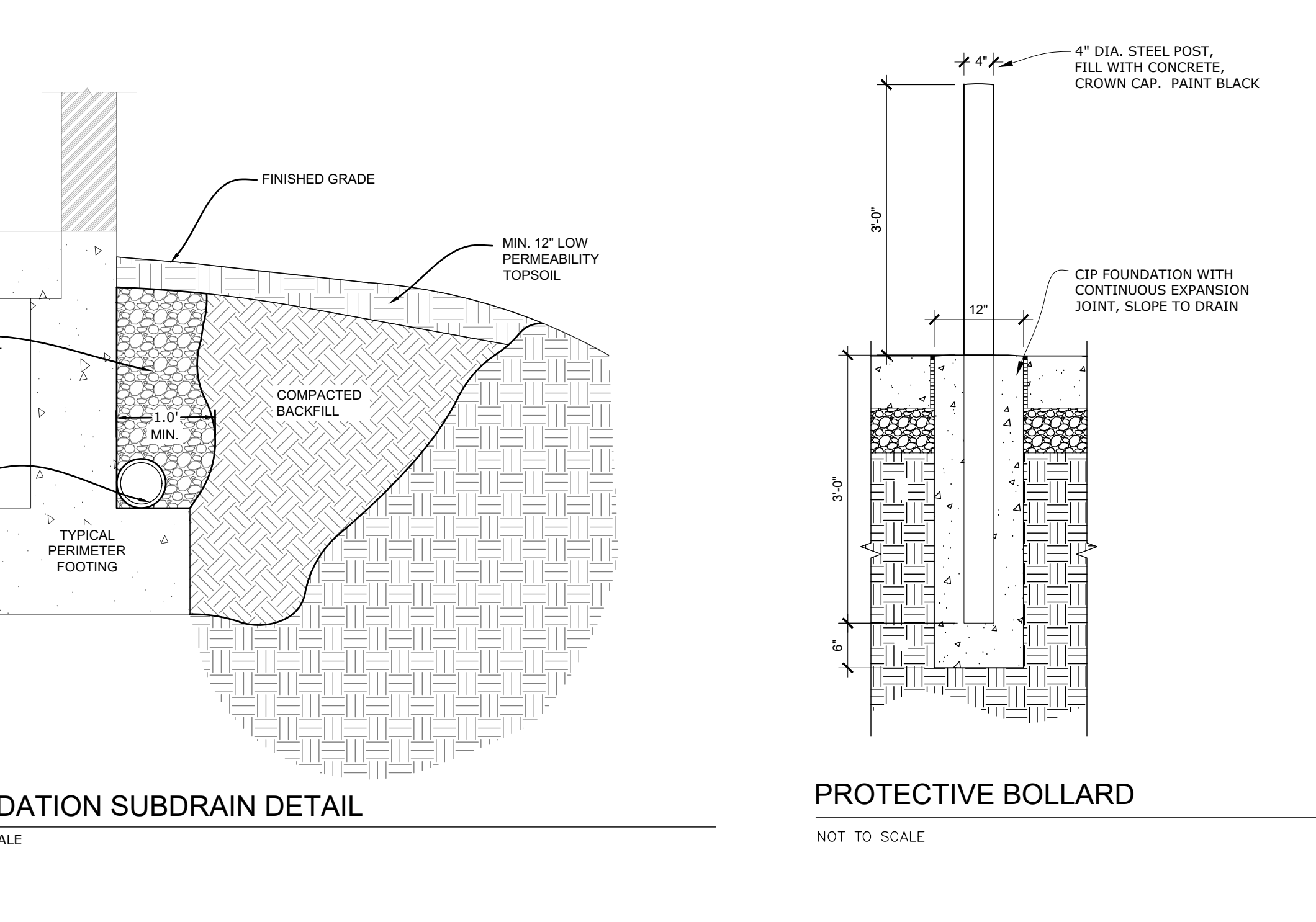
NYLOPLAST DRAIN BASIN WITH STANDARD GRATE



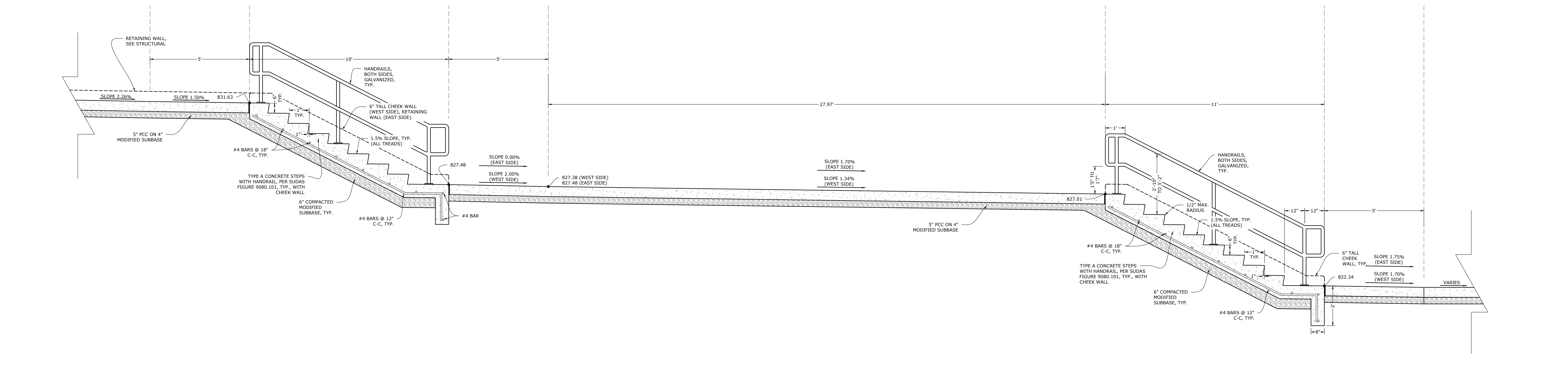
SUBDRAIN DETAIL - UNDER PCC SLAB  
NOT TO SCALE



FOUNDATION SUBDRAIN DETAIL  
NOT TO SCALE



PROTECTIVE BOLLARD  
NOT TO SCALE



RETAINING WALL, SEE STRUCTURAL

**OPN ARCHITECTS**  
100 Court Ave., Suite 100  
Des Moines, IA 50309  
P: 515-269-0722  
F: 515-269-0725  
www.opnarchitects.com

Client:  
**LINN-MAR CSD**  
3111 10th Street  
Marion, IA

Project:  
**LINN-MAR PERFORMANCE CENTER**

Lead Engineer:  
Hall and Hall  
1860 Boyson Road  
Hawatha, IA 52233  
P: 319.360.9548  
Contact: Brent Jackman

Structural Engineer:  
Raker Rhodes Engineering, LLC  
112 E. Washington Street, Ste. B  
Iowa City, IA 52240  
P: 319.333.7850  
Contact: Brad Hill

Mechanical / Electrical / Plumbing / Technology Engineer:  
Design Engineers  
5801 Prairie View Ln SW  
Cedar Rapids, IA  
P: 319.841.1944  
Contact: Adam Bunnell

Thesis Planning and Lighting Design:  
Schuler Shook  
219 Main Street SE, Ste. 200  
Minneapolis, MN 55414  
P: 612.802.1516  
Contact: Jody Kovack

Acoustic & Audio/Visual Design:  
Threshold Acoustics, LLC  
141 West Jackson Blvd, Suite 2080  
Chicago, IL 60604  
P: 312.386.1400  
Contact: Brandon Cudequest

Revision Description Date  
2 ADD ADDITION 1 01/19/2024  
3 ADD ADDITION 2 01/19/2024  
3 ITC 003 01/19/2024

OPN Project No:  
**22216000**

Sheet Name:  
**SITE CONSTRUCTION NOTES AND DETAILS**

Sheet Number:  
**C500**



May 24, 2024

Tyler Nixt  
McComas-Lacina Construction LC  
1310 Highland Court  
Iowa City, IA 52240

Re: Insurance Expense for Linn-Mar Performance Center

To Whom It May Concern:

Relion Insurance Solutions is the insurance broker that handles the insurance coverage on behalf of McComas-Lacina Construction LC.

The general business casualty insurance expenses incurred by McComas-Lacina Construction, LC represent 2% of annual gross revenue. As such, to compensate for insurance expense, a factor of 2% needs to be included in all job costing. Therefore, this factor needs to apply to all construction contracts and construction change orders to cover the insurance expense.

Sincerely,

A handwritten signature in black ink that reads 'Craig A. Schroeder'. The signature is fluid and cursive, written in a professional style.

Craig Schroeder  
[cschroeder@relion-ins.com](mailto:cschroeder@relion-ins.com)  
319.887.3737





4200 University Avenue, Suite 200  
West Des Moines, IA 50266-5945  
515-244-0166  
[www.assuredpartners.com](http://www.assuredpartners.com)

May 24, 2024

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

RE: McComas – Lacina Construction, L. C.  
Bonding Premiums

Dear Sir or Madam:

Fidelity and Deposit Company of Maryland will charge an additional 1.33% on any and all projects at the time of completion for any increase in the final contract price if the additional premium is more than \$100.00. This premium will be billed to McComas – Lacina Construction, L. C.

Sincerely,  
AssuredPartners Great Plains, LLC

A handwritten signature in black ink that reads "J. I. Schmit".

Joseph I. Schmit  
Attorney-in-Fact for  
Fidelity and Deposit Company of Maryland



MLC Job # 2630

Date 5/28/2024

Project Name: Linn-Mar Performance Center

COR-002

ITC-005

RFI-

Description: Wall type changes

<b>MLC Labor</b>				
		Hrs	\$73.17	\$0.00
<b>Labor Subtotal</b>				<b>\$0.00</b>
<b>MLC Equipment</b>				
<b>Equipment Subtotal</b>				<b>\$0.00</b>
<b>MLC Material</b>				
<b>Material Subtotal</b>				<b>\$0.00</b>
<b>MLC - Subcontractor</b>				
Pearson Wall Systems				\$2,488.00
<b>Subcontract Subtotal</b>				<b>\$2,488.00</b>

Subtotal	\$2,488.00
10% Labor Mark up	\$0.00
10% Material	\$0.00
5% Sub contractor mark up	\$124.40
2% Insurance	\$49.76
1.33 % Bond Mark up	\$33.09
<b>Total COR</b>	<b>\$2,695.25</b>



PEARSON WALL SYSTEMS

---

McComas Lacin Construction  
1310 Highland Court  
Iowa City, IA 52204  
Ph. (319) 338-1125 Fax (319) 338-5964

May 24, 2023

PWS Change Order #01  
PWS Project #24-005

Attention: Phil Keppler

Project: Linn Mar Performance Center

Re: ITC-005 (added material cost for exterior wall type changes)

Phil,  
I will list the added cost below for the above-described work. Please contact Luke Erickson with any questions.

ADD: \$10,231.00

CREDIT: (\$7,969.00)

$\$2,262.00 \times 10\% \text{ O\&P} = \text{TOTAL ADD } \$2,488.00$

Approved by \_\_\_\_\_

Date \_\_\_\_\_

Pearson Wall Systems  
Matt Sherrets

# ITC-005

## Credit

- 600S162-43	3,143 Lnft	( <sup>\$</sup> 6,600. <sup>00</sup> )
- 600T250-54	160 Lnft	( <sup>\$</sup> 384. <sup>00</sup> )
- 600T125-43	530 Lnft	( <sup>\$</sup> 985. <sup>00</sup> )
		<hr/>
		( <sup>\$</sup> 7,969. <sup>00</sup> ) credit

## Add

- 800S162-43	3,143 Lnft	<sup>\$</sup> 8,386. <sup>00</sup>
- 800T250-54	160 Lnft	<sup>\$</sup> 582. <sup>00</sup>
- 800T125-43	530 Lnft	<sup>\$</sup> 1,263. <sup>00</sup>
		<hr/>
		<sup>\$</sup> 10,231. <sup>00</sup> Add



## INSTRUCTION TO CONTRACTOR – ITC NO. 005

---

**Date:** 05/20/2024  
**Project:** Linn-Mar Performance Center  
**Project Number:** 22216000  
**Client:** Linn-Mar Community School District  
**General Contractor:** McComas Lacina Construction

---

If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

The following Instruction to Contractor is issued to:

- Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

**Initiated By: McComas Lacina Construction – RFI-013**

**Description: Clarification of wall types in specific locations for 8" stud versus 6" stud (X1d0)**

**Action Required:**

### GENERAL INFORMATION

- 1) See RFI – 013 and response.

### ARCHITECTURAL

- 1) SHEET A311 – WALL SECTIONS
  - a) **REISSUED SHEETS:** REVISED detail A8 to show correct wall tag of X1e0.
- 2) SHEET A312 – WALL SECTIONS
  - a) **REISSUED SHEETS:** REVISED detail to show all tag on section, wall type to be X1d0.
- 3) SHEET A313 – WALL SECTIONS
  - a) **REISSUED SHEETS:** REVISED details B1 and B5. Detail B1 wall type to change to A1e0 and detail B5 to show correct wall tag of X1e0.
- 4) SHEET A321 – WALL SECTIONS
  - a) **REISSUED SHEETS:** REVISED detail A1 to show correct wall type and tag of X1e0. The detail was also updated to show correct parapet detail with continuous insulation and membrane overlap.
- 5) SHEET A371 – PLAN DETAILS
  - a) **REISSUED SHEETS:** REVISED detail B22 to show correct wall tag of X1e0.
- 6) SHEET A382 – SECTION DETAILS
  - a) **REISSUED SHEETS:** REVISED details R1 and H8. Detail R1 wall type to change to A1e0 and detail H8 to show correct wall tag of X1e0.
- 7) SHEET A385 – WALL SECTIONS
  - a) **REISSUED SHEETS:** REVISED detail N8 to show correct wall tag of X1e0. Detail updated to show correct parapet detail with continuous insulation and to include the window and flashing condition in the detail.

**Associated RFIs:**

RFI 013



**Attachments:**

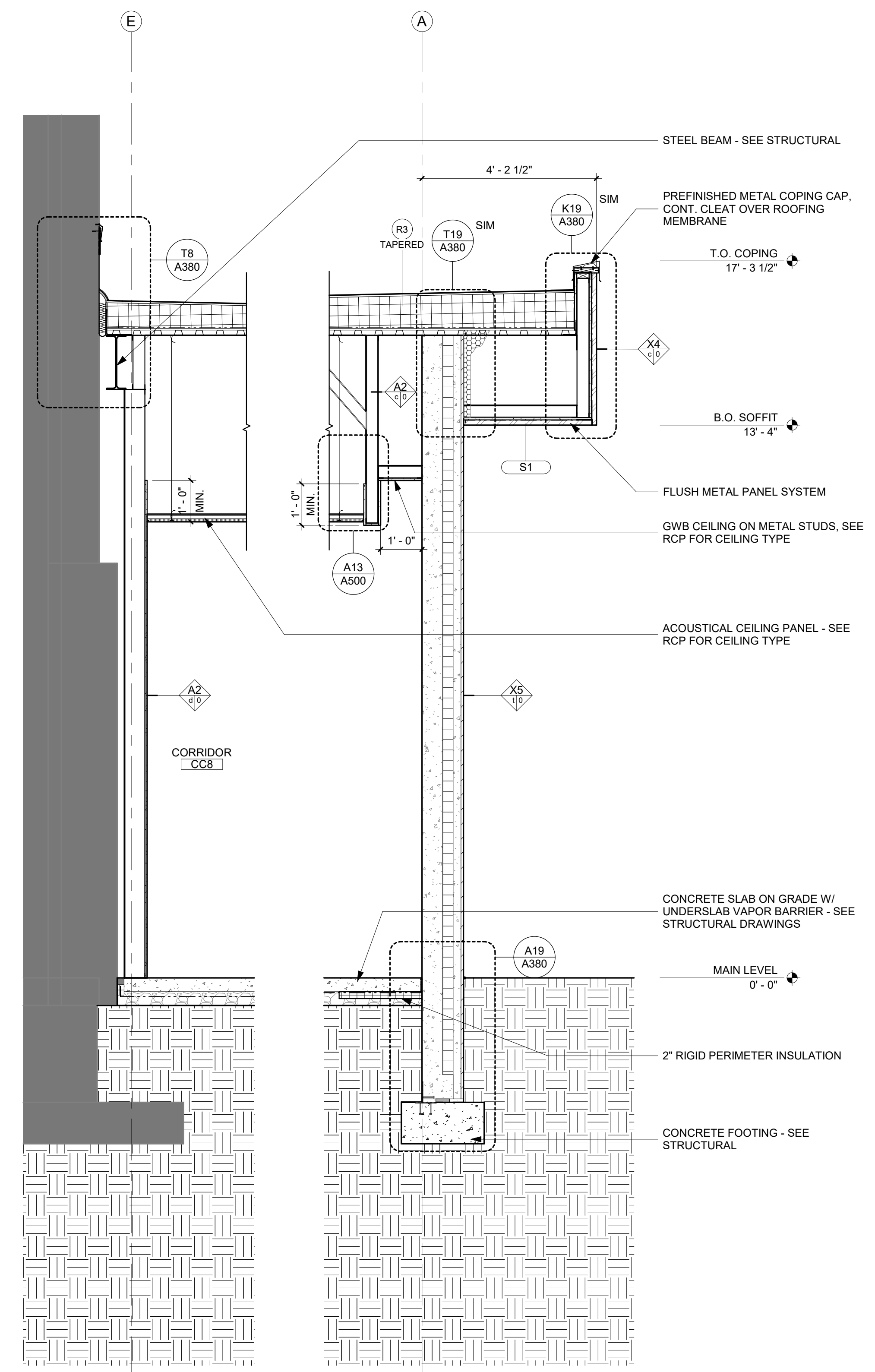
Architectural Sheets: A311, A312, A313, A321, A371, A382, A385

**Issued By: Andru Meiners AIA**

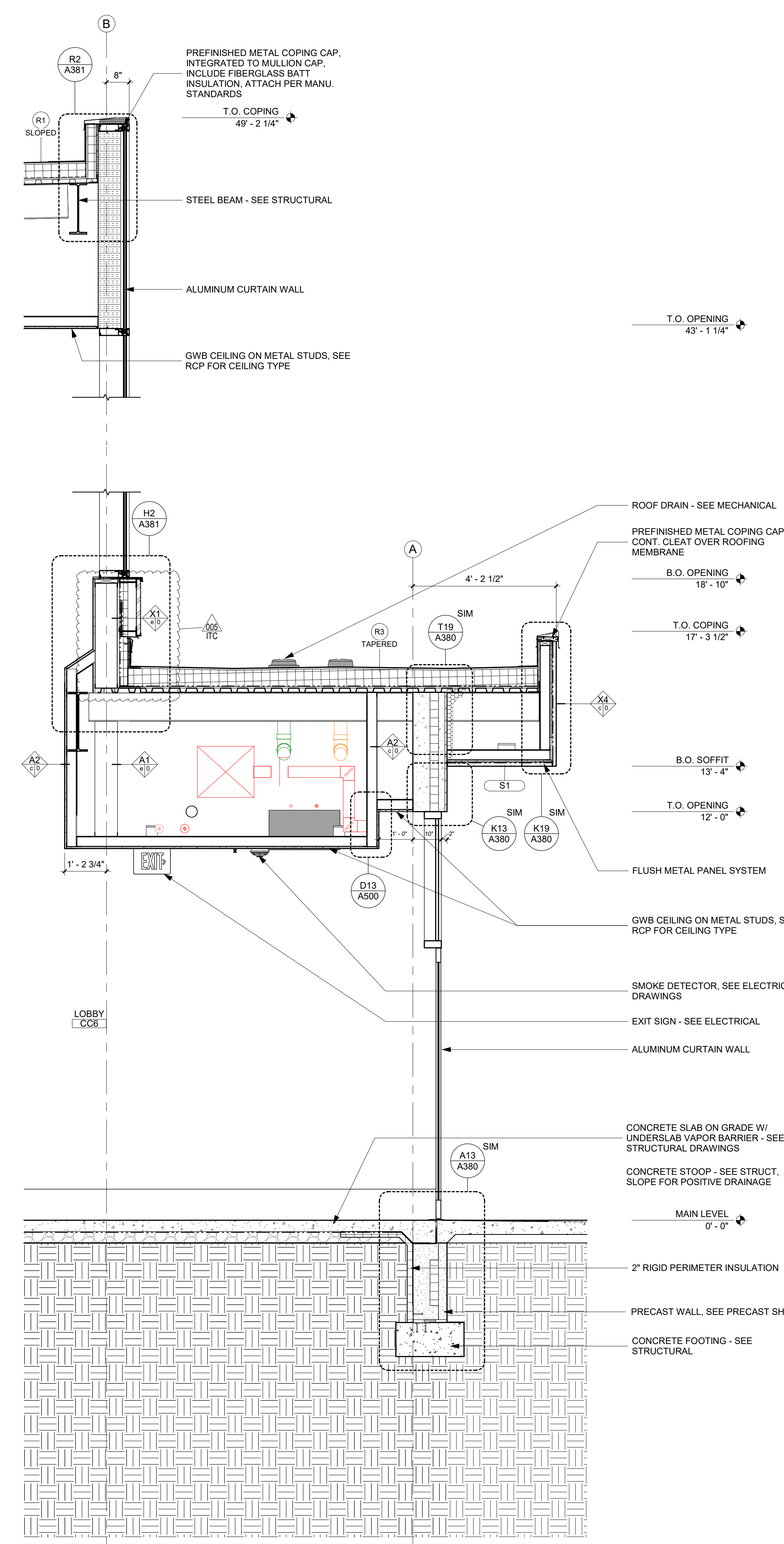
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OPN Architects

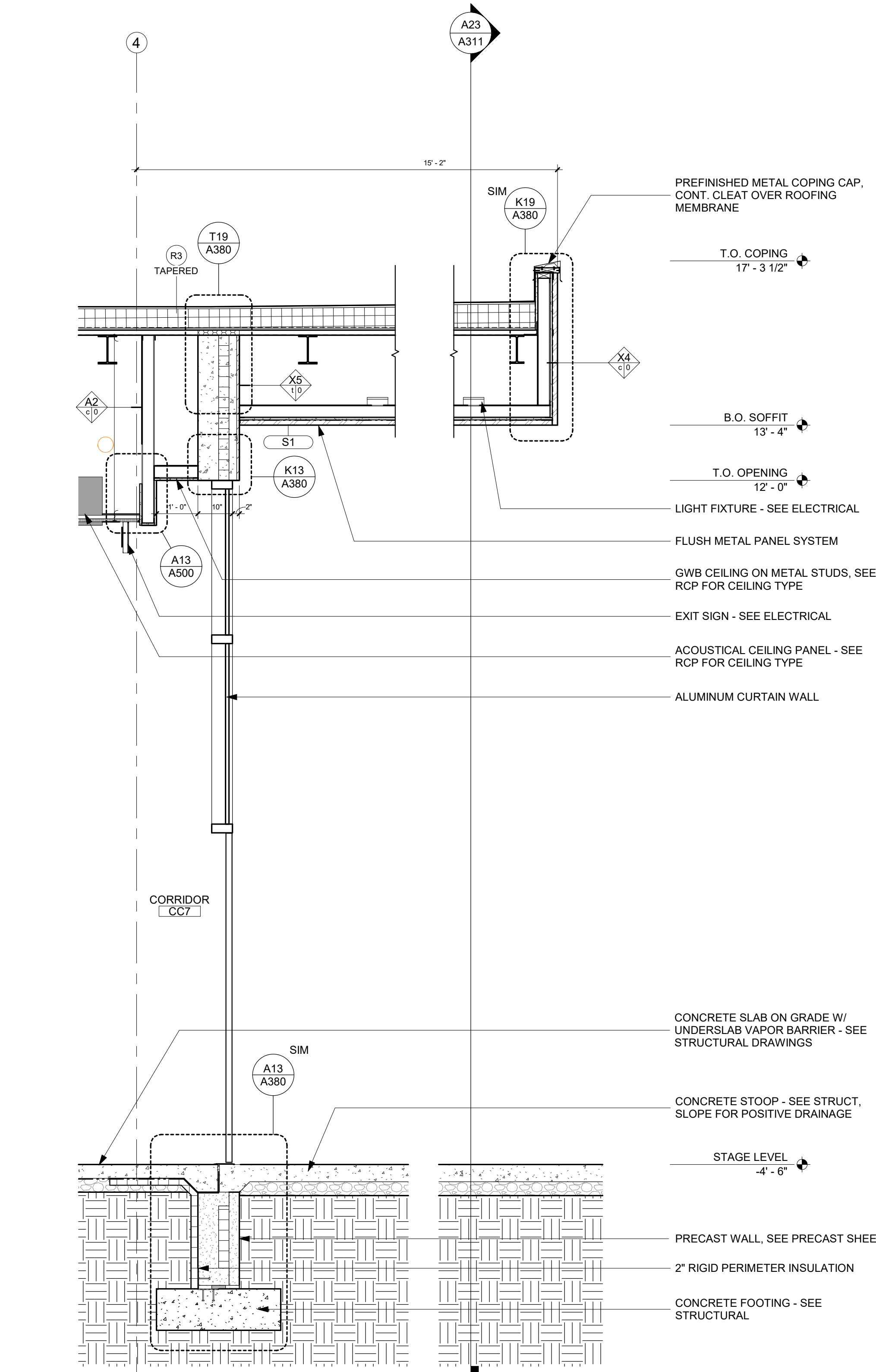
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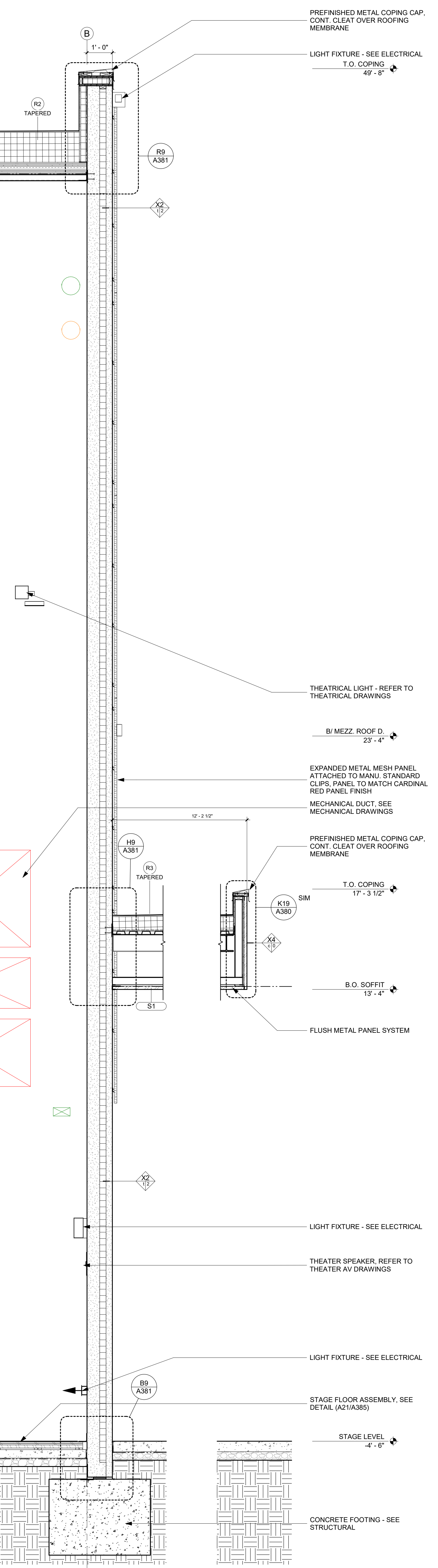
**A1 WALL SECTION**  
1/2" = 1'-0"



**A8 WALL SECTION**  
1/2" = 1'-0"



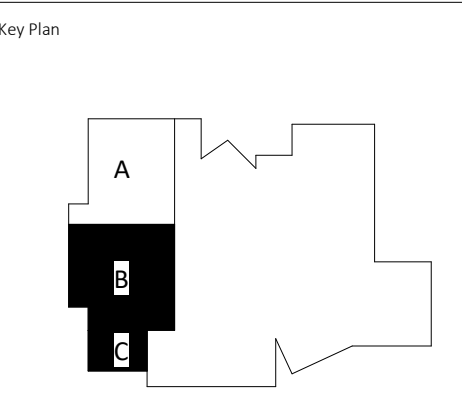
**A16 WALL SECTION**  
1/2" = 1'-0"



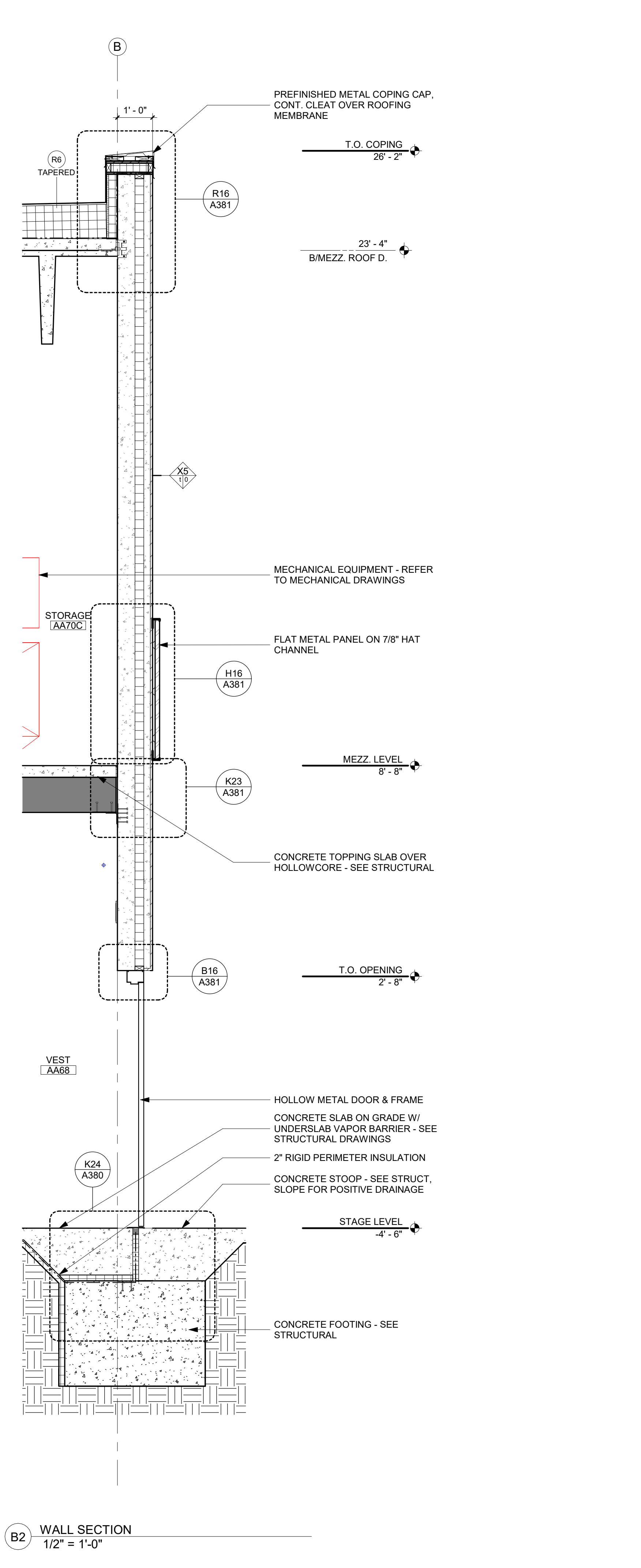
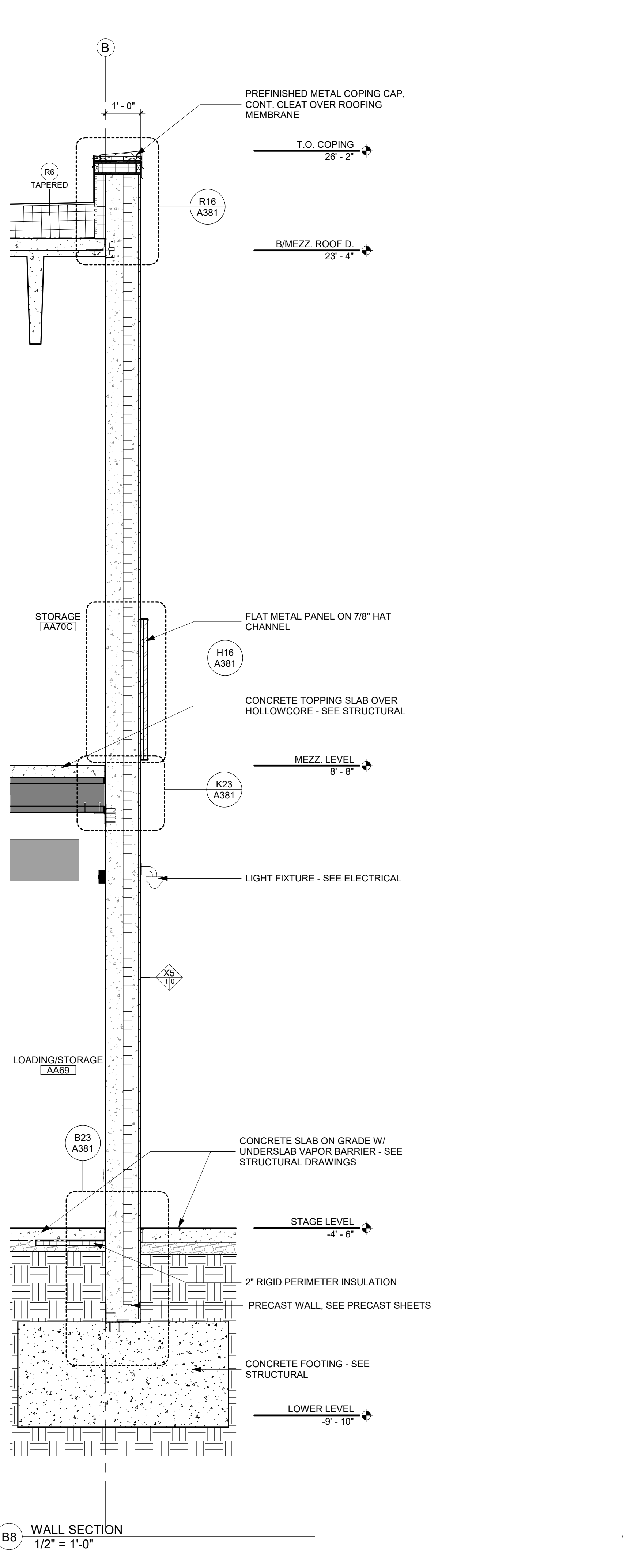
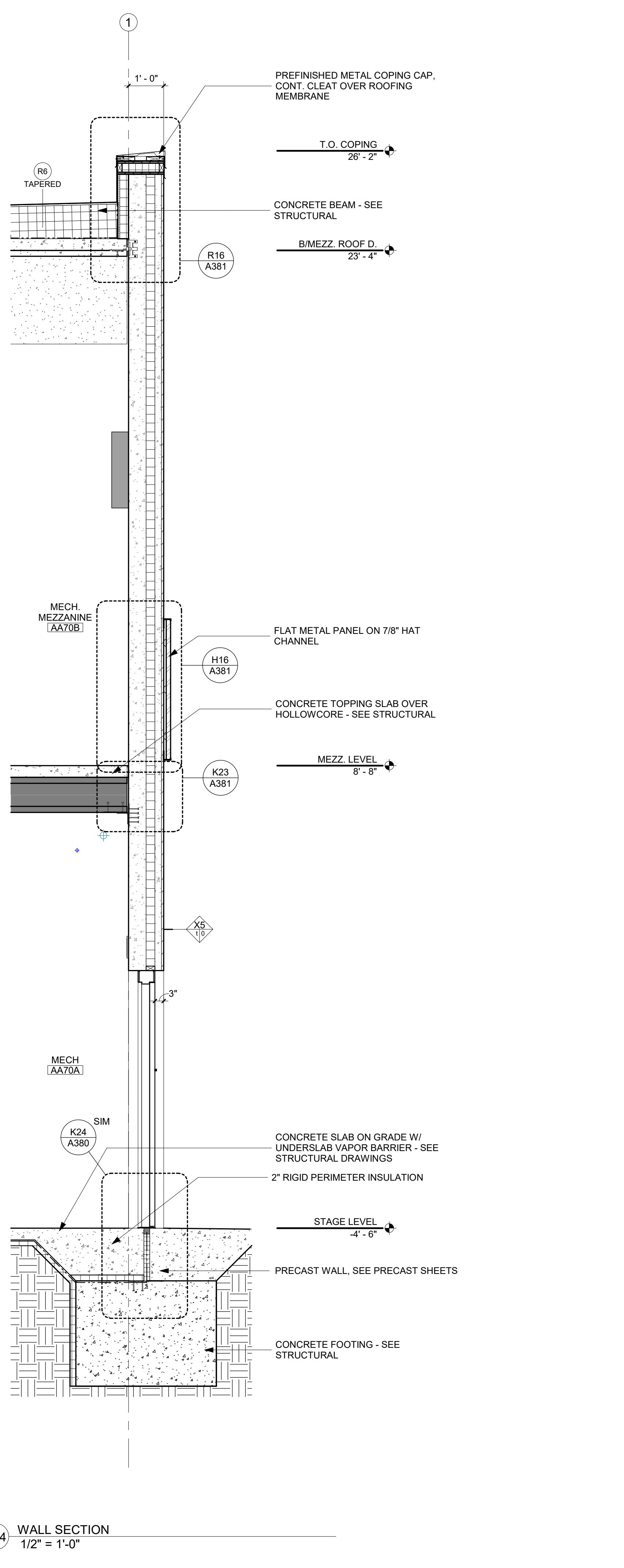
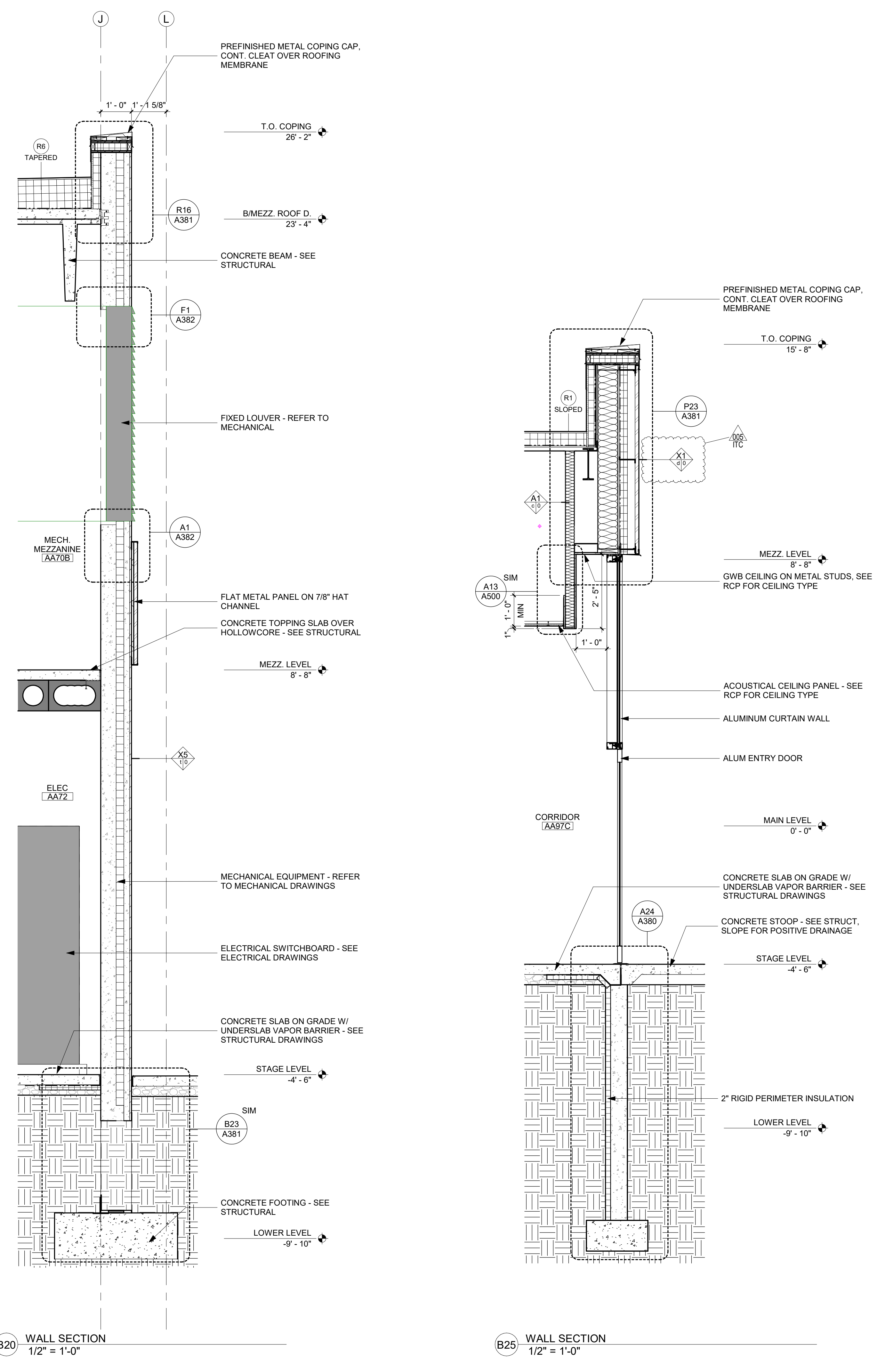
**A23 WALL SECTION**  
1/2" = 1'-0"

Key Plan:

Revision	Description	Date
ITC-005	ITC-005	05/20/24



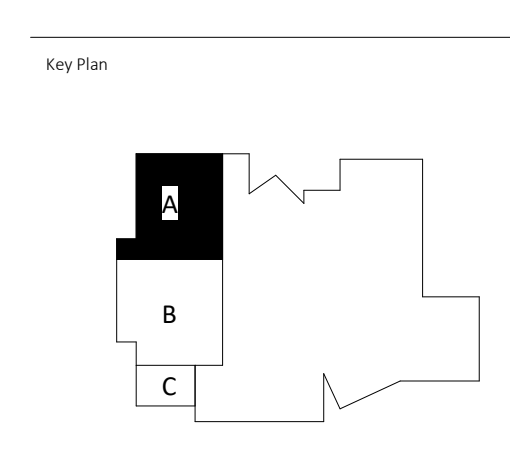
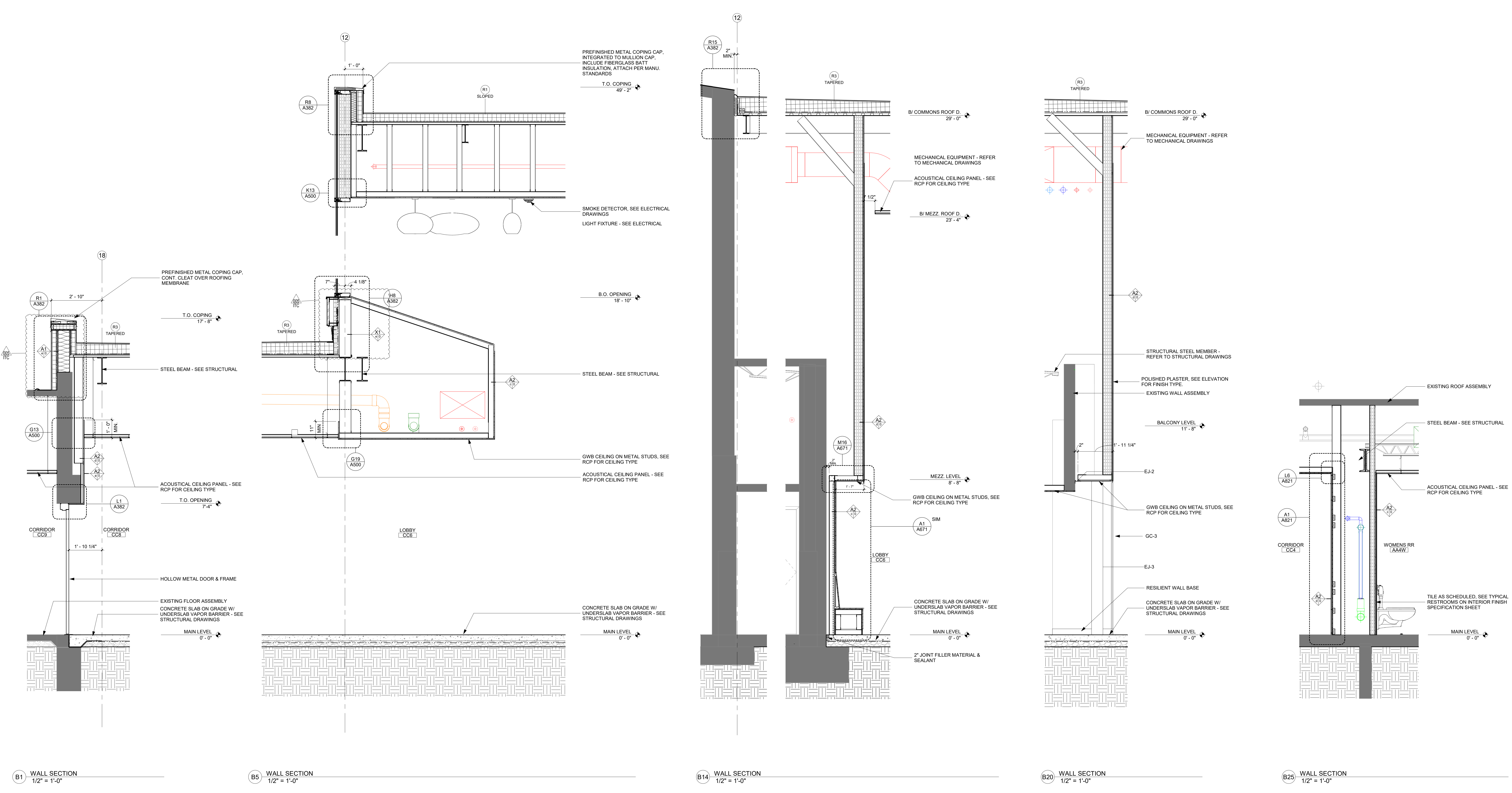
Revision	Description	Date
ITC-005	ITC-005	05/20/24



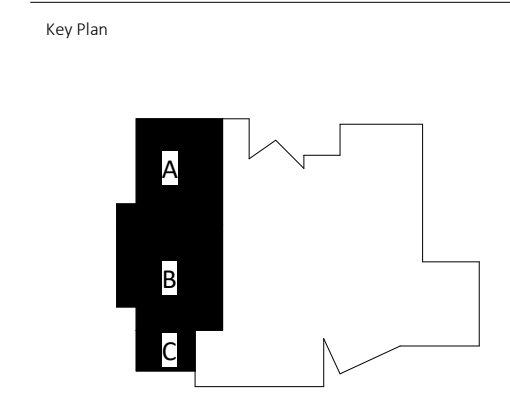
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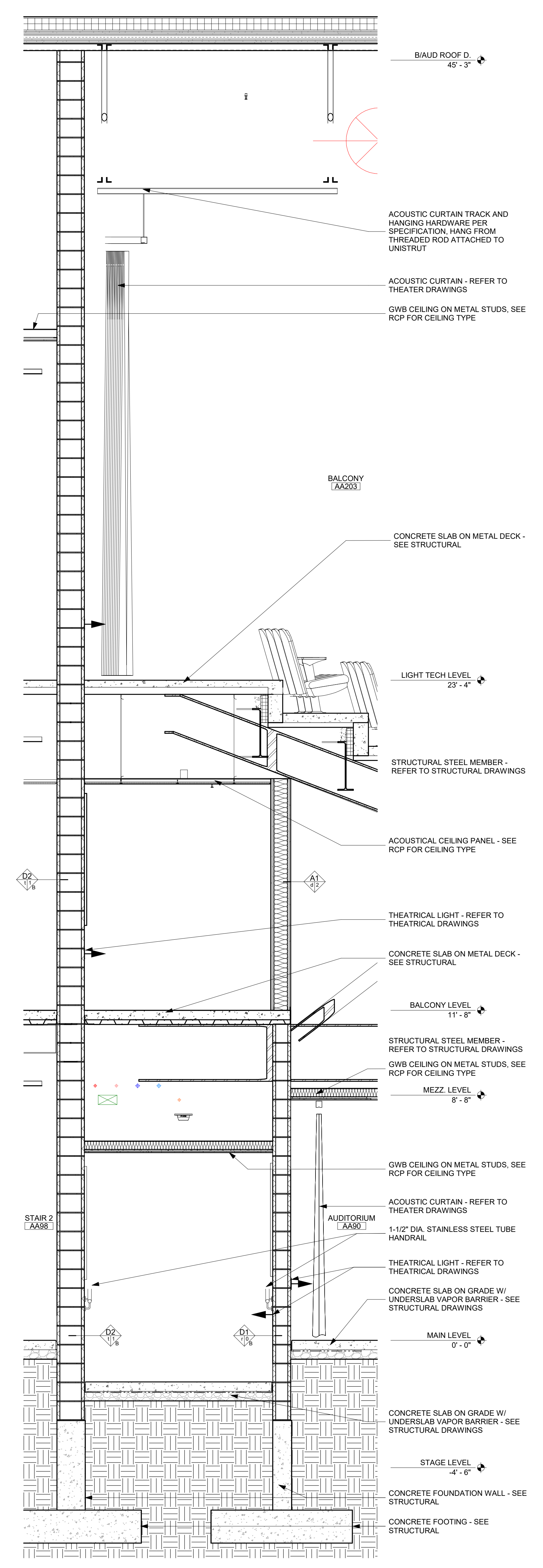
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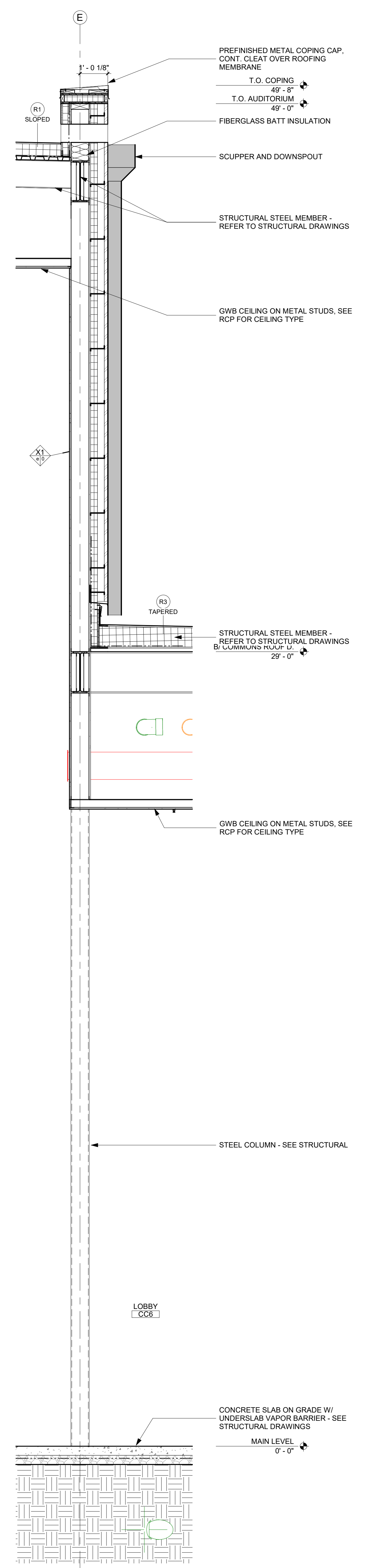
Revision	Description	Date
ADD-003	ADDENDUM 3	01/16/2024
ITC-005	ITC-005	05/20/24



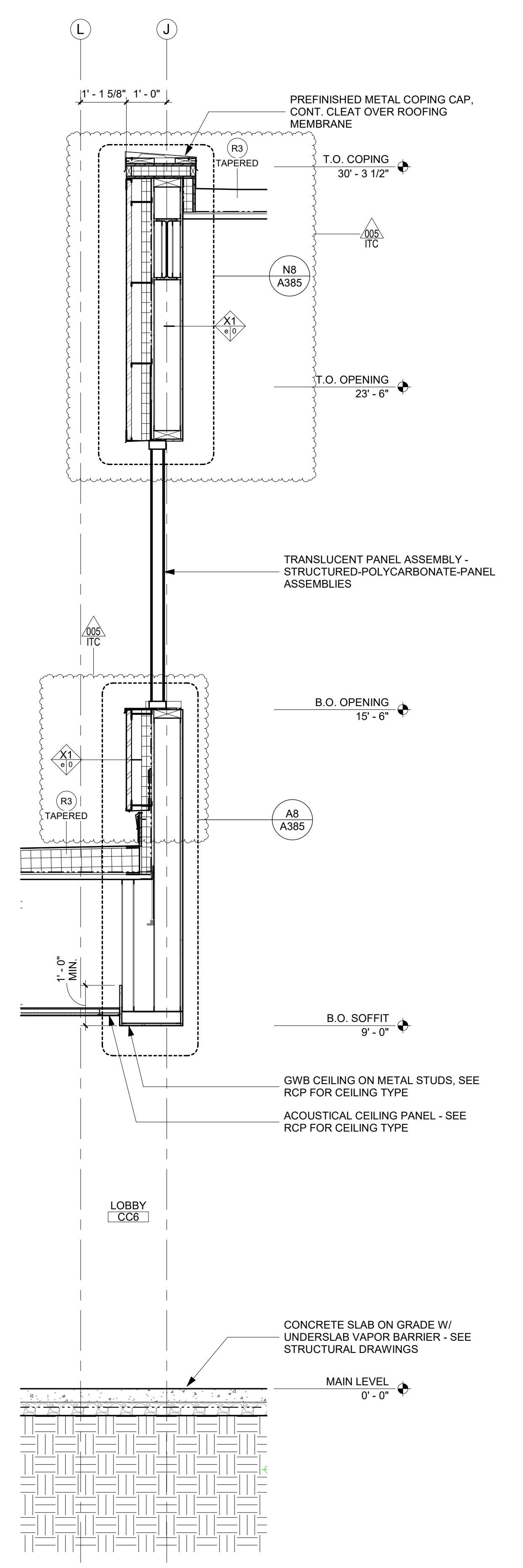
Revision	Description	Date
ITC-005	ITC-005	05/20/24



**A13** Section 121  
1/2" = 1'-0"

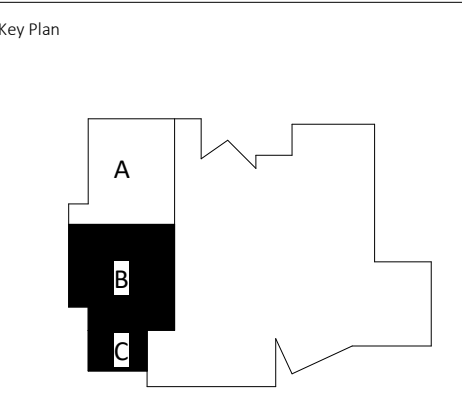


**A7** WALL SECTION  
1/2" = 1'-0"

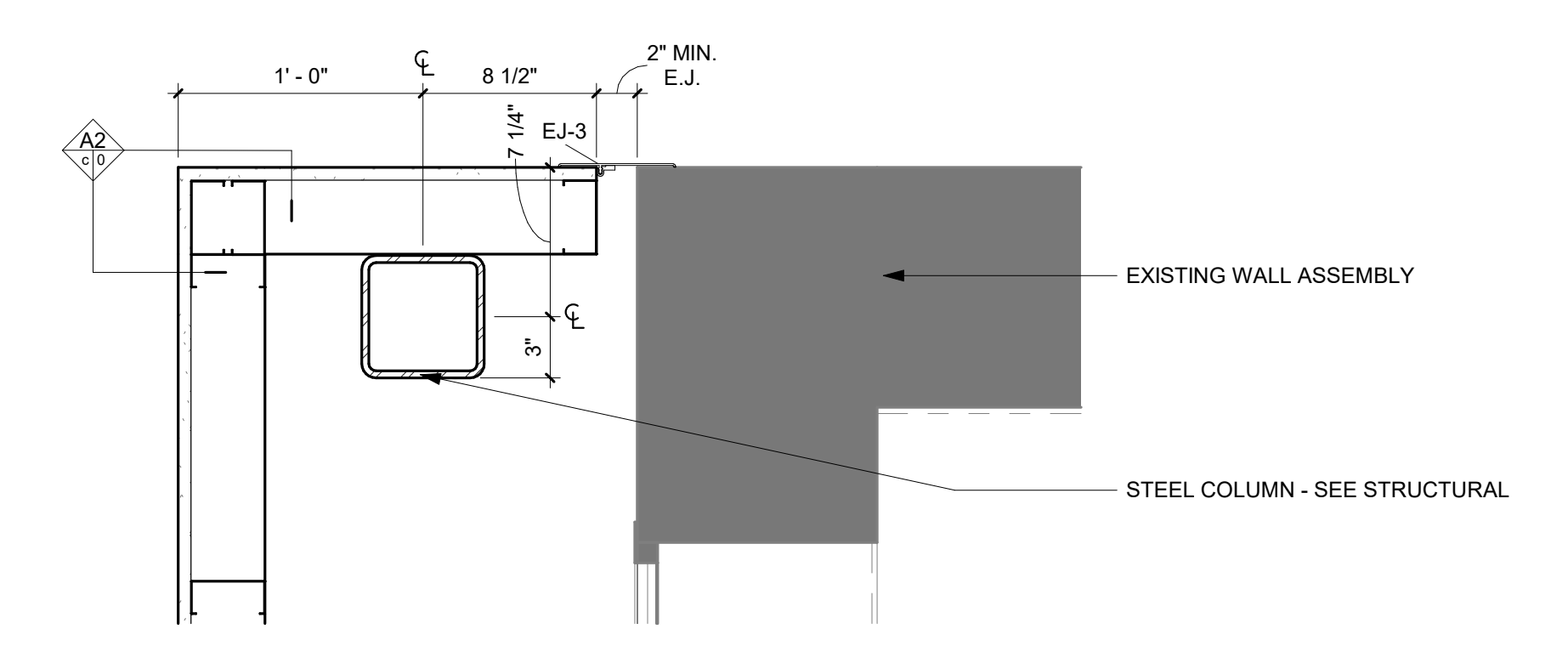


**A1** WALL SECTION  
1/2" = 1'-0"

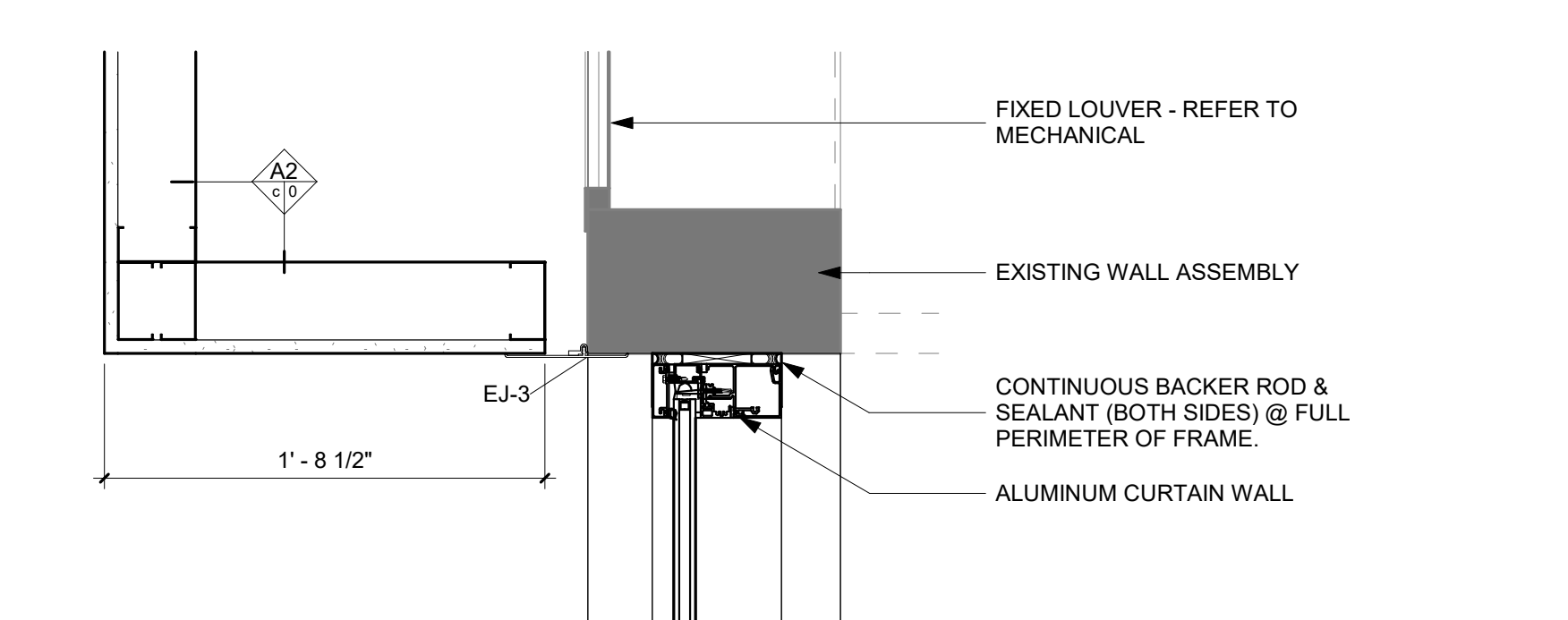
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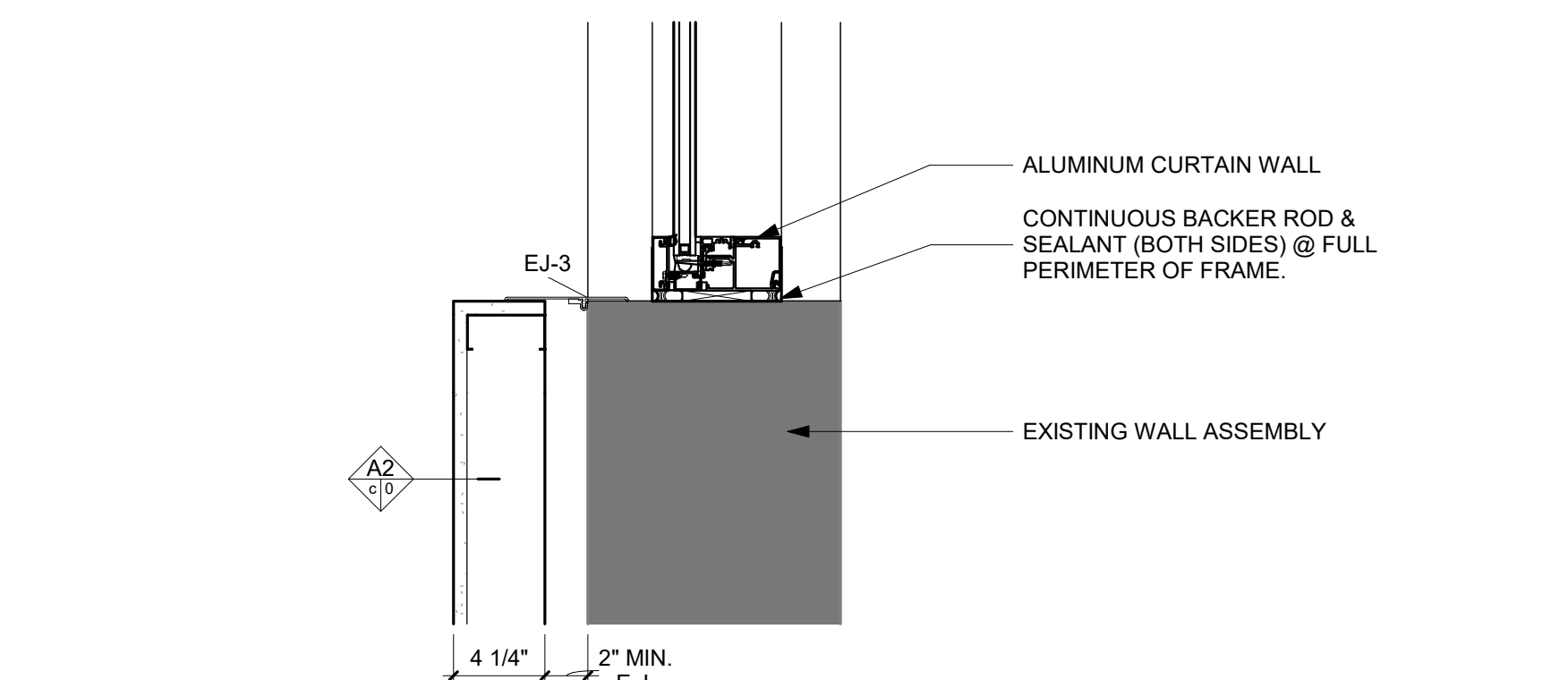
Revision	Description	Date
ADD-003	ADDENDUM 3	01/16/2024
ITC-005	ITC-005	05/20/24



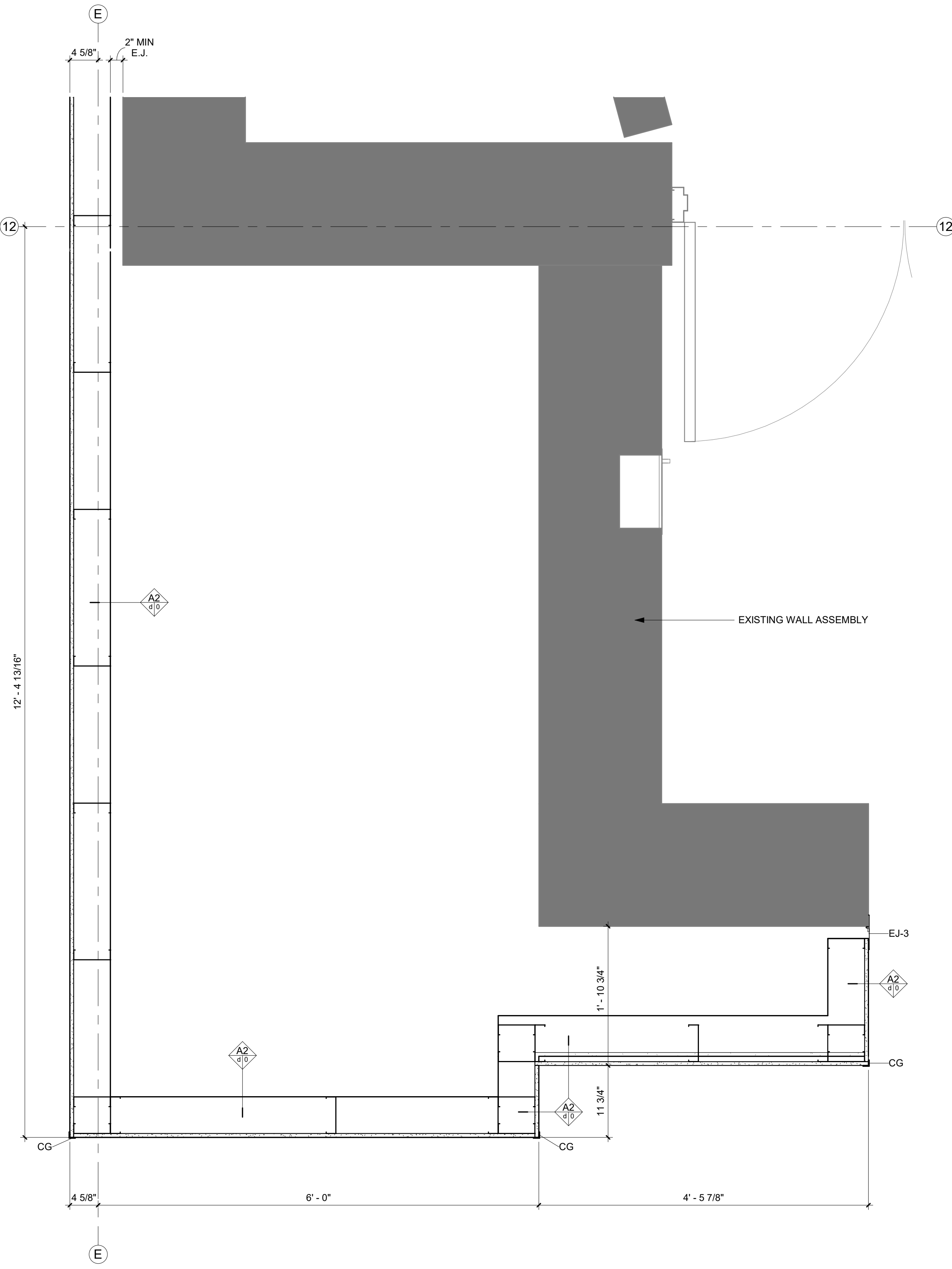
**V24** PLAN DETAIL  
1 1/2" = 1'-0"



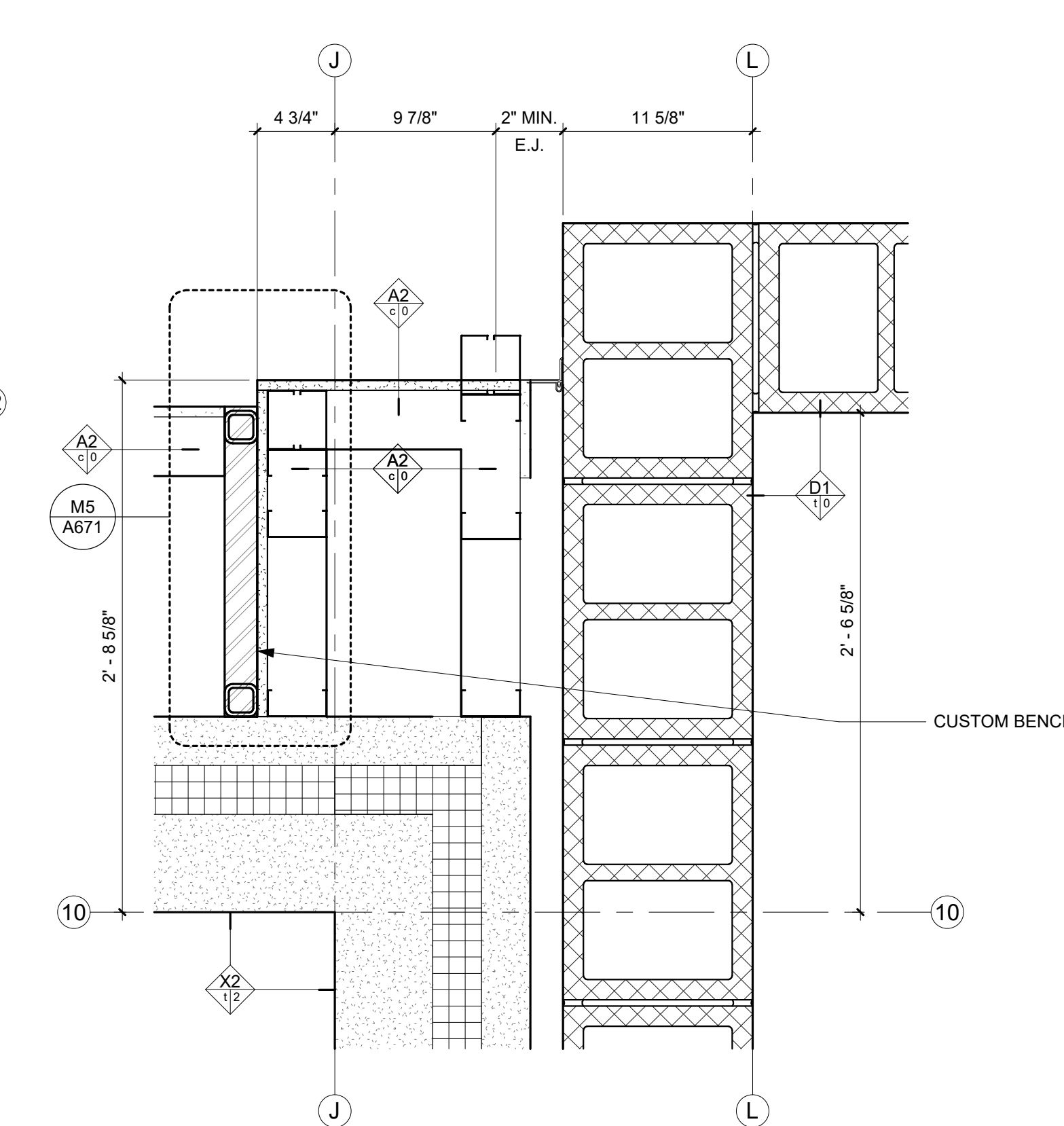
**S24** PLAN DETAIL  
1 1/2" = 1'-0"



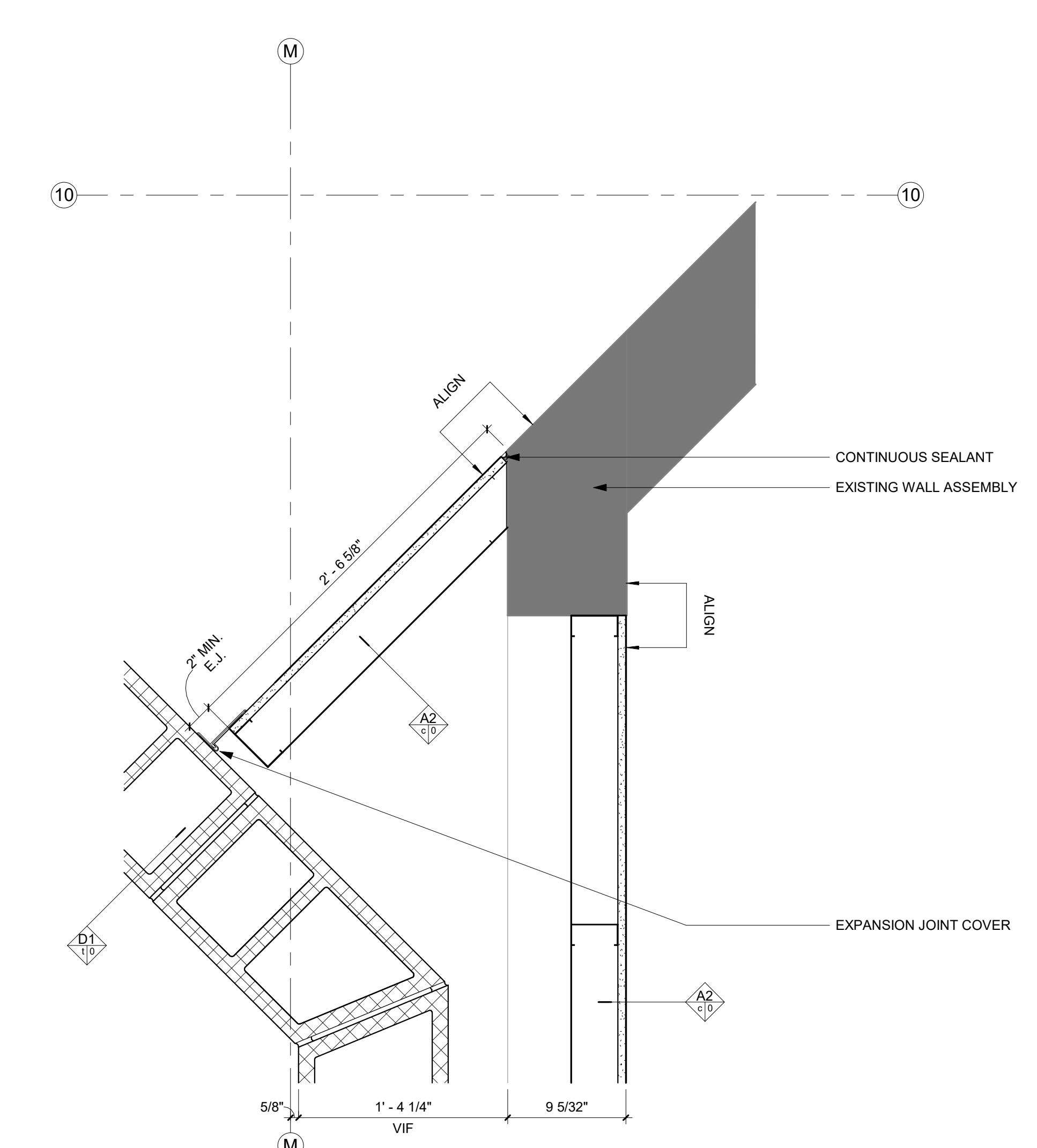
**P24** PLAN DETAIL  
1 1/2" = 1'-0"



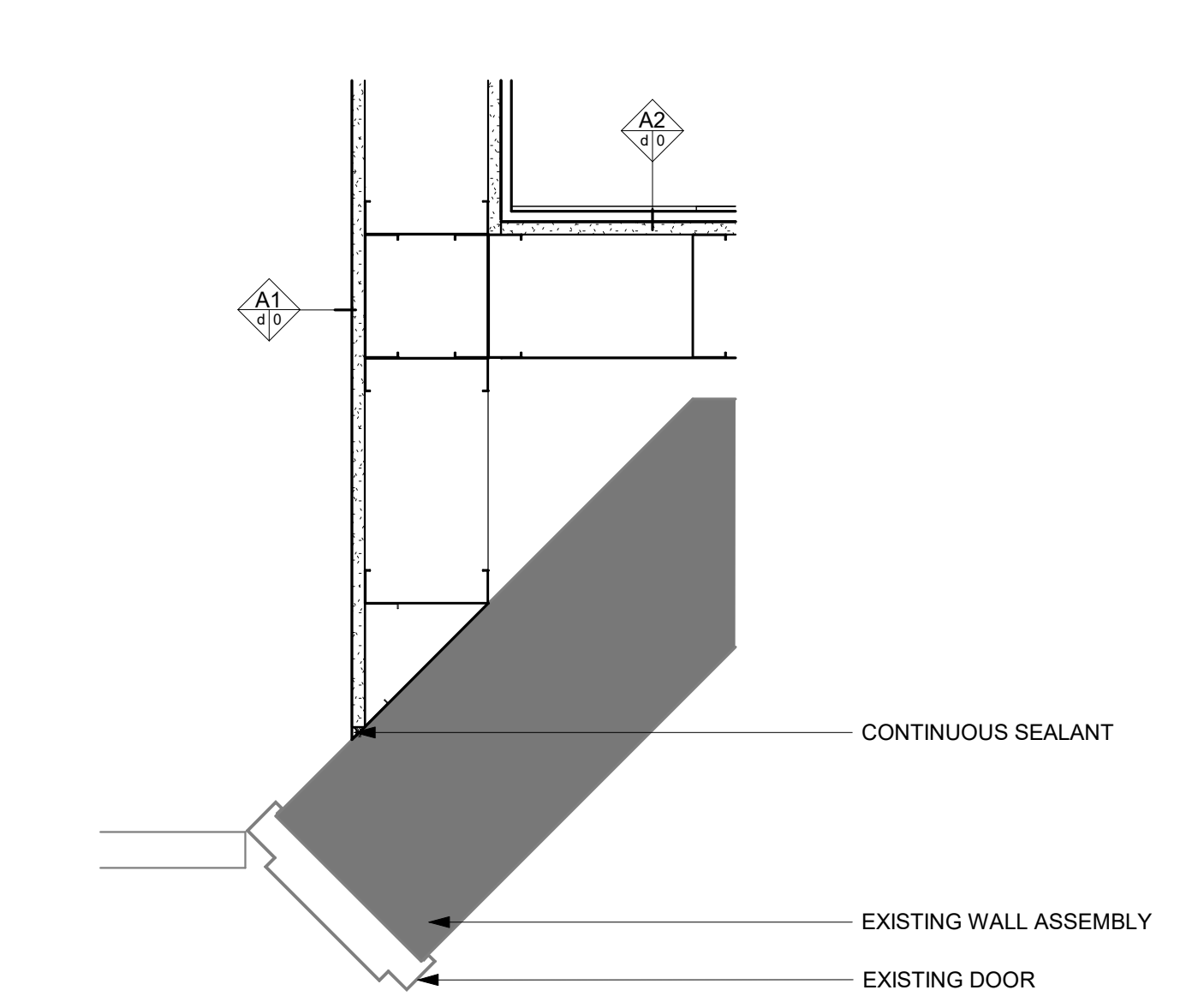
**H2** PLAN DETAIL  
1" = 1'-0"



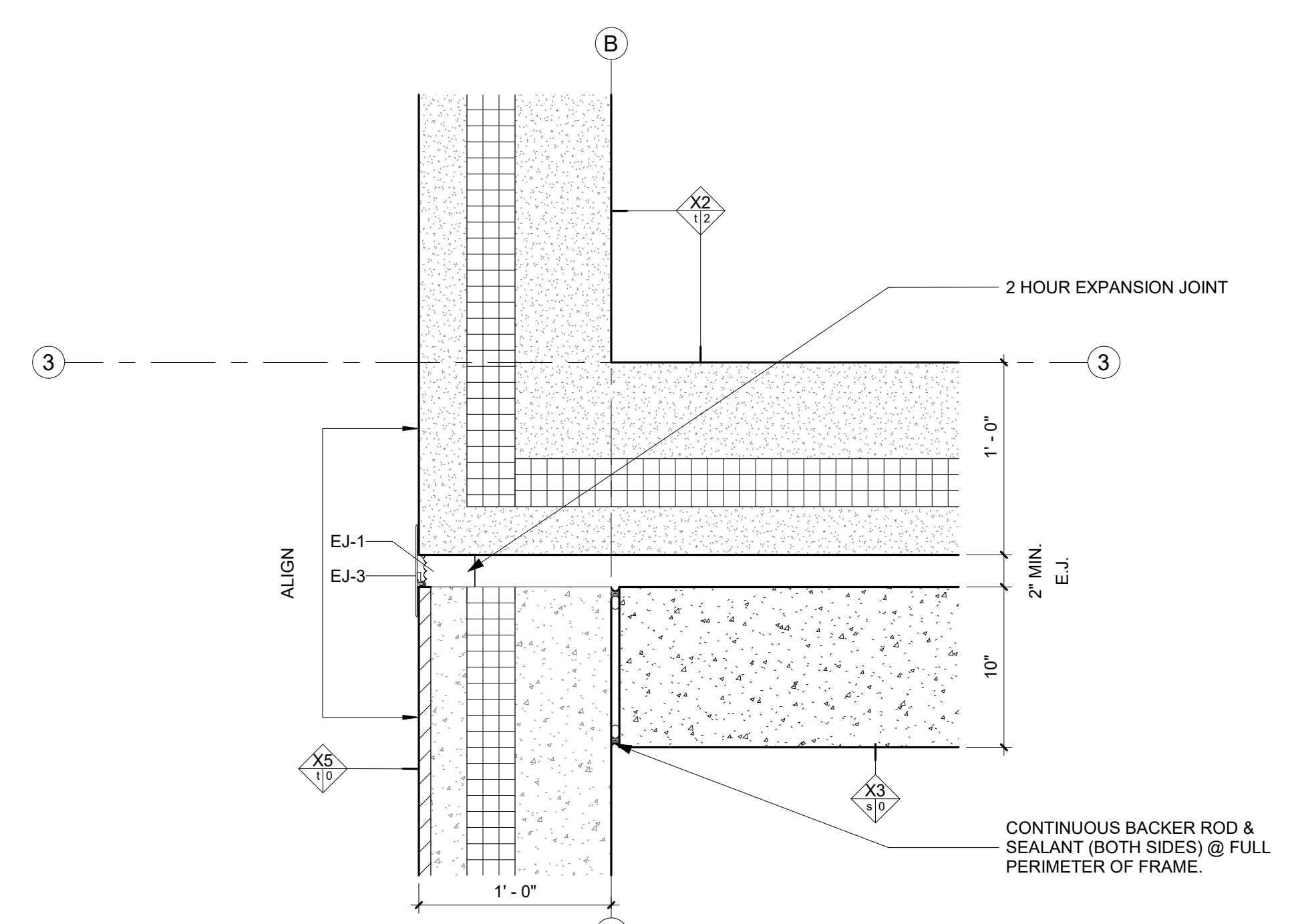
**P10** PLAN DETAIL  
1 1/2" = 1'-0"



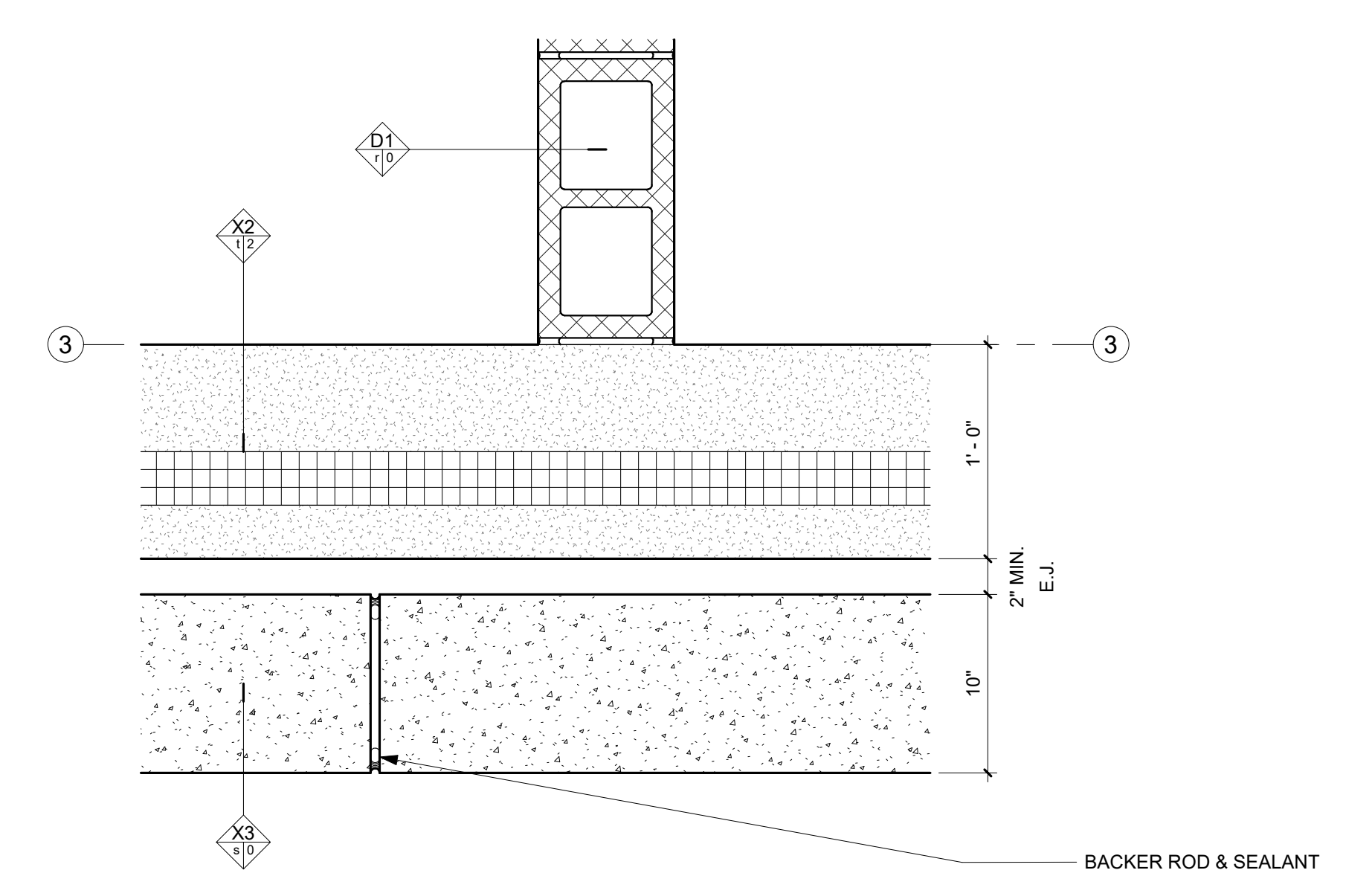
**P16** PLAN DETAIL  
1 1/2" = 1'-0"



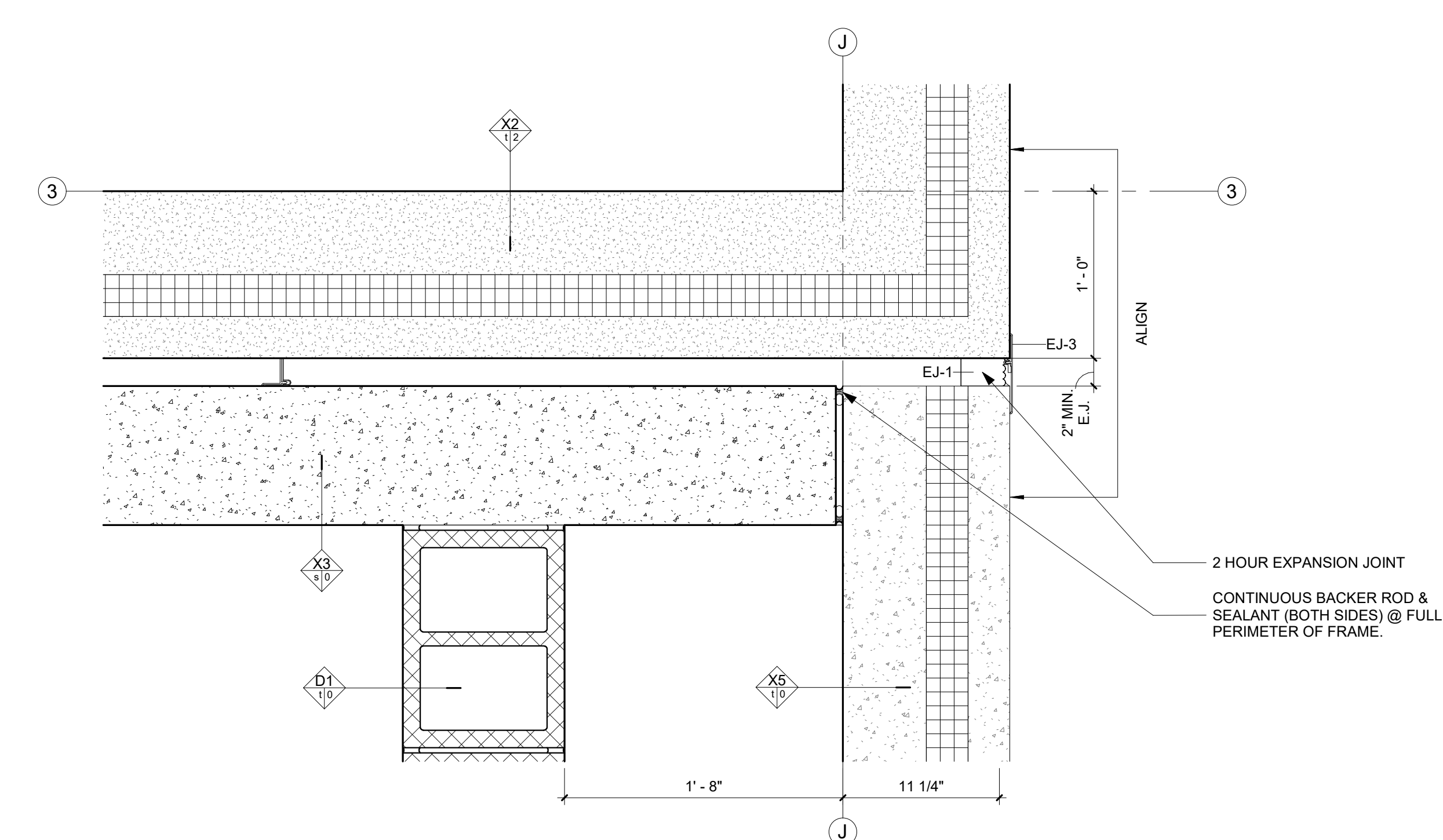
**H10** PLAN DETAIL  
1 1/2" = 1'-0"



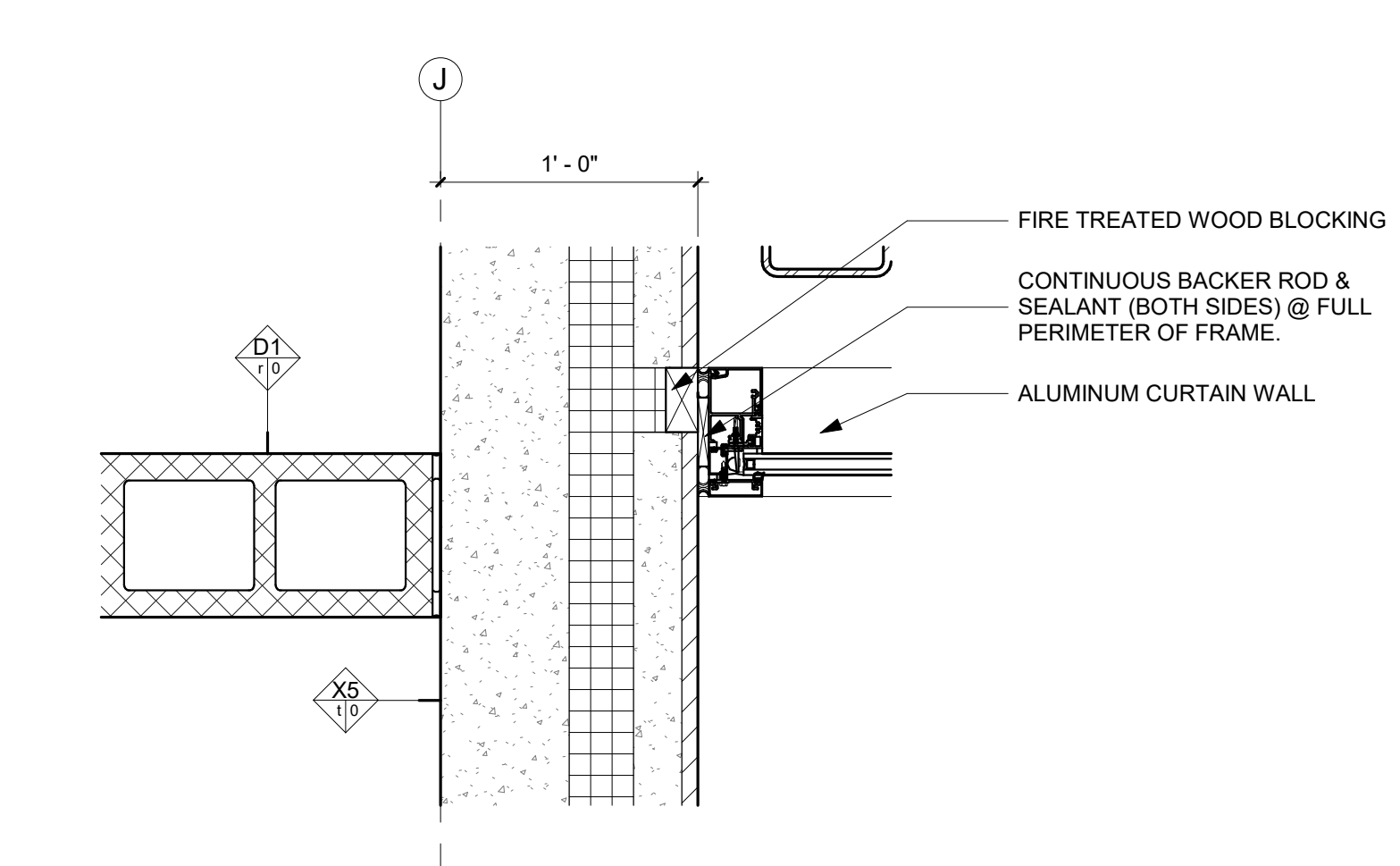
**H16** PLAN DETAIL  
1 1/2" = 1'-0"



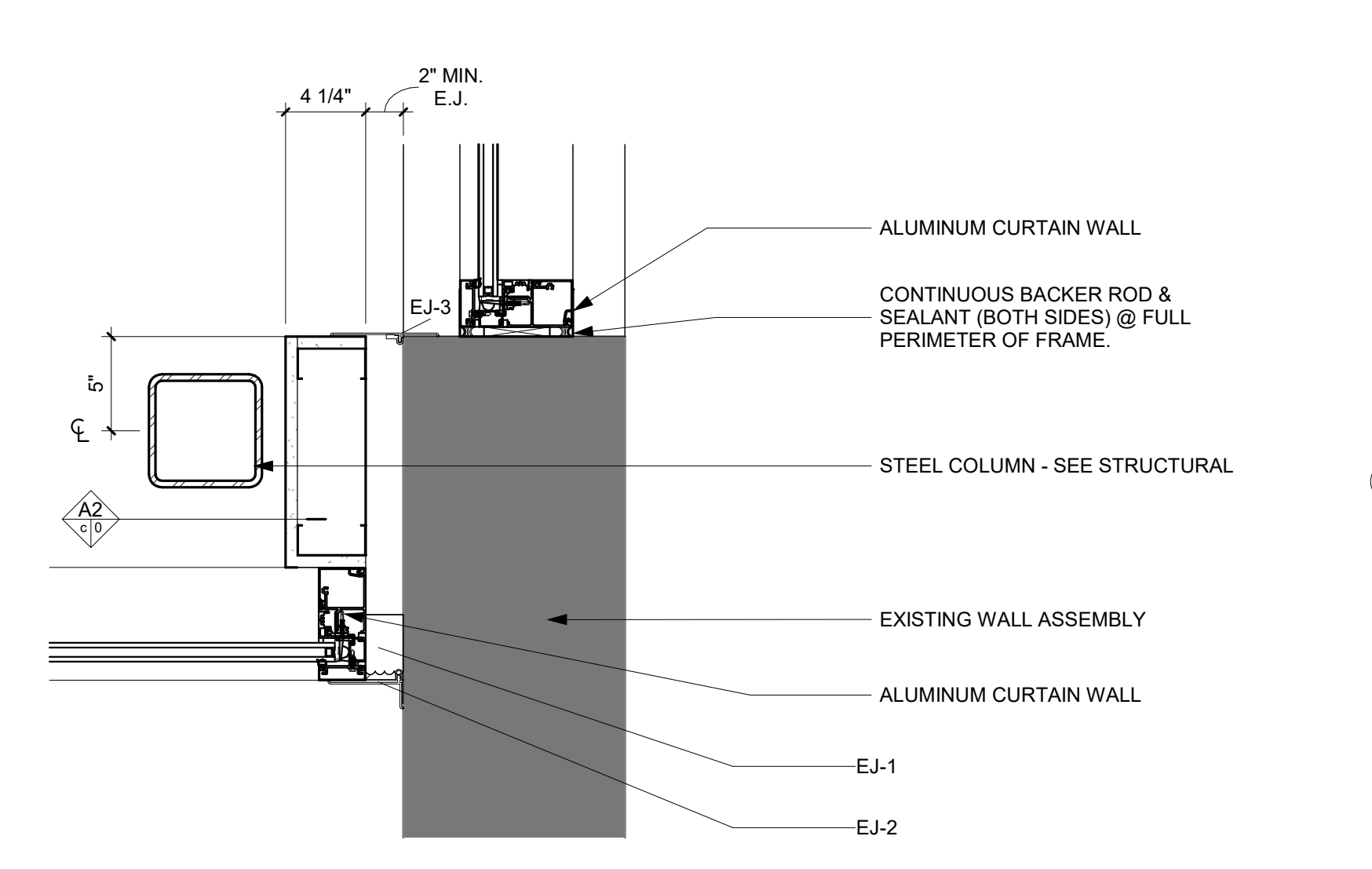
**H24** PLAN DETAIL  
1 1/2" = 1'-0"



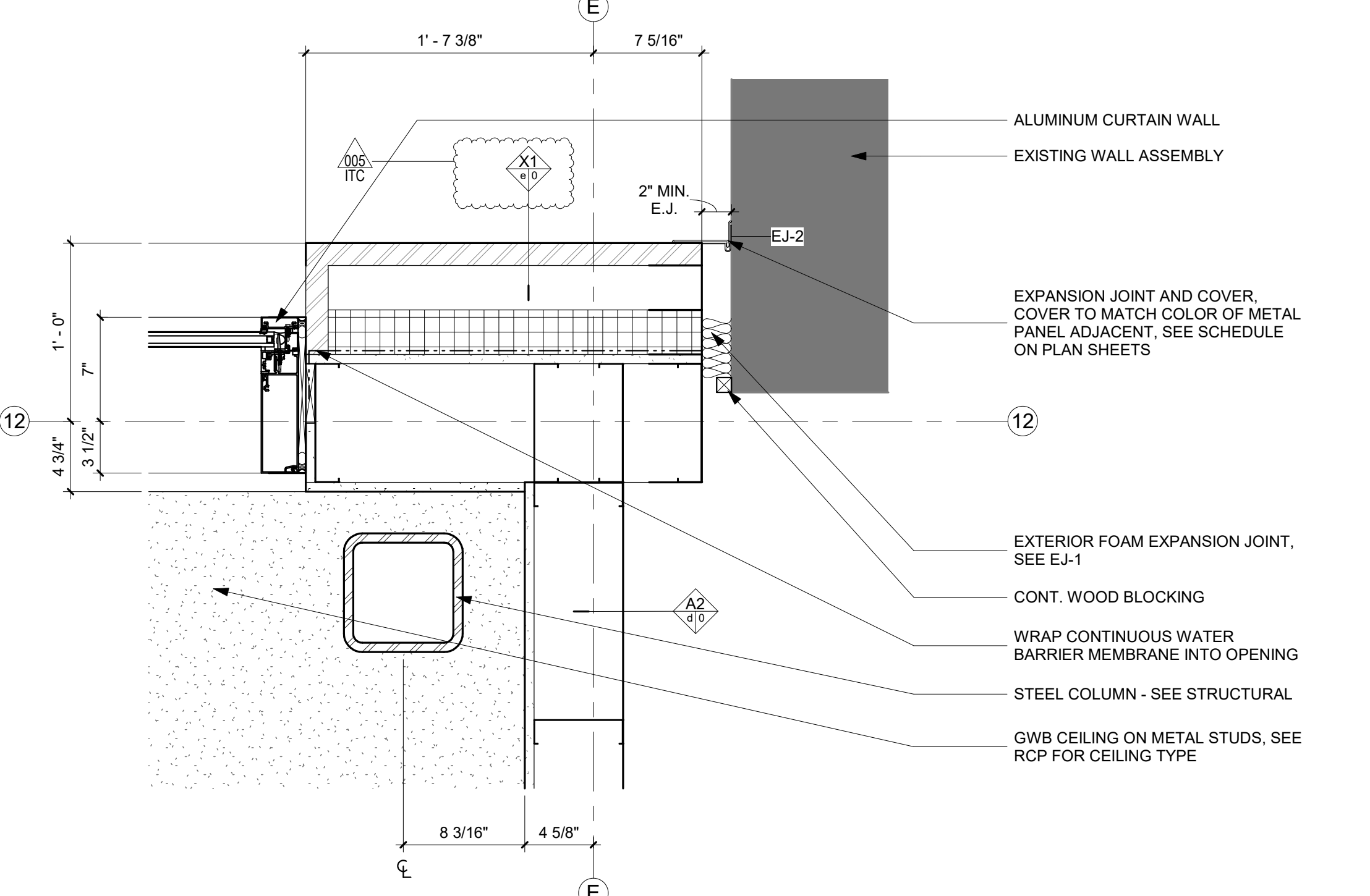
**B2** PLAN DETAIL  
1 1/2" = 1'-0"



**B10** PLAN DETAIL  
1 1/2" = 1'-0"



**B16** PLAN DETAIL  
1 1/2" = 1'-0"

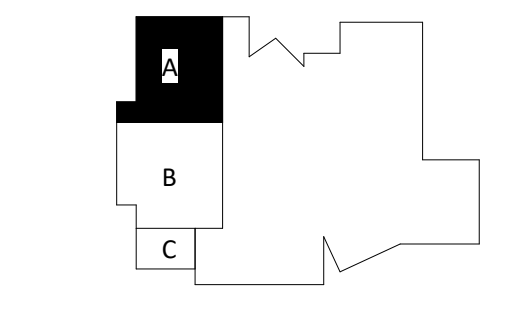


**B22** PLAN DETAIL  
1 1/2" = 1'-0"

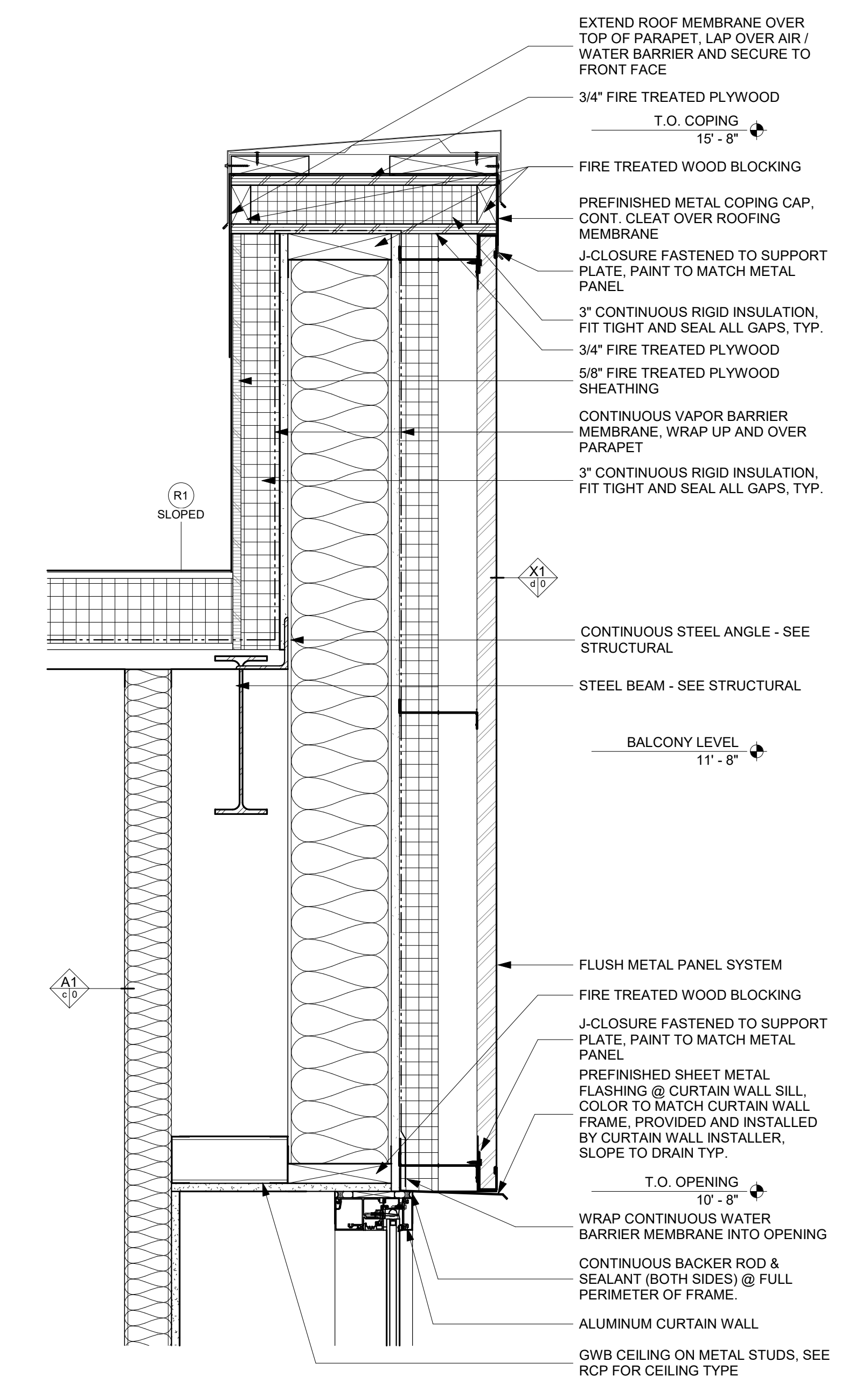
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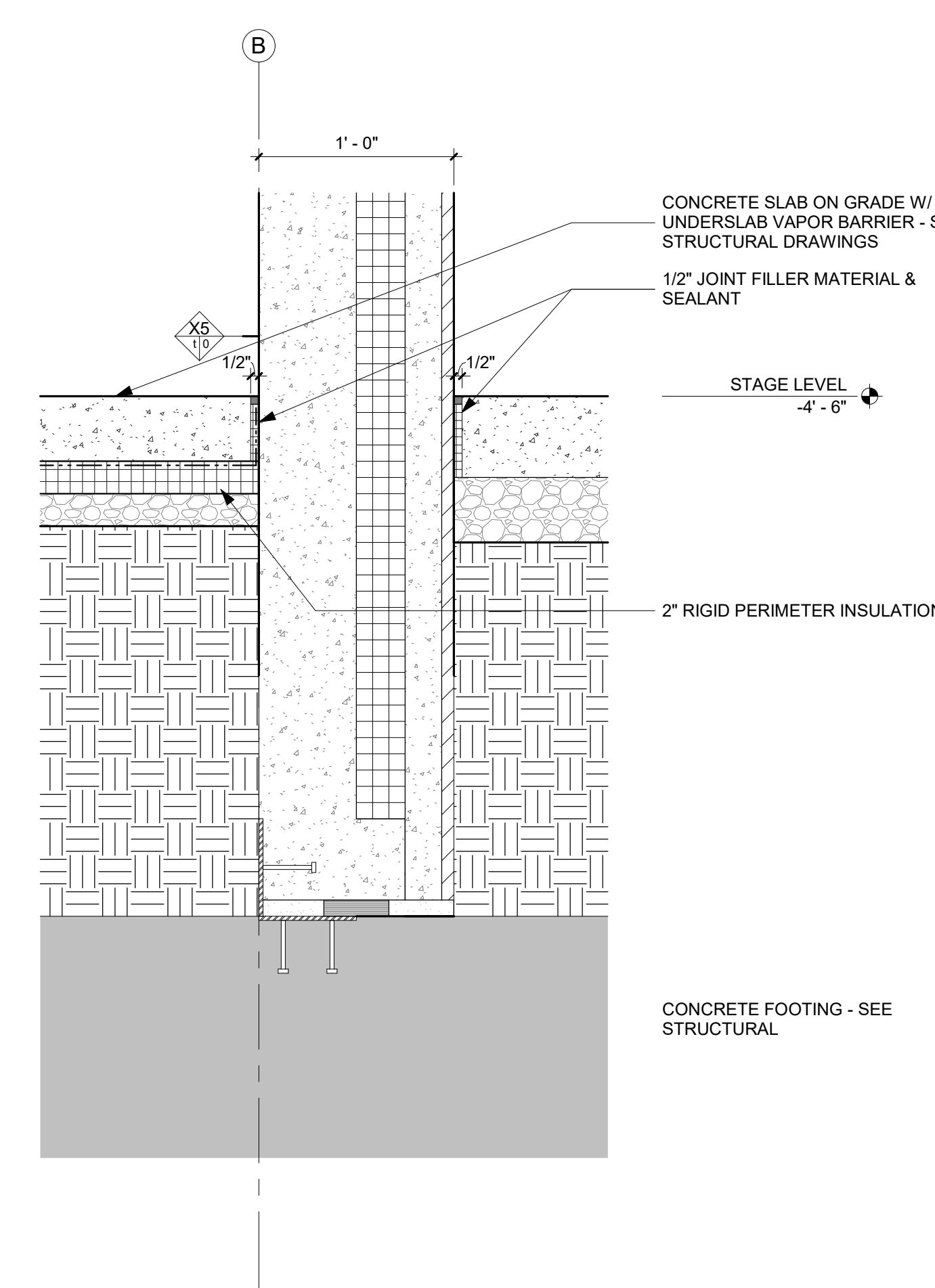


Revision	Description	Date
01/05	01/05	05/20/24

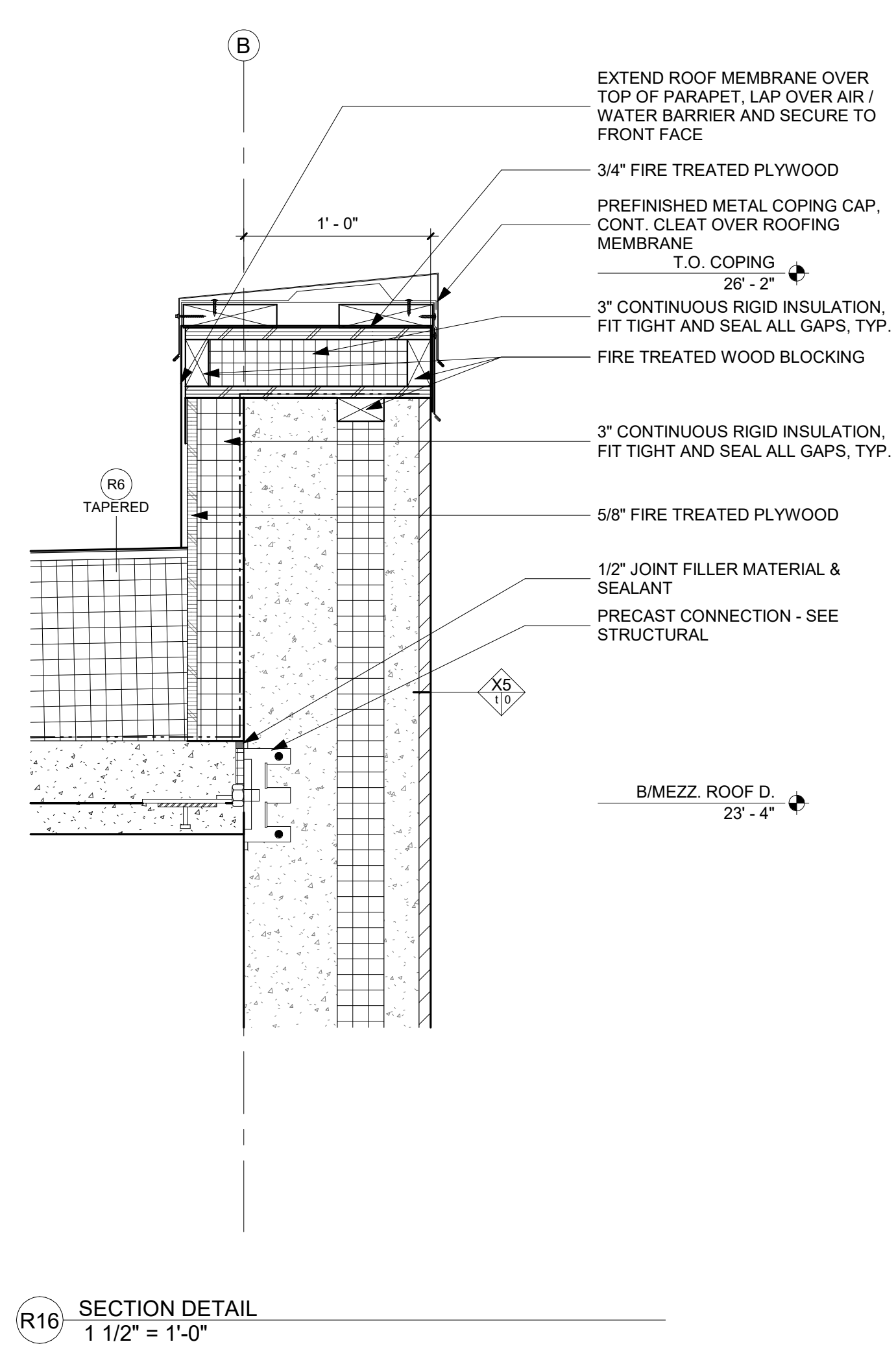


**B23** SECTION DETAIL  
1 1/2" = 1'-0"

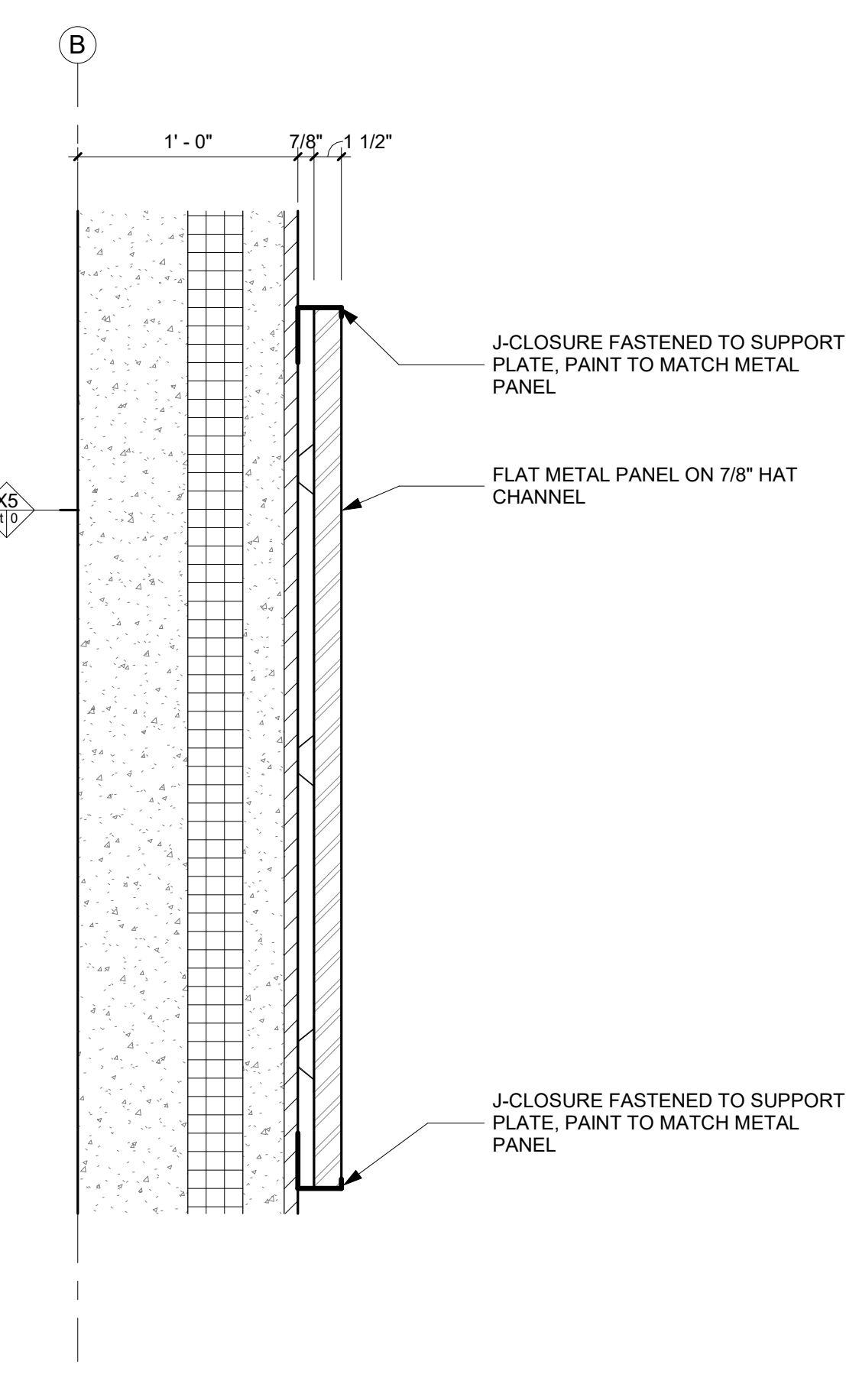
**K23** SECTION DETAIL  
1 1/2" = 1'-0"



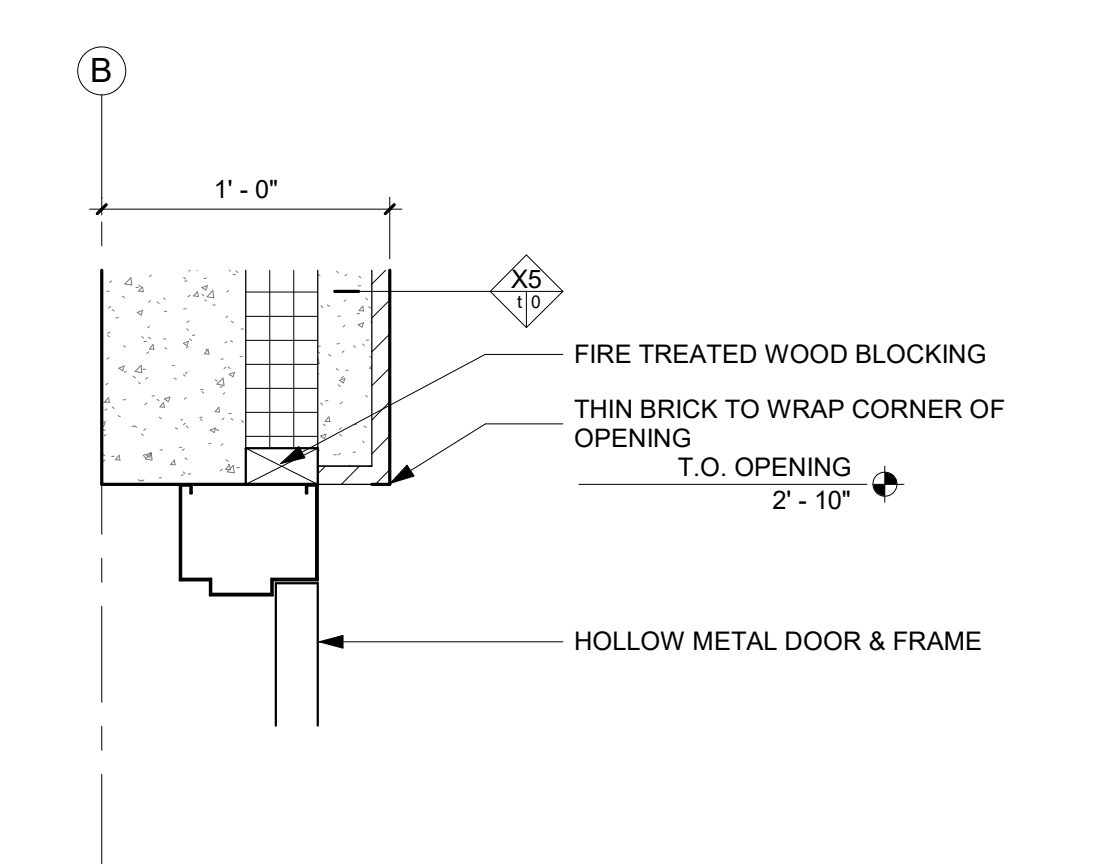
**B23** SECTION DETAIL  
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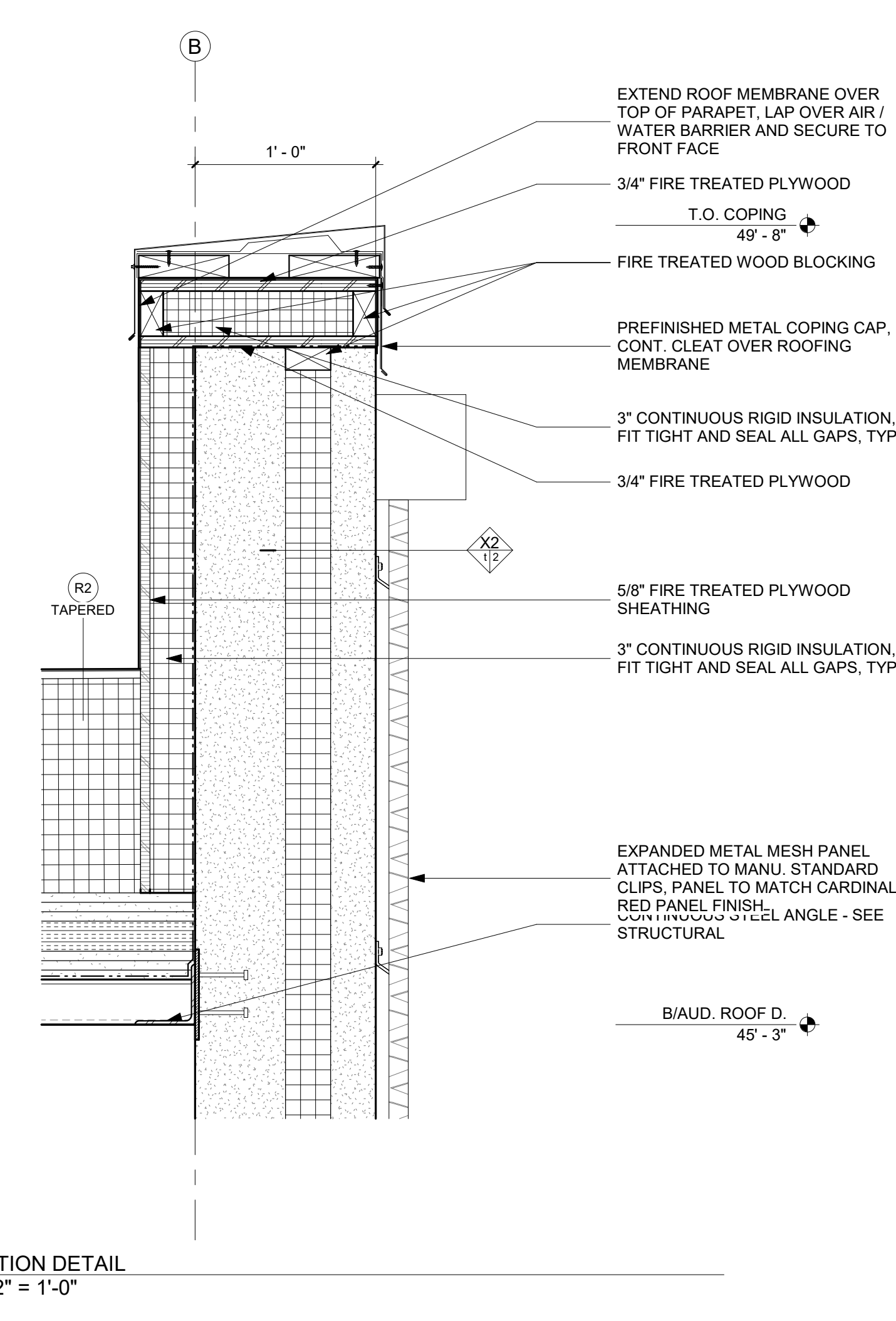
**H10** SECTION DETAIL  
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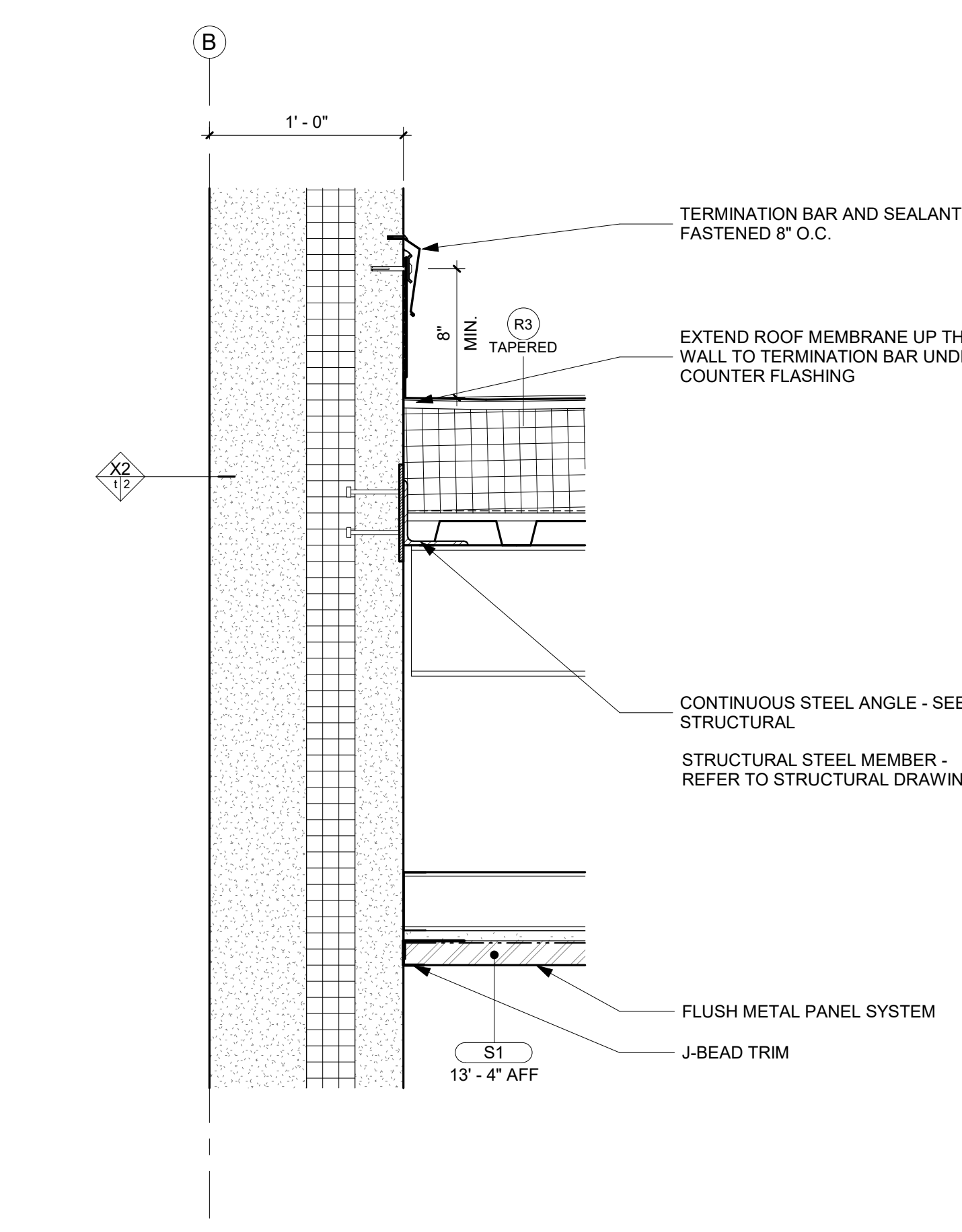
**H10** SECTION DETAIL  
1 1/2" = 1'-0"



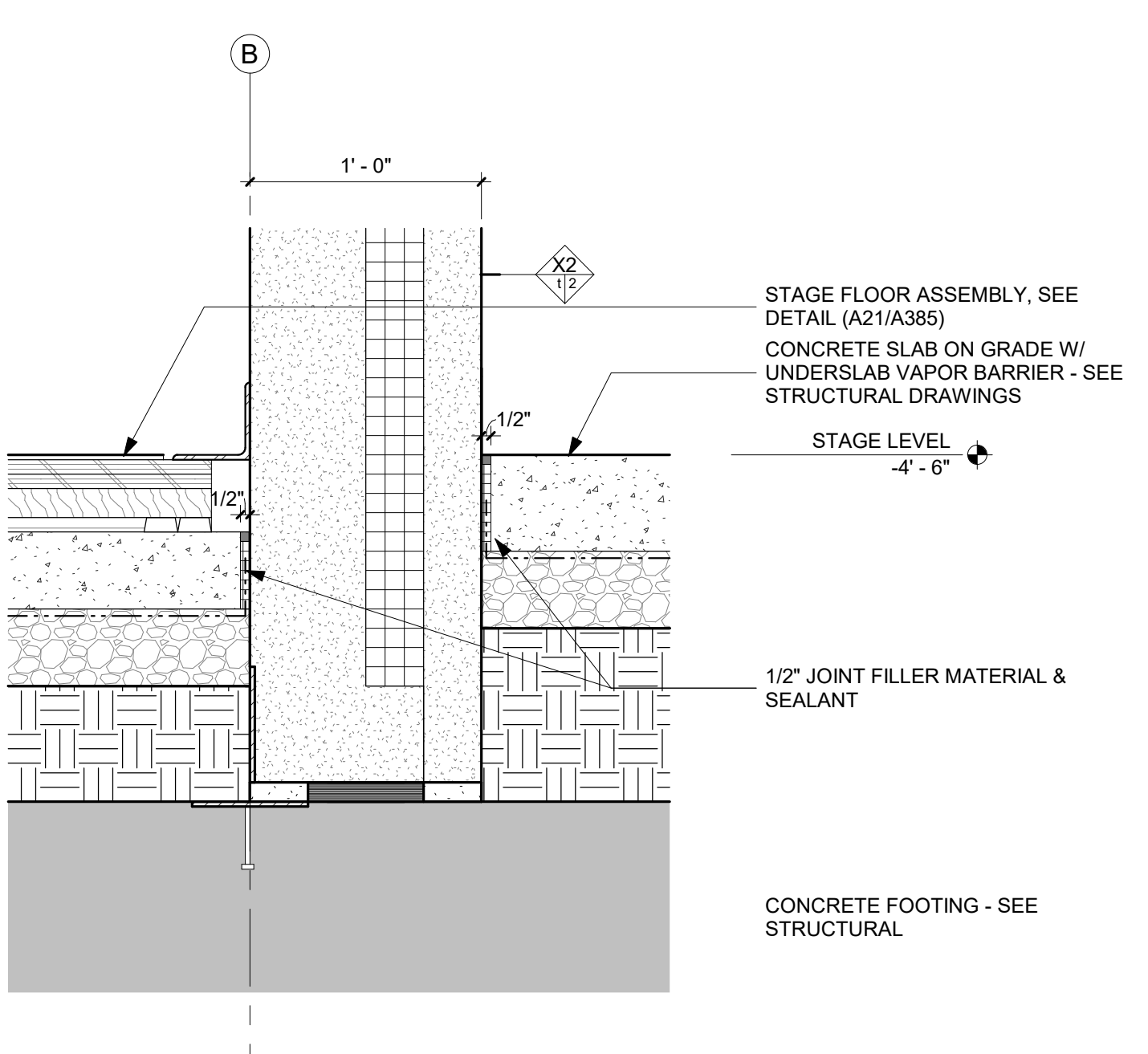
**B16** SECTION DETAIL  
1 1/2" = 1'-0"



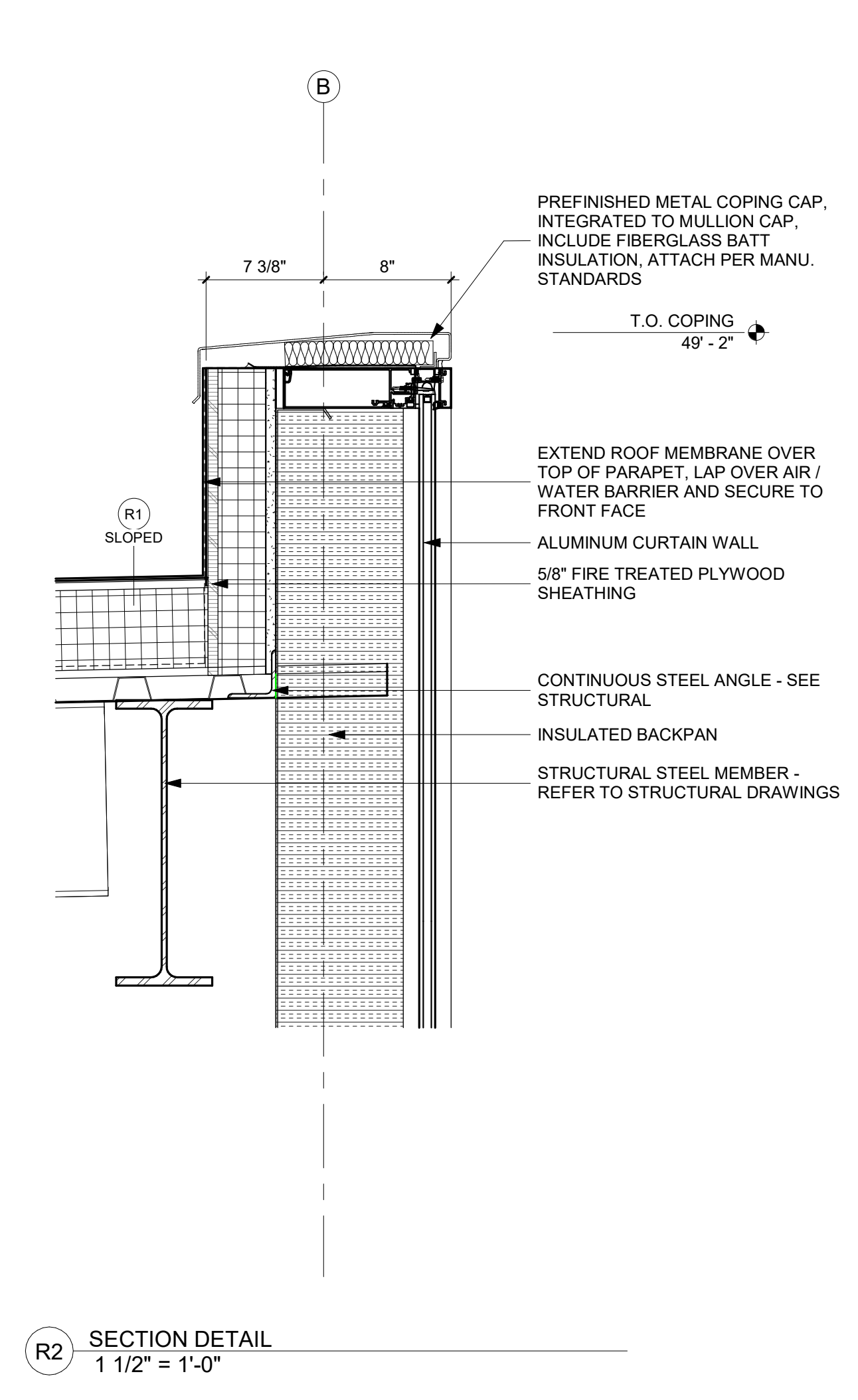
**B9** SECTION DETAIL  
1 1/2" = 1'-0"



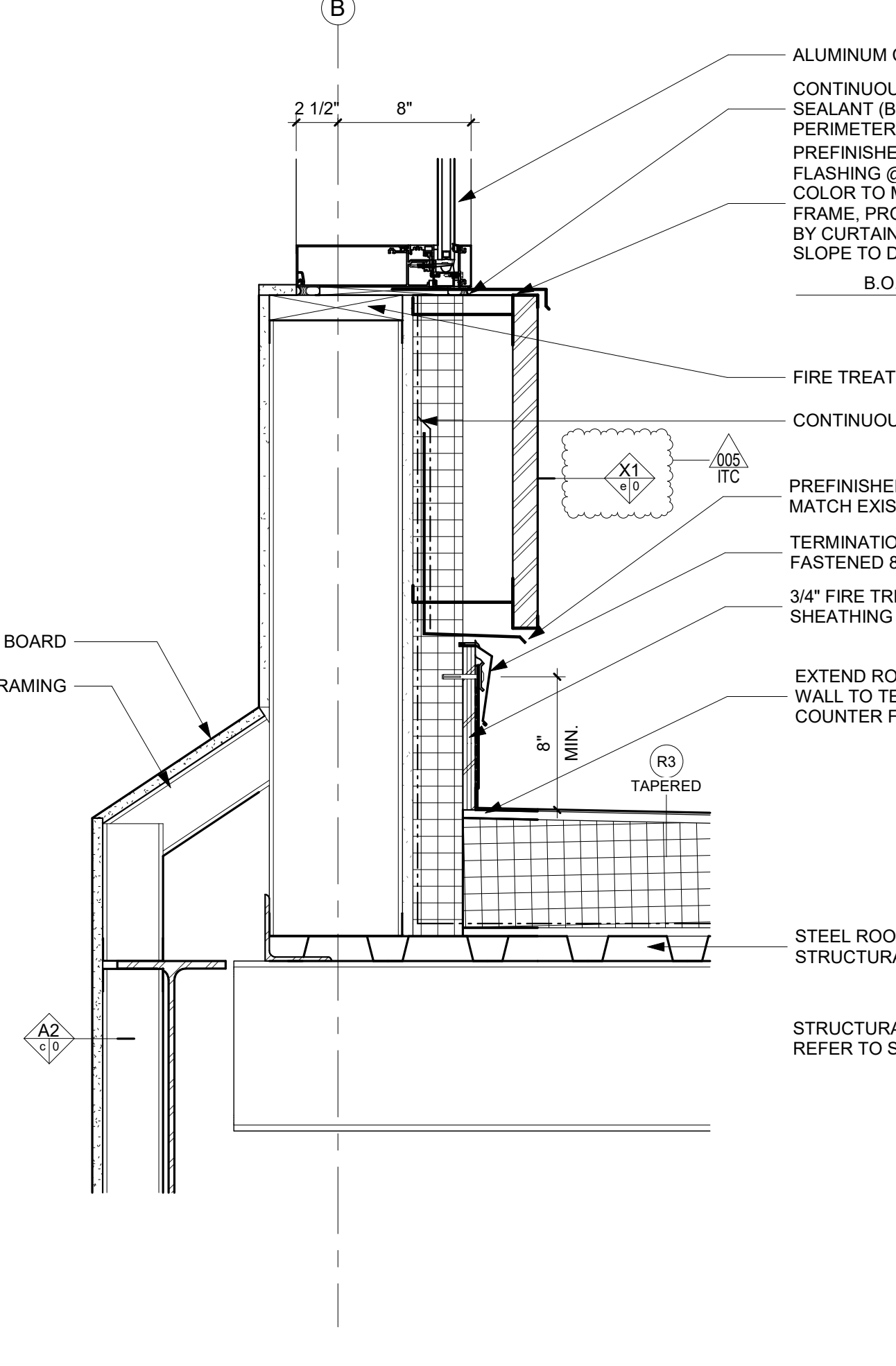
**B9** SECTION DETAIL  
1 1/2" = 1'-0"



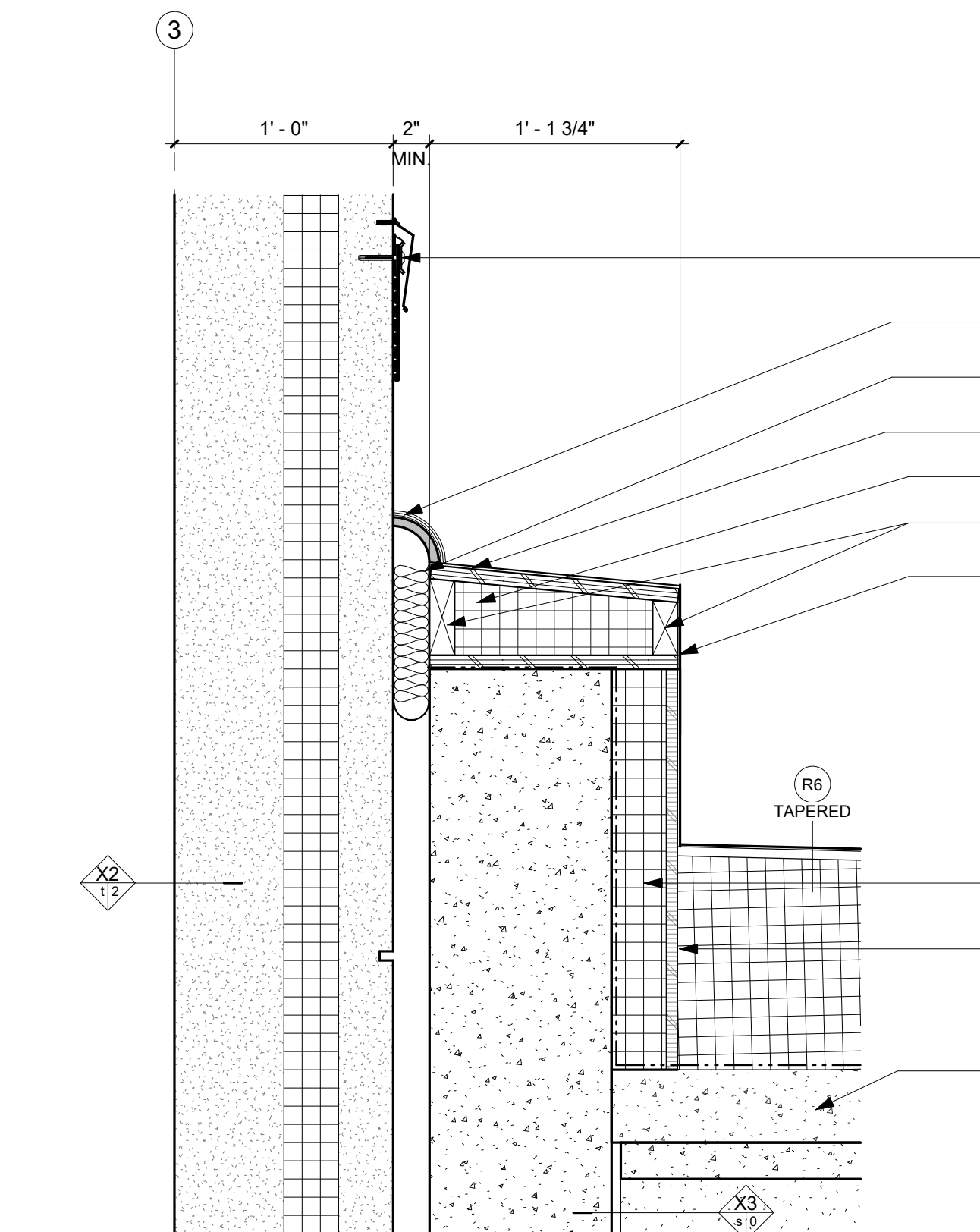
**B9** SECTION DETAIL  
1 1/2" = 1'-0"



**R2** SECTION DETAIL  
1 1/2" = 1'-0"

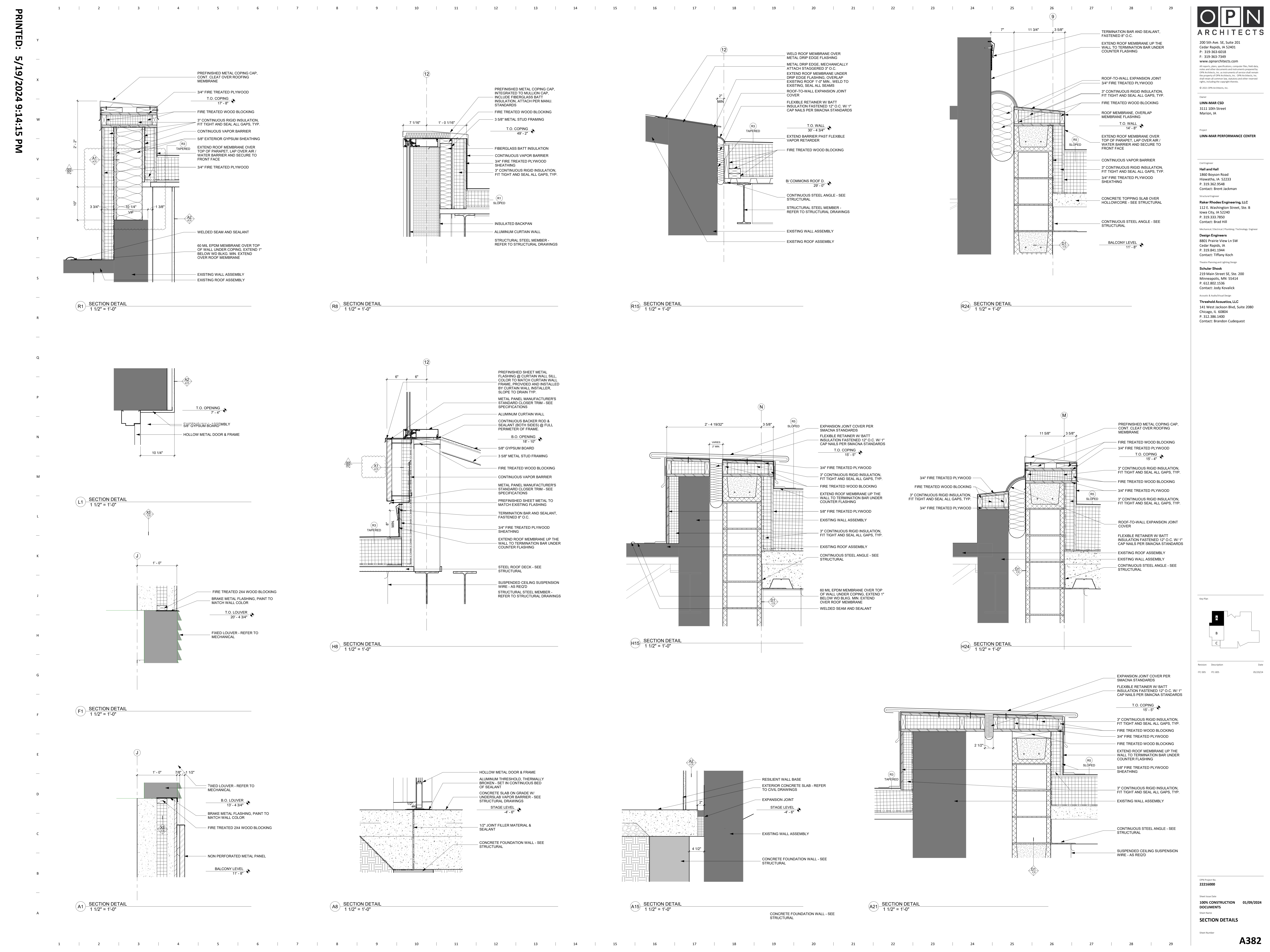


**H2** SECTION DETAIL  
1 1/2" = 1'-0"



**B2** SECTION DETAIL  
1 1/2" = 1'-0"

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**OPN ARCHITECTS**  
 200 5th Ave. SE, Suite 201  
 Cedar Rapids, IA 52401  
 P: 319-363-6018  
 F: 319-363-7349  
 www.opnarchitects.com

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Owner:  
**LINN-MAR CSD**  
 3111 10th Street  
 Marion, IA

Project:  
**LINN-MAR PERFORMANCE CENTER**

Call Number:  
**Hall and Hall**  
 1860 Boyson Road  
 Hawaithu, IA 52233  
 P: 319.302.9545  
 Contact: Brent Jackman

Structural Engineer:  
**Raker Rhodes Engineering, LLC**  
 112 E. Washington Street, Ste. B  
 Iowa City, IA 52240  
 P: 319.333.7850  
 Contact: Brad Hill

Mechanical/Electrical/Plumbing/Technology Engineer:  
**Design Engineers**  
 8923 Prairie View Ln SW  
 Cedar Rapids, IA  
 P: 319.841.1944  
 Contact: Tiffany Koch

Acoustic & Audiovisual Design:  
**Schuler Shook**  
 219 Main Street SE, Ste. 200  
 Minneapolis, MN 55414  
 P: 612.202.1536  
 Contact: Jody Kovalek

Architect & Audiovisual Design:  
**Threshold Acoustics, LLC**  
 141 West Jackson Blvd, Suite 2080  
 Chicago, IL 60604  
 P: 312.386.1400  
 Contact: Brandon Cudequest

Revision Description Date

01	005	05/20/24
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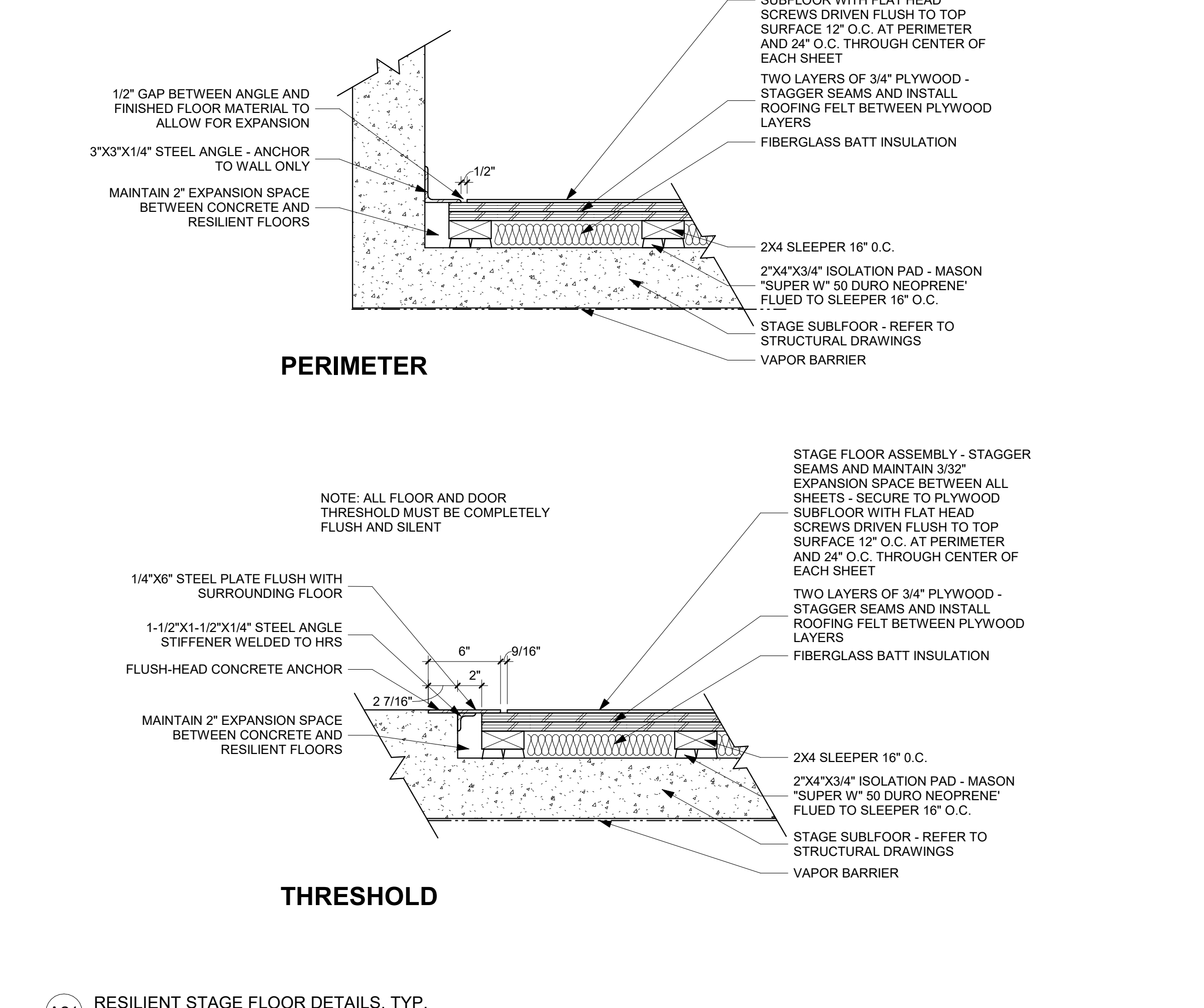
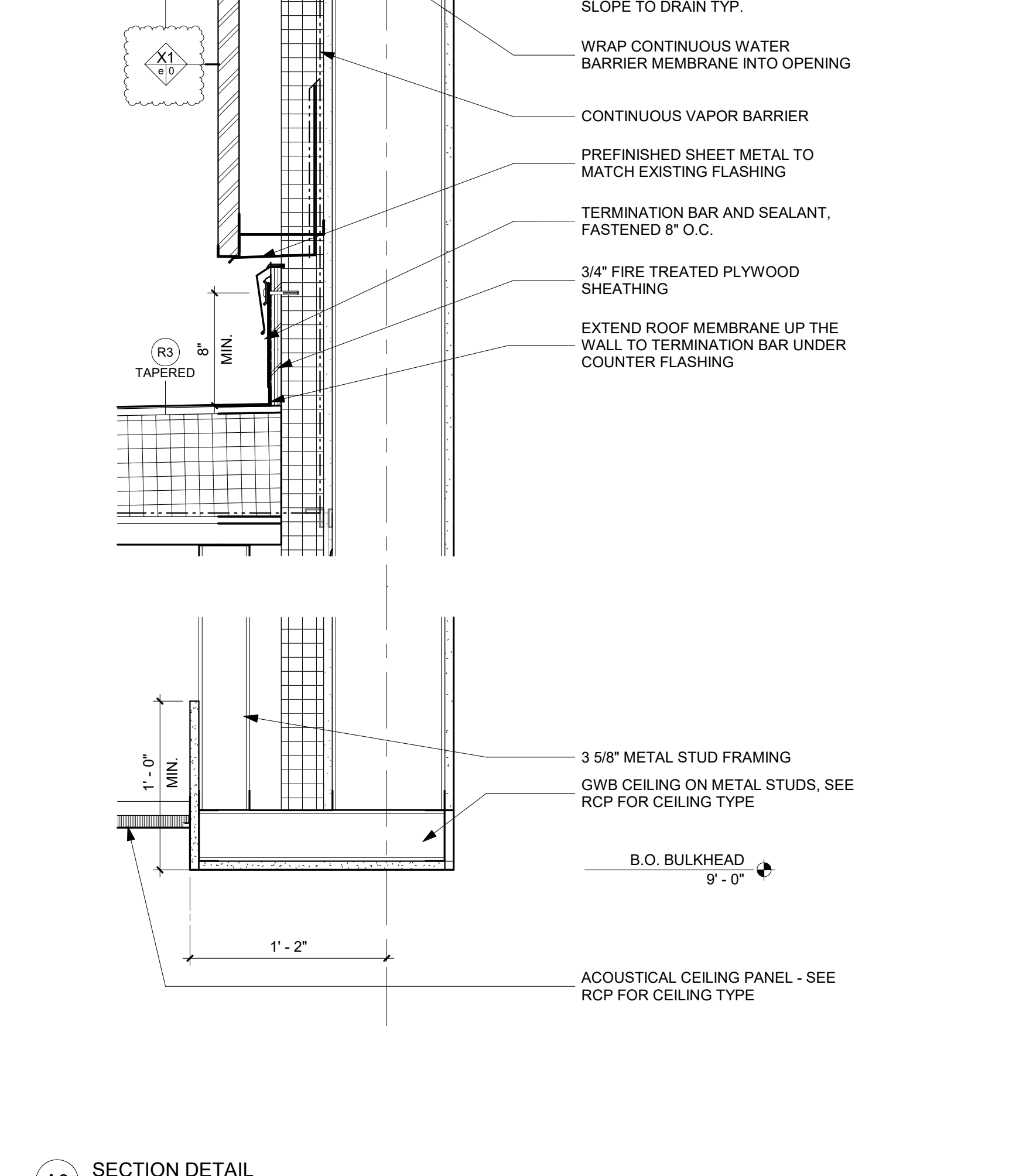
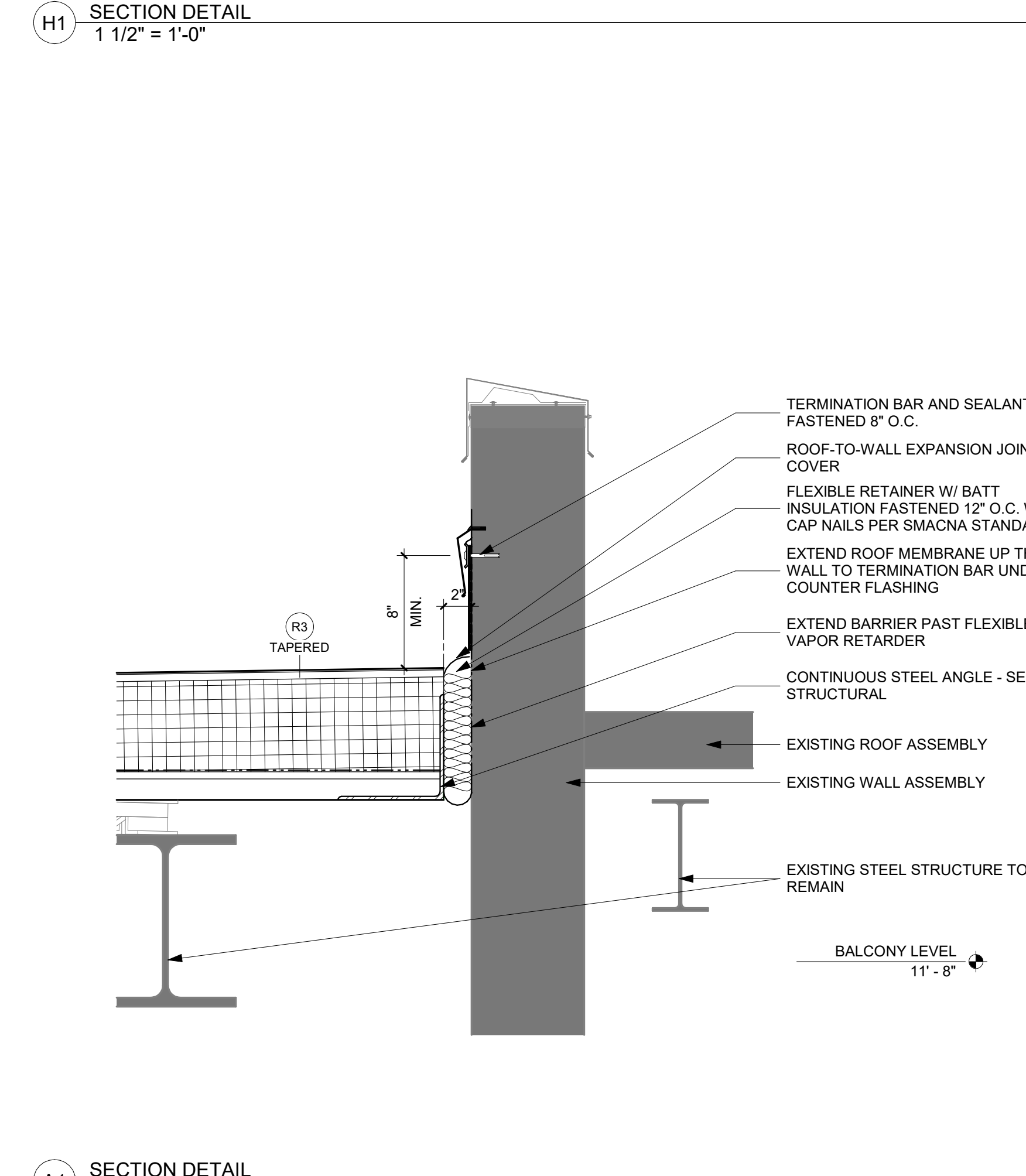
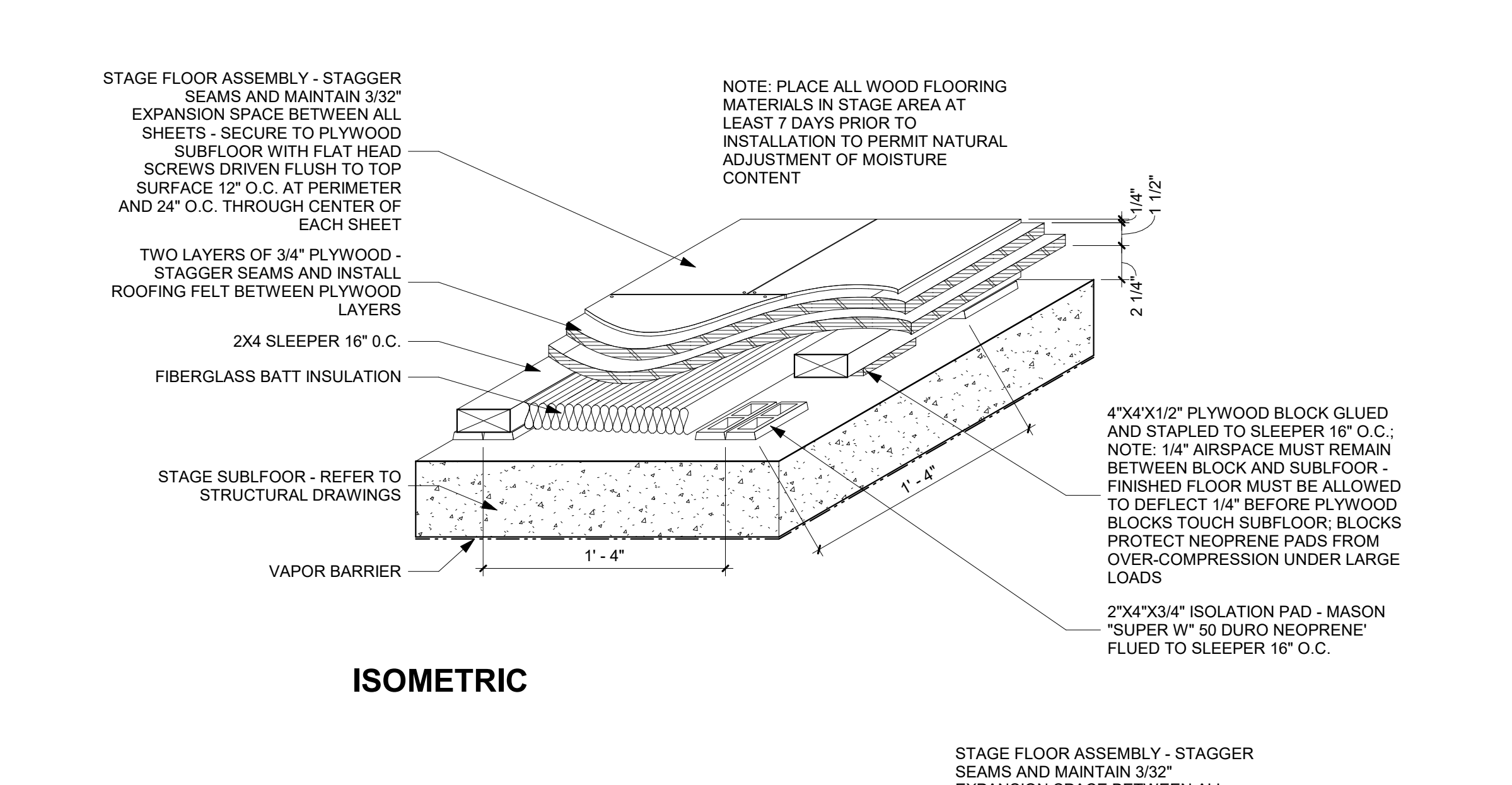
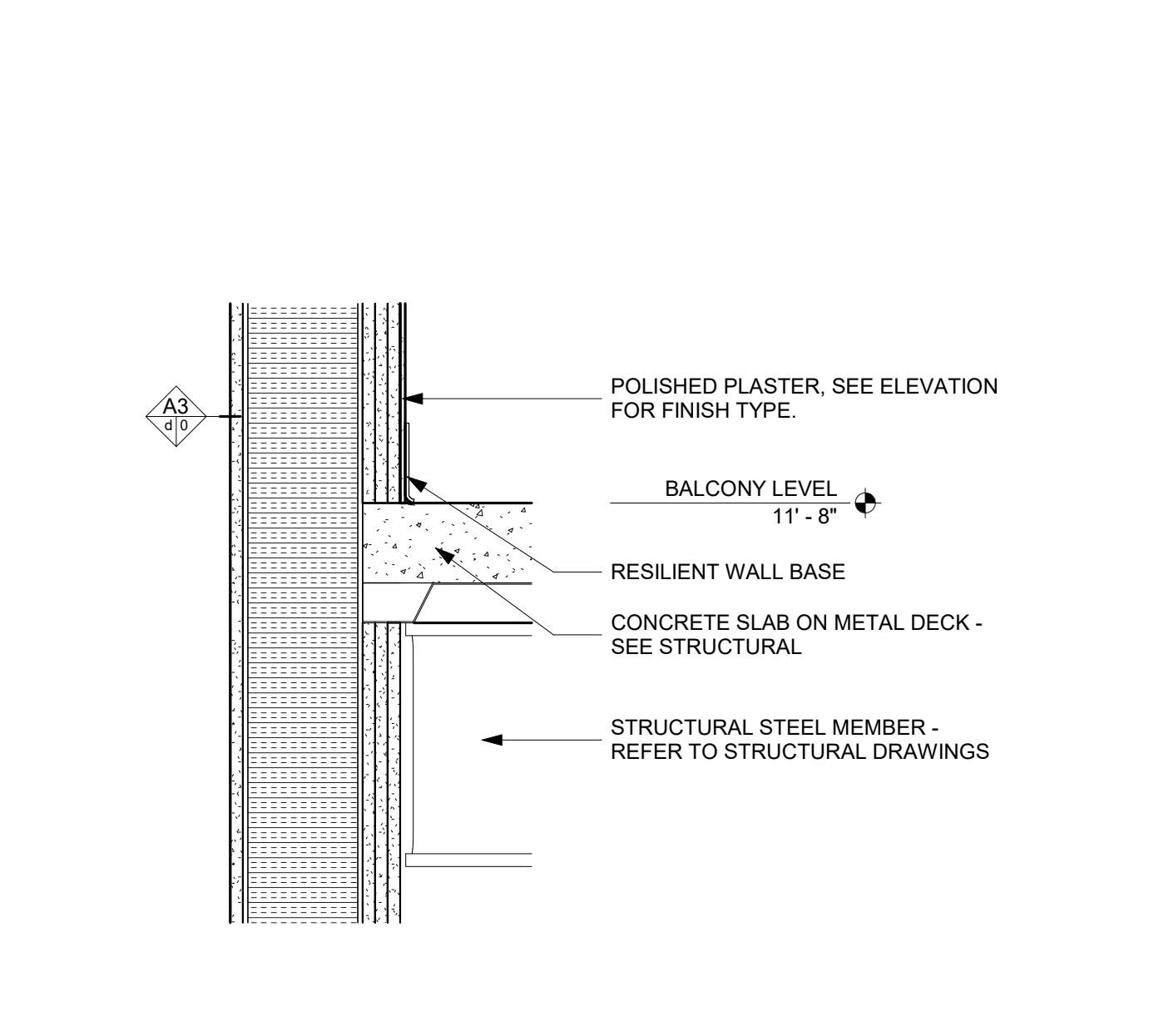
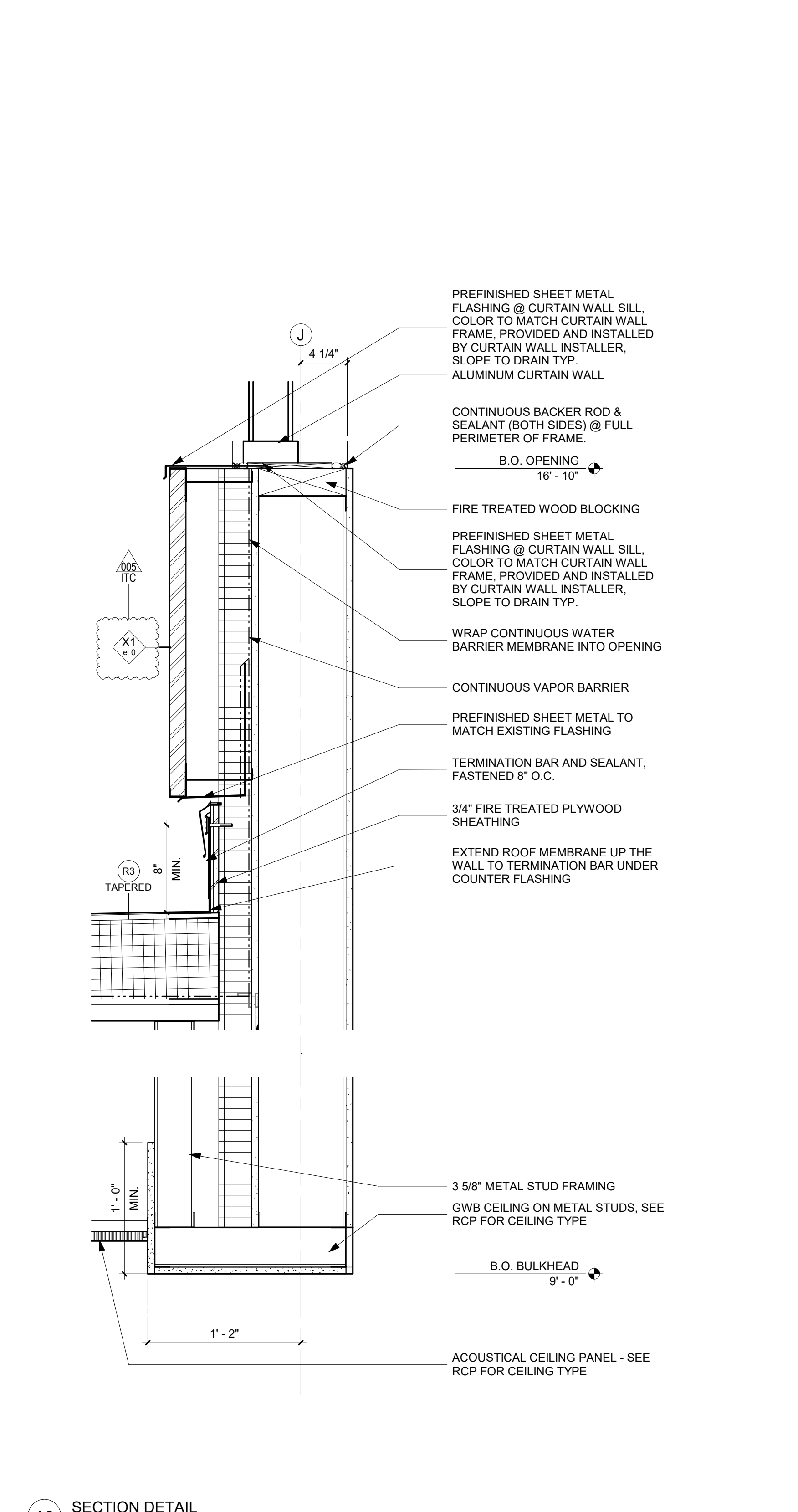
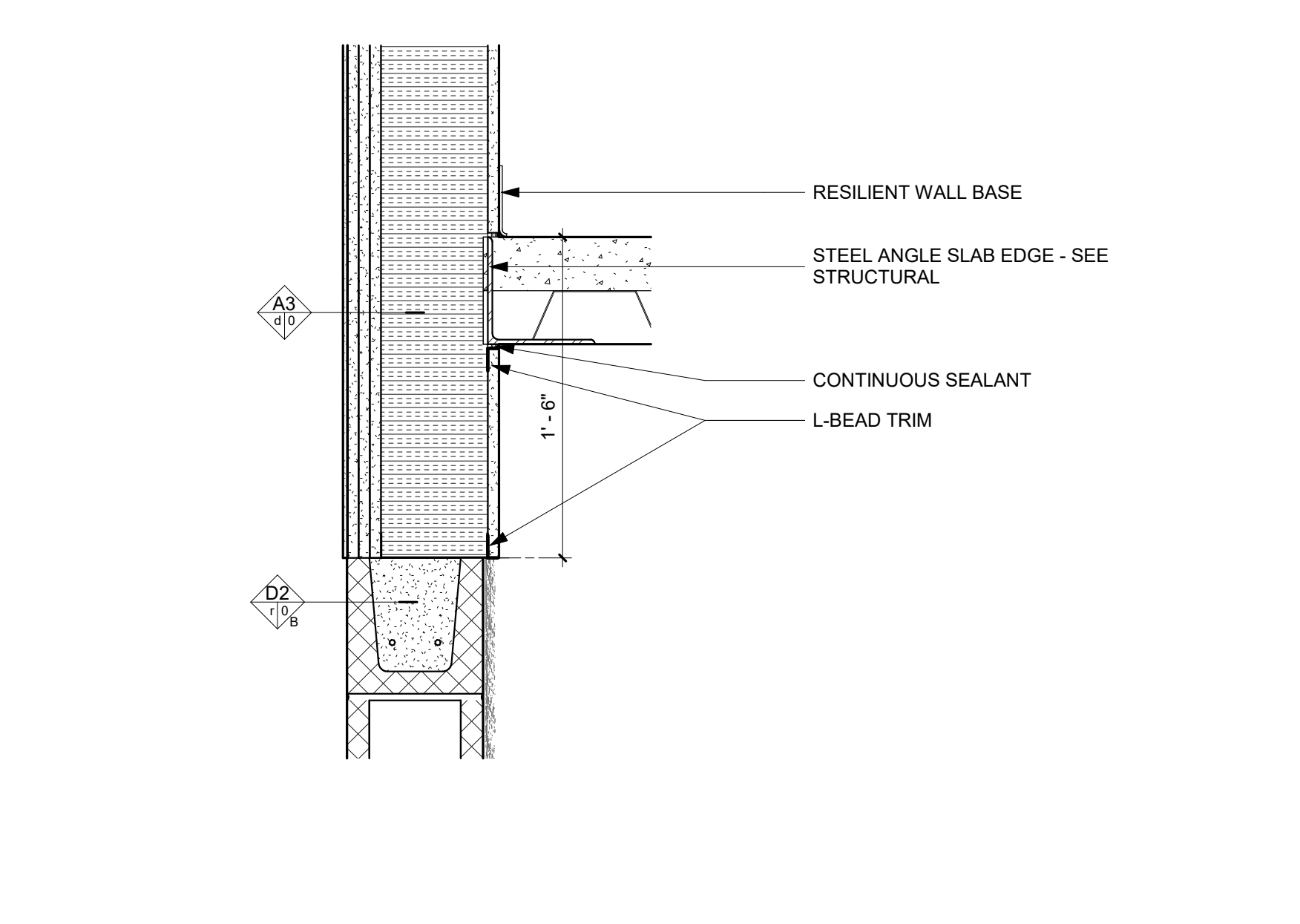
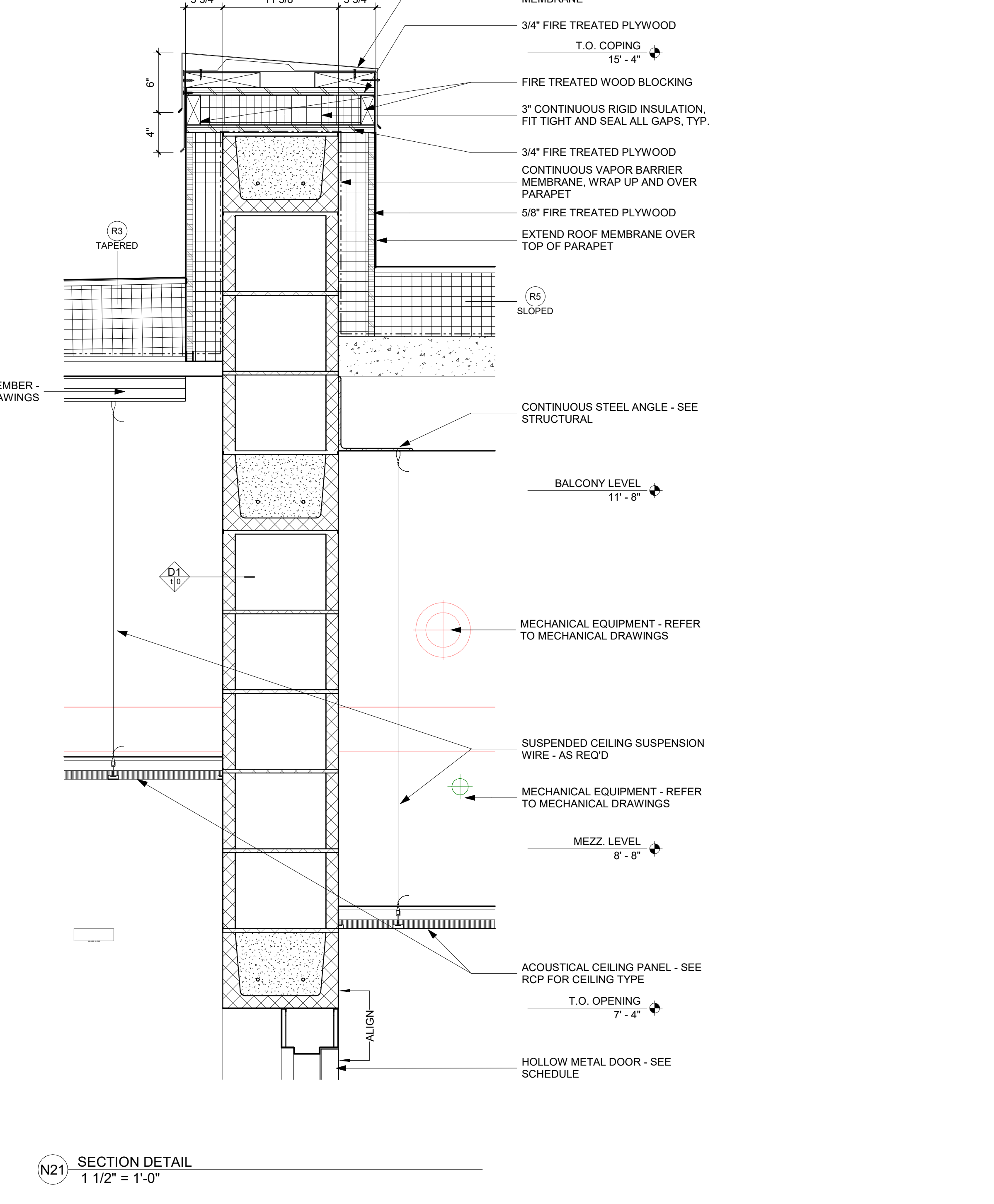
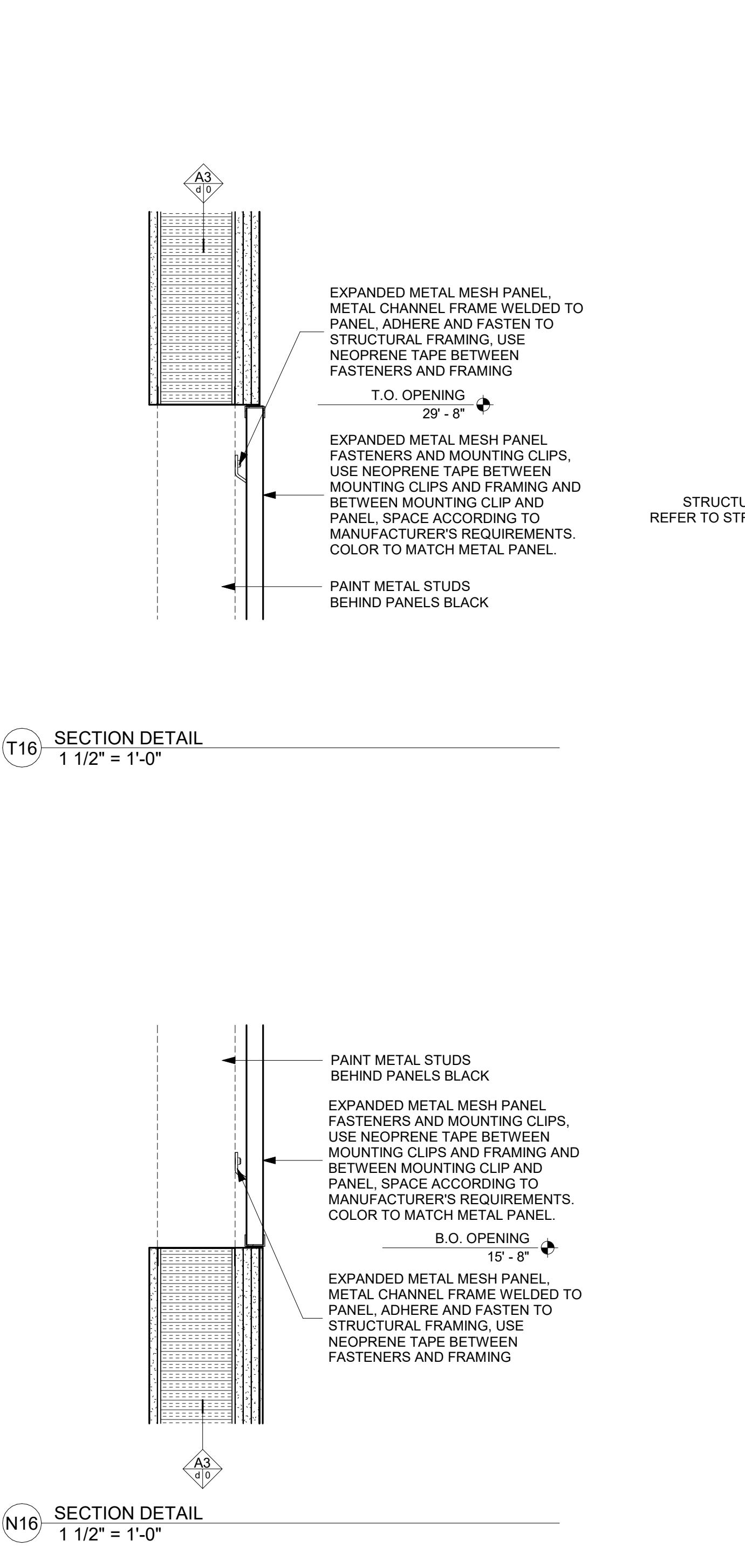
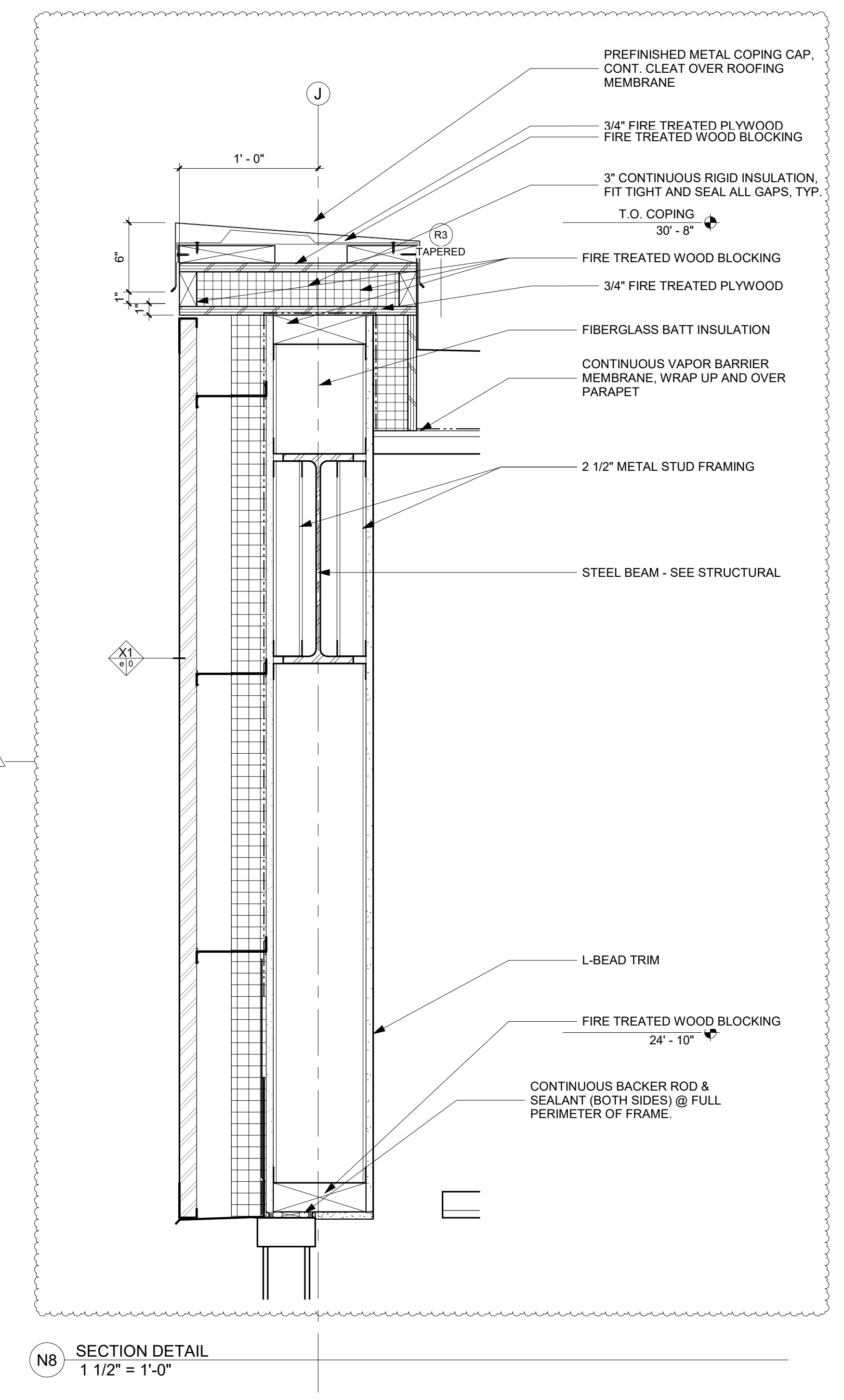
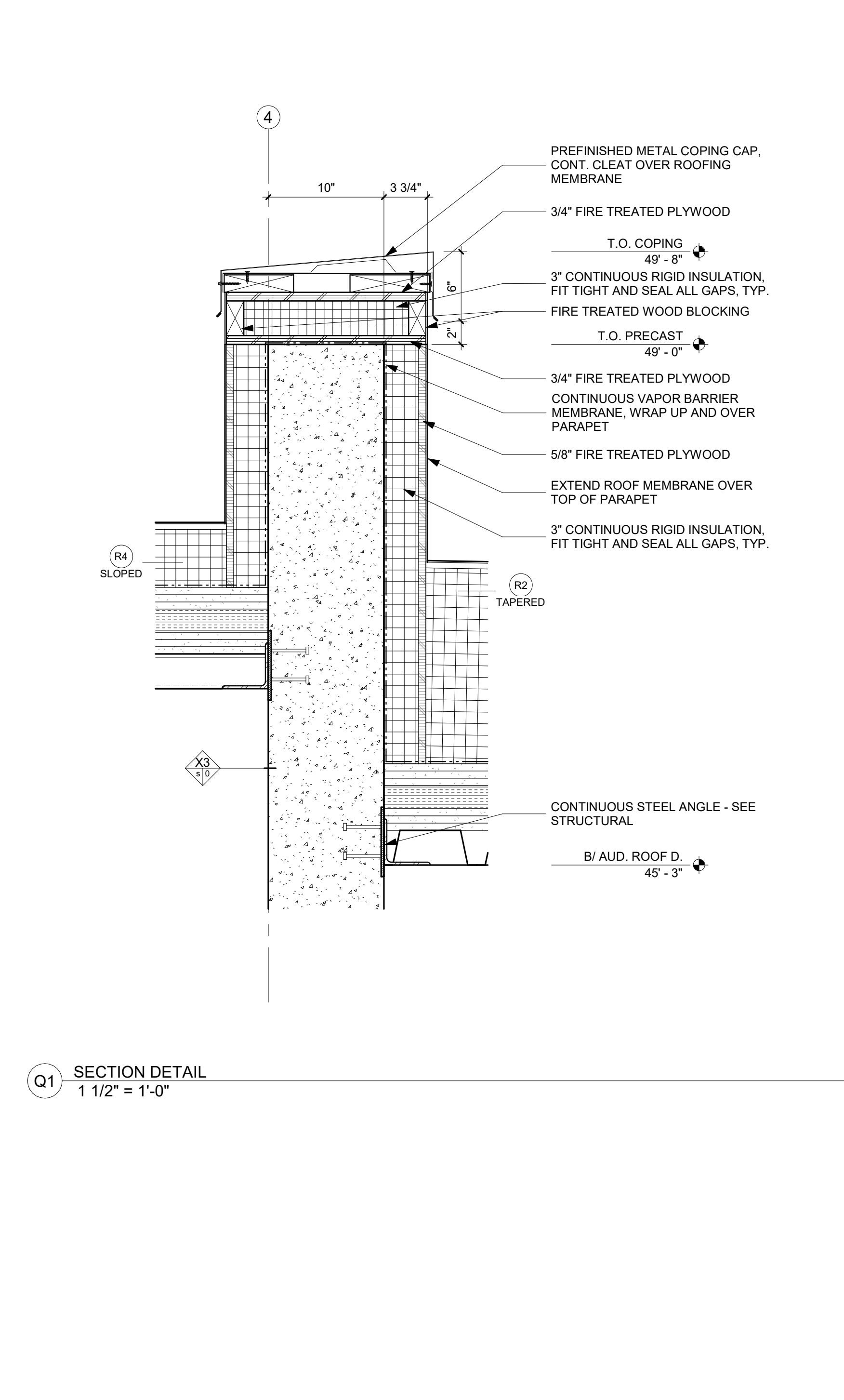
Structural Engineer  
**Raker Rhodes Engineering, LLC**  
 112 E. Washington Street, Ste. B  
 Iowa City, IA 52240  
 P. 319.333.7850  
 Contact: Brad Hill

Mechanical/Electrical/Plumbing/Technology Engineer  
**Design Engineers**  
 8923 Framing View Ln SW  
 Cedar Rapids, IA  
 P. 319.841.1944  
 Contact: Tiffany Koch

Interior Planning and Lighting Design  
**Schuler Shook**  
 219 Main Street SE, Ste. 200  
 Minneapolis, MN 55414  
 P. 612.802.1536  
 Contact: Jody Kovalick

Acoustic & Audiovisual Design  
**Threshold Acoustics, LLC**  
 141 West Jackson Blvd, Suite 2080  
 Chicago, IL 60604  
 P. 312.386.1400  
 Contact: Brandon Cudequest

PRINTED: 5/19/2024 9:14:17 PM



Revision Description Date

01	005	01/09/2024
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May 24, 2024

Tyler Nixt  
McComas-Lacina Construction LC  
1310 Highland Court  
Iowa City, IA 52240

Re: Insurance Expense for Linn-Mar Performance Center

To Whom It May Concern:

Relion Insurance Solutions is the insurance broker that handles the insurance coverage on behalf of McComas-Lacina Construction LC.

The general business casualty insurance expenses incurred by McComas-Lacina Construction, LC represent 2% of annual gross revenue. As such, to compensate for insurance expense, a factor of 2% needs to be included in all job costing. Therefore, this factor needs to apply to all construction contracts and construction change orders to cover the insurance expense.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig A. Schroeder', is written in a cursive style.

Craig Schroeder  
[cschroeder@relion-ins.com](mailto:cschroeder@relion-ins.com)  
319.887.3737



4200 University Avenue, Suite 200  
West Des Moines, IA 50266-5945  
515-244-0166  
[www.assuredpartners.com](http://www.assuredpartners.com)

May 24, 2024

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

RE: McComas – Lacina Construction, L. C.  
Bonding Premiums

Dear Sir or Madam:

Fidelity and Deposit Company of Maryland will charge an additional 1.33% on any and all projects at the time of completion for any increase in the final contract price if the additional premium is more than \$100.00. This premium will be billed to McComas – Lacina Construction, L. C.

Sincerely,  
AssuredPartners Great Plains, LLC

A handwritten signature in black ink that reads "J. I. Schmit".

Joseph I. Schmit  
Attorney-in-Fact for  
Fidelity and Deposit Company of Maryland





# Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> 22210000 Linn-Mar Administration Building 3556 Winslow Road Marion, IA 52302	<b>CONTRACT INFORMATION:</b> Contract For: New Linn-Mar Administration Building Date: June 5, 2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 014  Date: August 06, 2024
<b>OWNER:</b> <i>(Name and address)</i> Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302	<b>ARCHITECT:</b> <i>(Name and address)</i> OPN Architects  200 5th Ave. SE, Suite 201 Cedar Rapids, IA 52401	<b>CONTRACTOR:</b> <i>(Name and address)</i> Peak Construction Group 660 Liberty Way, Unit C COR

**THE CONTRACT IS CHANGED AS FOLLOWS:**

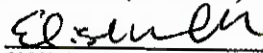
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*


COR 032 - Costs Associated with Parking Lot Core Out	\$7,488.18
<b>Total</b>	<b>\$7,488.18</b>

The original Contract Sum was	\$ 11,774,000.00
The net change by previously authorized Change Orders	\$ -97,348.12
The Contract Sum prior to this Change Order was	\$ 11,676,651.88
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,488.18
The new Contract Sum including this Change Order will be	<u>\$ 11,684,140.06</u>
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

OPN Architects  
 ARCHITECT *(Firm name)*  
  
 SIGNATURE  
 Elisha Horsfall, AIA  
 PRINTED NAME AND TITLE  
 8/06/24  
 DATE

Peak Constuction Group  
 CONTRACTOR *(Firm name)*  
  
 SIGNATURE  
 Steve Oyen, Principal  
 PRINTED NAME AND TITLE  
 8/6/2024  
 DATE

Linn-Mar Community School District  
 OWNER *(Firm name)*  
 SIGNATURE  
 Barry Buchholz, Board President  
 PRINTED NAME AND TITLE  
 DATE

# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Linn-Mar HS Extension Renovation	<b>CONTRACT INFORMATION:</b> Contract For: Construction Renovation Date: May 10, 2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: July 29, 2024
<b>OWNER:</b> <i>(Name and address)</i> Linn-Mar CSD 2999 N 10 <sup>th</sup> Street Marion, IA 52302	<b>ARCHITECT:</b> <i>(Name and address)</i> OPN Architects 200 5 <sup>th</sup> Ave SE, Suite 201 Cedar Rapids, IA 52401	<b>CONTRACTOR:</b> <i>(Name and address)</i> Unzeitag Construction 1619 F Ave NE Cedar Rapids, IA 52402

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

COR #002 - ITC 002 JBL pendant speakers \$420.88

The original Contract Sum was	\$	1,085,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,085,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	420.88
The new Contract Sum including this Change Order will be	\$	1,085,420.88

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

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

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

OPN Architects ARCHITECT <i>(Firm name)</i>	Unzeitag Construction CONTRACTOR <i>(Firm name)</i>	Linn-Mar Community School District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Susan Bowersox PRINTED NAME AND TITLE	Doug Wall PRINTED NAME AND TITLE	Barry Buchholz PRINTED NAME AND TITLE
7-30-24 DATE	8/6/24 DATE	 DATE

DATE: July 9, 2024

**NOTICE OF AWARD**

TO: For Sure Roofing & Sheet Metal

ADDRESS: 6545 NE 14<sup>th</sup> Street  
Des Moines, IA 50313

PROJECT: 2240006750

CONTRACT FOR: 2024 Linn-Mar Westfield Elementary School Roof  
Linn-Mar Community School District

You are notified that your Bid dated June 26, 2024 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Base Bid.

The Contract Price of your contract is One Hundred Twenty-five Thousand Six Hundred Ninety-seven Dollars and 00/100 (\$15,697.00), in accordance with your bid.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is, by July 19, 2024.

1. You must deliver the following in hard copy form to Shive-Hattery, Inc. as a packet:
  - a. One copy of the fully executed **Notice of Award**. (See Attached)
  - b. One fully executed counterpart of the enclosed A101 - **Agreement** bearing your signature on page 9. (See Attached)
  - c. Not later than ten days following the date of execution of the Agreement the **Performance and Payment Bond** as specified in the Supplementary Instructions to Bidders. (See Attached)
  - d. **Certificate of Insurance** as outlined in the Document A101 – 2017 Exhibit A.
  - e. **One Sex Offender Acknowledgement** and Certification form (attached) from your company and provide a signed document from **each sub-contractor** who will have workers on-site as per Section 00 7300, Article 13.12. (See Attached)

As per AIA Digital Data Protocol, all submittal documents may be submitted and uploaded via Newforma Information Exchange.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

**2024 Linn-Mar Westfield Elementary School Roof  
Project # 2240006750**

There will be a Preconstruction Conference scheduled in advance of the commencement of Work. It is required that representative from your firm in charge of the project, and any subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time. Sets of the Project Manual and Drawings will be available to you at this conference.

**\_\_\_\_\_**  
**LINN-MAR COMMUNITY SCHOOL DISTRICT**

Owner

By: \_\_\_\_\_

Authorized Signature

**Barry Buchholz, President, LMCS D Board of Directors**  
\_\_\_\_\_

Title

**ACCEPTANCE OF AWARD**

**\_\_\_\_\_**  
**FOR SURE ROOFING & SHEET METAL**

Contractor

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**END OF DOCUMENT 00 0510**

## TABULATION OF BIDS

Owner: **Linn-Mar Community School District**

7/3/2024

Project Name: **Westfield Elementary School Roof**

S-H Project #: **2240006750**

1 of 1

NAME AND ADDRESS OF BIDDER			ForSure Roofing & Sheet Metal 6545 NE 14th Street Des Moines, IA 50313		Advance Builders 325 Waconia Court SW Cedar Rapids, IA 52404		Jim Giese Commercial Roofing, Inc. 10410 Silverwood Drive Dubuque, IA 52003	
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
<b>BASE BID</b>								
1	Roof Replacement	Lump Sum	Lump Sum	\$125,697.00	Lump Sum	\$ 132,000.00	Lump Sum	\$ 147,260.00
<b>TOTAL BASE BID</b>			<b>\$</b>	<b>125,697.00</b>	<b>\$</b>	<b>132,000.00</b>	<b>\$</b>	<b>147,260.00</b>



**LEASE - BUSINESS PROPERTY**

**THIS LEASE AGREEMENT**, entered into this 1<sup>st</sup> day of August, 2024, by and between **Culver's Corridor Storage, LLC** ("Landlord", LL) whose address for the purpose of this lease is 2310 Timber Creek Dr, Marion, IA 52302 and **Linn-Mar Community School District** ("Tenant") whose address for the purpose of this lease is 3111 10<sup>th</sup> St. Marion, IA 52302.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlords, in consideration of rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlords, according to the terms of this lease, the following described "premises", situated in Linn County, Iowa:

**312 44<sup>th</sup> St. Single Suite 700 Marion IA, 52302**  
**1,500 Sq. Ft. of a 12,000 Sq. Ft. Building**

**Term: One (1) year**, commencing the first day of the lease term, which shall be on **August 1<sup>st</sup>, 2024** and ending at midnight on the last day of the lease term, which shall be on **July 31<sup>st</sup>, 2025** upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

**Renewal Option: One (1) Year Renewal Option at \$1,187.50 Per Month.**

2. **RENTAL.** Tenant agrees to pay to Landlords as rental as follows:

Years 1 Monthly Break Down:

- a. \$9.50 Per Sq. Ft. X 1,500 Sq. Ft. GROSS: The stated lease rate is a GROSS lease rate; however, the breakdown is as follows; Base Rent: \$5.70 Per Sq. Ft.; CAM (\$1.50 Per Sq. Ft.) & Property Tax (\$2.30 Per Sq. Ft.)
- b. Monthly payments of **\$1,187.50** (\$9.50 X 1,500 Sq. Ft. / 12 Months) will be owed by the Tenant until completion of this Lease. All checks shall be made payable to **Culver's Corridor Storage, LLC** and mailed to **2310 Timber Creek Dr. Marion, IA 52302**.
- c. All utilities are to be placed in the Tenant's name and paid by the Tenant.

Any and all rent payments received by Landlords after the 5th day of each month shall be deemed delinquent, and Tenant agrees to pay a delinquent charge for each rental payment delinquent as stated below.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing.

Delinquent rental payments shall draw interest at 10% per annum from the 6th day of the month of delinquency until date paid.

3. **POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Landlords at the end of the lease term, except as herein otherwise expressly provided. Should the Landlords be unable to give possession on said date, Tenant's only damages shall be a new Lease Commencement Date upon possession and a new Termination Date that reflects a 12-month Lease.

a. **Early Access** - immediate possession on commencement of Lease.

4. **USE OF PREMISES:** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises as storage.

5. **QUIET ENJOYMENT.** Landlords covenant that their estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlords shall have the right to mortgage all of their right, title, interest in said premises at any time without notice, subject to this lease.

6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE:**

#### DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

#### CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition.

REPAIRS AND MAINTENANCE

- A. Landlords shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.
- B. Repair and maintenance of the Tenant’s interior space shall be maintained by the Tenant.
- C. Maintenance of Common Areas and Grounds:  
  
Tenant agrees that Landlord will perform, during the term of this Lease, maintenance of the common areas including, but not limited to, snow removal, lawn care, landscaping maintenance, property care and management etc. This work shall be performed as necessary during the term of this lease agreement.
- D. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.
- E. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition.

Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

- F. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u>	<u>REPLACED</u>
1. Heating equipment	Landlord	Landlord
2. Lighting fixtures	Landlord	Tenant

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlords’ prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and



fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving, and similar items. Tenant to maintain equipment installed by Tenant.

- G. Landlords shall provide and pay for the following items of interior decorating:

N/A

Thereafter, the Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlords.

AMERICANS WITH DISABILITIES ACT

- H. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality rules/ordinances, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

Common areas	Landlords – 100%
Tenants area:	Tenant – 100%
Initial compliance	Landlord – 100%

- 7. **UTILITIES AND SERVICES:** Heat must stay on in the cold months to ensure no freezing of the fire sprinkler system and domestic water lines. Utilities and services shall be furnished and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>
A. Electricity	Tenant	Tenant– 100%
B. Gas	Tenant	Tenant – 100%
C. Water & Sewer	Tenant	Tenant – 100%

D.	Garbage/Trash	Tenant	Tenant – 100%
E.	Janitor/Cleaning	Tenant	Tenant – 100%
F.	Common areas	Landlord	Landlord-100%
G.	Other	Tenant	Tenant – 100%

8. **TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.**

- (a) **TERMINATION:** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.
- (b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.
- (c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlords (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of the lease. The month-to-month rental shall be 150% of the rent at the time of the Lease expiration.
- (d) **REMOVAL OF FURNITURE AND EQUIPMENT.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any furniture and equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Any assignment of this lease or subletting of the premises or any part thereof, without the Landlords' written permission shall, at the option of the Landlords, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. **REAL ESTATE TAXES:**

- A. All installments of real estate taxes that would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord 100 %                      Tenant 0%

- B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by the tax due date shall be paid as follows:

Landlord 100%                      Tenant 0%

- C. PERSONAL PROPERTY TAXES: Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by the lawful authority against its personal property on the premises during the term of this lease.

- D. SPECIAL ASSESSMENTS: Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord – 100%                      Tenant – 0%

- E. Each party reserves its right of protest of any assessment of taxes.

11. **INSURANCE.**

- A. PROPERTY INSURANCE: Landlords shall secure insurance for the “structural parts of the building”. Tenant agrees to insure its respective business inventory, contents and personal property etc. The insurance acquired by the parties shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage).

- B. LIABILITY INSURANCE: Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. Such a policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlords as

additional insureds and Tenant agrees to provide the appropriate written documentation, e.g. certificate of insurance, to verify that Landlords are additional insureds of the policy prior to the first day of possession of the premises by Tenant.

- C. CERTIFICATES OF INSURANCE: Prior to the time the lease takes effect the Tenant shall provide the Landlords with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlords. A renewal certificate shall be provided prior to expiration of the current policies.
- D. ACTS BY TENANT: Tenant will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates in force on the premises.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by the party (or their agents, employees or invitees), except to the extent the loss is insured, and subrogation is waived under the owner's policy.

13. **INDEMNITY:** Except as provided in paragraph 20(A)(5) and except as provided below, Tenant will protect, defend and indemnify Landlords from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, including, but not limited to the negligent acts or omissions by Tenant, Tenant's agents, representatives or employees or any person claiming through or under Tenant.

Landlords will protect, defend and indemnify Tenant from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property that is due to Landlords' negligence, Landlords' failure to replace and repair the structural parts of the building or Landlords' failure to otherwise perform their obligations required under this lease or under any applicable laws, ordinances or regulations.

14. **FIRE AND CASUALTY:**

- (a) PARTIAL DESTRUCTION OF PREMISES: In the event of partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is

repairable within 90 days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlords shall repair such damages within 90 days of its occurrences unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlords reasonable control.

(b) ZONING: Should the zoning ordinance of the municipality in which this located make it impossible for the Landlords to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as total destruction as provided in the next paragraph.

(c) TOTAL DESTRUCTION OF BUSINESS USE: In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 90 days this lease may be terminated at the option of either the Landlords or Tenant. Such termination in such an event shall be affected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from further obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlords at their option, may rebuild or not, at their discretion.

15. **CONDEMNATION:**

(a) DISPOSITION OF AWARDS: Should the whole or any part of the premises be condemned or taken for a public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) DATE OF LEASE TERMINATION: If the whole of the demised premises shall be condemned or taken, the Landlords shall not be liable to the Tenant except and as its rights are preserved in paragraph 14(a) above.

16. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

- 1) Failure to pay rent when due.
- 2) Failure to observe or perform any duties, obligations, agreements or conditions imposed on the Tenant pursuant to terms of the lease.
- 3) Abandonment of the premises.

“Abandonment” means the Tenant has failed to engage in its usual and customary business activities on the premises for more than thirty (30) consecutive business days. In no event will it be abandonment if the Tenant is current in rent due.

- 4) Institution of voluntary bankruptcy proceedings in which the Court Orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

#### NOTICE OF DEFAULT

B. Landlords shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlords. Landlords shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

#### REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlords may proceed with all available remedies at law or in equity, including but not limited to the following:

1. **Termination.** Landlords may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlords shall be entitled to prove claim for and obtain judgment against Tenant for the balances of the rent agreed to be paid for the term herein provided, plus all expenses of Landlords in regaining possession of the premises and the reletting thereof,

including attorney's fees and court costs, crediting against such claim, however, less any amount obtained by reason of such reletting.

2. **Forfeiture.** If a default is not remedied in a timely manner, Landlords may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.**

If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum, from date of advance.

18. **SIGNS.**

(a) At Tenant's cost, Tenant shall have the right and privilege of attaching, or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and, (4) such sign shall be subject to the written approval of the Landlords, which approval shall not be unreasonably withheld.

(b) Landlords during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlords,

the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. **ENVIRONMENTAL.**

A. Landlords: To the best of Landlords' knowledge to date:

- 1) Neither Landlords or Landlords' former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- 2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
- 3) No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
- 4) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
- 5) Landlords shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of the actions of the Tenant.

B. Tenant: Tenant expressly represents and agrees:

- 1) During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlords. Tenant understands and agrees that Landlords' consent is at Landlords' sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlords deem necessary and appropriate under the circumstances.
- 2) During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate



notice to Landlords of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

- 3) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlords, who is or may be liable for any such cost and expense.
- 4) Tenant agrees to indemnify and hold Landlords harmless from and against all claims, causes of action, damages, loss, costs, expenses, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this Lease and during any term of this Lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution in value of any leased Premises which may result from the foregoing.

21. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

22. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

23. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.**

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

24. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or Conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

25. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

26. **ADDITIONAL TERMS.**

A. Tenant Improvements: to be paid by Tenant

27. **SECURITY DEPOSIT-paid on previous lease of \$3,000.00**

28. **PARKING.** Shared Parking

**LANDLORD:  
CULVER'S CORRIDOR STORAGE, LLC**

\_\_\_\_\_  
By: Todd Culver

\_\_\_\_\_  
Title: CEO

\_\_\_\_\_  
Date

**TENANT:  
Linn-Mar Community School District**

Barry Buchholz  
\_\_\_\_\_

By: Please print name

\_\_\_\_\_  
Signature

President, Board of Directors  
\_\_\_\_\_

Title

\_\_\_\_\_  
Date



### Statement of Work

Linn-Mar Community School District Language Services

<b>Linn-Mar Community School District</b>	
Company name:	Linn-Mar Community School District
Address:	<b>3556 Winslow Road Marion IA 52302</b>
Requestor:	Megan Burke-Brunschien

<b>Acutrans</b>	
Company name:	Acutrans
Address:	9700 W. 197 <sup>th</sup> St. Suite 102 Mokena, IL 60448
Primary Contact:	Kim Keith, Account Manager
Email:	KimK@acutrans.com
Phone:	708.726.9066
SOW Effective date:	7/24/24
SOW Expiration date:	7/24/25

This SOW, executed in accordance with the terms of Master Services Agreement (“the Agreement”) dated [month, date, year] between [Client name] and [Supplier name] is entered into by the parties and effective as of the SOW Effective date above.

OR

This SOW is entered into by the parties and effective as of the SOW Effective Date above.

1. Description of Service

Pursuant to and in conformance with any standards, guidelines and specifications which may be provided by the Client to the Supplier, Supplier will deliver audio/video



interpretation and document translation services to the Client under the Agreement as a work made for hire (collectively, the "services").

2. Pricing/Schedule

Please refer to the detailed pricing schedule in Appendix 1 of this document.

3. Termination and Suspension Due to Force Majeure

This SOW is subject to immediate suspension and/or termination upon written notice in the event of any incapacity, insolvency, termination of business, a party filing for or being the subject of a bankruptcy petition, or if a party is the subject of a debtor relief action. In the event of the suspension, postponement, or interference with the purpose of this Agreement due to an act of God, war, riot, act of terrorism, civil unrest, fire, pandemic, illness, act of any federal, state, or local authority, or any other reason which is beyond either party's reasonable control (each, a "Force Majeure Event") the Parties may agree to suspend this Agreement for as long as any such event continues, and the obligations of both Parties will be suspended, except for any payments which have accrued and are due to Acutrans as of the date of suspension. If the Force Majeure event continues for more than thirty (30) days, either party may elect to terminate this Agreement immediately upon written notice to the other party.

4. Payment

The Supplier will issue a monthly invoice to the Client.

Client will remit the payment no later than 30 days after the delivery.

VENDOR/PAYEE INFORMATION			
Vendor/Payee Name:	Accurate Translation Bureau, Inc. d/b/a Acutrans	TIN#	36-4138820
Remit Address:	P.O. Box 3311, Orland Park, IL 60462		
Email Address:	CariS@acutrans.com & AnthonyW@acutrans.com	Phone Number:	708-274-9004
BANK INFORMATION			
Financial Institution Name:	Hinsdale Bank & Trust, 21 E. 1 <sup>st</sup> St., Hinsdale, IL 60521		
Account #:	250029006		
Routing/ABA#	071925402		
Type of Account:	Checking		



IN WITNESS THEREOF, the Parties hereby enter into this Agreement by authorized signature below.

Linn-Mar Community School District	ACCURATE TRANSLATION BUREAU, INC. dba Acutrans
By:	By:
Title: Barry Buchholz, President, Board of Directors	Title:
Date:	Date:



# Appendix 1

## Pricing

### Over-The-Phone Interpreting (OPI)

Spanish	\$1.35 / minute
Non-Spanish	\$1.35 / minute

### Video Remote Interpreting (VRI)

Spanish	\$1.49 / minute
Non-Spanish	\$1.49 / minute
American Sign Language (ASL)	\$2.99 / minute

### On-Site Interpretation / Pre-Scheduled Video Conferencing

Spanish	\$65.00 / hour
Non-Spanish	\$75.00 / hour
ASL	\$95.00 / hour
Mileage	Travel charges will be added to all on-site interpreting requests, door to door, based on current IRS rate
Rush/After Hours	Rates above are valid 24x7x365

\*2- hour minimum for On-Site, with 30-minute increments thereafter. 48-hour cancellation policy.

\*1-hour minimum for Pre-Scheduled Video, with 30-minute increments thereafter. 24-hour cancellation policy.

#### Additional Charges

- If session lasts longer than scheduled time, the overage will be billed in 30-minute increments thereafter.
- If session is cancelled less than 24 hours prior to scheduled start time (48 hours for On-Site),
- Client will be charged for scheduled session hours.

### Additional Services/Equipment (Included)

Third-Party Calling	No Charge	Training Materials	No Charge
Account Activation	No Charge	Live Training Sessions (Unlimited)	No Charge
Client Success Manager	No Charge	Instruction Cards	No Charge



Implementation Consultant	No Charge		
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\*Translation pricing will be provided in a quote upon translation request as necessary.





# HANDS UP COMMUNICATIONS SERVICE AGREEMENT

## Overview

This proposal offers language access services between Linn Mar Community Schools and Hands Up Communications. Hands Up agrees to render high quality services for your events, training, products, and programs. This proposal is good for 45 days from July 8, 2024 (date).

All Onsite interpreter appointments can be scheduled and/or canceled by contacting our Scheduling Department Team at:

**Email:** [Scheduling@HandsUpCommunications.com](mailto:Scheduling@HandsUpCommunications.com)

**Phone:** 319-213-9920 option 1 or **Text:** 319-271-4827

Virtual Remote Interpreting Scheduling Department | Spoken Language 319-213-9920, ext 111 | Sign Language 319-213-9920, ext 113

## Commitments

Your agreement to this proposal means that Hands Up Communications will render the requested services to Linn Mar Community Schools.

As part of the service agreement, Hands Up Communications will provide the following service(s):

- Onsite Interpreting-\$60.00 hourly
- CART-\$75.00 hourly
- Virtual Remote Interpreting-\$80.00 hourly
- Legal Interpreting- \$90.00 hourly
- Performing arts and Theatre interpreting: \_\_\_\_\_

## Costs

- For onsite interpreting assignments, there is a standard minimum charge of two (2) hours for ASL language services, and one and a half (1.5) hours for spoken language services. If the event exceeds the pre-scheduled time, services will be billed in 15-minute increments.
- For onsite interpreting services, round trip travel time from the interpreter's city of residence will be billed at the agreed-upon hourly minimum.
- Virtual Remote Interpreting (VRI) has a standard minimum charge of one hour. If the event exceeds the pre-scheduled time, services will be billed in 15-minute increments.
- Assignments canceled with less than 24 hours' notice, or those concluding earlier than designated, will be billed the full amount.
- If a service request is made with less than 24 hours' notice, a price increase of \$10.00 per hour will apply.
- All interpreting costs are billed for each interpreter hired/booked.

## Conclusion

For more than a decade, Hands Up Communications has worked to provide access to individuals who communicate in languages other than English. As an all-access language company, we stand with organizations, companies, and businesses to enable them to remain in compliance with federal and state laws that support language access. Hands Up has earned a well-deserved reputation for its industry expertise and creative language solutions. Our goal is to broaden your reach while supporting and honoring inclusion, diversity, equity, and access thus creating a sense of belonging.

If there are any questions or concerns regarding this proposal, please continue to discuss the proposal with your current point of contact. Thank you.

Checking this box signifies your agreement to the above terms and conditions.

Name & Title    Barry Buchholz, President, LMCS Board of Directors

Date of Agreement





**PAYMENT OPTIONS**

Our invoices will be emailed to you the week following service(s). Payment is expected before 30 days or a 10% late fee will be automatically added to your invoice.

**EFT or ACH Payments**

**Bank Name:** \_\_\_\_\_

**Account Holder Name:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_

**Credit Card Payment**

Upon receipt of our invoice you will be given an option to click and pay immediately by credit card. There are no processing fees to our customer who choose this option.

**Cardholder Name:** \_\_\_\_\_

**Credit Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Security Code:** \_\_\_\_\_

**Check Payment**

Payment by check can be made payable to Hands Up Communications and remit to  
Hands Up Communications, Attention: Accounting, 222 Third Avenue SE, Suite 417, Cedar Rapids, Iowa  
52401

**Service Agreement Customer Information**



Business Name:

Linn-Mar Community School District

Business Mailing Address:

3556 Winslow Road

City, State, Zip:

Marion IA 52302

Phone: 319-447-3000

Fax:

Company URL: [www.Linnmar.k12.ia.us](http://www.Linnmar.k12.ia.us)

Billing Point of Contact

Name: Sandy Clabough, Accounts Payable

Email: [sclabough@Linnmar.k12.ia.us](mailto:sclabough@Linnmar.k12.ia.us)

Phone: 319-447-3010

Interpreting Services Decision Maker Point of Contact

Name and Title: Megan Brunscheen, Assoc Director of Student Services

Email: [megan.brunscheen@Linnmar.k12.ia.us](mailto:megan.brunscheen@Linnmar.k12.ia.us)

Phone: 319-447-3359

Interpreter Services Scheduler Point of Contact

Name: Same as above

Email:

Phone:

Type of Business:  Medical  Educational  Legal

Other:

Additional Locations:

## **Service Agreement Customer Information**

Any additional information you would like to share?

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To place your order: select Submit Customer Purchase Order Here

Confidential Price Quote (6592000)

[Submit Customer Purchase Order Here](#)

7/25/2024

Pricing on this Proposal Guaranteed: 12/5/2024

Presented To: Terri Mohler, [terri.mohler@linnmar.k12.ia.us](mailto:terri.mohler@linnmar.k12.ia.us)

Prepared By: Laura Reynolds, (515) 707-9182, [laura.reynolds@cengage.com](mailto:laura.reynolds@cengage.com)

SHIP TO: LINN-MAR CMTY  
SCHOOL DISTRICT  
Terri Mohler  
3333 10TH ST  
MARION, IA 52302  
USA

BILL TO: LINN-MAR CMTY  
SCHOOL DISTRICT  
Terri Mohler  
3333 10TH ST  
MARION, IA 52302  
USA

Cengage Learning  
ATTN: Order Fulfillment  
10650 Toebben Drive  
Independence, KY 41051  
(888)-915-3276  
[https://cengageorg.my.site.com/Service/s/k12login?language=en\\_US](https://cengageorg.my.site.com/Service/s/k12login?language=en_US)

[View Quote in CAD](#)

Quoted Products: K-5 ELT/Reach

Qty	Update Qty	Product	Price	Quoted Price	Total
42		<b>IAC MTS REACH UPDATE LEVEL A 1 YR</b> Frey/Lesaux/Linan-Thompson/Short/Turner 2nd Edition [K12, 2017] 9780357925904 / 0357925904	\$30.00	\$30.00	\$1,260.00
36		<b>IAC MTS REACH UPDATE LEVEL B 1 YR</b> Frey/Lesaux/Linan-Thompson/Short/Turner 2nd Edition [K12, 2017] 9780357925911 / 0357925912	\$25.00	\$25.00	\$900.00
36		<b>IAC MTS REACH UPDATE LEVEL C 1 YR</b> Frey/Lesaux/Linan-Thompson/Short/Turner 2nd Edition [K12, 2017] 9780357925928 / 0357925920	\$25.00	\$25.00	\$900.00
36		<b>IAC MTS REACH UPDATE LEVEL D 1 YR</b> Frey/Lesaux/Linan-Thompson/Short/Turner 2nd Edition [K12, 2017] 9780357925935 / 0357925939	\$25.00	\$25.00	\$900.00
36		<b>IAC MTS REACH UPDATE LEVEL E 1 YR</b> Frey/Lesaux/Linan-Thompson/Short/Turner 2nd Edition [K12, 2017] 9780357925942 / 0357925947	\$25.00	\$25.00	\$900.00
12		<b>IAC MTS REACH UPDATE LEVEL F 1 YR</b> Frey/Lesaux/Linan-Thompson/Short/Turner 2nd Edition [K12, 2017] 9780357925959 / 0357925955	\$25.00	\$25.00	\$300.00
12		<b>IAC MTS REACH LEVEL G 1YR</b> Frey 1st Edition [K12, 2017] 9780357925966 / 0357925963	\$25.00	\$25.00	\$300.00

Sub-Total: \$5,460.00  
Processing Fee: \$54.60

**TOTAL: \$5,514.60**

Barry Buchholz, Board President

Date

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

# Independent Contractor Agreement

*Please provide all information requested and sign page two.*

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Carey Bostian, Independent Contractor ("IC"), for the 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:** Coaching and running sectionals for LMHS Orchestra
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$125 per coaching session

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 June 1st 2025, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **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 August 28th, 2024 and shall continue in effect until June 1st, 2025, unless earlier terminated by either party in accordance with Section 11.
10. **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 31st day of July, 2024.

**Independent Contractor Signature:**

**Linn-Mar CSD Representative Signature:**

Carey Bostian

\_\_\_\_\_

Title: cellist

Title: School Board President

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

Internal Use Only	Account Code: _____
Business Office: <u>8.7.24</u> Date <u>CAA</u> Initial	Board Meeting: _____ Date

# Independent Contractor Agreement



*Please provide all information requested and sign page two.*

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Madison Bradley, Independent Contractor ("IC"), for the 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:** JV Pomms
3. **AMOUNT OF PAYMENT:** \$800

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 8/16/24, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **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 8/27, 2024 and shall continue in effect until 8-6, 2024, unless earlier terminated by either party in accordance with Section 11.
10. **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 9 day of July, 2024.

**Independent Contractor Signature:**  
Madison Bradley  
**Title:** Madison Bradley

**Linn-Mar CSD Representative Signature:**  
 \_\_\_\_\_  
 Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____	
Business Office: <u>CA</u>	Date: <u>7.17.24</u>	Initial: _____
	Board Meeting: _____	Date: _____



# Independent Contractor Agreement



*Please provide all information requested and sign page two.*

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Brenda Cerwick \_\_\_\_\_, Independent Contractor ("IC"), for the 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:** Hazel Point Orchestra Coaching
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$30/hour x 250 hours = \$7500

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 June 5, 2025, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **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 August 23, 2024 and shall continue in effect until June 5, 2025, unless earlier terminated by either party in accordance with Section 11.
10. **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 19<sup>th</sup> day of July, 2024.

**Independent Contractor Signature:**

*Frank C...*

Title: \_\_\_\_\_

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_

Title: School Board President

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

Internal Use Only	Account Code: _____
Business Office: <u>CAA</u>	Date <u>7.22.24</u> Initial _____ Board Meeting: _____ Date _____

# Independent Contractor Agreement



*Please print all information requested and sign page two.*

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Andrew Gentsch, Independent Contractor ("IC"), for the 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:** Coaching and running sectionals for LMHS Orchestra
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$25/hour

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 June 1st 2025, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **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 August 28th, 2024 and shall continue in effect until June 1st, 2025, unless earlier terminated by either party in accordance with Section 11.
10. **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 31<sup>st</sup> day of July, 2024.

**Independent Contractor Signature:**  
  
 Title: Dr. Andrew C. Gentesch

**Linn-Mar CSD Representative Signature:**  
 \_\_\_\_\_  
 Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____	
Business Office: <u>8.7.24</u>	Date: <u>CA</u> Initial	Board Meeting: _____ Date

# Independent Contractor Agreement

*Please provide all information requested and sign page two.*

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with John Hall, Independent Contractor ("IC"), for the 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:** Coaching and running sectionals for LMHS Orchestra
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$2,000.00

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 June 1st 2025, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **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 August 28th, 2024 and shall continue in effect until June 1st, 2025, unless earlier terminated by either party in accordance with Section 11.
10. **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 18 day of July, 2024.

**Independent Contractor Signature:**

**Linn-Mar CSD Representative Signature:**

John Hall

Title: Bass Instructor

Title: School Board President

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

Internal Use Only	Account Code: _____
Business Office: <u>8.7.24</u> Date <u>CA</u> Initial	Board Meeting: _____ Date

# Independent Contractor Agreement



*Please provide all information requested and sign page two.*

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Tyler Hendrickson, Independent Contractor ("IC"), for the 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:** Coaching and running sectionals for LMHS Orchestra
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$60 per hour

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 June 1st 2025, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **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 August 28th, 20<sup>24</sup> and shall continue in effect until June 1st, 20<sup>25</sup>, unless earlier terminated by either party in accordance with Section 11.
10. **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 31st day of July, 20<sup>24</sup>.

**Independent Contractor Signature:**

**Linn-Mar CSD Representative Signature:**

  
 Title: Owner, Hendrickson Music LLC

\_\_\_\_\_  
 Title: School Board President

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

Internal Use Only	Account Code: _____
Business Office: <u>8.7.24</u> Date <u>CAA</u> Initial	Board Meeting: _____ Date





# Independent Contractor Agreement

*Please provide all information requested and sign page two.*

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Miera Kim, Independent Contractor ("IC"), for the 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:** Coaching and running sectionals for LMHS Orchestra
2. **GROUP/DEPARTMENT WORKING WITH:** LMHS Orchestra
3. **AMOUNT OF PAYMENT:** \$125 per coaching session

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 June 1st 2025, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **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 August 28th, 2024 and shall continue in effect until June 1st, 2025, unless earlier terminated by either party in accordance with Section 11.
10. **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 31st day of July, 2024.

**Independent Contractor Signature:**

**Linn-Mar CSD Representative Signature:**

*Miera Kim*

Title: violinist

Title: School Board President

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

Internal Use Only

Account Code: \_\_\_\_\_

Business Office: 8.7.24 Date CAA Initial

Board Meeting: \_\_\_\_\_ Date



# Independent Contractor Agreement

Please provide all information requested and sign page two.

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with John Schultz, Independent Contractor ("IC"), for the 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:** Orchestra Coaching
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$50 per hour

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 October 2024 and June 2025, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.

4. **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 August 26th, 20<sup>24</sup> and shall continue in effect until June, 20<sup>25</sup>, unless earlier terminated by either party in accordance with Section 11.
10. **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 30 day of July, 20 24.

**Independent Contractor Signature:**

Jon Sully  
 Title: President

**Linn-Mar CSD Representative Signature:**

\_\_\_\_\_  
 Title: School Board President

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

<i>Internal Use Only</i>	Account Code: _____
Business Office: <u>8.7.24</u> Date <u>CSA</u> Initial	Board Meeting: _____ Date



# Independent Contractor Agreement

Please provide all information requested and sign page two.

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Dr. Larry Widman, Independent Contractor ("IC"), for the 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:** High Performance Max Out Mindset Training + Guidance
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Volleyball Players + Coaches
3. **AMOUNT OF PAYMENT:** \$5000

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 November 10, 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10<sup>th</sup> Street, Marion, IA 52302.*

4. **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 August 14, 20 24 and shall continue in effect until July 31, 20 2025, unless earlier terminated by either party in accordance with Section 11.
10. **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 26 day of July, 20 24.

**Independent Contractor Signature:**

J. VICKMAN

Title: Ceo - Max Out Mindset LLC

**Linn-Mar CSD Representative Signature:**

Title: School Board President

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

Internal Use Only	Account Code: _____
Business Office: <u>7.31.24</u> Date <u>CV</u> Initial	Board Meeting: _____ Date

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 grant 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.



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 (except for your signature) and provide all the information requested.

**Licensee: (Commercial)**

Full Name of Entity: Pel Industries, Inc.

Purpose of Use of Licensed Materials: Resale

Contact's Title/Position: Sales Manager

Contact's Name (print): Laura Mills

Contact's Signature: Laura Mills Date Signed: \_\_\_\_\_

Contact Information: Phone: 1-800-643-3055 X104

Email: lmills@pelindustries.com

Full Address: 2001 Town West Drive  
Rogers, AR 72756

**Licensor:**

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

Board President's Name (printed): Barry Buchholz

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit A

a)



b)



c)



d)



e)



f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

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.

## POWERSCHOOL SOFTWARE AND SUPPORT AGREEMENT

This Agreement is entered into by and between Grant Wood Area Education Agency, (GWAEA) and the Licensee, ( Linn-Mar CSD) as defined below in the signature block.

### 1. Definitions

- 1.1. “District” means a school district.
- 1.2. “Licensee” means a District whose funds are used to pay the License Fee.
- 1.3. “License Fee” means the amount of money listed in Exhibit A and received by GWAEA for the License granted below.
- 1.4. “License Period” means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- 1.5. “PowerSchool Software” means the PowerSchool SIS software from Powerschool Group LLC as more fully described in Exhibit A.
- 1.6. “Use” means accessing and interacting with the PowerSchool Software.
- 1.7. “User” means an employee or contractor of the Licensee who uses the PowerSchool Software. See Exhibit A for the number of licensed Users.
- 1.8. “User Data” means information that is input by the Users, Licensee, or by GWAEA at the request of Licensee, while initializing, accessing, or using the PowerSchool Software.

### 2. Grant of License.

- 2.1. GWAEA grants the Licensee a non-exclusive, limited right to use and access one instance of PowerSchool. Licensee acknowledges that GWAEA software is developed, maintained and hosted by PowerSchool, LLC. GWAEA is a reseller of the software and support provider.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by GWAEA.

### 3. Restrictions.

- 3.1. Licensee agrees, except as expressly permitted in the License, the PowerSchool Software may not be accessed, used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Licensee may not remove any proprietary notices, marks, or labels from the PowerSchool Software.

- 3.2. To the extent that Licensee has access to the source code of PowerSchool Software, Licensee acknowledges that the source code remains a confidential trade secret. Licensee agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.
- 3.3. Licensee agrees not to reverse-engineer, decompile or disassemble the PowerSchool Software, or make any attempt to discover the source code to the PowerSchool Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 3.4. Licensee agrees to not attempt to break or evade any access controls, copy-control protections, or encryption utilized in the PowerSchool Software.
- 3.5. Licensee agrees not to assist others in doing what the Licensee is prohibited from doing.
- 3.6. Licensee agrees that any sublicenses that it grants under the License shall have the same restrictions on the conduct of the sublicensee as are in place on the Licensee. Licensee agrees that GWAEA may terminate this Agreement without warning if Licensee breaches this clause. Licensee indemnifies GWAEA for any damages that GWAEA may suffer to due Licensee's breach of this clause.

#### **4. Obligations of GWAEA.**

- 4.1. GWAEA shall provide Licensee with access to an instance of the PowerSchool Software that is dedicated to the exclusive use of the Licensee.
- 4.2. GWAEA shall provide Licensee with access to versions of the PowerSchool Software that are stable in the PowerSchool Hosting environment, but GWAEA shall not be required to provide access to the most recent version of the PowerSchool Software made available by PowerSchool Group LLC.
- 4.3. GWAEA will thoroughly investigate all problems reported by Licensee. GWAEA will make commercially reasonable efforts to correct the problem and GWAEA will provide: 1) a solution; 2) confirmation that the PowerSchool Software works per design specifications; or 3) confirmation that responsibility for a solution has been passed to Powerschool Group LLC. GWAEA will communicate regularly with the Licensee regarding the status of all problems and any solutions.
- 4.4. GWAEA shall provide support during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays and days the agency is closed or the support team notifies that support will not be available. GWAEA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. GWAEA shall not be required to provide in-person support.
- 4.5. GWAEA shall not provide support regarding computer or networking hardware

#### **SIXTH STREET FACILITY**

4401 Sixth Street SW  
Cedar Rapids, IA 52404  
800-332-8488 • Fax: 319-399-6457

#### **33RD AVENUE FACILITY**

1120 33rd Avenue SW  
Cedar Rapids, IA 52404  
800-332-8488 • Fax: 319-399-6474

#### **CORALVILLE FACILITY**

2301 Oakdale Boulevard  
Coralville, IA 52241  
800-854-0446 • Fax: 319-626-1101

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installation, support, or maintenance.

- 4.6. GWAEA shall not be required to provide support regarding software other than the PowerSchool Software. If Licensee so requests, GWAEA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the then-current GWAEA pricing schedule.
- 4.7. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the PowerSchool Software unavailable; a portion of the PowerSchool Software is unavailable; operational questions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for custom applications. Support requests should be submitted through the Grant Wood AEA helpdesk system.
- 4.8. GWAEA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that GWAEA shall notify the District of such order before releasing any User Data.
- 4.9. GWAEA shall not be responsible for performing back-ups of the PowerSchool Software or User Data, although daily back-ups of the PowerSchool Software and User Data are provided by the PowerSchool Hosting environment.
- 4.10. After the end of the License Period, Licensee may request that GWAEA assist Licensee in obtaining a copy of User Data from PowerSchool Hosting environment as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within thirty (30) days of the date of termination of this Agreement. District acknowledges that GWAEA does not have the ability to extract User Data from the PowerSchool Hosting environment.
- 4.11. GWAEA agrees to provide other services as listed in Exhibit A.

## **5. Obligations of Licensee.**

- 5.1. Licensee agrees to pay GWAEA in the amounts and on the schedule listed in Exhibit A.
- 5.2. Licensee shall designate appropriate contacts with whom GWAEA is to work. Licensee should provide these contacts when requested or when changes are made. The maximum number of contacts per district is five. Other Licensee personnel contacting GWAEA support will be referred to the appropriate contact listed by the Licensee. Contacts should have sufficient technical skill and knowledge of Licensee's computers and the PowerSchool Software to be able to assist GWAEA in resolving any problems.
- 5.3. When reporting a technical issue, Licensee shall provide as accurate and complete description as possible including: 1) details of what menu item or module was being accessed, 2) what Licensee was attempting to do, 3) the exact error message text as well as any other pertinent details. Licensee shall assist in technical issue resolution

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by providing copies of reports and/or files deemed necessary by GWAEA, via email or uploading files to GWAEA. All materials provided by Licensee during resolution of technical issues shall be considered confidential by GWAEA.

- 5.4. Licensee agrees that it alone is responsible for: 1) use of User Data; and 2) the confidentiality of and use of all usernames, passwords, and accounts, by the Licensee, its Users, employees, agents, and third parties, whether authorized or unauthorized. Licensee agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by GWAEA or by any other person as a result of the use or misuse of User Data, usernames, passwords, and accounts that are outside the control of GWAEA. GWAEA recommends the use of multi-factor-authentication.
- 5.5. Licensee agrees to immediately notify GWAEA when it becomes aware of any loss or theft or unauthorized use of any of its usernames, passwords, and/or accounts.
- 5.6. Licensee agrees to abide by acceptable computer and network usage policies published by GWAEA from time to time. Licensee agrees to require its Users to agree to abide by acceptable computer and network usage policies published by GWAEA from time to time. Failure of Licensee to abide by such policies, or to require its Users to abide by such policies, may result in immediate termination of this Agreement or immediate termination of Users access to the PowerSchool Software.
- 5.7. Licensee agrees that it is solely responsible for ensuring the accuracy of User Data. Licensee acknowledges that the PowerSchool Software may provide incorrect information to Licensee; however, Licensee has numerous opportunities to detect the occurrence of such errors and control their effect. Licensee shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, Licensee shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.
- 5.8. Licensee agrees that it is responsible for all obligations and liabilities arising out of use and ownership of User Data. This means, without limitation, that Licensee shall be responsible for all third-party requests for User Data, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for User Data, GWAEA will, as soon as practicable, provide the request to Licensee. Licensee shall thereafter be responsible for appropriately responding to the request. Licensee shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to GWAEA, but shall instead direct that requests be made to Licensee. GWAEA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.
- 5.9. Prior to purchase of a third party add-on or tool for the PowerSchool Software, Licensee is responsible for notifying GWAEA of its intent to utilize such an add-on or tool so that GWAEA can determine whether the add-on is compatible with the Licensee's instance of PowerSchool. GWAEA is not responsible for making any add-on or tool function with PowerSchool. GWAEA may assist and additional fees may apply.

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5.10 Licensee agrees and acknowledges that the SIS hosting is provided by PowerSchool Group LLC and not Grant Wood AEA. Grant Wood AEA assumes no responsibility or liability for hosting issues.

## **6. Ownership.**

6.1. Title, ownership rights and intellectual property rights in and to the PowerSchool Software shall remain with Powerschool Group LLC and are protected by US and international laws and treaties. Access and use of the PowerSchool Software is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the PowerSchool Software or any software or hardware owned or controlled by GWAEA or the PowerSchool Hosting environment.

6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licensor.

## **7. Termination.**

7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:

7.1.1. Failure of Licensee to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or

7.1.2. Failure Licensee or GWAEA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or GWAEA Within thirty (30) days after prior written notice by the other party.

7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

## **8. Miscellaneous.**

8.1. No Warranties. GWAEA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GWAEA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

8.2. No Liability for Damages. EXCEPT FOR THE EXPRESS REMEDIES AND INDEMNITIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL

### **SIXTH STREET FACILITY**

4401 Sixth Street SW  
Cedar Rapids, IA 52404  
800-332-8488 • Fax: 319-399-6457

### **33RD AVENUE FACILITY**

1120 33rd Avenue SW  
Cedar Rapids, IA 52404  
800-332-8488 • Fax: 319-399-6474

### **CORALVILLE FACILITY**

2301 Oakdale Boulevard  
Coralville, IA 52241  
800-854-0446 • Fax: 319-626-1101

To ensure success for all learners.  
[www.gwaea.org](http://www.gwaea.org)

GWAEA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE POWERSCHOOL SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF GWAEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LICENSEE ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this Agreement, GWAEA's entire liability under any provision of this Agreement shall be limited to the greater of the amount actually paid by Licensee to license the PowerSchool Software and Five United States Dollars (US\$5.00). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

- 8.3. No Indemnity. GWAEA shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the PowerSchool Software by: 1) GWAEA's provision of access to the PowerSchool Software; or 2) Licensee's access or use of the PowerSchool Software.
- 8.4. Entire Agreement. This Agreement, and any exhibits, constitutes the entire agreement between GWAEA and Licensee with regard to the PowerSchool Software and supersedes any and all prior agreements on this topic. This Agreement shall not be modified except by a written agreement between authorized representatives of GWAEA and Licensee.
- 8.5. Severability. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction.
- 8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

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We the undersigned agree to the terms and conditions set forth in this Agreement and Exhibits.

GRANT WOOD AREA

LICENSEE

EDUCATION AGENCY

Linn-Mar CSD

By:



By:

Name: Randy Bauer

Name: Barry Buchholz

Position: GWAEA Board President

Position: LMCSO Board President

Date: 4/8/2023

Date:

#### EXHIBIT A

PowerSchool Software means:

The PowerSchool SIS software provided by Powerschool Group LLC, including all of the base functionality plus State Reporting.

K-12 Student Enrollment: 7,448.5

Per Pupil Cost: \$9.05

Base Charge: \$2,000.00

PowerSchool SIS Charge (Base Charge + Per Pupil Charge): \$68,087.63

Whole Grade Sharing Charge: \$0.00

Enrollment Express Charge: \$0.00

ECollect Forms Charge: \$0.00

PowerSchool Registration Charge: \$0.00

Registration Translation Charge: \$0.00

Schoology Charge: \$0.00

Naviance Charge: \$0.00

**Total Cost: \$68,087.63**

License Period: July 1, 2024 - June 30, 2025

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Term of this Agreement: July 1, 2024 - June 30, 2025

Billing Schedule

Payment will be made no later than thirty days after the invoice. Invoicing will be in August 2024.

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Linn-Mar Community School District and

**Workplace Learning Connection (WLC) agrees to:**

- **PROVIDE** high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District's K-12 students
- **PROVIDE** middle/junior high and senior high school student services based on school population for establishing equity of support among the districts; elementary school programs will be charged at a per service rate
- **PROVIDE** a report of services rendered annually to the administration
- **COLLABORATE** with the District/School as it develops a District Career and Academic Plan
- **COLLABORATE** with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators
- **ASSIST** the District in fulfilling its non-delegable duty to provide an educational environment free of unlawful discrimination

---

Chair, Kirkwood Board of Trustees signature

Date

---

**I, representing the District in regard to Career Development Planning, agree to:**

- **IDENTIFY** WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- **ALLOW** access to the school community via website and school publications for WLC/District activities
- **PROVIDE** awareness of the elective, academic internship and/or practicum through the school's Program of Studies and award appropriate school credit for participation
- **ASSIST** WLC in its role to help ensure an educational environment free of discrimination, including in the provision of necessary information to facilitate that role or communication with third-party providers

**At the Building level, with the Principal and Administrative Team:**

- **ENSURE** access to and equity of student and staff participation in Career Exploration experiences
- **PROVIDE** and appropriate contact(s) for WLC within the district or school building(s); preferable in Guidance
- **PROMOTE** flexibility in school scheduling to accommodate Career Development activities

**At the school contact level, in partnership with WLC School Liaison:**

- **PROVIDE** student preparation & follow-up for Career Development activities
- **ADHERE** to the activity request and scheduling dates/deadlines and to participation compliance policies

**Entire District, in partnership with WLC:**

- **USE, DISSEMINATE OR DISTRIBUTE** WLC materials with acknowledgement to all users that they are Kirkwood’s creation and credit is due to Kirkwood therefore. Furthermore, you agree not to modify or remove any information from the materials, including information regarding ownership of the materials. Kirkwood hereby reserves the right to revoke the uses allowed hereunder at its sole discretion.
- **Ensure Students** participating in WLC programs are covered under district liability insurance per district policy regarding covered students

---

To sustain the intermediary functions of Workplace Learning Connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula. An annual increase each subsequent year will be based on the allowable growth increase approved by the Iowa Legislature.

Budget line item for *Career Development Activities* based on the 2023-2024 Enrollment reported to Iowa Department of Education:

Middle/Junior (6-8)	@ \$4.63 / student	X	1705 students	=	\$7,894.15
High School	@ \$6.69 / student	X	2223 students	=	\$14,871.87
	<b>Total for 2024-25</b>				<b>\$22,766.02</b>

(Invoiced 07/2024)

Our endorsement will enable Workplace Learning Connection to fulfill the goals of regional communication and coordination of work-based learning experiences and support school districts, employers, and communities in local collaborative efforts.

---

**President, Board of Education** signature

Date

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection. Workplace Learning Connection programs provide equal opportunity to all persons regardless of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability.

SHARED PERSONNEL AGREEMENT BETWEEN  
KIRKWOOD COMMUNITY COLLEGE AND LINN MAR COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 12th day of August 2024, by and between the Linn Mar Community School District (LMCSD) and Kirkwood Community College (KCC):

WHEREAS, LMCSD and KCC seek a cooperative arrangement to share the services of a College and Career Transition Counselor; and

WHEREAS, LMCSD is a public-school district organized and existing under laws of the State of Iowa; and

WHEREAS, KCC is a community college system organized and existing under laws of the State of Iowa; and

WHEREAS, this Agreement is subject to the provisions of Iowa Code Chapter 28E and/or Iowa Code section 280.15, as applicable.

NOW, THEREFORE, LMCSD’s Board of Directors and KCC’s Board of Trustees agree as follows:

1. KCC will carry the employment contract for the college and career transition counselor and shall be deemed the employer for purposes of rights and obligations under Iowa law and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by LMCSD pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of KCC. The responsibility for the evaluation of the counselor’s performance shall remain with KCC, pursuant to its established procedures. KCC’s personnel policies and practices shall apply to and govern the counselor’s conduct and performance. The counselor will participate in LMCSD’s and KCC’s professional development, as needed.
2. The counselor’s services will be shared by KCC with LMCSD. The details of the counselor’s assignment between LMCSD and KCC will be determined jointly by the superintendent of LMCSD and the President at KCC. Duties and responsibilities in the school district will be determined and assigned by the superintendent and KCC. It is the intent of LMCSD and KCC that the counselor will provide services to LMCSD for approximately eighty percent (80%) of contracted time and KCC for approximately twenty percent (20%).
3. KCC will offer courses for high school students to help them become college-ready. It will be on-site or online and will be scheduled at a convenient time for students to attend. Students will be encouraged to enroll in these courses. The course will be taught by the college and career transition counselor. The schools agree to pay the college in the amount of 35% of tuition per student. Thirty-five (35%) of this total shall be billed to LMCSD. LMCSD will provide payment to KCC of the amounts billed within thirty (30) days of receipt of a bill from KCC.
4. The counselor’s annual cost (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and the total annual cost billed to LMCSD shall be as follows:

	KCC/LM Split
Year 1	35%/65%
Year 2	35%/65%
Year 3	35%/65%

LMCSD will provide payment to KCC of the amounts billed within thirty (30) days of receipt of a bill from KCC.

5. LMCSD and KCC each agree to indemnify and hold harmless the other from and against and all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
6. Kirkwood Community College will provide the Workers Compensation Insurance coverage for the CCTC.
7. LMCSD and KCC agrees to provide proof of liability insurance in connection with this understanding in which each has enrolled (General Liability - \$1,000,000 and Umbrella Liability). LMCSD agrees to have KCC named as an additional insured pursuant to the aforesaid liability policies.
8. At anytime the counselor's employment is terminated, LMCSD shall not be obligated to pay any more than the costs set out above, for actual services performed by the counselor.
9. The term of this Agreement shall be for the 2024-2025, 2025-2026 and 2026-2027 school year. This Agreement may be renewed pursuant to the mutual agreement of LMCSD and KCC. If the parties mutually agree to continue this Agreement for additional school years, a new agreement will be developed for the 2027-2028 school year consistent with the intent and agreement of the parties.
10. This agreement contains the entire understanding between LMCSD and KCC and cannot be amended except in writing signed by LMCSD and KCC.
11. Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by LMCSD's and KCC's respective officers on the dates as hereinafter stated.

\_\_\_\_\_  
President, Board of Trustees  
Kirkwood Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Directors  
Linn Mar Community School District

\_\_\_\_\_  
Date



## 2024-2025 ANNUAL DISTRICT ENROLLMENT FORM

SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE  
CONCURRENT ENROLLMENT PARTNERSHIP – LINN COUNTY

### DISTRICT: LINN-MAR

#### LINN COUNTY REGIONAL CENTER PROGRAM

Through the Regional Center Program, students from participating high schools can access education opportunities and earn high school and college credit through individual courses and Career Academy programs.

#### Courses Offered in the 2024-2025 School Year\*

ADVANCED MANUFACTURING & WELDING - CTE	Course Number	Credit Hrs	Fees
CNC Mill Operator	MFG-173	2	\$107.50
CNC Lathe Operator	MFG-174	2	\$107.50
Intro to Fabrication	WEL-208	2	\$95.00
Intro to Safety & Health of Welders	WEL-228	1	\$32.00
Print Reading and Welding Symbol Interpretation	WEL-233	3	\$50.00
Gas Metal Arc Welding Spray Transfer	WEL-245	2	\$320.00
Gas Metal Arc Welding Short Circuit Transfer	WEL-244	2	\$95.00
Gas Tungsten Arc Welding (GTAW) for Carbon Steel	WEL-251	2	\$320.00
Architecture, Construction & Engineering (ACE) - CTE	Course Number	Credit Hrs	Fees
Construction Safety	CON-108	1	\$32.00
Work-Base Learning: Industrial Tech	WBL-148	2	\$90.00
Architectural Plans & Specs	CON-101	3	\$32.00
Structures and MEP	CON-313	3	\$55.00
Construction Lab	CON-190	3	\$90.00
Automotive Technology - CTE	Course Number	Credit Hrs	Fees
Technical Lab I	AUT-888	4	\$37.00
Industrial Math	MAT-715	3	\$0.00
Automotive Brake Systems	AUT-502	2	\$25.00
Automotive Suspension and Steering	AUT-402	2	\$25.00
Automotive Heating & Air Conditioning	AUT-702	2	\$44.00
Technical Lab II	AUT-889	4	\$119.00
<del>Business</del>	Course Number	Credit Hrs	Fees
<del>Intro to Entrepreneurship</del>	<del>MGT-300</del>	<del>3</del>	<del>\$0.00</del>

<del>Principles of Marketing</del>	<del>MKT-110</del>	<del>3</del>	<del>\$0.00</del>
Human Relations in Management	MGT-145	3	\$0.00
Principles of Macroeconomics	ECN-120	3	\$0.00
<b>Criminal Justice and Human Services</b>	<b>Course Number</b>	<b>Credit Hrs</b>	<b>Fees</b>
Intro to Criminal Justice	CRJ-100	3	\$0.00
Intro to Human Services	HSV-109	3	\$0.00
Health and Psychosocial	HSV-282	3	\$0.00
Police and Society	CRJ-111	3	\$0.00
<del>Digital Arts, Social Media, and Visual Design</del>	<b>Course Number</b>	<b>Credit Hrs</b>	<b>Fees</b>
<del>Digital Photography</del>	<del>ART-186</del>	<del>3</del>	<del>\$65.00</del>
<del>Principles of Marketing</del>	<del>MKT-110</del>	<del>3</del>	<del>\$0.00</del>
Apparel Visual Merchandising	APP-120	3	\$0.00
Social Media in Business	MKT-130	3	\$0.00
<b>Dental</b>	<b>Course Number</b>	<b>Credit Hrs</b>	<b>Fees</b>
Dental Terminology	DEN-110	3	\$0.00
Explorations of Healthcare Careers	HSC-205	3	\$81.00
Health Skills I	HSC-210	1	\$0.00
Dental Anatomy	DEN-120	3	\$0.00
Head and Neck Anatomy	DEN-130	1.5	\$0.00
Professionals in Health	HSC-107	2	\$0.00
<b>Education</b>	<b>Course Number</b>	<b>Credit Hrs</b>	<b>Fees</b>
Exploring Teaching	EDU-110	3	\$0.00
Intro to Early Childhood Education	ECE-103	3	\$0.00
Topics in Education	EDU-200	1	\$0.00
Behavior Management	EDU-119	3	\$0.00
Child Health, Safety & Nutrition	ECE-133	3	\$75.00
<b>EMT</b>	<b>Course Number</b>	<b>Credit Hrs</b>	<b>Fees</b>
Explorations of Healthcare Careers	HSC-205	3	\$81.00
Basic Medical Terminology	HSC-117	2.5	\$0.00
EMT I	EMS-255	4	\$362.00
EMT II	EMS-350	3.5	\$0.00
EMT II Clinical	EMS-365	1	\$0.00
<b>Patient Care Exploration - CTE</b>	<b>Course Number</b>	<b>Credit Hrs</b>	<b>Fees</b>
Nurse Aide	HSC-168	3.5	\$157.00
Explorations of Healthcare Careers	HSC-205	3	\$81.00
<b>Nurse Aide Apprenticeship - CTE</b>	<b>Course Number</b>	<b>Credit Hrs</b>	<b>Fees</b>
Geriatric Specialist (Nurse Aide Apprenticeship only)	HSC-224	3	\$0.00

<del>Pre-Med, Nursing and Professional Health Careers</del>	Course Number	Credit Hrs	Fees
<del>Introduction to Psychology</del>	<del>PSY-111</del>	<del>3</del>	<del>\$0.00</del>
Human Anatomy & Physiology I	BIO-168	4	\$18.00
Human Anatomy & Physiology II	BIO-173	4	\$18.00
Development Psychology	PSY-121	3	\$0.00
Pre-Med, Nursing with Nurse Aide Certification	Course Number	Credit Hrs	Fees
Cultural Anthropology or Sociology	ANT-105/SOC-110	3	\$0.00
Human Anatomy & Physiology I	BIO-168	4	\$18.00
Human Anatomy & Physiology II	BIO-173	4	\$18.00
Nurse Aide	HSC-168	3.5	\$157.00
Liberal Arts Pick and Choose	Course Number	Credit Hrs	Fees
Cultural Anthropology	ANT-105	3	\$0.00
Apparel Visual Merchandising	APP-120	3	\$0.00
<del>Digital Photography</del>	<del>ART-186</del>	<del>3</del>	<del>\$65.00</del>
Introduction to Business	BUS-102	3	\$0.00
Principles of Macroeconomics	ECN-120	3	\$0.00
Composition I	ENG-105	3	\$0.00
Composition II	ENG-106	3	\$0.00
Human Relations	MGT-145	3	\$0.00
<del>Principles of Marketing</del>	<del>MKT-110</del>	<del>3</del>	<del>\$0.00</del>
Social Media in Business	MKT-130	3	\$0.00
Principles of Sports Management	PEH-255	3	\$0.00
<del>Introduction to Psychology</del>	<del>PSY-111</del>	<del>3</del>	<del>\$0.00</del>
Developmental Psychology	PSY-121	3	\$0.00
Survey of World Religions	REL-101	3	\$0.00
Introduction to Sociology	SOC-110	3	\$0.00
Fundamentals of Oral Communication	SPC-101	3	\$0.00

\*District will pay Kirkwood 100% of Kirkwood's current tuition rate per student (\$217/credit hour) for career and technical education (CTE) courses in addition to associated fees. District will pay Kirkwood 80% of the Kirkwood's current tuition rate per student (\$217/credit hour) for Arts and Sciences courses, with the stipulation that each course enrolls a minimum of 15 students. Arts and Sciences courses enrolling less than 15 students will be charged 100% of Kirkwood current tuition rate per student. Kirkwood will provide the textbooks and course materials for all regional center courses.

**REQUIRED SELECTION AND SIGNATURES:**

- District elects to enroll in the Kirkwood Community College Linn County Regional Center Program for concurrent enrollment.
- District elects to enroll in the Kirkwood Community College Linn County Regional Center Program for concurrent enrollment except those indicated.
- District declines to enroll in the Kirkwood Community College Linn County Regional Center Program for concurrent enrollment.

<b>Please note any course changes below</b>	
<b>Courses to be added to contract:</b>	<b>Courses to be removed from contract:</b>
ECE103 Intro to Early Childhood Education ECE133 Child Health, Safety, and Nutrition PEH255 Principles of Sports Management	ART186 Digital Photography MGT300 Intro to Entrepreneurship MKT110 Principles of Marketing PSY111 Introduction to Psychology

**DISTRICT SCHOOL BOARD SIGNATURE REQUIRED:**

Name: \_\_\_\_\_ Title: LMCSD Board President

Date: \_\_\_\_\_

**KIRKWOOD COMMUNITY COLLEGE BOARD SIGNATURE REQUIRED:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Linn-Mar Community School District

### ONSITE & ALTERNATIVE CONCURRENT ENROLLMENT PROGRAM

#### ONSITE COURSE OFFERINGS

Onsite course offerings are concurrent enrollment offerings at the high school, most often taught by a high school paid instructor. Onsite sections are created and dedicated to high school students. In rare cases, courses are offered at a Kirkwood-provided location outside of the high school, but for enrollment and billing purposes are treated as onsite sections.

**NOTE: If the district no longer wishes to offer the course below in an onsite format, the district may strike course(s). Districts can still contract the course, even if not offering onsite. Courses contracted are not limited by format.**

Course Title	Course Number	College Credits
<del>Computer Science Principles (CSP PLTW)</del>	<del>CIS-450</del>	<del>3</del>
Exploring Teaching	EDU-110	3
Behavior Management	EDU-119	3
Childhood Growth and Development	ECE-170	3
Intro to Engineering Design (IED PLTW)	EGT-400	3
Principles of Engineering (POE PLTW)	EGT-410	3
Digital Electronics	EGT-420	3
Computer Integrated Manufacturing (CIM PLTW)	EGT-450	3
Civil Engineering & Architecture (CEA PLTW)	EGT-460	3
Composition I	ENG-105	3
Composition II	ENG-106	3
Intermediate Spanish I	FLS-241	3
Intermediate Spanish II	FLS-242	3
Math and Society	MAT-115	3
How College Works	SDV-105	3
Work-Based Learning: Internship	WBL-200	1

#### ALTERNATIVE CONCURRENT ENROLLMENT COURSES

Alternative Concurrent enrollment courses are when students join an existing traditionally offered college class. In Alternative Concurrent Enrollment, concurrent enrollment students will be taking the course with a Kirkwood paid instructor. These courses are not dedicated to high school students, but are college courses high school students are eligible to join alongside other traditional and non-traditional student populations; many of these courses are offered online or at a Kirkwood location.

**NOTE: If district elects to enroll in all offerings, the district does not need to provide a list below.**

**Below is a rate chart for alternative concurrent and onsite courses:**

<u>High School or Kirkwood Paid Instructor</u>	<u>Format</u>	<u>Who Provides the Book</u>	<u>Rate*</u>
High School	Onsite	High School	20% of tuition
Kirkwood	Onsite & Alternative Concurrent (Online/Kirkwood Location)	Kirkwood	80% of tuition
<b>Tuition is \$217 per credit hour</b>			
<b>All contracted courses receive supplemental weighted funding</b>			

\*The district will pay Kirkwood 100% of Kirkwood’s current tuition rate per student (\$217/credit hour) for certain alternative concurrent enrollment career and technical education (CTE) courses in addition to associated fees.

**REQUIRED SELECTION AND SIGNATURES:**

- District elects to enroll in the Kirkwood Community College Concurrent Enrollment Program including all offerings as concurrent enrollment. If selected, the district does not have to indicate specific courses.  
*Note: This selection means that the district is contracting for all Kirkwood Community College classes with the exception of courses that are coded as developmental. Based on this, district is contracting all courses and cannot deny an enrollment.*
- District elects to enroll in the Kirkwood Community College Concurrent Enrollment Program in only the courses indicated.
- District declines to enroll in the Kirkwood Community College Concurrent Enrollment Program.

<b>Please note any course changes below</b>	
<b>Courses to be added to contract:</b>	<b>Courses to be removed from contract:</b>
<p>WBL146 Workplace PBL - Information Solutions</p>	<p>CIS450 Computer Science Principles (CSP PLTW)</p>

**DISTRICT SCHOOL BOARD SIGNATURE REQUIRED:**

Name: \_\_\_\_\_ Title: LMCSD Board President

Date: \_\_\_\_\_

**KIRKWOOD COMMUNITY COLLEGE BOARD SIGNATURE REQUIRED:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

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## **28E AGREEMENT**

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### Kirkwood Community College K-12 Partnership Agreement - Linn County

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Part I, Part II and Part III

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Part I = General Terms of  
Master 28E Agreement

Part II = Concurrent  
Enrollment Program

Part III = Workplace  
Learning Connection  
Program



**DRAFT 28E MASTER AGREEMENT**

**For The**

**K-12 Partnership Program - Linn County**

**Between**

**Kirkwood Community College**

**&**

**Workplace Learning Connection**

**&**

**Alburnett Community School District, Cedar Rapids Community School District, Cedar Valley Christian School, Center Point-Urbana Community School District, College Community School District, Isaac Newton Christian Academy, Linn-Mar Community School District, Marion Independent Community School District, Mount Vernon Community School District, North Linn Community School District, Xavier High School (Xavier Catholic Schools)**

WHEREAS Alburnett Community School District, Cedar Rapids Community School District, Cedar Valley Christian, Center Point-Urbana Community School District, College Community School District, Isaac Newton Christian Academy, Linn-Mar Community School District, Marion Independent Community School District, Mount Vernon Community School District, North Linn Community School District, Xavier High School, Xavier Catholic Schools, and such other school districts as choose to participate in the K-12 Partnership Program - Linn County by execution of a 28E Master Agreement with Kirkwood Community College and Workplace Learning Connection (hereinafter referred to as the "Districts"), wish to provide for their students, high school and college credit instruction through Concurrent Enrollment;

WHEREAS, KIRKWOOD COMMUNITY COLLEGE, (hereinafter referred to as "Kirkwood") has the expertise to provide leadership, guidance and coordination in the design and delivery of concurrent enrollment coursework in partnership with Districts through its College Credit in High School program;

WHEREAS, WORKPLACE LEARNING CONNECTION, a department of Kirkwood, has the expertise to partner with schools, businesses and communities to promote and to coordinate work-based learning experiences between District students and regional employer partners; and

WHEREAS, pursuant to Chapter 28E of the *Code of Iowa*, as amended, the parties for mutual consideration and benefits agree to provide joint services on the terms and conditions hereinafter set forth.

**PART I: GENERAL TERMS OF MASTER 28E AGREEMENT**

**1. PARTIES.** The parties to this Agreement are as follows:

Kirkwood Community College is a public-school corporation duly incorporated, organized and existing under and by virtue of the constitution under the provisions of *Iowa Code* chapter 260C. It is

located in the Counties of Benton, Black Hawk, Buchanan, Cedar, Clinton, Delaware, Dubuque, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Louisa, Poweshiek, Tama and Washington, State of Iowa, with its principal office currently located at 219 Kirkwood Hall, 6301 Kirkwood Blvd. SW, Cedar Rapids, Iowa 52406.

The Workplace Learning Connection is self-sustaining, not-for-profit department within Kirkwood Community College. Workplace Learning Connection is located in the County of Linn, State of Iowa, with its principal office currently located at 1770 Boyson Rd, Hiawatha, Iowa 52233.

The Alburnett Community School District is an Iowa school district organized and existing under the provisions of *Iowa Code* chapter 256.11. It is located in the County of Linn, State of Iowa, with its principal office currently located at 131 Roosevelt Street, Alburnett, IA 52202.

The Cedar Rapids Community School District is an Iowa school district organized and existing under the provisions of *Iowa Code* chapter 274. It is located in the County of Linn, State of Iowa, with its principal office currently located at 2500 Edgewood Road NW, Cedar Rapids, IA 52405.

The Cedar Valley Christian School is an accredited nonpublic school organized and existing under the provisions of *Iowa Code* chapter 256.11. It is located in the County of Linn, State of Iowa, with its principal office currently located at 3636 Cottage Grove Avenue SW, Cedar Rapids, IA 52403.

The Center Point-Urbana Community School District is an Iowa school district organized and existing under the provisions of *Iowa Code* chapter 274. It is located in the County of Linn, State of Iowa, with its principal office currently located at 145 Iowa Street, Urbana, IA 52345.

The College Community School District is an Iowa school district organized and existing under the provisions of *Iowa Code* chapter 274. It is located in the County of Linn, State of Iowa, with its principal office currently located at 401 76<sup>th</sup> Street SW, Cedar Rapids, IA 52404.

The Isaac Newton Christian Academy is an accredited nonpublic school organized and existing under the provisions of *Iowa Code* chapter 256.11. It is located in the County of Linn, State of Iowa, with its principal office currently located at 1635 Linmar Drive NE, Cedar Rapids, IA 52402.

The Linn-Mar Community School District is an Iowa school district organized and existing under the provisions of *Iowa Code* chapter 274. It is located in the County of Linn, State of Iowa, with its principal office currently located at 3556 Winslow Road, Marion, IA 52302.

The Marion Independent Community School District is an Iowa school district organized and existing under the provisions of *Iowa Code* chapter 274. It is located in the County of Linn, State of Iowa, with its principal office currently located at 777 S 15th Street, Marion, IA 52302.

The Mount Vernon Community School District is an Iowa school district organized and existing under the provisions of *Iowa Code* chapter 274. It is located in the County of Linn, State of Iowa, with its principal office currently located at 525 Palisades Road, Mount Vernon, IA 52314.

The North Linn Community School District is an Iowa school district organized and existing under the provisions of *Iowa Code* chapter 274. It is located in the County of Linn, State of Iowa, with its principal office currently located at 3033 Lynx Drive, Troy Mills, IA 52344.

The Xavier High School, Xavier Catholic Schools is an accredited nonpublic school organized and existing under the provisions of *Iowa Code* chapter 256.11. It is located in the County of Linn, State of Iowa, with its principal office currently located at 6300 42<sup>nd</sup> Street, NE, Cedar Rapids, IA 52411.

- 2. PURPOSE.** The purpose of this Agreement shall be to provide a means by which parties may jointly and cooperatively provide greater educational opportunities for students, by exercising powers, privileges and authority pursuant to the joint and cooperative powers provisions of *Iowa Code* chapter 28E, as amended, in order to provide a means of offering high quality, advanced, and diverse learning opportunities and to provide District students with work-based learning activities.
- 3. NAME.** The name under which the joint and cooperative activities, identified in Part I, Part II, and Part III of this Agreement, shall be carried out is "K-12 Partnership Program – Linn County" (hereinafter, the "Program").
- 4. ORGANIZATION.** No separate legal or administrative entity shall be established. No joint board shall be established except as may otherwise be provided herein.
- 5. DURATION OF AGREEMENT.** This Agreement shall become effective by approval of each District's Board of Directors and by the Board of Directors of Kirkwood Community College, by execution of this Agreement by all parties, and upon filing with the Secretary of State of Iowa and shall continue in effect through June 30, 2030. This Agreement shall automatically renew for additional terms of one year, July 1 – June 30 unless one party gives notice to the others no later than thirty (30) days prior to March 1 of any year in which case the Agreement shall not renew as to the party giving notice and remain in effect for the remaining parties.
- 6. FISCAL AGENT.** Kirkwood Community College will serve as the fiscal agent for all college credit and shared high school programs establishing an annual operating budget for the concurrent enrollment high school programs.
- 7. AMENDMENTS.** Participating Districts may propose and approve amendments to this Agreement by a vote of the majority of the Participating Districts, which majority must include Kirkwood and Workplace Learning Connection. The proposed amendment(s) and the rationale for the change must be sent to all parties to this Agreement at least ten (10) days in advance of the vote.
- 8. DISSOLUTION.** If dissolution by an individual district becomes necessary, that district must negotiate directly with Kirkwood for early termination of this Agreement.
- 9. PROPERTY.** Throughout the term of this Agreement and upon termination, any instructional material, property (real and personal) or equipment provided by the Districts shall remain the

property of the Districts, and any instructional material, property (real and personal) or equipment provided by Kirkwood shall remain the property of Kirkwood.

**10. INSURANCE.** Each District agrees to provide proof of liability insurance in connection with the educational program in which the District has enrolled (General Liability-\$1,000,000 and Umbrella Liability). The Districts agree to have Kirkwood named as an additional insured pursuant to the aforesaid liability policies.

**11. COMPLIANCE WITH STATE AND FEDERAL LAWS.** Kirkwood and each participating District agree to comply with all state and federal statutes regarding nondiscrimination on the basis of race, color, national origin, creed, religion, age, disability, sex, gender identity, sexual orientation, veteran or veteran disability status, or economic status. Additionally, all parties hereto will comply with the provisions of the Carl Perkins Vocational Education Act regarding (a) Use of Perkins Funding; (b) Program Accountability Measures; (c) Data Collection and Reporting; (d) Equity; (e) Program Gender Balance; and (f) Senior Year Plus.

**12. BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. No party may assign all or any part of this Agreement without the consent of the other parties to the Agreement.

**13. EXECUTION IN COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14. SEVERABILITY.** If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.

**15. SUPERSEDES.** This Agreement supersedes all prior agreements between Kirkwood and the participating Districts purporting to establish the K-12 Partnership Program – Linn County

**16. NOTICES.** All notices under this Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed electronic mail or when received by certified mail at the address listed under Section 1 of the Agreement or at another address as designated by a party.

## **PART II: CONCURRENT ENROLLMENT PROGRAM**

### **1. GOALS.**

- A. To provide high quality, advanced, and diverse learning opportunities to high school students.
- B. To prepare students to compete in a global, 21<sup>st</sup> century work environment.

- C. To ensure that students are prepared for postsecondary education.
- D. To share instructional resources (teachers, equipment, professional development, grants, etc.) among secondary and postsecondary institutions.
- E. To support student's individual career and academic plan (ICAP) and his/her many career opportunities.
- F. To connect students to college and industry environments and expectations.
- G. To provide career development activities, like tours, speakers, job shadowing, internships, apprenticeships, etc.
- H. To provide students the opportunity to earn high school and college credit.
- I. To advance students in college and/or their career.

## 2. DUTIES OF PARTIES.

### A. Each participating **District** agrees to:

- 1. provide administrative and counseling support to the program administration, instructors, and support staff;
- 2. provide administrative and counseling support to students enrolled in the program.
- 3. provide students and parents with program information;
- 4. abide by the terms of individual course and Career Academy guidelines and include offerings in high school program of studies;
- 5. require students to comply with all health and safety regulations of Kirkwood, supporting agencies, and business partners;
- 6. provide special support services to eligible students through regular district procedures;
- 7. follow the policies and procedures as published in Senior Year Plus legislation,
- 8. award high school credit to high school students that successfully complete Kirkwood courses;
- 9. annually sign, submit and follow responsibilities of the District and District Instructor for the Memorandum of Understanding for Teaching Services (Exhibit A) for courses taught onsite at the high school by District instructors; and
- 10. pay Kirkwood the direct per pupil program cost of delivering the course(s) (instructional cost, books, and related program costs) based on the Kirkwood Community College tuition payment schedule.

### B. **Kirkwood** agrees to:

- 1. provide administrative leadership to guide the planning, development, implementation, staffing, supervision, funding, and coordination of concurrent enrollment courses and Career Academy programs;
- 2. award college credit to high school students that successfully complete Kirkwood courses;
- 3. follow the policies and procedures as published in the Kirkwood catalog for college credit courses and Senior Year Plus legislation;
- 4. maintain on-going communications with each participating District;
- 5. provide college planning and career development services to students participating in the program;

6. provide learner accommodation services to eligible students through standard college department procedures;
7. maintain accreditation standards for college curriculum;
8. annually sign, submit and follow responsibilities of the College for the Memorandum of Understanding for Teaching Services (Exhibit A) for courses taught onsite at the high school by District instructors; and
9. Kirkwood agrees to reimburse Districts' instructor cost for courses taught by District instructor at a Regional Educational Center or shared location.

**3. ANNUAL ENROLLMENT.** Around February 1 of each calendar year, each District will communicate by mail or electronically to the Linn County Director at Kirkwood Community College, a preliminary program listing for the next school year. These program listings are preliminary and subject to change.

Around June 1 of each calendar year, Kirkwood shall provide the Annual District Enrollment Form (Exhibit B) to each District. The Secretary of the Board of Education, or his/her designee, is authorized and directed to proceed on behalf of each District's respective Board of Education to approve and submit said Annual District Enrollment Form to Kirkwood either by mail or electronically on or around July 1 of each calendar year. The Secretary of the Board of Trustees, or his/her designee, is authorized and directed to proceed on behalf of the College's Board of Trustees to approve said Annual District Enrollment Form as well. The Annual District Enrollment Form will provide the final program listing for that year and will outline costs of services.

**4. MUTUAL UNDERSTANDING.** It is further mutually agreed that:

- A. Based upon the mutual concern for the needs of students pursuing Kirkwood College Credit Classes, and in an effort to provide college credit classes that expand the Districts' curriculum and student academic opportunities that builds on past learning experiences and eliminates unnecessary duplication of instruction, Kirkwood requires the following:
  1. students applying/registering for College Credit Classes must meet all Kirkwood admission requirements;
  2. for students to enroll/register for these Kirkwood College Credit Classes, students must be in good standing with the District and Kirkwood; and
  3. District students who successfully complete the Career Academy and Arts & Science courses will be awarded college credit at Kirkwood and have an official Kirkwood transcript established for them.
  
- B. The Program shall be made available to all eligible resident students in grades 9 through 12 per Iowa Code. To participate in SYP programming, students must meet the academic requirements of both the school district and postsecondary institution. At the college level, students must meet any assessment requirements of the postsecondary institution including any placement exam requirements of the institution. At the school district level, students must demonstrate proficiency in reading (now English language arts), mathematics and science to participate in SYP programming. Options for demonstrating proficiency can be met by any of the following three options:
  1. Student scores on the Iowa Statewide Assessment of Student Progress (ISASP).

2. Measures of college readiness jointly agreed upon by the school board and the postsecondary institution.
3. Alternative but equivalent qualifying measures if established by the school board.

District elects:

  X   A student who has demonstrated proficiency in the content areas of reading (English-language arts), math and science on the statewide assessment, is eligible to immediately access arts and sciences coursework, all others will be evaluated through the Jointly Agreed Upon Measures of College Readiness (Exhibit C). **or**

       A student who has demonstrated proficiency in the content areas of reading (English-language arts), math and science on the statewide assessment, is eligible to immediately access arts and sciences coursework, all others will be evaluated through the District’s alternative but equivalent qualifying measures (option 3) which has been approved by the District Board of Education. A copy of these measures is being provided to the College with this signed agreement.

Established measures of college readiness shall apply equally to all eligible students. It is not permissible for the District or College to place additional restrictions on student enrollments based on grade level. Eligibility shall apply equally to all students.

4. Career Technical Education (CTE) Exemption

Students seeking to enroll in a CTE course via concurrent enrollment are exempt from the ISASP proficiency requirements. However, the student may be required to complete an assessment administered by the eligible community college to determine the applicant’s readiness to enroll in CTE coursework. The student shall meet or exceed any minimum performance measure established by the community college for the initial assessment. The student must meet SYP requirements as outlined within the “Student Proficiency” section of this guide to enroll in SYP courses other than CTE courses.

C. Requirements for supplementary weighting eligibility are as following:

Required of School District

1. The course must be supplementing, not supplanting, high school courses required to be offered pursuant to Iowa Code Section 256.11(5). To comply with this requirement, the content of a concurrent enrollment course shall not consist of substantially the same concepts and skills as the content of a course provided by the school district (281 - IAC 22.4(2)).
2. The course must not be required by the school district in order to meet the minimum accreditation standards (“offer-and-teach”) in Iowa Code Section 256.11.
3. included in the community college catalog or an amendment or addendum to the catalog (Iowa Code 257.11(3)(b)) (281- IAC 97.2(5)). While the course must be listed in the catalog, it is not required that sections of the course delivered at high school locations be listed in registration information.

#### Required of Community College

1. Open to all registered community college students, not just high school students. The class may be offered at a high school attendance center (Iowa Code 257.11(3) (b)) (281 IAC 97.2(5)). While the course must be offered to all students (not just concurrently enrolled students), sections of the course delivered at school district sites may be closed to regular college students, provided other sections are available for regular student enrollment. Colleges and districts are encouraged to develop consistent policies for determining regular student enrollment in concurrent enrollment sections offered at high school facilities. These policies may be included in the contractual agreement between the institutions.
2. For college credit the credit must apply toward an Associate of Arts or Associate of Science degree, or toward an Associate of Applied Arts, Associate of Applied Science degree, or Associate of Professional Studies or toward completion of a college diploma program (Iowa Code 257.11(3) (b)) (281 - IAC 97.2(5)). The course may not apply solely to a community college certificate program.

#### Required of Instructor

1. Taught by an instructor employed or contracted by a community college who meets the requirements of Iowa Code section 261E.3(2). Concurrent enrollment instructors must meet the same requirements as on-campus adjunct faculty (Iowa Code 257.11(3)(b)) (281 IAC 97.2(5)).
2. Taught utilizing the community college course syllabus (Iowa Code 257.11(3)(b)) (281 IAC 97.2(5)).
3. Taught in such a manner as to result in student work and student assessment which meet college-level expectations (Iowa Code 257.11(3)(b)) (281 IAC 97.2(5)).

#### Additional Requirements

The course must not have been determined to be ineligible for supplementary weighting by the Postsecondary Course Audit Committee (281 IAC 97.2(5)).

- D. Each District must inform District students that certain Kirkwood courses/programs have additional admission criteria and require minimum test scores on the Kirkwood's placement test and/or the ACT for admission.
- E. District students enrolled in a college credit course shall be enrolled for college credit, not just for high school credit or course audit.
- F. This agreement is exclusive with Kirkwood and no assurance is given that courses awarded college credit will automatically transfer to any other postsecondary institution. However, Kirkwood will work with the student toward this end through quality academic advising.

### 5. ENROLLMENT AND PARTICIPATION OPTIONS:

#### A. Linn County Regional Education Center

1. **PURPOSE.** The center creates a dynamic learning environment where students from



participating high schools can access education opportunities and earn high school and college credit through individual courses and Career Academy programs. Kirkwood Linn County Regional Education Center is located at 1770 Boyson Road, Hiawatha, IA 52233.

**2. MUTUAL UNDERSTANDING.** It is further mutually agreed that:

- a. Kirkwood serve as fiscal agent to be responsible for establishing and maintaining budgets, which shall include program delivery, facility costs, facility care and maintenance, grounds, utilities, instructional equipment and other related costs;
- b. Students from districts not involved in the consortium may participate in these programs on a “space availability” basis. This is not to be construed as an Open Enrollment;
- c. Districts are not required but encouraged to transport students to and from the Regional Education Center;
- d. In general, concerns at the Regional Center should go to the Director of the Regional Center. This person will seek to resolve the concern in collaboration with the appropriate people (teacher, staff, student’s home high school, college personnel, etc.).

**3. JOINT BOARD ESTABLISHED - COORDINATING COUNCIL.** This Agreement establishes a joint board to be known as the Coordinating Council. Members of the Coordinating Council will represent Kirkwood and participating districts by providing input on matters related to programs and operations of the Regional Center and to serve as a central point for coordination and communication among Kirkwood and the participating districts. The Coordinating Council shall be a governmental body for purposes of Chapters 21 and 22 of the Iowa Code.

**4. ROLE OF THE COORDINATING COUNCIL.** Members of the Coordinating Council shall develop support and provide for the legal and educational policies governing the Regional Center by: ensuring creation of and marketing of the Regional Center’s vision; recruiting essential partners and students; ensuring resources are available, including local, state & federal sources for sustainability; determining the operating structure; approving individual program offerings; clearing barriers, including those of finance & legislation; ensuring policy development and changes to support expansion.

**5. MEMBERS OF THE COORDINATING COUNCIL.** Membership in the Coordinating Council shall be comprised of one representative from Kirkwood, one representative from Workplace Learning Connection, and one representative from each District which is a party hereto. Attendance at the Coordinating Council by the Superintendent, Principal and Counselor is encouraged. Each member shall be entitled to one (1) vote. The Members from Kirkwood, Workplace Learning Connections and each participating District shall be represented by the President, Superintendents, Chief Administrator, Principal, or their designee.

**6. ORGANIZATIONAL YEAR OF COORDINATING COUNCIL.** The organizational year will run from July 1 through June 30.

**7. MEETINGS OF COORDINATING COUNCIL.** Coordinating Council meetings shall be held a minimum of four (4) times per year or as agreed upon by council. Notice of the meetings of the Coordinating Council shall be provided as required by Iowa law. In addition, notice

of all regular and special meetings of the coordinating Council shall be mailed, sent electronically, or delivered to each member of the Coordinating Council prior to the meeting date; but any meeting shall be a legal meeting without notice if each member of the Coordinating Council, by writing filed with the records of the meeting, waives such notice.

#### B. HIGH SCHOOL ONSITE, ON-CAMPUS AND ONLINE COURSES

1. **PURPOSE:** To assist the participating District students with the opportunity to participate and enroll in college credit classes. Through this agreement, students will enroll in college classes taught onsite at the high school by a District instructor or in some cases a Kirkwood instructor, in addition to classes taught at a Kirkwood location or online for the regular college population. Course options include Arts and Science and Career and Technical Education classes. These college credit classes are intended to enrich the students and enhance the participating District's curriculum by receiving instruction and to utilize the expertise and cooperation of Kirkwood in providing such instruction.

### **PART IV: WORKPLACE LEARNING CONNECTION PROGRAM**

1. **MISSION.** To form partnerships between District students and regional employer partners, including business, industry, labor, and community partners, to enhance student learning; to promote regional communication and coordination of work-based learning experiences; to support Districts, employers and communities in local collaborative efforts; and to develop our future workforce by connecting business and education in relevant, work-based learning activities for District students.

#### 2. **GOALS.**

- A. To partner with Districts, businesses and communities to prepare students to enter and succeed in the new world of work;
- B. To provide students work-based learning activities through internships, job shadows, career days, classroom speakers, career fairs, mock interviews and worksite tours;
- C. To provide students with valuable information about various careers and area businesses;
- D. To compete in a global, 21<sup>st</sup> century work environment; and
- E. To further each student's career pathway plan and his/her many career opportunities.

#### 3. **DUTIES OF PARTIES.**

A. **Workplace Learning Connection (WLC)** agrees to:

- 1. Provide high quality, age-appropriate, relevant, work-based learning career exploration activities for each District's students.
- 2. Provide middle/junior high and senior high school student services at an annual rate as outlined in the annual Memorandum of Agreement.
- 3. Provide a report of services rendered annually to the administration.
- 4. Collaborate with the District as it develops a Career Development Plan.
- 5. Collaborate with Kirkwood to provide high quality work-based learning/career development Professional Development activities for educators.

B. Each participating **District** agrees to:

1. Encourage student and staff participation in career exploration experiences.
2. Provide a contact(s) for The Workplace Learning Connection within the District or school building(s) (Exhibit D).
3. Promote flexibility in school scheduling to accommodate career development activities.
4. Adhere to the activity request and scheduling dates and deadlines.
5. Provide student preparation & follow-up for career development activities.
6. Allow access to the school community via website and school publications for WLC/District activities.
7. Provide appropriate school credit for participation in an elective, academic internship and/or practicum.
8. Promote Workplace Learning Connection as the designated, single point of contact for work-based learning for students and teachers to explore and experience careers and workforce issues.
9. Reimburse the Workplace Learning Connection for services rendered as outlined in the annual Memorandum of Agreement.

**4. MUTUAL UNDERSTANDING.** It is further mutually agreed that:

- A. Workplace Learning Connection shall provide each District with the Memorandum of Understanding, a sample of which is attached hereto as Exhibit D, at the annual Superintendent's meeting.
- B. Around July 1 of each calendar year, each District which elects to participate shall submit an executed Memorandum of Understanding for that calendar year to Workplace Learning Connection to indicate each District's commitment to participate in the Workplace Learning Connection Program.
- C. Workplace Learning Connection shall provide an annual report to each participating District at the end of each calendar year, and the report shall provide a summary of services provided to that District for the preceding year.

**Memorandum of Understanding for Teaching Services  
Between  
Kirkwood Community College  
And  
SCHOOL District**

This agreement is entered into between Kirkwood Community College and the NAMED School District for concurrent enrollment classes offered per the Master Educational Service Agreement by NAMED SCHOOL instructors.

**PURPOSE:** This agreement outlines the responsibilities of Kirkwood Community College, NAMED School District, and the following said NAMED School District instructor: INSTRUCTOR.

**KIRKWOOD COMMUNITY COLLEGE RESPONSIBILITIES**

1. Collect and review instructor application material and credentials.
2. Approve instructor and courses in which he/she is qualified to teach.
3. Provide Kirkwood's Concurrent Enrollment Policy and Practice guide to all school district staff.
4. Conduct instructor orientation and professional development related to teaching at the college level.
5. Provide on-going discipline specific curriculum and instruction support for concurrent enrollment courses.
6. Maintain accreditation standards for college curriculum.
7. Serve as the registrar to establish and maintain student credit records and transcripts.
8. Conduct routine course evaluations and provide evaluation feedback to instructor.
9. Coordinate district billing based on final enrollment day class roster.
10. Coordinate faculty classroom visits on established rotating basis.
11. Maintain educational service agreements, teacher MOUs, course syllabi, and state Dept. of Education records.
12. Provide student orientation materials and/or meetings for district personnel, students, and parents, which will include general advising information.
13. Provide training and access to the Kirkwood learning management system - Talon.

**PARTICIPATING SCHOOL DISTRICT RESPONSIBILITIES**

1. Provide administrative and academic counseling support in collaboration with Kirkwood to concurrent enrollment students.
2. Provide students with Kirkwood program and course information.
3. Provide Kirkwood with upcoming individual course offerings and scheduling information by June 15<sup>th</sup> (or mutually agreed upon date).
4. Grant high school credit for successful course completion.
5. Require all students to comply with Kirkwood's health and safety rules and enrollment regulations.
6. Work with students to complete Kirkwood's student request for accommodations for a disability when applicable.
7. Pay Kirkwood the agreed upon cost per pupil as outlined in the Educational Service Master Agreement.
8. Notify Kirkwood in advance and seek approval of a long-term substitute teacher assignment for concurrent classes.
9. Provide up-to-date class rosters and communicate changes in enrollment as they occur.
10. Provide application and registration tools and assistance to students as needed in a timely manner.
11. Comply with the use of required textbooks and software approved by the respective Kirkwood academic department.
12. Adhere to the Senior Year Plus guidelines as defined by the Iowa Department of Education.
13. Work with Kirkwood personnel to ensure district and district instructors are complying with responsibilities stated within this MOU, including all program or accreditation standards outlined in the following: Kirkwood Concurrent Enrollment Policy and Practice guide, National Alliance of Concurrent Enrollment Partnerships, Iowa Department of Education and the Higher Learning Commission.
14. Ensure concurrent enrollment instructor has passed a background investigation conducted by the school district in accordance with Iowa Code section 272.2(17) prior to providing instruction and assures the instructor is not under suspension or revocation of an educational license or statement of professional recognition (SPR) issued by the Iowa Board of Educational Examiners.

#### **CONCURRENT ENROLLMENT INSTRUCTOR RESPONSIBILITIES**

1. Complete and submit required instructor application and employment material to Kirkwood.
2. Participate in required Kirkwood instructor orientation sessions and annual required professional development.
3. Follow and distribute the approved and most up to date Kirkwood course syllabus to students on the first day of class, make sure the syllabus is published in CourseLeaf. Each

section must be completed and updated with accurate and detailed course information, especially as it relates to required materials, course evaluation and assignments, and grading scale.

4. Conduct Kirkwood course & program orientation during first week of each class, which includes making sure student application and registration (enrollment) for college credit are completed.
5. Follow the Kirkwood ADA guidelines when applicable for students enrolled in college classes who have requested and received approval for accommodations.
6. Inform Kirkwood contact immediately of any changes to individual class rosters; verify class roster for billing and transcript purposes.
7. Maintain gradebook through Talon; utilize Talon to submit midterm and final grades by required date.
- ~~8.~~ Routinely check Kirkwood email for important information.
9. Participate in academic department's required training and the submittal processes of all assessment artifacts (course, program, and college).
10. Enforce Kirkwood's student conduct policy, academic integrity policy (utilizing Maxient software), and other student policies when applicable, following necessary processes and procedures for tracking and follow-up as well as communicating known incidents with Kirkwood contacts.
11. Provide opportunity for students to complete Kirkwood's end of course evaluations, Blue Surveys, located within Talon.
12. Comply with the use of required textbooks and software approved by the respective Kirkwood academic department.
13. Respond to Kirkwood requests as it relates to program and accreditation standards.
14. Comply with responsibilities stated within this MOU, including all program or accreditation standards outlined in the following: Kirkwood Concurrent Enrollment Policy and Practice guide, National Alliance of Concurrent Enrollment Partnerships, Iowa Department of Education and the Higher Learning Commission.

**Non-compliance procedures for Kirkwood Community College, participating school districts, and participating district concurrent enrollment instructors are outlined in detail in the Concurrent Enrollment Policy and Practice Guide, shared annually with all partners.**

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**District Instructor Signature and Date**

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**High School Official Signature and Date**

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**Title of High School Official**

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**Kirkwood Director Signature and Date**

**2024-2025  
ANNUAL DISTRICT ENROLLMENT FORM**

**SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE  
CONCURRENT ENROLLMENT PARTNERSHIP – XXXXX COUNTY**

**DISTRICT: XXXXX COMMUNITY SCHOOL DISTRICT**

**XXXX COUNTY REGIONAL CENTER PROGRAM**

Through the Regional Center program, students from participating high schools can access education opportunities and earn high school and college credit through individual courses and Career Academy programs.

**Courses Offered in the 2024-2025 School Year\***

*Program of Study courses listed with fees – **delete** this line after courses are listed*

ACADEMY NAME	Course Number	Credits Hours	Tuition Cost	Fees	Total
Name of Course	XXX111	X	217/Credit Hour	XX	X

\*District will pay Kirkwood 100% of Kirkwood’s current tuition rate per student (\$217/credit hour) for career and technical education (CTE) courses in addition to associated fees. District will pay Kirkwood 80% of the Kirkwood’s current tuition rate per student (\$217/credit hour) for Arts and Sciences courses, with the stipulation that each course enrolls a minimum of 15 students. Arts and Sciences courses enrolling less than 15 students will be charged 100% of Kirkwood current tuition rate per student. Kirkwood will provide the textbooks and course materials for all regional center courses.



**REQUIRED SELECTION AND SIGNATURES:**

- District elects to enroll in the Kirkwood Community College **XXX County Regional Center Program** for concurrent enrollment.
- District elects to enroll in the Kirkwood Community College **XXX County Regional Center Program** for concurrent enrollment except those indicated (district can strike through any courses they do not wish to contract).
- District declines to enroll in the Kirkwood Community College **XXX County Regional Center Program** for concurrent enrollment.

<b>Please note any course changes below</b>	
<b>Courses to be added to contract:</b>	<b>Courses to be removed from contract:</b>

**DISTRICT SCHOOL BOARD SIGNATURE REQUIRED:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KIRKWOOD COMMUNITY COLLEGE BOARD SIGNATURE REQUIRED:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHOOL DISTRICT  
ONSITE & ALTERNATIVE CONCURRENT ENROLLMENT PROGRAM**

**ONSITE COURSE OFFERINGS**

Onsite Courses: concurrent enrollment offerings at the high school, most often taught by a high school paid instructor. Onsite sections are created and dedicated to high school students. In rare cases, courses are offered at a Kirkwood-provided location outside of the high school, but for enrollment and billing purposes are treated as onsite sections.

**NOTE: If the district no longer wishes to offer the course below in an onsite format, the district may strike course(s). Districts can still contract the course, even if not offering onsite. Courses contracted are not limited by format.**

Course Title	Course Number	Credit Hours

**ALTERNATIVE CONCURRENT ENROLLMENT COURSES**

Alternative Concurrent Enrollment Courses: high school students join an existing traditionally offered college class. In Alternative Concurrent Enrollment, concurrent enrollment students will be taking the course with a Kirkwood paid instructor. These courses are not dedicated to high school students, but are college courses high school students are eligible to join alongside other traditional and non-traditional student populations; many of these courses are offered online or at a Kirkwood location.

**NOTE: If district elects to enroll in all offerings, the district does not need to provide a list below.**

Course Title	Course Number	Credit Hours

**Below is a rate chart for alternative concurrent and onsite courses:**

<u>High School or Kirkwood Paid Instructor</u>	<u>Format</u>	<u>Who Provides the Book</u>	<u>Rate</u>	<u>Cost per Student</u>
High School	Onsite	High School	20% of tuition	\$130.20+
Kirkwood	Onsite & Alternative Concurrent (Online/Kirkwood Location)	Kirkwood	80% of tuition	\$520.80+
<b>All contracted courses receive supplemental weighted funding</b>				

+Based on a three-credit course, \$217 per credit hour, tuition rate. The district will pay Kirkwood 100% of Kirkwood’s current tuition rate per student (\$217/credit hour) for certain alternative concurrent enrollment career and technical education (CTE) courses in addition to associated fees.

**REQUIRED SELECTION AND SIGNATURES:**

- District elects to enroll in the Kirkwood Community College Concurrent Enrollment Program including all offerings as concurrent enrollment. If selected, the district does not have to list any courses below.

*Note: This selection means that the district is contracting for all Kirkwood Community College classes with the exception of courses that are coded as developmental. Based on this, district is contracting all courses and cannot deny an enrollment.*

- District elects to enroll in the Kirkwood Community College Concurrent Enrollment Program in only the courses listed above.
- District elects to enroll in the Kirkwood Community College Concurrent Enrollment Program except the courses indicated.
- District declines to enroll in the Kirkwood Community College Concurrent Enrollment Program.

<b>Please note any course changes below</b>	
<b>Courses to be added to contract:</b>	<b>Courses to be removed from contract:</b>

**DISTRICT SCHOOL BOARD SIGNATURE REQUIRED:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KIRKWOOD COMMUNITY COLLEGE BOARD SIGNATURE REQUIRED:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**Jointly Agreed Upon Measures of College Readiness  
Kirkwood Community College and Area School Districts**

Measures of college readiness demonstrate an equivalent level of proficiency as the statewide assessment benchmark for reading (English-language arts), math and science and align to measures of college readiness used by postsecondary institutions. These measures of college readiness will be implemented consistently across school districts in the Kirkwood Community College (Area X) region to ensure equitable access is maintained for all students.

As encouraged by the Iowa Department of Education and Senior Year Plus legislation, Kirkwood, in cooperation with their school district partners agree to jointly establish the measures of college readiness as outlined below. One or more of these measures can be used collectively to create a more complete understanding of a student who does not test proficient on the statewide assessment to demonstrate their college readiness and may be utilized when determining placement for Senior Year Plus opportunities.

Postsecondary institutions are granted flexibility to be specific about required testing requirements as well as add additional measures of college readiness; however, the standards that are set for testing requirements and any additional measures should not be higher than what is expected for a traditionally enrolled freshman student attending the postsecondary institution.

**1. Testing:**

- a. The student shall satisfy admissions placement and/or entrance requirements established by the postsecondary institution, **or**
- b. Complete the ACT or SAT assessment (or other college readiness exam). Acceptable placement scores should be established by the postsecondary institution and applicable to the intended course enrollment (discipline/subject specific), **or**
- c. Have a RIT score equivalent to the 41st percentile or higher (rating of average) on most recent administered Measure of Academic Progress (MAP) test and applicable to the intended course enrollment (discipline/subject specific).

**2. Proficiency in the corresponding content area on most recent administration of the statewide assessment.**

- a. Example: If the student tested proficient in English language arts, but not math or science – the student would be eligible to access humanities and social/behavioral science coursework but not STEM.

**3. Individual review of student transcripts.**

Does the student show progress in improvement in coursework? Are grades improving over time? Evaluation of a student's transcript may be reviewed in entirety or may be evaluated within a specific discipline or subject area.

**4. Coursework:**

- a. The student shall have previous high school course performance of a “C” or higher linked to the intended college course enrollment (discipline/subject specific), **or**
- b. Student success in prior concurrent enrollment coursework of a “C” or higher (inclusive of all successes; including CTE coursework), **or**
- c. The student’s coursework may be assessed as proficient by the high school counselor or team of faculty/staff using a related coursework portfolio, **or**
- d. Proficiency in previous corresponding high school coursework based on a standards-based grading system, this would be a score of a “3” or “4” which indicates proficiency in most standards-based grading systems.

**5. Grade Point Average (GPA):**

- a. The student’s GPA shall show improvement over time versus a certain point on a four-point scale, **or**
- b. Have a high school GPA of 2.0 in the corresponding discipline or subject area, **or**
- c. Have a cumulative high school GPA of 2.0, **or**
- d. Utilize the GPA established by the postsecondary institution which reflects that of traditionally admitted first-time freshmen within the corresponding discipline or subject area.

**Nonacademic Measures of College Readiness**

Critical behaviors needed for success in college often include those aligned to nonacademic measures. School counselors and academic advisors play a critical role in helping students understand the rigor and expectations of college-level coursework in order for students to be adequately prepared to be successful in these opportunities.

The nonacademic measures of college readiness provided below would be appropriate to use when advising students and assist in determining college readiness. These measures should not be used alone in determining whether a student should access Senior Year Plus opportunities as they are less objective than the academic measures listed above or the assessment scores students will have received to demonstrate proficiency through the ISASP. Rather, these measures may be utilized in conjunction with both assessment test scores and measures of college readiness to look at a student holistically and to help guide conversations with students when discussing course opportunities.

**6. High school discipline specific instructor recommendation.**

**7. The student’s skills may be assessed as proficient by a high school counselor or teacher using the following criteria:**

- a. Maturity
  - Demonstrates self-advocacy and communication of academic needs
  - Successfully manages academics, work, extracurriculars and other commitments
  - Takes responsibility for their learning and success
- b. Academic skills or standing
  - Satisfactory attendance record
  - Successfully completes related high school coursework
  - Completes assignments by due date, including assigned readings

- Demonstrates self-motivation as a learner
- c. Personal traits/dispositions
  - Demonstrates respect for others
  - Exhibits intellectual curiosity and openness to new ideas
  - Works well as part of a team
  - Demonstrates honesty and ethical decision-making
  - Willingness to devote time each week outside of class to study, review and prepare for coursework

**8. Monitored academic support from a counselor, teacher or designated staff member at the secondary or postsecondary institution.** Research indicates that students who may fall below what is deemed “college ready”, but are close to college-ready range, are likely to succeed in college-level coursework with additional academic support.

**9. Postsecondary Academic Advising**

The student may meet with an academic advisor for evaluation at the postsecondary institution prior to enrollment in a college-level course. The advisor should evaluate the student to determine if they are prepared to be successful in college-level coursework and provide a recommendation to the high school counselor.

MEMORANDUM OF UNDERSTANDING  
BETWEEN

XXXX Community School District and

**Workplace Learning Connection (WLC) agrees to:**

**PROVIDE** high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District's K-12 students

- **PROVIDE** middle/junior high and senior high school student services based on school population for establishing equity of support among the districts; elementary school programs will be charged at a per service rate
- **PROVIDE** a report of services rendered annually to the administration
- **COLLABORATE** with the District/School as it develops a District Career and Academic Plan
- **COLLABORATE** with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators
- **ASSIST** the District in fulfilling its non-delegable duty to provide an educational environment free of unlawful discrimination

**Chair, Kirkwood Board of Trustees signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I, representing the District in regard to Career Development Planning, agree to:**

- **IDENTIFY** WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- **ALLOW** access to the school community via website and school publications for WLC/District activities
- **PROVIDE** awareness of the elective, academic internship and/or practicum through the school's Program of Studies and award appropriate school credit for participation
- **ASSIST** WLC in its role to help ensure an educational environment free of discrimination, including in the provision of necessary information to facilitate that role or communication with third-party providers

**At the Building level, with the Principal and Administrative Team:**

- **ENSURE** access to and equity of student and staff participation in Career Exploration experiences
- **PROVIDE** and appropriate contact(s) for WLC within the district or school building(s); preferable in Guidance
- **PROMOTE** flexibility in school scheduling to accommodate Career Development activities

**At the school contact level, in partnership with WLC School Liaison:**

- **PROVIDE** student preparation & follow-up for Career Development activities



- **ADHERE** to the activity request and scheduling dates/deadlines and to participation compliance policies

**Entire District, in partnership with WLC:**

- **USE, DISSEMINATE OR DISTRIBUTE** WLC materials with acknowledgement to all users that they are Kirkwood’s creation and credit is due to Kirkwood therefore. Furthermore, you agree not to modify or remove any information from the materials, including information regarding ownership of the materials. Kirkwood hereby reserves the right to revoke the uses allowed hereunder at its sole discretion.
- **Ensure Students** participating in WLC programs are covered under district liability insurance per district policy regarding covered students

To sustain the intermediary functions of Workplace Learning Connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula. An annual increase each subsequent year will be based on the allowable growth increase approved by the Iowa Legislature.

Budget line item for *Career Development Activities* based on the 2023-2024 Enrollment reported to Iowa Department of Education:

Middle/Junior (7-8)	@ \$4.50 / student	X	170 students	=	\$765.00
High School	@ \$6.50 / student	X	418 students	=	<u>\$2,717.00</u>
	<b>Total for 2024-25</b>				<b>\$3,482.00</b>

(Invoiced 07/2024)

Our endorsement will enable Workplace Learning Connection to fulfill the goals of regional communication and coordination of work-based learning experiences and support school districts, employers, and communities in local collaborative efforts.

**President, Board of Education** signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection. Workplace Learning Connection programs provide equal opportunity to all persons regardless of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability.

Approved by the Board of Trustees of Kirkwood Community College by Resolution No. \_\_\_\_ on \_\_\_\_\_, 2024.

KIRKWOOD COMMUNITY COLLEGE

By: \_\_\_\_\_  
Title: Chair of the Board of Trustees

By: \_\_\_\_\_  
Title: Secretary of the Board of Trustees

STATE OF IOWA                    ) ss:  
COUNTY OF JONES            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, in and for the State of Iowa, personally appeared James Mollenhauer and Peg Sprengeler to me personally known to be the President and Secretary of the Board of Trustees of Kirkwood Community College, that the agreement was executed and signed on behalf of Kirkwood Community College by authority of its Board of Trustees; and that the said person, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the College by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

(SEAL)

Approved by the Board of Education of the District by motion on August 12, 2024.

Linn-Mar COMMUNITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Title: President of the Board of Education

By: \_\_\_\_\_  
Title: Secretary of the Board of Education

STATE OF IOWA ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known to be the president and secretary of the \_\_\_\_\_ Community School District Board of Education, that the school district has no seal, and that the agreement was executed and signed on behalf of the District by authority of its board of education; and that the president and secretary, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the District by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

(SEAL)



## DATA SHARING AGREEMENT

BY AND BETWEEN

Flashlight Learning

AND

Linn-Mar Community School District

The Linn-Mar Community School District, hereafter referred to as "School District", agrees to provide confidential student and staff data to Flashlight Learning, Inc., for the purpose of data analysis, reporting, and to facilitate student and teacher login to the Flashlight360 application.

The terms of this agreement between Flashlight Learning and the School District are in effect as of August 13, 2024, and continue so long as the Purchase Agreement ("Agreement") is in effect between the parties, unless terminated earlier in writing by both parties.

Flashlight Learning understands and agrees that all parties are subject to the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and its implementing regulations found in 34 CFR Part 99. The School District appoints Flashlight Learning as a "school official" as that term is used in 34 CFR § 99.7(a)(3)(iii) and § 99.31(a) (1) and as interpreted by the Family Policy Compliance Office and determines that Flashlight Learning has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. Flashlight Learning acknowledges that any unauthorized disclosure of confidential student information is a violation of the FERPA and its implementing regulations and shall not be permitted to occur.

Flashlight Learning acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from the School District in the performance of the Agreement: (i) will only be shared with employees, agents, and contractors of Flashlight Learning as necessary to perform the Agreement; (ii) will not be disclosed to third parties, except as expressly provided for in 34 CFR § 99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians.



Flashlight Learning’s responsibilities under the Agreement; and (iv) may not be used for any purpose other than the specific purposes outlined in the Agreement and will never be used to market or advertise. In accordance with FERPA, the Parties agree that any consents to disclose information may be made electronically. While in possession of this personally identifiable information, Flashlight Learning agrees to store the information in a secure and locked area, and to prevent unauthorized access.

All student, staff, and program information will be provided in an encrypted, password protected electronic format by all parties. All student, staff, and program information stored or generated during the term of this agreement is considered property the School District. All personally identifiable information obtained by Flashlight Learning in the performance of the Agreement shall be destroyed or returned as soon as commercially practical from when the information is no longer needed for the purposes of the Agreement, or when the Agreement is terminated by the parties. Flashlight Learning may take up to 60 days to delete or return the information. Upon written request, Flashlight Learning shall provide the School District with a sworn affidavit stating that the information has been destroyed.

Authorized Representative of School District

Authorized Representative of Flashlight Learning

Name: Barry Buchholz

Name: Keith Abbott

Title: President, Board of Directors

Title: Vice President, Technical services

Signature:

Signature:

Date:

Date:



Date Request Received by CFO/COO: 7/10/24 (50)

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer not less than four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized.

Overnight excursions/trips require prior approval of the building administrator, the superintendent or designee, and the Board of Directors. In authorizing excursions/trips, the building principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored excursions/trips unless the event is sanctioned by the state athletic associations.

The request will include:

- ✓ Rationale for the excursion/trip including the purpose and objectives
- ✓ Clarification if request is dependent upon pre-qualifying for event
- ✓ Detailed plans for student supervision
- ✓ Proposed itinerary
- ✓ Cost and source of funding
- ✓ Number of student participants
- ✓ Copy of required participation paperwork

1. Within three weeks of the completion of the excursion/trip the sponsor shall submit a written summary of the event to the building principal.
2. The building will be responsible for obtaining a substitute teacher if one is needed.
3. Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

Excursion/Trip Criteria: The following checklist must be signed and submitted to the Chief Financial/Operating Officer with required documentation not less than four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized:

Group: Chamber Singers Submitted by: T. Boglewicz (Examples: Robotics, FBLA, etc.) (Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and "... is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3.	
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.	
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	
Building Principal Approval		<i>Jeffrey M. Hunt</i>	Date 7-8-24
Chief Financial/Operating Officer Approval		<i>[Signature]</i>	Date 7/10/24
Board of Directors Approval			Date

Adopted: 2/99 / Reviewed: 9/12; 9/13; 2/15; 4/18 / Revised: 8/16; 11/17 / Related Policy (Code#): 502.1; 503.6; 603.3; 603.3-R1

## Linn-Mar Chamber Singers Overnight Trip Request

ACDA National Conference Performance, Dallas, TX. March 20-22, 2025

### 1. Purpose

a. Linn-Mar High School's top choir, Chamber Singers, was selected to perform for the National ACDA Conference in Dallas, TX after submitting three years of recordings for consideration. This is a tremendous honor for our students and program as only 10-20 of the top choirs in the United States are chosen for this opportunity each year. The students will perform a 25 minute set of music at the Meyerson Symphony Center and the Winspear Opera House for two filled crowds of choral directors across the nation. There is no more prestigious performance opportunity for a choir in the United States. Many choir directors even call National Convention the "Super Bowl" of choirs. This will be the first Linn-Mar performance ever at this level. This honor is not only exciting, but the learning opportunity within the preparation is unparalleled in our art form.

### 2. Student Supervision

a. 43 students will be traveling with 5 adults on the trip. Students will ride a bus with those adults and be chaperoned throughout the trip by those 5. The 5 adults are our three high school choral directors, one of our high school band directors, and parent chaperone.

b. Students will have incredibly specific expectations of behavior that represents our school. They will be given a lights out time at the hotel and will be individually checked by an adult the night they stay. They are not to leave the room until the morning.

### 3. Cost

a. This trip will be at no cost to students other than food. Our department as well as the booster club will cover the hotel cost and charter bus rate. We also plan to perform a "farewell" concert in order to raise a little money to help cover cost.

### 4. Itinerary

a. Students will depart LMHS in the early morning on March 20th. We will arrive in Dallas around dinner time and have a meal. We will then rehearse in our hotel and sleep. On the 21st, students will wake up and have our official warm up in the performance hall. Students will perform at 10:30am and 2:30pm. We will then watch other concerts together that night and depart for Cedar Rapids in the Morning.

Trent Buglewicz

Choir Teacher

Linn-Mar High School



ACDA NATIONAL

2025

March 18-22 Dallas, TX

### PERFORMING CHOIR ACCEPTANCE FORM

I/we accept the invitation for the ensemble listed in the letter above to participate as a performing choir in the 2025 ACDA National Conference to be held March 18-22, 2025, in Dallas, TX. I/we affirm that we have read and accept the terms and conditions outlined in the letter of invitation, and understand that any deviations from the aforementioned may result in the rescinding of the invitation and cancellation of our performance.

I/we also acknowledge that acceptance of this invitation brings with it a significant financial obligation. We understand that the American Choral Directors Association (ACDA) is not responsible for the cost of transportation to or from Dallas, TX, transportation Dallas during the Conference, lodging, meals, or any other cost associated with participation in the 2025 ACDA National Conference.

Name of Ensemble	<u>Linn-Mar Chamber Singers</u>
Printed Name of Ensemble Director	<u>Trent Buglewicz</u>
Signature of Ensemble Director	<u>[Handwritten Signature]</u>
Date:	<u>7/9/24</u>
Printed Name of Supervising Administrator	<u>Abbie Parker</u>
Title of Supervising Administrator	<u>Associate Principal</u>
Signature of Supervising Administrator	<u>[Handwritten Signature]</u>
Date:	<u>7-10-24</u>

Upload this completed form NO LATER THAN July 15, 2024 via [THIS FORM](#).