

## *Updates from the Cabinet*

### *August 14, 2023*

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

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**Superintendent Meet & Greet:** Join the Linn-Mar Board of Directors as they host a meet and greet to welcome Superintendent Amy Kortemeyer to the district. The event will be held in the high school south commons (door #10 near the main gym...park in the south lot) from 6:00-8:00 PM on Wednesday, August 16th.

**2023–24 Student School Supply Lists:** Looking for the annual school supply lists to purchase your student's needed items? [Click here to visit the LM website.](#)

#### **HS/Stadium Parking Lot Expansion:**

Construction is well underway on the expanded parking lot north of the high school and in front of the stadium. Thanks to everyone who has worked hard over the hot summer to ensure the extra parking is set for the start of the 2023-24 school year.



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## Highlights & Honors

**Alumni Honor:** Congratulations to LM Softball Alum, Jaye (Hutcheson) Zlab for being inducted into the Softball Hall of Fame.

**Student Kudos:** Special thanks and kudos to all of the students who volunteered their time to spruce up the buildings this summer by assisting with touch-up painting. The students earned CORDS hours for their service.  
*#WeAreLinn-Mar*



#### **Operations & Maintenance Kudos:**

Thank you to the Linn-Mar Operations & Maintenance and custodial staff for working hard over the summer (indoors and outdoors in the heat) to prepare the facilities and grounds for the 2023-24 school year. They have worked hard behind the scenes this summer and oftentimes their efforts are overlooked. Kudos to the entire O&M and custodial staff and we appreciate your time and efforts!



Exhibit 401.1

**Linn-Mar Community School District**  
**Strategic Plan**  
**2023-2028**

DRAFT

**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 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.

## 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

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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.

## 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.



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### **2.1 - Learning Results**

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### **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 level 3 certification district-wide.

### **2.4 - Technology Integration**

Continuing integration of technology and one-to-one capabilities to enhance learning opportunities PK-12

### **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 courses.

## 2023-2025 Short Term Goals

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**2.1; 2.3** - During the 2023-2024 school year, students in the Linn-Mar Community School District will increase K-2 FAST reading, 3-11 ISASP ELA, and 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 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 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 subgroup participation in CTE courses by 2.5%.

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**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, 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
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- Venture Academics - from 20% in 2023-24 to 28% in 2028-29
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## Learner Excellence

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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 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 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.

## 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 HR team will also evaluate the HRIS systems to ensure turnover, retention, and other relevant staff data is available and accessible.

### **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.

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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.



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# Strategic Plan 2023-2029

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## Exhibit 401.2



### Community Engagement

### Learning Excellence

### Learner Experience

### People & Culture

### Resource Management

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### 2023-2025 Short Term Goals

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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.





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

**Status Update Key:**

-  Beginning
-  In Progress
-  Operational
-  Complete

				
Community Engagement	Learning Excellence	Learner Experience	People & Culture	Resource Management
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**Status Report**

 One-page Linn-Mar advocacy flier		 Character Strong Implementation		 Tennis Courts HS Parking Lot   Administrative Building
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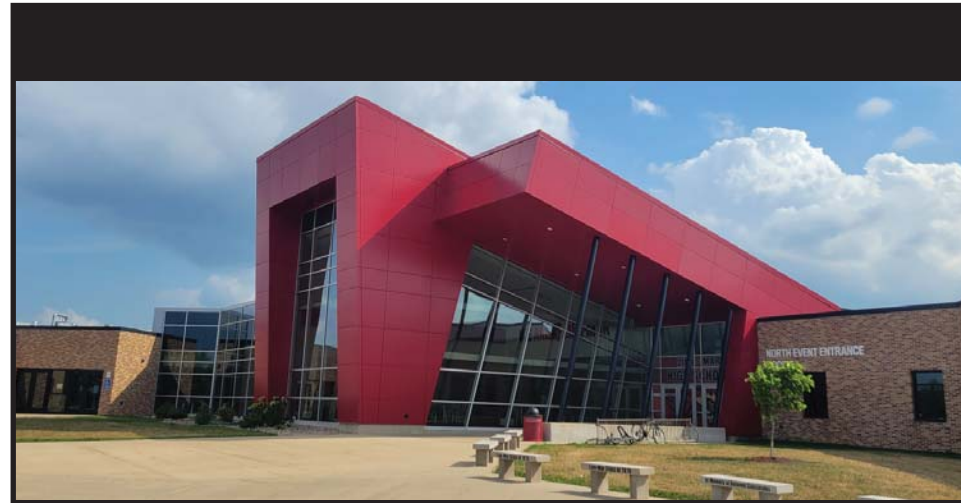
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Continue implementation of the High Reliability Schools Framework, focusing on next level certification for each building, with an ultimate goal of level 3 certification district-wide.

### 2.4 - Technology Integration

Continuing integration of technology and one-to-one capabilities to enhance learning opportunities PK-12

### 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 courses.

## 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 K-2 FAST reading, 3-11 ISASP ELA, and 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 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 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 subgroup participation in CTE courses by 2.5%.

## 2028-2029 Long Term Goals

**2.1** - By the end of the 2028-2029 school year, 85% of all students at Linn-Mar will score proficient on the K-2 FAST reading, 3-11 ISASP ELA, and 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, 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%.



Exhibit 402.1

# 2023 Legislative Platform



## 2023 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.





# 2023 Legislative Resolutions

## STUDENT ACHIEVEMENT AND ACCOUNTABILITY

### 1. 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.

## **2. 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.
- Allow districts to provide services such as full-day programming, transportation and wraparound care.
- Additional support and resources to provide the necessary behavioral and educational services to 2-5 year olds.

## **3. 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.

## **4. 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.

## **5. 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.

## 6. 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.

## 7. MENTAL HEALTH

Student 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 in-school and telehealth services.
- Increase access to mental health professionals via in-person or telehealth visits.
- 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.

## 8. 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.

## 9. 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.
- Expand maximum supplementary weighting and increase the number of positions eligible for operational sharing incentives.

## 10. 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.

## EDUCATOR QUALITY

### 11. 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 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.
- Create reciprocity agreements with other states that have high-quality teacher preparation programs to increase diversity among certified teachers and administrators.

## **12. 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.
- Use the management fund to offer retention incentives to maintain a high-quality teacher workforce.
- Allow flexibility and resources to pay school staff market competitive wages.
- Provide resources to school districts for ongoing cultural competency training.

## **FISCAL RESPONSIBILITY AND STEWARDSHIP**

### **13. 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.

- Provide the resources to recruit and retain a high-quality teacher and staff workforce.
- Incorporate inflation and cost-of-living increases to minimize the negative impact on a district's general fund from these increased costs.

## 14. 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 percent to provide additional stability to support student achievement for districts with declining enrollment.

## 15. 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.



## **16. 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 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.

We oppose a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.

## **17. 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.

## **18. 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.

## GOVERNANCE

### 19. 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.

### 20. PUBLIC SCHOOL INNOVATION

Students and their families benefit most when their public school 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.

## **21. PRIVATE SCHOOL CHOICE**

Private schools are not required to accept all students regardless of race, religion, gender, gender identity, sexual orientation, socio-economic status, and disability. Private schools are not held to the same standard as public schools with respect to accountability and transparency. Parents should have the choice to enroll their children in private schools, but not with taxpayer money.

We oppose state policies that:

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

## **22. 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.



# CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Linn-Mar Main Gym Sand/Resurfacing 2023

CONTRACTOR: Beebe Hardwood Floors

TO (OWNER):

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street  
Marion, Iowa 52302

CONTRACT FOR:	\$46,600
CHANGE ORDER TOTAL:	\$0.00
CONTRACT TOTAL	\$46,600

CONTRACT DATE: July 6, 2023

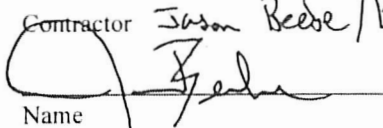
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

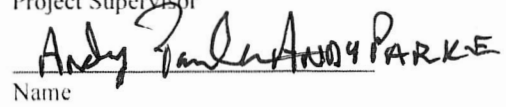
Stripping, Sanding, and Resurfacing of the Main Gym Floor (all three courts) at Linn Mar High School.

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

No Exceptions

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

Contractor Jason Beebe / Beebe Hardwood Floors  
  
 Name \_\_\_\_\_

Project Supervisor  
  
 Name \_\_\_\_\_

Aug 8, 2023  
 Date \_\_\_\_\_

8-9-2023  
 Date \_\_\_\_\_

Formal board action taken on \_\_\_\_\_ accepted the project.

Board of Education President \_\_\_\_\_ Date \_\_\_\_\_

Board of Education Secretary \_\_\_\_\_ Date \_\_\_\_\_

# Invoice

Beebe's Hardwood Floors  
 6250 NW Beaver Dr  
 Suite 1  
 Johnston, IA 50131  
 515-229-8541

<b>Bill To:</b>
Linn-Mar Community School District 3555 Tenth St Marion, IA 52302

Date	Invoice No.	P.O. Number	Terms
08/04/23	105880	202304434	Due on receipt

Description	Quantity	Rate	Amount
Sand existing hardwood gym floor, seal with 2 coats of either Basic Coatings Waterbase Sealer or Bona Waterbase Sport Super Seal and finish with 2 coats of either Basic Coatings Gymshoe Finish or Bona Waterbase Super Sport finish.	17,226		0.00
Stencils for Center Logo, Border Ends "LINN-MAR", Border Home Side "WE ARE", Border Visitor Side "LM", Logo Lanes "MVC",	1		0.00
Stained Border all the way around - Solid	1		0.00
Stained Main Court	1		0.00
Stained Lanes	2		0.00
Stained Center Logo	1		0.00
Stained Lettering End Borders "LINN-MAR"	16		0.00
Stained Lettering Home Side "LM"	2		0.00
Stained Lettering Visitor Side "WE ARE"	5		0.00
Stained Logo Lanes "MVC"	6		0.00
Painted Lines Main Basketball Court	1		0.00
Painted Lines Main Volleyball Court	1		0.00
Painted Lines Side Basketball Court	2		0.00
Painted Lines Side Volleyball Court	6		0.00
Painted Lines Badminton Court	6		0.00
Remove and reinstall black rubber cove base	300		0.00
	1	33,600.00	33,600.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
		<b>Total</b>	<b>\$33,600.00</b>
		Payments/Credi	\$0.00
		<b>Balance Due</b>	<b>\$33,600.00</b>

**Policy 103.1 Anti-Bullying and Anti-Harassment**

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The Linn-Mar Community School District is committed to providing all students, employees, and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassing behavior can seriously disrupt the ability of school employees and volunteers to maintain a safe and civil environment, and the ability of students to learn and succeed.

Bullying and/or harassment of students, employees, and volunteers is against federal, state, and local policy and are not tolerated by the school board.

Accordingly, school employees, volunteers, and students shall not engage in bullying or harassing behavior while on school property, while on school-owned or school-operated vehicles, while attending or participating in school-sponsored or sanctioned activities, and while away from school grounds if the conduct materially interferes with the orderly operation of the educational environment or is likely to do so.

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

To that end, the school board has policies, procedures, and practices in place that are designed to reduce and eliminate bullying and harassment, as well as processes and procedures to deal with incidents of bullying and harassment. **The superintendent [or designee] is responsible for implementation of this policy and all accompanying procedures.** Complaints will be investigated within a reasonable time frame. **Within 24 hours of receiving a report that a student may have been the victim of conduct that constitutes bullying and/or harassment, the district will notify the parent or guardian of the student.** *[Refer to Policy 103.1-R – Administrative Regulations Regarding Anti-Bullying/Anti-Harassment Investigation Procedures.]*

**If as a result of viewing surveillance system data or based on a report from a school district employee, the district determines that a student has suffered bullying and/or harassment by another student enrolled in the district; a parent or guardian of the student may enroll the student in another attendance center within the district that offers classes at the student's grade level, subject to the requirements and limitations established in Iowa law related to this topic.**



A school employee, volunteer, student, or a student's parent/guardian who promptly, reasonably, and in good faith reports an incident of bullying or harassment, in compliance with the procedures in the regulation (Policy 103.1-R), to the appropriate school official designated by the district, shall be immune from civil or criminal liability relating to such report and to participation in any administrative or judicial proceeding resulting from or relating to the report.

### **Retaliation Prohibited**

Individuals who knowingly file false bullying or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures.

Any student found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, removal from service and exclusion from school grounds.

### **Definitions**

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

- *“Electronic”* means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic, or other similar means. *“Electronic”* includes but is not limited to communication via electronic mail, internet-based communications, pager services, cell phones, and electronic text messaging or similar technologies.
- *“Harassment”* and *“bullying”* mean any repeated or potentially repeated electronic, written, verbal, or physical act or other ongoing conduct toward an individual based on any trait or characteristic of the individual which creates an objectively hostile school environment that meets one or more of the following conditions:
  - a. Places the individual in reasonable fear of harm to the individual's person or property;
  - b. Has a substantial detrimental effect on the individual's physical or mental health;
  - c. Has the effect of substantially interfering with the individual's academic or career performance; or
  - d. Has the effect of substantially interfering with the individual's ability to participate in or benefit from the services, activities, or privileges provided by a school.
- *“Sexual Harassment”* means unwelcome sexual advances; requests for sexual favors; or verbal, non-verbal, or physical conduct of a sexual nature may constitute sexual harassment where:
  - a. Submission to such conduct is made either explicitly or implicitly as a term or condition of a person's employment or educational development;

- b. Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.
- *"Trait or characteristic of the individual"* includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, genetic information, physical or mental ability or disability, ancestry, political party preference, political belief, military status, socioeconomic status, pregnancy, or familial status.
- *"Volunteers"* means any individuals who have regular, significant contact with students.

### **Publication of Policy**

The school board will publish this policy on an annual basis. The policy may be publicized by the following means:

- Inclusion in the student handbook
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or district website
- Inclusion on student and employee display boards
- Inclusion in volunteer registration materials and information

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Adopted: 8/07

Reviewed: 9/10; 4/13; 9/16; 3/23

Revised: 10/11; 7/13; 5/14; 6/20

Related Policy: 103.1-R; 103.1-E1-E3; 104.1; 104.1-R; 104.1-E1-E5; 400.1-3; 403.13-15-E; 500.1

Legal Reference (Code of Iowa): 261.9; 280.3, .28; 281 IAC 12.3(6)

IASB Reference: 104

*Mandatory Policy*

## **Policy 103.1-R Administrative Regulations Regarding Anti-Bullying and Anti-Harassment Investigation Procedures**

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### **Individuals who feel that they have been bullied or harassed should:**

1. If the individual is comfortable doing so, communicate to the bully/harasser that the individual expects the behavior to stop. If the individual wants assistance communicating with the bully/harasser, the individual should ask a teacher, counselor, or principal for help.
2. If the harassment does not stop or the individual does not feel comfortable confronting the bully/harasser, the individual should:
  - a. Tell a teacher, counselor, or principal;
  - b. Write down exactly what happened, keep a copy, and give another copy to the teacher, counselor, or principal including the following information:
    - What, when, and where the incident occurred;
    - Who was involved in the incident;
    - Exactly what was said or what the bully/harasser did;
    - Names of witnesses to the harassment;
    - What the victim said or did either at the time or later;
    - How the victim felt;
    - How the bully/harasser responded; and
    - Any additional information deemed pertinent.

### **FILING A COMPLAINT**

An individual who believes they have been bullied or harassed may file a complaint with the district's equity coordinators (hereinafter "investigators") who will investigate the complaint. *(Refer to [Policy 103.1-E1](#)) If the complainant is a school employee, after filing the complaint with the investigators, the employee may separately notify the parent or guardian of the student alleged to have been harassed or bullied.*

Equity Coordinator/Title IX Coordinator/Affirmative Action Coordinator:  
Karla Christian, Chief Officer of Human Resources  
Phone: 319-447-3036 / [kchristian@Linnmar.k12.ia.us](mailto:kchristian@Linnmar.k12.ia.us)

Equity Coordinator:  
Nathan Wear, Associate Superintendent  
Phone: 319-447-3028 / [Nathan.wear@Linnmar.k12.ia.us](mailto:Nathan.wear@Linnmar.k12.ia.us)

Equity Coordinator:  
Bob Read, Associate Superintendent  
Phone: 319-447-3028 / [bread@Linnmar.k12.ia.us](mailto:bread@Linnmar.k12.ia.us)

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

An alternate investigator will be designated in the event it is claimed that the district's equity coordinator(s) committed the alleged bullying or harassment, or some other conflict of interest exists.

Complaints shall be filed within 180 days of the event giving rise to the complaint or from the date the complainant could reasonably become aware of such occurrence. The complainant will state the nature of the complaint and the remedy requested. The complainant shall receive assistance as needed.

## **INVESTIGATION**

The school district will promptly and reasonably investigate allegations of bullying or harassment upon receipt of a written complaint. The equity coordinators (hereinafter "investigators") will be responsible for handling all complaints alleging bullying or harassment or appoint a qualified person to undertake the investigation. The investigators, along with the building principal, have the authority to initiate an investigation in the absence of a written complaint. (Refer to [Policy 103.1-E2](#))

The investigation may include, but is not limited to the following:

1. Interviews with the complainant and the individual named in the complaint ("respondent");
2. A request for the complainant to provide a written statement regarding the nature of the complaint;
3. A request for the respondent to provide a written statement;
4. Interviews with witnesses identified during the course of the investigation;
5. A request for witnesses identified during the course of the investigation to provide a written statement; and
6. Review and collection of documentation or information deemed relevant to the investigation.

The investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment as defined in board policy. Upon completion of the investigation, the investigator shall issue a report with respect to the findings and provide a copy of the report to the appropriate building principal, or to the superintendent if the investigation involved the building principal.

Following receipt of the Investigator's report the building principal may investigate further, if deemed necessary, and make a determination of any appropriate additional steps, which may include discipline. Prior to the determination of the appropriate remedial action the building principal may, at their discretion, interview the complainant and the respondent. At the conclusion of the additional investigation, the building principal will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the respondent, and the investigator shall receive notice as to the conclusion of the building principal's additional investigation. The building principal will maintain a log of information necessary to comply with Iowa Department of Education reporting procedures.

The complaint and identity of the complainant, the respondent, or witnesses shall only be disclosed as reasonably necessary in connection with the investigation or as required by law

or policy. Similarly, evidence uncovered in the investigation shall be kept confidential to the extent reasonably possible.

## **DECISION**

The investigators, building principal, or superintendent, depending on the individuals involved, shall inform the complainant and the accused about the outcome of the investigation. (Refer to [Policy 103.1-E3](#))

If, after an investigation, a student is found to be in violation of policy, the student shall be disciplined by appropriate measures, which may include suspension and expulsion. If after an investigation a school employee is found to be in violation of policy, the employee shall be disciplined by appropriate measures, which may include termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include removal from service and exclusion from school grounds.

Individuals who knowingly file false bullying and/or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, removal of service and exclusion from school grounds.

Reports of false complaints, false statements, or retaliation should be submitted to the district's equity coordinators.

It is the responsibility of the superintendent, in conjunction with the equity coordinators and building principals, to develop district procedures regarding anti-bullying/harassment. The superintendent [or designee] will also be responsible for organizing training programs for students, school employees, and volunteers regarding how to recognize bullying and harassing behavior and what do to if this behavior is witnessed.

The superintendent [or designee] is responsible for developing a process for evaluating the effectiveness of policy in reducing bullying and harassment and will report on the progress of reducing bullying and harassment to the school board.

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Adopted: 6/00

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

Revised: 7/13; 6/20

Related Policy (Code#): 103.1; 103.1-E1-E3; 401.1; 403.13; 500.1

IASB Reference: 104-R(1)

## Policy 204.1 Meetings of the School Board

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The regular meeting time and dates will be set by the board at the organizational meeting in odd-numbered years or at the annual meeting in even-numbered years.

Board meetings are normally scheduled for the second and fourth Mondays of the month when the school calendar allows. The board will adhere to the established meeting dates unless the additional meetings are required or, due to circumstances beyond the board's control, the meetings cannot be held on the regular meeting dates and the meetings will then be rescheduled in accordance with law and policy. Public notice of the meetings will be given, and board meeting dates and times will be posted on the district website upon board approval.

Meetings of the board are conducted for the purpose of carrying out the business of the school district. Only board members have the authority to make and second motions and vote on issues before the board. The board may establish rules for its own governance and determine the procedures that will be followed during board meetings. Meetings may be closed to the public to allow the board to discuss a specific topic as defined by law ([Policy 204.3 – Closed Sessions](#)).

Public notice will be given for meetings and work sessions held by the board. Public notice will indicate the time, place, date, and tentative agenda of board meetings. The public notice will be posted on public display **on an exterior facing door/window so that the community members may see the agenda when the building is physically closed** at the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion) at least three days before it is scheduled but, at the minimum, 24-hour notice needs to be given. A copy of the public notice, either electronic or print, will be provided to those who have filed a request for notice with the board secretary. A copy of the public notice will also be accessible electronically.

In the case of special meetings, public notice will be given in the same manner as for a regular meeting unless it is an emergency meeting. In that case, public notice of the meeting will be given as soon as practical and possible in light of the situation. The media and others who have requested notice will be notified of the emergency meeting electronically. Attendance at a special meeting or emergency meeting by the media or board members will constitute a waiver of notice.

It is the responsibility of the board secretary [or designee] to give public notice of board meetings and work sessions. The district's website is used to inform the public of future meetings and agendas.



## Policy 204.9 Public Participation in Board Meetings

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The board encourages public attendance and participation in its public meetings. The board has a significant interest in maintaining the decorum of its meetings and it is expected that members of the public and the board will address each other with civility.

In assuring the public is heard and board meetings are conducted efficiently and in an organized manner, the board has established a specific agenda item, *Audience Communications*, for the purpose of providing the public an opportunity to express their points of view on items related to school business. Audience communications will be taken under consideration and a response, if appropriate, may be issued at another time. Board members will not respond to or act on audience communications during the public meeting. Audience communications are limited to regular board meetings and will not be routinely offered during special meetings.

### **Audience Communications**

Audience communications are subject to the following regulations:

1. Time Limit: Speakers will limit their comments to three minutes unless the time limit is waived by the board president, or a majority of the board members present. When there are a large number of speakers to be heard, the board may shorten the allotted time.
2. Addressing the Board: The speaker will sign in upon arrival including their name, relationship to the district (ex: parent, resident, etc.), and topic of communication. The board president will then use the sign-in sheet to call each speaker to the podium in order of sign in. The speaker is asked to stand at the podium, state their name, and identify their relationship to the district. Only individuals recognized by the presiding officer will be allowed to speak and any comments by others are deemed out of order. All comments should be shared in a respectful manner. The district will not be responsible for any defamatory or potentially defamatory statements which may be made. Individuals who have a complaint about employees may bring their complaint to the board only after they have followed [Policy 1003.3 Complaints about School Personnel](#).
3. Receipt of Speaker Comments: Comments will be received by the board and, if appropriate or for clarification purposes, the board president or superintendent may seek additional information from the speaker. The board, at its discretion, may choose to place the speaker's topic on a future agenda or delegate any action to the appropriate administrator.
4. Conduct and Remarks Deemed Out of Order: Undue interruption or other interference with the orderly conduct of board business will not be allowed. Defamatory or abusive remarks are always deemed out of order. The board president or presiding officer may

terminate the speaker's comments if, after being called to order, they persist with improper conduct or remarks. If deemed disruptive, the individual(s) causing the disruption will be asked to leave the meeting.

5. Special Procedures: The board reserves the right to establish special procedures to deal with extraordinary issues or circumstances. If the decision is made not to include audience communications during a particular meeting, it will be noted on the board agenda which is posted at least 24 hours before the scheduled board meeting.

### **Petitions to Place a Topic on the Agenda**

~~Per Iowa House File 868, Section 31, 279.8B entitled, Petition School Board Meeting Agenda: "Upon receipt of a petition by eligible electors of a school district equal in number to at least 10 percent of the persons who voted in the last preceding election of school officials [per section 277.1] or 500 eligible electors, whichever is less, the board of directors of the school district shall place the proposal specified in the petition on the agenda of the next regular meeting of the school board or on the agenda of a special meeting held within 30 days of receipt of the valid petition filed in accordance with this subsection."~~

Individuals who wish for an item to be placed on the board agenda may submit a valid petition to the board. For a petition to be valid, it must be signed by at least 500 eligible electors of the district, or 10% of the individuals who voted in the last school election, whichever number is lower.

Upon receiving a valid petition to the board to place a proposal on the next board agenda for public hearing, the board will place the proposal identified in the petition on the agenda of the next regular meeting, or a special meeting held within 30 days of receipt of the petition. ~~During the public hearing,~~ The board will provide a sign-up sheet for all individuals who wish to speak on the proposal and individuals will be called to speak in order of sign-up. The sign-up sheet will require each individual to list their legal name and mailing address. Each speaker will be limited to an amount of time established by the board that is reasonable and necessary based on the number of speakers who have signed up. The same time limit will apply to all speakers on the proposal and each individual will be limited to one opportunity to speak. The board maintains absolute discretion on whether or not to discuss or act on the public comments made on the proposal. If a petition is related to curriculum, the district maintains discretion to determine whether to stop teaching the curriculum until the board holds the public hearing to discuss the petition.

For additional information on the development of school board agendas, refer to LMCSB [Policy 204.7 Board Meeting Agenda](#).

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Adopted: 3/72

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

Revised: 4/13; 8/14; 10/14; 9/21; 1/22; 2/22; 4/22

Related Policy: 204.1; 204.4; 204.7; 1003.3

Legal Reference (Code of Iowa): §§ 21; 22; 279.8; 279.8B

IASB Reference: 213

## Policy 401.5 Licensed Personnel Professional Development

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

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

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

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

For all professional development programs the district requires employees to take, the district will provide to the employee notice indicating the section of the law or rules adopted by the State Board of Education or Board of Educational Examiners that the district determines requires the employee to participate in the professional development program.

Requests for attendance or participation in staff development or professional growth workshops or courses during the contract day, other than those programs sponsored by the district, will be made to the superintendent [or designee] in writing. Approval by the superintendent [or designee] must be obtained prior to attendance in the selected workshop or course.

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

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Adopted: 8/89

Reviewed: 1/11; 12/11; 4/13; 9/14; 12/16; 4/20; 4/23

Revised: 11/05; 3/23

Related Policy: 401.14

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

IASB Reference: 408.01

Mandatory Policy



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

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

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

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

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Adopted: 7/79

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

Revised: 9/14; 12/16; 4/20; 10/22; 3/23

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: 402.02-03

## Policy 403.16-R Administrative Regulations Regarding Employee Records

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### Content of Employee Personnel Records:

1. Employee personnel records may contain the following information:
  - a. Personal information including but not limited to name, address, telephone number, emergency numbers, birth date, and spouse
  - b. Individual employment contract
  - c. Evaluations
  - d. Application, resume, and references
  - e. Salary information
  - f. Copy of the employee's license or certificate, if needed for the position
  - g. Educational transcripts
  - h. Assignment
  - i. Records of disciplinary matters
2. Employee health and medical records are kept in a file separate from the employee's personnel records. Health and medical records may contain, but are not limited to:
  - a. Medical professional signed physical form
  - b. Sick or long-term disability leave days
  - c. Worker's compensation claims
  - d. Reasonable accommodation made by the district to accommodate employee's disability
  - e. Employee's medical history
  - f. Employee's emergency contact names and numbers
  - g. Family and medical leave request forms
3. The following are considered public personnel records available for inspection:
  - a. The name and compensation of the individual, including any written agreement establishing compensation or any other terms of employment, except for that information that is otherwise protected. "Compensation" includes the value of benefits conferred including, but not limited to, casualty, disability, life or health insurance, other health or wellness benefits, vacation, holiday and sick leave, severance payments, retirement benefits and deferred compensation;
  - b. The dates the individual was employed by the government body;
  - c. The positions the individual holds or has held with the government body;
  - d. The educational institutions attended by the individual, including any diplomas and degrees earned, and the names of the individual's previous employers, positions previously held, and dates of previous employment;
  - e. The fact that the individual resigned in lieu of termination, was discharged, or was demoted as a result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion. "Demoted" or "demotion" means a change of an employee from a position in a given classification to a position in a classification having a lower pay grade; and

- f. Personal information in confidential personnel records of government bodies relating to student employees shall only be released pursuant to the Family Educational Privacy Rights Act (FERPA).

**Content of Applicant File Records:** Records on applicants for positions with the district are maintained in the Human Resources department. The records will include but not be limited to:

- Application for employment
- Resume
- References
- Evidence of appropriate license or certificate, if necessary, for the position for which the individual applied
- Affirmative action form, if submitted

**Record Access:** Only authorized school officials will have access to an employee's records without the written consent of the employee. Authorized school officials may include but not be limited to the superintendent, building principal, or board secretary. In the case of a medical emergency the school nurse or other first aid or safety personnel may have access to the employee's health or medical file without the consent of the employee. Board members will generally only have access to an employee's personnel file without the consent of the employee when necessary for conducting board business.

~~**Employee Record Retention:** All employee records except payroll and salary records are maintained for a minimum of one year after termination of employment with the district. Applicant records are maintained for a minimum of one year after the position was filled. Payroll and salary records are maintained for a minimum of three years after payment.~~

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Adopted: 5/01

Reviewed: 1/11; 12/11; 4/13; 9/14; 3/17; 4/23

Revised: 6/20

Related Policy: 403.16

Legal Reference (Code of Iowa): § 20-22; 91B

IASB Reference: 401.05-R(1)

## Policy 403.22 ~~Staff~~ Required Professional Development for Employees

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~~The Linn-Mar Board of Directors recognizes that well trained personnel are essential to effective performance, use of knowledge, and a productive learning environment. To meet the ever changing student needs staff development is viewed as necessary, systemic, and continuous to improving district programs and employee performance.~~

The Linn-Mar Board of Directors recognizes that appropriate training and professional development of all employees is crucial to the success of all students. The district will provide professional development opportunities appropriate to the duties of school employees.

The board, superintendent, administrators, and managers expect all employees to participate in a ~~staff~~ professional development program that is aligned with the district's strategic plan and improvement plan that is designed to develop and enhance staff performance.

Critical to this process is participant collaboration in the program. Therefore, the following elements will be part of the collaborative process for ~~staff~~ professional development:

- Assessment of the learning needs of employees;
- Prioritization of these needs so that individual and organizational needs are met simultaneously;
- Allocation of budget funds based upon these priorities;
- Provision of an appropriate variety of training opportunities;
- Assess the effectiveness of each development program; and
- Evaluation of the results to the Board of Directors.

The board is committed to the development of a comprehensive ~~staff~~ professional development program that ultimately improves employee performance and student achievement levels.

For all professional development programs the district requires employees to take, the district will provide to the employees notice indicating the section of law, or rules adopted by the State Board of Education or Board of Educational Examiners that the district determines requires the employee to participate in the professional development program.



## Policy 501.6 Non-Resident Students

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Students who are eligible to attend an Iowa public school but who are not legal residents of the district may be admitted into the district at the discretion of the superintendent upon application and payment of tuition. The tuition rate is the current per-pupil cost of the school district as computed by the board secretary and as authorized by the Iowa Department of Education.

Resident students whose families move from the district after the start of the semester and who wish to complete the semester in ~~the~~ their former resident district ~~may~~ will be permitted to attend ~~without the payment of tuition at the discretion of the superintendent and approval of the board.~~ Students who plan to open enroll to ~~the~~ their former non-resident district for the next school year may ~~complete the school year without approval of the superintendent or board~~ do so without approval of the board. ~~These students, other than students in grades 11 and 12, must have the recommendation of the building principal.~~

Students in grades 11 and 12 who are no longer residents of the district but were residents in the preceding school year, may continue to attend school until they graduate without the payment of tuition. These students may be required to identify an adult who resides in the district for the purposes of administration.

Non-resident students who are eligible to attend an Iowa public school and who have evidence they will become legal residents of the district prior to October 1<sup>st</sup> may be allowed to attend without payment of tuition.

## Policy 504 Student Health Services

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

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

- 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 Department of Public Health.
- Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis 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.

[Reference Iowa Senate File 2080 for additional information](#)

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Adopted: 2/21

Reviewed:

Revised:

Related Policy: 504.1 thru 504.12

Legal Reference (Code of Iowa): §§ 22.7; 139A.3, .8, .21; 143.1; 152; 256.7(24), .11; 279; 280.23; 281 IAC 12.3(4), (7), (11); 12.4(12); 12.8; 282 IAC 22; 641 IAC 7; 655 IAC 6; Senate File 2080

IASB Reference: 607.02

Mandatory Policy

## **Policy 504-R Administrative Regulations Regarding Student Health Services (New Policy)**

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### **Student Health Services**

Each school building may develop a customized student health services program based on its unique needs and resources. Scientific advances, laws, and school improvement necessitate supports to students with health needs to receive their education program.

Supports to improve student achievement include:

- a. Qualified health personnel;
- b. Superintendent, school nurse, and school health team working collaboratively;
- c. Family and community involvement; and
- d. Optimal student health services program with commitment to its continuing improvement.

Components provided within a coordinated school health program include:

- a. Health services;
- b. Nutrition;
- c. Healthy, safe environment;
- d. Staff wellness;
- e. Health education;
- f. Physical education and activity;
- g. Counseling, psychological, and social services; and
- h. Family and community involvement.

Student health services are provided to identify health needs; facilitate access to health care; provide for health needs related to educational achievement; promote health, well-being, and safety; and plan and develop the health services program.

### **Student Health Services Essential Functions**

1. Identify student health needs:
  - a. Provide individual initial and annual health assessments;
  - b. Provide needed health screenings;
  - c. Maintain and update confidential health records; and
  - d. Communicate (written, oral, electronic) health needs as consistent with confidentiality laws.
2. Facilitate student access to physical and mental health services:
  - a. Link students to community resources and monitor follow through;
  - b. Promote increased access and referral to primary health care financial resources such as Medicaid, HAWK-I, social security, and community health clinics; and
  - c. Encourage appropriate use of health care.
3. Provide for student health needs related to educational achievement:
  - a. Manage chronic and acute illnesses;
  - b. Provide special health procedures and medication including delegation, training, and supervision of qualified, designated school personnel;

- c. Develop, implement, evaluate, and revise Individual Health Plans (IHP) for all students with special health needs according to mandates in the *Individuals with Disabilities Education Act (IDEA)*, *Rehabilitation Act (Section 504)*, and *Americans with Disabilities Act (ADA)*;
  - d. Provide urgent and emergency care for individual and group illness and injury;
  - e. Prevent and control communicable diseases and monitor immunizations;
  - f. Promote optimal mental health;
  - g. Promote a safe school facility and a safe school environment; and
  - h. Participate in and attend team meetings as a team member and health consultant.
4. Promote student health, wellbeing, and safety to foster healthy living:
    - a. Provide developmentally appropriate health education and health counseling for individuals and groups;
    - b. Encourage injury and disease prevention practices;
    - c. Promote personal and public health practices; and
    - d. Provide health promotion and injury and disease prevention education.
  5. Plan and develop the student health services program collaboratively with the superintendent, school nurse, and school health team:
    - a. Gather and interpret data to evaluate needs and performance;
    - b. Establish health advisory council and school health team;
    - c. Develop health procedures and guidelines;
    - d. Collaborate with staff, families, and community;
    - e. Maintain and update confidential student health records;
    - f. Coordinate program with all school health components;
    - g. Coordinate with school improvement;
    - h. Evaluate and revise the health services program to meet changing needs;
    - i. Organize scheduling and direct health services staff;
    - j. Develop student health services annual status report;
    - k. Coordinate information and program delivery within the school and between school and major constituents;
    - l. Provide health services by qualified health professionals to effectively deliver services, including multiple levels of school health expertise such as registered nurses, physicians, and advanced registered nurse practitioners; and
    - m. Provide for professional development for school health services staff.

### **Expanded Health Services**

These additional health services address learning barriers and the lack of access to health care. Examples include school-based services in the schools, school-linked services connected to the schools, primary care, mental health, substance abuse, and dental health.

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Adopted:

Related Policy: 504

IASB Reference: 607.02; 607.02-R(1)

## **Policy 504.14 Student Disclosure of Identity (NEW POLICY)**

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It is the goal of the district to provide a safe and supportive educational environment in which all students may learn. As part of creating that safe educational environment, no employee of the district will provide false or misleading information to the parent/guardian of a student regarding that student's gender identity or intention to transition to a gender that is different from their birth certificate or certificate issued upon adoption.

If a student makes a request to a licensed employee to accommodate a gender identity, name, or pronoun that is different than what was assigned to the student in the student's registration forms or records, the licensed employee is required by Iowa law to report the request to an administrator. The school administrator receiving the report is required by Iowa law to report the request to the student's parent/guardian. This requirement also applies to all nicknames.

To maintain compliance with Iowa law and also provide efficiency in the reporting requirements listed above, the superintendent will provide the opportunity for parents and guardians to list in the student's registration paperwork any and all nicknames used for students.

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Adopted:

Reviewed:

Related Policy: 504.14-E1-E2

Legal Reference (Code of Iowa): SF496

IASB Reference: 503.07



**Policy 504.14-E1 Report of Student Disclosure of Identity (NEW POLICY)**

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Dear \_\_\_\_\_,  
(Parent/Guardian)

This letter is to inform you that your student \_\_\_\_\_  
(Student's name listed on school registration form)

has made a request of a licensed employee to: (Check all that apply)

\_\_\_\_\_ Make an accommodation that is intended to affirm the student's gender identity as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Use a name, pronoun, or gender identity that is different from the name, pronoun, and/or gender identity listed on the student's school registration forms.

The name, pronoun, or gender identity requested is: \_\_\_\_\_

If you would like to amend the student's registration paperwork to permit the student's requested accommodation and/or include the use of the above-referenced name/pronoun/gender identity, please complete the attached form (Refer to Policy 504.14-E2) and return it to the Student Support Services office (2999 N 10<sup>th</sup> Street, Marion, IA 52302).

Sincerely,

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date

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Adopted:

Related Policy: 504.14; 504.14-E2

Legal Reference (Code of Iowa): SF496

IASB Reference: 503.07-E(1)



**Policy 504.14-E2 Request to Update Student Identity (NEW POLICY)**

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\_\_\_\_\_ (Student's name on current school registration forms)

\_\_\_\_\_ (Date)

Please update my student's names, pronouns, and/or gender identities on my student's school registration paperwork to include all of the following:

Names: \_\_\_\_\_

Pronouns: \_\_\_\_\_

Gender Identities: \_\_\_\_\_

\_\_\_\_\_ Parent/Guardian Signature

\_\_\_\_\_ Date



## Policy 504.31 Administration of Medication to Students

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The board is committed to the inclusion of all students in the education program and recognizes that some students may ~~be required to take medications during the school day.~~ need prescription and nonprescription medication to participate in their educational program.

Medication shall be administered when the student's parent/guardian provides a signed and dated written statement requesting medication administration and the medication is in the original, labeled container, either as dispensed or in the manufacturer's container. Administration of medication may also occur consistent with board [Policy 504.32-Stock Prescription Medication Supply](#).

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

When administration of medication requires ongoing professional health judgement, an Individual Health Plan (IHP) ~~will~~ shall be developed by ~~an authorized practitioner with the student and the student's parent/legal guardian~~ licensed health personnel working under the auspice of the school with collaboration from the parent/guardian, individual's health care provider, or education team pursuant to 281.14.2(256). Students who have demonstrated competence in administering their own medications may self-administer their medication. A written statement by the student's parent/guardian shall be on file requesting co-administration of medication, when competence has been demonstrated. By law, students with asthma, airway constricting diseases, respiratory distress or students at risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written approval of the student's parent/guardian and prescribing licensed health care professional regardless of competency.

~~A physician's/dentist's signature is required for preschool through 4<sup>th</sup> grade students before any non-prescription medication will be given. Students in grades 5-12 with signed and dated authorization from the parent/legal guardian will be allowed a limited number of~~

~~standard dose acetaminophen or ibuprofen each school year. The standard dose of these two medications will be provided by Linn-Mar Health Services. Acetaminophen and ibuprofen will be given per board policy at the nurse's discretion. Frequent dosing may require a physician's order and the parent/legal guardian to supply the medication. All other over the counter medications for grades 5-12 must be supplied by a parent/legal guardian. The parent/legal guardian must supply any medications in liquid or chewable form or that differ from the standard dose the district supplies.~~

Persons administering medication ~~will~~ shall include authorized practitioners, such as licensed registered nurses and physicians, and persons to whom authorized practitioners have delegated the administration of medication, ~~such as the school nurse or in the nurse's absence a person~~ (who ~~has~~ have successfully completed ~~an administration of a medication administration~~ course ~~reviewed by State Department of Health~~ conducted by a registered nurse or pharmacist that is provided by the Department of Education). The medication administration course is completed every five years with an annual procedural skills check completed with a registered nurse or pharmacist. A record of course completion will be maintained by the school.

A written medication administration record will be on file including:

- Date;
- Student's name;
- Prescriber or person authorizing administration;
- Medication;
- Medication dosage;
- Administration time;
- Administration method;
- Signature and title of the person administering medication; and
- Any unusual circumstances, actions, or omissions.

Medication ~~will~~ shall be stored in a secured area unless an alternate provision is documented. ~~The development of emergency protocols for medication-related reactions is required. Medication information shall be confidential information as provided by law.~~

~~In accordance with the Code of Iowa, a student with asthma, airway constricting diseases, respiratory distress, or students with a risk of anaphylaxis who use epinephrine auto injectors, may possess and self administer their medication with the signed and dated approval of their parent/legal guardian and prescribing, licensed health care professional while at school or at school sponsored activities. If the student abuses the self administration policy, the permission to self administer may be withdrawn. The school district and its employees acting reasonably and in good faith will incur no liability of any injury arising from self administration of medication by the student. The student is responsible for maintaining self administration records.~~

~~The superintendent [or designee] will be responsible in conjunction with the school nurses to develop rules and regulations governing the administration of medications, prescription and non prescription, to students. Each student will be provided with the requirements for administration of medication at school.~~

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

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Adopted: 5/91

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

Revised: 4/12; 4/16; 10/17; 4/18; 6/20; 8/21; 3/23

Related Policy: 504.31-E1-E2; 504.32

Legal Reference (Code of Iowa): §§ 124.101(1); 147.107; 152.1; 155A.4(2); 280.16; 280.23; 655 IAC §6.2(152); 281 IAC §14.1, .2

IASB Reference: 507.02

*Mandatory Policy*

**Policy 504.31-E1 ~~Medication Permission Form~~ Parent/Guardian Authorization and Release Form for the Administration of Medication or Special Health Services to Students**

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~~To ensure compliance with Linn-Mar policy for administering medication at school, the following procedures must be followed:~~

- ~~• **ALL MEDICATIONS MUST BE DELIVERED TO AND FROM SCHOOL BY THE PARENT/LEGAL GUARDIAN IN THE ORIGINAL AND PROPERLY LABELED CONTAINER.** The container must include the following information: student name, medication, dosage, time, route, and physician. Written authorization and instructions must be provided by the parent/legal guardian for all medications. The school nurse will have the right to contact the prescribing physician to confirm or clarify medication instructions. The time of medication administration may need to be altered slightly to fit the student's schedule.~~
- ~~• For preschool through 4<sup>th</sup> grade students, a physician's/dentist's signature is required before any non-prescription, over the counter medications will be given. This includes acetaminophen, ibuprofen, cough medicines, etc. All medications administered for preschool through 4<sup>th</sup> grade students must be provided by the parent/legal guardian in their original and properly labeled containers.~~
- ~~• High school and middle school students (Grades 5-12), in accordance with Health Services protocols for common complaints of pain or illness, may have limited over the counter medications with written or PowerSchool eRegistration parental consent.~~
- ~~• Students in grades 5-12 will be allowed a limited number of standard dose acetaminophen or ibuprofen each school year. The standard dose of these two medications will be provided by Linn-Mar Health Services. Acetaminophen and ibuprofen will be given per board policy at the nurse's discretion. Frequent dosing may require a physician's order and the parent/legal guardian to supply the medication. All other over the counter medications for grades 5-12 must be supplied by the parent/legal guardian. The parent/legal guardian must supply any medications in liquid/chewable form or that are different than the standard dose the district supplies.~~
- ~~• If any medications remain after the last day of school, they will be discarded within 24 hours per federal and state laws.~~

Student Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Medication: \_\_\_\_\_ Dosage: \_\_\_\_\_ Time: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ For: \_\_\_\_\_ (Health condition)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

~~**Physician's/Dentist's Signature** required for non-prescription medications for students in preschool-4<sup>th</sup> grades.~~

Physician/Dentist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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~~**Consent for Release of Information:** I give permission for the parties named below to exchange written and verbal information with personnel at LMCSD regarding the above named student. If the medication is for attention or behavior concerns, LMCSD may send behavior checklists to the physician named below. This permission is for once school year.~~

~~**Specific authorization for release of information protected by state or federal law:**~~

~~Parent/guardian signature releases all information related to (Check appropriate items below):~~

\_\_\_\_\_ Mental health/psychological \_\_\_\_\_ Substance Abuse \_\_\_\_\_ Allergies \_\_\_\_\_ Asthma  
Other (specify): \_\_\_\_\_  
Physician/Facility: \_\_\_\_\_ Phone: \_\_\_\_\_  
Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student's Name (Last, first, middle): \_\_\_\_\_  
Birthday: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

- School medications and special health services are administered following these guidelines:
- a. Parent/guardian has provided a signed, dated authorization to administer prescription medication and/or provide special health services listed. Electronic signatures meet the requirement of written signatures.
  - b. The prescribed medication is in the original, labeled container as dispensed.
  - c. The prescription medication label contains the student's name, name of the medication, the medication dosage, time(s) to administer, route to administer, and date.
  - d. Authorization is renewed annually and as soon as practical when the parent/guardian notifies the school that changes are necessary.

Prescribed Medication: \_\_\_\_\_ Dosage: \_\_\_\_\_  
Route: \_\_\_\_\_ Time at School: \_\_\_\_\_

Special health services and instructions, if indicated:  
\_\_\_\_\_  
\_\_\_\_\_

Discontinue/Re-Evaluate/Follow-Up Date for prescribed medication or special health services listed.

Prescriber's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Prescriber's Credentials (when indicated for health service delivery): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Additional Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Policy 504.31-E2 Authorization – Asthma, Airway Constricting, or Respiratory Distress  
Medication Self-Administration Consent Form**

---

**Student Name (Last, First, Middle):** \_\_\_\_\_

**Grade Birthday:** \_\_\_\_\_ **School:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Medication:** \_\_\_\_\_ **Dosage:** \_\_\_\_\_

**Purpose for Medication (Health Condition):** \_\_\_\_\_

In accordance with applicable laws, students with asthma, airway constricting diseases, respiratory distress, or students at risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written approval of the student's parent/guardian and prescribing licensed health care professional regardless of competency. The following must occur for a student to self-administer asthma medication, bronchodilator canisters or spacers, ~~or~~ other airway constricting disease medication, or ~~for a student with a risk of anaphylaxis~~ to self-administer an epinephrine auto-injector:

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

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

Pursuant to state law, the ~~school~~ district and its employees are to incur no liability, except for gross negligence, as a result of injury arising from self-administration of medication or use of an epinephrine

auto-injector by the student. The parent/guardian of the student ~~will~~ shall sign a statement acknowledging that the school district is to incur no liability, except for gross negligence, as a result of self-administration of medication or an epinephrine auto-injector by the student as provided by law.

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### PRESCRIBER INFORMATION

Medication: \_\_\_\_\_ Dosage: \_\_\_\_\_

Route: \_\_\_\_\_ Time: \_\_\_\_\_

Purpose for Medication & Administration/Instructions ~~(Health Condition)~~:

\_\_\_\_\_  
\_\_\_\_\_

Administration Instructions: \_\_\_\_\_

Special Circumstances: \_\_\_\_\_

Discontinue/Re-Evaluate/Follow-Up Date: \_\_\_\_\_

Prescriber's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Prescriber's Address: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

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### PARENT/GUARDIAN AUTHORIZATION

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



Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell#: \_\_\_\_\_ Work#: \_\_\_\_\_

**Self-Administration Authorization Additional Information:**

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**Policy 504.31-E3 Parent/Guardian Authorization and Release Form for Independent Self Carry and Administration of Prescribed Medication or Independent Delivery of Health Services by the Student (NEW POLICY)**

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**Student's Name (Last, First, Middle):** \_\_\_\_\_

**Birthdate:** \_\_\_\_\_ **Building:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I request the above-named student (Parent/guardian initial below all that apply):**

\_\_\_\_\_ Carry and complete co-administration of prescribed medication, when competency has been demonstrated to licensed health personnel working under the auspices of the school. In accordance with applicable laws, students with asthma, airway constricting diseases, respiratory distress, or students at risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written approval of the student's parent/guardian and prescribing licensed health care professional regardless of competency. The information provided by the parent/guardian for medication administration is confidential as provided by the Family Education Rights and Privacy Act (FERPA) and any other applicable laws. I agree to provide safe delivery of the medication to and from school and to pick up remaining medication at the end of the school year or when medication is expired. If the student abuses the self-administration policy, the ability to self-administer may be withdrawn by the school or discipline may be imposed, after notification is provided to the student's parent/guardian.

Prescribed Medication: \_\_\_\_\_ Dosage: \_\_\_\_\_ Route: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_ Co-administer, participate in planning, management, and implementation of special health services at school and school activities after demonstration of proficiency to licensed health personnel working under the auspices of the school. The information provided by the parent/guardian for health service delivery is confidential as provided by the Family Education Rights and Privacy Act (FERPA) and any other applicable laws. I agree to coordinate and work with school personnel and the prescriber (if indicated) when questions arise. I agree to provide safe delivery of the student's equipment necessary for health service delivery to and from school and to pick up remaining equipment at the end of the school year.

Special Health Services Delivery: \_\_\_\_\_

Procedures for abandoned medication disposal shall be in accordance with applicable laws.

**Prescriber's Signature (and credentials when indicated for health service delivery):**

\_\_\_\_\_ Date: \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**Policy 504.31-E4 Parent/Guardian Authorization and Release Form for Administration of Voluntary School Stock of Over-the-Counter Medication to Students (NEW POLICY)**

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Student's Name (Last, First, Middle): \_\_\_\_\_

Birth day: \_\_\_\_\_ Building: \_\_\_\_\_ Date: \_\_\_\_\_

The district supplies the following nonprescription, over-the-counter medications that are listed below. Generic brands may be substituted (*Select all that apply*):

- Acetaminophen administered per manufacturer label
- Ibuprofen administered per manufacturer label

Voluntary school stock of nonprescription, over-the-counter medications are administered following these guidelines:

- a. Parent/guardian has provided a signed, dated annual authorization to administer of the nonprescription, over-the-counter medication(s) listed according to the manufacturer instructions. Electronic signature meets the requirement of written signature.
- b. The nonprescription, over-the-counter medication is in the original, labeled container and dispensed per the manufacturing label.
- c. All other nonprescription, over-the-counter medication not listed will require a written parent/guardian authorization and supply for the over-the-counter medication.
- d. Supplements are not nonprescription, over-the-counter medications approved by the Federal Drug Administration (FDA) and are **NOT** applicable.
- e. Nonprescription, over-the-counter medications approved by the FDA that require emergency medical service (EMS) notification after administration are **NOT** applicable.
- f. Persons administering nonprescription, over-the-counter medication include licensed health personnel working under the auspices of the school and individuals, whom licensed health personnel have delegated the administration of medication with valid certification who have successfully completed a medication administration course approved by the department and annual medication administration procedural skills check.
  - o Districts stocking the administration of a voluntary stock of nonprescription, over-the-counter medications, collaborate with licensed health personnel to develop and adopt a protocol shared with the parent/guardian to define at a minimum:
    - When to contact the parent/guardian when a nonprescription medication, over-the-counter medication is administered;
    - Documentation of the administration of the nonprescription, over-the-counter medication and parent/guardian contact;
    - A limit to the administration of a school's stock nonprescription, over-the-counter medications that would require a prescriber signature for further administration of a school's nonprescription, over-the-counter medications for the remaining school year; and
    - The development of an Individual Health Plan (IHP) for ongoing medication administration or health service delivery at school.

I request the above-named student receive the voluntary stock nonprescription, over-the-counter medications supplied by the school in accordance with the district guidelines and protocol.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## Policy 504.32 Stock Prescription Medication Supply

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

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

- a) Two epinephrine auto-injectors;
- b) Two bronchodilator canisters ~~or~~ and spacers; and
- c) ~~One~~ Two doses ~~of~~ naloxone or other opioid antagonist.

The supply of such medications shall be maintained in a secure, ~~dark, temperature-controlled location in each school building~~ easily accessible area for an emergency within the school building, or in addition to other locations as determined by the district.

The school nurse or trained and authorized personnel shall routinely check stock of medication and document in a log monthly:

1. The expiration date;
2. Any visualized particles or color change for epinephrine auto-injectors, or
3. ~~Any color changes~~ Bronchodilator canister damage.

The school nurse or trained and authorized personnel shall be responsible for ensuring the district replaces, as soon as reasonably possible, any logged epinephrine auto-injector, bronchodilator canister or spacer, or opioid antagonist that is ~~used~~ empty after use, damaged, or close to expiration, ~~discolored, or has particles visible in the liquid~~. The district shall dispose of stock medications and delivery devices in accordance with state laws and regulations.

**Training:** A school nurse or personnel trained and authorized may provide or administer any of the medications listed in this policy from a school supply to a student or individual if the authorized personnel or school nurse reasonably and in good faith believes the student or individual is having an anaphylactic reaction, respiratory distress, asthma or other airway-constricting disease, or opioid overdose. Training to obtain a signed certificate to become personnel authorized to administer an epinephrine auto-injector, bronchodilator canister or spacer, or opioid antagonist shall consist of the requirements of medication administration established by law and an annual anaphylaxis, asthma, other airway-constricting disease, opioid overdose training program approved by the Department of Education.

Authorized personnel will be required to **retake the medication administration course, training program, and** provide a procedural skills demonstration to the school nurse demonstrating competency in the administration of stock epinephrine auto-injectors, bronchodilator canisters or spacers, or opioid antagonist to retain authorization to administer these medications if the following occur:

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

**Reporting:** Authorized personnel will contact the school nurse or emergency medical services (911) immediately after a stock bronchodilator canister is administered to a student or individual. The school nurse retains accountability for professional nursing judgment with the administration of stock bronchodilator and whether to contact emergency medical services in accordance with Iowa law.

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

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

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

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

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

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Adopted: 4/16

Reviewed: 11/17; 12/20

Revised: 3/23; 4/23

Related Policy: 504.31; 504.31-E1-E2

Legal Reference (Code of Iowa): §§ 135.185, .190; 279.8; 281 IAC 14.3; 655 IAC 6.2(2)

IASB Reference: 804.05

## Policy 601.2 School Calendar

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The school calendar will accommodate the education program of the school district. The school calendar ~~will be~~ **is** for a minimum of ~~191 days or 1,215~~ **180 days of 1,080** hours and includes but ~~is not be~~ **is** limited to, the days for student instruction, staff development, in-service days, and teacher conferences. **Each year the minimum school calendar may include up to 5 days or 30 hours of instruction delivered primarily over the internet.**

~~The academic school year for students will be for a minimum of 180 days or 1,080 hours in the school calendar.~~ The academic school year for students ~~will~~ **shall** begin no sooner than August 23. Employees may be required to report to work **at the school district** prior to this date.

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

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

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

The board may amend the official school calendar when the board considers the change to be in the best interest of the school district's education program. The board ~~will~~ **shall** hold a public hearing on any proposed school calendar prior to adopting the school calendar.



## **Policy 602.27 Selection of Instructional Materials**

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

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

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

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

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

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

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

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

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Adopted: 12/73

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

Revised: 4/15; 3/23

Related Policy: 602.10-13; 602.27-R

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

IASB Reference: 605.01-03

*Mandatory Policy*

## Policy 602.27-R Administrative Regulations Regarding Selection of Instructional Materials

### **Responsibility for Selection of Instructional Materials**

- A. The board is responsible for materials relating to the district's instructional program.
- B. The responsibility for the selection of instructional materials is delegated to the professionally trained and licensed employees of the school system.
- C. While selection of materials may involve many people including administrators, teachers, teacher-librarians, students, parents, and community members, the responsibility for coordinating the selection of most instructional materials and making the recommendation for the purchase rests with licensed employees ~~including teacher librarian selection of materials for school libraries.~~
- D. Responsibility for coordinating the selection of instructional materials for distribution to classes will rest with the licensed employees, administrators, and superintendent.
- E. If the superintendent appoints an ad hoc committee to make recommendations on the selection of instructional materials, the ad hoc committee is formed and appointed in compliance with [Policy 203.8 Ad Hoc Committees](#).

1. The superintendent [or designee] will inform the committee of their role and responsibilities.
2. The following, or similar, statement is to be given to the ad hoc committee members:

*Bear in mind the principles of the freedom to learn and to read and base your decisions on these broad principles rather than on defense of individual materials. Freedom of inquiry is vital to education in a democracy.*

*Study thoroughly all materials referred to you and read available reviews. The general acceptance of the materials should be checked by consulting standard evaluation aids and local holdings in other schools.*

*Passages or parts should not be pulled out of context. The values and faults should be weighed against each other, and the opinions based on the material as a whole.*

*In the event material is challenged, your report, presenting both majority and minority opinions, will be presented by the principal to the complainant at the conclusion of our discussion of the questioned materials.*

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

- A. Religion: Materials will represent any religions in a factual, unbiased manner. The primary source material of religions is considered appropriate, but material which advocates rather than informs or is designed to sway reader judgment regarding religion will not be included in school libraries or classrooms.
- B. Racism: Materials will present a diversity of race, custom, culture, and belief as a positive aspect of the nation's and world's heritage and give candid treatment to unresolved intercultural problems including those which involve prejudice, discrimination, and the undesirable consequences of withholding rights, freedom, or respect of an individual.  
**Required materials will comply with all applicable laws.**
- C. Sexism: Materials will reflect sensitivity to the needs, rights, traits, and aspirations of individuals without preference or bias. **Required materials will comply with all applicable laws.**

- D. Age: Materials will recognize the diverse contributions of various age groups and portray the continuing contributions of maturing members of society.
- E. Ideology: Materials will present basic primary and factual information on an ideology or philosophy of government which exerts or has exerted a strong force, either favorably or unfavorably, over civilization or society, past, or present. The materials will not be selected with the intention to sway reader judgment and is related to the maturity level of the intended audience.
- F. Profanity and Sex: Material **complies with all applicable laws and** is subjected to a test of literary merit and reality by the teacher-librarians and licensed employees who will take into consideration their reading of public and community standards of morality.
- G. Materials regarding controversial issues will be directed toward maintaining a balanced collection representing various views.

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

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

### **Procedures for Selection**

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

1. The materials selected will support stated objectives and goals of the district. Specifically, the goals are:
  - a. To acquire materials and provide service consistent with the demands of the curriculum;
  - b. To develop student skills and resourcefulness in the use of libraries and learning resources;
  - c. To effectively guide and counsel students in the selection and use of materials and libraries;
  - d. To foster wide range of significant interests in students;
  - e. To provide opportunities for aesthetic experiences and development of an appreciation of the fine arts;
  - f. To provide materials to motivate students to examine their own attitudes and behaviors and comprehend their own duties and responsibilities as citizens in a pluralistic democracy;
  - g. To encourage life-long education through the use of the library; and
  - h. To work cooperatively and constructively with the instructional staff and administrators in the school and district.
  
2. Materials selected are consistent with stated principles of selection which are:
  - a. To select materials within established standards which will meet the goals and objectives of the district;
  - b. To consider the educational characteristics of the community in the selection of materials within a given category;
  - c. To present the ~~sexual~~ racial, religious, and ethnic groups in the community by:

1. Portraying people, adults and children, whatever their ethnic, religious, or social class identity as human and recognizable displaying a familiar range of emotions, both negative and positive.
  2. Placing no constraints on individual aspirations and opportunity.
  3. Giving comprehensive, accurate, and balanced representation to minority groups and women in art, science, history, literature, and in all other fields of life and culture.
  4. Providing abundant recognition of minority groups and women by frequently showing them in positions of leadership and authority.
- d. To intelligently, quickly, and effectively anticipate and meet needs through awareness of subjects of local, national, and international interest and significance; and
- e. To strive for impartiality in the selection process.

3. Materials selected will meet stated selection criteria which are:

- a. Authority/Author's Qualifications: Education, experience, and previously published works;
- b. Reliability:
  1. Accuracy: Meaningful organization and emphasis on content, meets the material's goals and objectives, and presents authoritative and realistic factual material.
  2. Current: Presentation of content which is consistent with the finding of recent and authoritative research.
- c. Treatment of Subject: Shows an objective reflection for the multi-ethnic character and cultural diversity of society.
- d. Language:
  1. Vocabulary:
    - a. Does not indicate bias by the use of words which may result in negative value judgments about groups of people ~~without meaning of context~~; and
    - b. Does not use "man" or similar limiting word usage in generalizations or ambiguities which may cause others to feel excluded or dehumanized.
  2. Compatible to the reading level range of the students for whom it is intended.
- e. Format:
  1. Books:
    - a. Adequate and accurate index;
    - b. Paper of good quality and color;
    - c. Print adequate and well-spaced;
    - d. Adequate margins;
    - e. Firmly bound; and
    - f. Cost.
  2. Non-Books:
    - a. Flexibility and adaptability;
    - b. Curricular orientation of significant interest to students;
    - c. Appropriate for audience;
    - d. Accurate, authoritative presentation;
    - e. Good production qualities (fidelity and aesthetically adequate);
    - f. Durability; and

- g. Cost.
  - 3. Illustrations of Books and Non-Book Materials:
    - a. Depicts instances of fully integrated groupings and settings to indicate equal status and non-segregated social relationships ~~(Exception would be primary sources used as reference documents);~~
    - b. Makes clearly apparent the identity of minorities; and
    - c. Contains pertinent and effective illustrations.
  - 4. Flexible to enable teachers to use parts at a time and not follow a comprehensive instructional program based on a rigid frame of reference, ~~unless appropriate to pedagogy.~~
- f. Special Features:
- 1. Bibliographies
  - 2. Glossary
  - 3. Current charts, maps, etc.
  - 4. Visual aids
  - 5. Index
  - 6. Special activities to stimulate and challenge students
  - 7. Provides a variety of learning activities, strategies, and skill development that can be anchored on standards for learning.
- g. Potential Use Considerations
- 1. Will it meet the requirements of reference work?
  - 2. Will it help students with personal problems and adjustments?
  - 3. Will it serve as a source of information for teachers and librarians?
  - 4. Does it offer an understanding of cultures other than the student's own and is it free of racial, religious, age, disability, ethnic, gender identity, and sexual stereotypes?
  - 5. Will it expand students' sphere of understanding and help them to understand the ideas and beliefs of others?
  - 6. Will it help students and teachers keep abreast of and understand current events?
  - 7. Will it foster and develop hobbies and special interests?
  - 8. Will it help develop aesthetic tastes and appreciation?
  - 9. Will it serve the needs of students with special needs?
  - 10. Does it inspire learning?
  - 11. Is it relevant to the subject?
  - 12. Will it stimulate a student's interest?
4. Gifts of library or instructional materials may be accepted if the gifts meet existing criteria for library and instructional materials. The acceptance and placement of such gifts is within the discretion of the superintendent [or designee].
5. In order to provide a current, highly usable collection of materials, teacher-librarians will ensure constant and continuing renewal of the collection, not only the addition of up-to-date materials but by the judicious elimination of materials which no longer meet district needs or are being used. The process of weeding instructional materials will be done according to established and accepted standards for determining the relevance and value of materials in a given context.

~~e. Procedure to start basic collection:~~

- ~~1. With the assistance of a reputable vendor in collaboration with the teacher-librarian, the collection will begin with the vendor's selected core collection~~

~~based on curriculum areas submitted by the teacher librarian. Additional titles will be added to the core collection using resources such as the American Library Association's Top 100 List, Children's Catalog, knowledge of children's authors and illustrators, Caldecott and Newbery Award-winning titles, and staff recommendations.~~

~~=~~

~~f. Procedures to add to the collection:~~

- ~~1. The teacher librarian will utilize a variety of selection aids including, Booklist, School Library Journal, Horn Book, newspaper reviews, Publisher's Weekly, Library Talk, School Media Journal, Sparks, Bulletin of the Center for Children's Books, Library Media Connections, Kirkus Reviews, publisher recommendations from adopted curricular areas (Science, Social Studies, Six Traits of Writing, etc.), and student and staff requests.~~
- ~~2. Consideration of district curriculum needs of the individual school and student.~~
- ~~3. Consideration of reading interests, abilities, and developmental levels of students using the library media center.~~
- ~~4. Literary quality of the materials.~~
- ~~5. Attractiveness and durability of the physical book and/or materials.~~
- ~~6. Assurance of use for the intended use, or appropriate requested use.~~

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Adopted: 12/73

Reviewed: 6/11; 5/12; 9/13; 1/18; 2/21

Revised: 4/15; 3/23

Related Policy: 602.10-13; 602.27

Legal Reference: SF496

IASB Reference: 605.01-R(1)



## **Policy 602.28 Instructional and Library Materials Inspection and Display**

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

Instructional and library materials may be viewed on district premises.

The district will publish on the district website a comprehensive list of all books available to students in libraries operated by the school district.

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

**Policy 602.28-E1 Request to Prohibit a Student From Accessing Specific Instructional and Library Materials (NEW POLICY)**

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Request to prohibit a student from checking out certain instructional materials to be submitted to the superintendent. *Please complete one form per student.*

**Request Initiated By:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of Student: \_\_\_\_\_

School: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Requestor's Relationship to Student: *(Must be parent/legal guardian)* \_\_\_\_\_

**Book or Other Printed Material to Prohibit Student from Accessing:**

Author: \_\_\_\_\_ Hardcover \_\_\_\_\_ Paperback \_\_\_\_\_ Other \_\_\_\_\_

Title: \_\_\_\_\_

Publisher (if known): \_\_\_\_\_

Date of Publication: \_\_\_\_\_

**Multimedia Material to Prohibit Student from Accessing:**

Title: \_\_\_\_\_

Producer (if known): \_\_\_\_\_

Type of Material (filmstrip, motion picture, etc.): \_\_\_\_\_

Requestor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Policy 604.6 School Library

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

Materials for the libraries will be acquired ~~according to~~ consistent with all applicable laws and [Policy 602.27 Selection of Instructional Materials](#). The district shall provide access to all parents and guardians of students enrolled in the district an online catalog of all books available to students in the school libraries. This access will be displayed on the district's website.

Any challenges to library materials will be handled following the process for handling challenges to instructional and library materials as established in [Policy 602.29 Objection to Instructional and Library Materials](#).

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

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

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Adopted: 3/99

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

Revised: 2/15; 3/23

Related Policy: 602.16; 602.16-R; 602.27; 602.27-R; 602.28; 602.28-E1; 602.29; 602.29-R; 602.29-E1

Legal Reference (Code of Iowa): §§ 256.7(24); 256.11(9); 279.8, .50; 280.6, .14; 301; 281 IAC 12.3(11), (12)

IASB Reference: 605.05

*Mandatory Policy*

## Policy 605.2 Testing Program

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

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

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

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

No student ~~shall be~~ is required as part of any applicable program funded by the United States Department of Education to submit, ~~without prior written consent from the student's parent, guardian, or legal custodian~~ to surveys, analysis, or evaluation which reveals information concerning: ~~the following~~

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

without the prior consent of the student (if the student is an adult or emancipated minor) or, in the case of an unemancipated minor, without the prior written consent of the ~~parent, guardians, or legal custodians.~~ parent.

Prior to an employee or contractor of the district providing information on a student enrolled in the district on any survey related to the social or emotional abilities, competencies, or characteristics of the student; the district will provide the parent/guardian of the student detailed information related to the survey and obtain written consent of the parent/guardian of the student. This includes the person who created the survey, the person who sponsors the survey, how the information generated by the survey is used, and how information generated by the survey is stored. This requirement will not prohibit a district employee from answering questions related to a student enrolled in the district as part of developing or implementing an Individualized Education Program (IEP) for the student.

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

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

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Adopted: 6/70

Reviewed 5/11; 2/15; 4/18; 6/21

Revised: 9/12; 10/13; 12/16; 6/20

Legal Reference (Code of Iowa): 280.3; 20 USC 1232h

IASB Reference: 505.04

### Policy 801.3 Transfer of Funds

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The board may loan monies between funds through an official board resolution. The resolution must specify the funds from which and to which the transfer will be made. The board will exercise this authority judiciously.

When the necessity for a fund has ceased to exist, or when the board is given authority to transfer categorical or other funds and has met the conditions of exercising the authority, the balance may be transferred to another fund or account or the expenditures may be directed by board resolution, as required. School district monies received for a specific purpose or upon vote of the people may only be transferred by board resolution when the purpose for which the monies were received has been completed or when authority to exercise local discretion to expend funds flexibility has been granted. Voter approval is required to transfer monies to the general fund from the capital projects fund and debt service fund unless state authority allows such a transfer without a vote.

If all requirements for district use of funds under the Preschool Foundation Aid, Professional Development Supplement, Home School Assistance Program, Teacher Leadership Supplement, or any discontinued fund have been met and funds remain unexpended and unobligated at the end of the fiscal year, the district may transfer all or a portion of remaining funds by passage of a board resolution into the district's flexibility account in accordance with law. Before the expenditure of amounts in the flexibility account, the district shall publish notice of the time, date, and place of a public hearing on the proposed resolution approving said expenditures. The board must find and certify that the statutory requirements of each original source of funds have been met before adopting the resolution approving the expenditures. The district will present a copy of the signed board resolution to the Department of Education.

The district may transfer by board resolution from the general fund to the student activity fund an amount needed to purchase or refurbish protective and safety equipment required for any extracurricular, interscholastic athletic contest or competition sponsored or administered by the Iowa High School Athletic Association (IHSAA) or Iowa Girls High School Athletic Union (IGHSAU).

If the before and after school program exceeds the amount necessary to operate the program, the excess amount may, following public hearing, be transferred by resolution of the school board for deposit into the general fund to be used for district general fund purposes. The district will present a copy of the signed board resolution to the Department of Education.

The district may choose to request approval from the School Budget Review Committee (SBRC) to transfer funds to make a program whole prior to its elimination.

A temporary transfer, a loan from one fund to another, will be at a rate of interest consistent with the state rate. The loan will be paid off by October 1<sup>st</sup> of the following fiscal year to which the loan was made.

It is the responsibility of the board secretary [or designee] to make recommendations to the superintendent and the board regarding loans and transfers and to provide supporting evidence for the transfer.

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Adopted: 6/70

Reviewed: 10/12; 5/15; 12/18

Revised: 7/10; 12/13; 9/21; 1/22

Legal Reference (Code of Iowa): §§ 24.21-22; 257.10; 279.8; 279.42; 298A; 289 IAC 6

IASB Reference: 701.02



**Policy 805.2 Care, Maintenance, and Disposal of Records**

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

<b>Record</b>	<b>Length of Time</b>
Secretary's financial records	Permanently
Treasurer's financial records	Permanently
Open meeting minutes of the Board of Directors	Permanently
Annual audit reports	Permanently
Annual budgets	Permanently
Permanent records of individual students	Permanently
School election results	Permanently
Real property records (e.g., deeds, abstracts, etc.)	Permanently
Records of payment of judgments against the district	20 years
Bonds and bond coupons	11 years, after maturity, cancellation, transfer, redemption, and/or replacement
Written contracts	<del>10</del> 11 years
Cancelled warrants, check stubs, bank statements, bills, invoices, and related records	5 years
Recordings and minutes of closed meetings	1 year
Program grants	As determined by the grant
Non-payroll personnel records	<del>10</del> 7 years after leaving the district
<b>Payroll personnel records</b>	<b>3 years after leaving the district</b>
Employment applications	2 years
Payroll records	3 years
School meal program accounts/records	3 years after submission of the final claim for reimbursement

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

Current employee records are housed in the central administration office of the district. Records of employees no longer working for the district can be stored in a secure off-site location. Employee records will be maintained by the superintendent [or designee], the building administrator, immediate supervisor, human resources director, and the board secretary.

The permanent and cumulative records of students currently enrolled in the district are housed in the central administration office of the attendance center where the student attends. Permanent records will be housed in a fire resistant safe or vault or electronically

with a secure backup file. The building administrator [or designee] is responsible for keeping these records current. Permanent records of students who have graduated or are no longer enrolled in the district will be housed in an appropriately safe and secure storage area or facility and will be retained permanently. These records will be maintained by the superintendent [or designee]. Special education records will be maintained in accordance with the law.

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

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Adopted: 6/99

Reviewed: 10/12; 12/18; 1/22

Revised: 5/15; 4/16

Related Policy: 403.16-16R; 505.61

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

IASB Reference: 708



**Policy 403.7-E1 FMLA Leave Request and Employee Obligation/Requirement Form**

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I, \_\_\_\_\_, request family and medical leave for the following reason(s):

*(Check all that apply)*

- For the birth of my child. (Employees will be required to use the following leaves if available and applicable: personal illness, family illness, personal days, and paid vacation.)
- For the placement of a child for adoption or foster care. (Employees will be required to use the following leaves if available and applicable: personal days and paid vacation.)
- To care for my child who has a serious health condition. (Employees will be required to use the following leaves if available and applicable: family illness, personal days, and paid vacation.)
- To care for my spouse who has a serious health condition. (Employees will be required to use the following leaves if available and applicable: family illness, personal days, and paid vacation.)
- To care for my parent who has a serious health condition. (Employees will be required to use the following leaves if available and applicable: family illness, personal days, and paid vacation.)
- Because I am seriously ill and unable to perform the essential functions of my position. (Employees will be required to use the following leaves if available and applicable: personal illness, personal days, and paid vacation.)
- Because of any qualifying exigency arising out of the fact that my spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. (Employees will be required to use the following leaves if available and applicable: personal days and paid vacation.)
- Because I am the \_\_\_spouse; \_\_\_son or daughter; \_\_\_parent; \_\_\_next of kin of a covered service member with a serious injury or illness. (Employees will be required to use the following leaves if available and applicable: family illness, personal days, and paid vacation.)

I understand that when the required paid leave has been used the remainder of the 12 weeks under the Family Medical Leave Act shall be unpaid.

I acknowledge receipt of information regarding my obligations under the family and medical leave policy of the district.

I request that my family and medical leave begin on \_\_\_\_\_, and I request leave as follows: *(Check one)*

**Continuous:** I anticipate that I will be able to return to work on \_\_\_\_\_

**Intermittent leave for the:**

- Birth of my child or adoption or foster care placement subject to agreement by the district.
- Serious health condition of myself, child, spouse, or parent when medically necessary.
- Because of any qualifying exigency arising out of the fact that my spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. (Employees will be required to use the following leaves if available and applicable: personal days and paid vacation).
- For the care of my \_\_\_spouse; \_\_\_son or daughter; \_\_\_parent; \_\_\_next of kin of a covered service member with a serious injury or illness. (Employees will be required to use the following leaves if available and applicable: family illness, personal days, and paid vacation).

Details of the needed intermittent leave:

\_\_\_\_\_  
\_\_\_\_\_

I anticipate returning to work at my regular schedule on \_\_\_\_\_

**Reduced work schedule for the:**

- \_\_\_ Birth of my child or adoption or foster care placement subject to agreement by the district.
- \_\_\_ Serious health condition of myself, child, spouse, or parent when medically necessary.
- \_\_\_ Because of any qualifying exigency arising out of the fact that my spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation (employees will be required to use the following leaves if available and applicable: personal days and paid vacation).
- \_\_\_ For the care of my \_\_\_ spouse; \_\_\_ son or daughter; \_\_\_ parent; \_\_\_ next of kin of a covered service member with a serious injury or illness (employees will be required to use the following leaves if available and applicable: family illness, personal days, and paid vacation).

Details of needed reduction in work schedule as follows:

\_\_\_\_\_  
\_\_\_\_\_

I anticipate returning to work at my regular schedule on \_\_\_\_\_.

I realize I may be moved to an alternative position during the period of the family and medical intermittent or reduced work schedule leave. I also realize that with foreseeable intermittent or reduced work schedule leave, subject to the requirements of my health care provider, I may be required to schedule the leave to minimize the impact on school operations.

While on family and medical leave I agree to pay my regular contributions to employer-sponsored benefit plans. My contributions shall be deducted from monies owed me during the leave period. If no monies are owed me, I shall reimburse the school district by personal check (cash) for my contributions. I understand that I may be dropped from employer-sponsored benefit plans for failure to pay my contribution.

I agree to reimburse the district for any payment of my contributions with deductions from future monies owed to me, or the district may seek reimbursement for payments of my contributions in court.

I acknowledge my obligation to provide medical certification within 15 days of filing this request for my serious health condition or that of a family member in order to be eligible for family and medical leave, and that I have received the appropriate medical form.

I acknowledge that if this request for leave qualifies as family and medical leave it will be deducted from my annual 12-week entitlement.

I acknowledge that the above information is true to the best of my knowledge.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Employee's Signature                      Date

Return to:  
Linn-Mar Community School District  
~~Cathy Gauger~~ Human Resources Office  
2999 North 10<sup>th</sup> Street, Marion, IA 52302  
Phone: 319-447- 3053 / Fax: 319-377-9252  
Email: ~~cgauger@linnmar.k12.ia.us~~



**Policy 403.7-E8 Medical Documentation of Absence**

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It is the practice of the Linn-Mar Community School District to require a fitness-for-duty certificate from their physician if an employee has been absent for one calendar week or more due to the employee's personal injury or illness, prior to reporting back to work.

Please see the attached job description to determine return to full duties or restrictions as necessary.

\_\_\_\_\_ may return to full duties without restrictions on \_\_\_\_\_.  
Employee Name Date

**OR**

Due to illness/injury on \_\_\_\_\_ (Date), this employee is not capable of performing the essential functions of their job.

Please indicate any restrictions below and the duration of the restrictions.

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Comments: \_\_\_\_\_  
\_\_\_\_\_

Anticipated date employee can return to full, unrestricted duty: \_\_\_\_\_

Physician's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Physician's Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Return form to:  
Linn-Mar Community School District  
~~Cathy Gauger~~ Human Resources Office  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
Phone: 319-447-3053 / Fax: 319-377-9252  
Email: [cgauger@linnmar.k12.ia.us](mailto:cgauger@linnmar.k12.ia.us)



INSPIRE LEARNING.  
UNLOCK POTENTIAL.  
EMPOWER ACHIEVEMENT.

**SCHOOL BOARD MINUTES  
JULY 10, 2023**

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

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

**200: ADOPTION OF AGENDA *Motion 001-07-23***

**MOTION** by Weaver to adopt the agenda with the walk-in exhibit. Second by Walker. Voice vote, all ayes. Motion carried.

**300: INFORMATIONAL REPORTS/DISCUSSIONS**

301: Safe Routes to Schools – Exhibits 301.1-2

Bob Read, Associate Superintendent, and Hilary Hershner, Urban/Regional Planner with Corridor Metropolitan Planning Org, reported on the Safe Routes to Schools initiative including an overview of the plan, timelines, and highlighted solutions. CFO/COO David Nicholson also shared an update on the recently communicated changes to district-offered transportation.

302: Marion City Council

Buchholz and Rollinger reported that during the June 22<sup>nd</sup> and July 6<sup>th</sup> Marion City Council meetings the only item approved pertaining to the district was a 58-60 unit housing development to be located north of East Robins Road.

303: Superintendent's Report – Exhibit 303.1

Superintendent Kortemeyer thanked everyone for making her transition smooth, shared a short construction update, and congratulated the baseball and softball teams for their recent successes.

**400: UNFINISHED BUSINESS**

401: Return-to-Learn Plan – Exhibit 401.1 ***Motion 002-07-23***

**MOTION** by Wall to approve the final, federally required review of the Return-to-Learn Plan as presented. Second by Walker. Rollinger requested all items included in the plan be removed. Voice vote. Ayes: Buchholz, Morey, Nelson, Walker, Wall, and Weaver. Nays: Rollinger. Motion carried.

402: Updated 2023-24 Student Fee Schedule – Exhibit 402.1 **Motion 003-07-23**  
**MOTION** Buchholz to approve the updated 2023-24 student fee schedule with the addition of the high school all sports pass and scan passes. Second by Weaver. Walker requested information on increase in all day event fee. Wear clarified this was a MV conference decision. Voice vote, all ayes. Motion carried.

**500: NEW BUSINESS**

501: Transfer of Funds – Exhibit 501.1 **Motion 004-07-23**  
**MOTION** by Wall to transfer \$23,594.90 from the General Fund to the Student Activity Fund to cover purchases which occurred between July 1, 2022 and June 30, 2023; for protective and safety equipment for extra-curricular /interscholastic contests or competitions. Second by Nelson. Voice vote, all ayes. Motion carried.

502: Legislative Priorities – Exhibit 502.1  
 President Morey facilitated a discussion on the board's 2023-24 legislative priorities; which are due to IASB on August 15, 2023. Board will give final approval during the August 14<sup>th</sup> meeting.

503: Open Enrollment Requests **Motion 005-07-23**  
**MOTION** by Buchholz to approve the open enrollment requests as presented. Second by Wall. Voice vote, all ayes. Motion carried.

Approved IN	Student Name	Grade	Resident District
	Dozier, Kaylee	11 <sup>th</sup>	Cedar Rapids CSD
	Thompson, Royce	12 <sup>th</sup>	Marion Independent
	Verheyen, Tatum	1 <sup>st</sup>	Alburnett CSD

**600: CONSENT AGENDA Motion 006-07-23**  
**MOTION** by Walker to approve the consent agenda with the walk-in exhibit. Second by Nelson. Rollinger drew attention to the GWAEA contracts beginning on July 1<sup>st</sup> prior to board approval. Voice vote, all ayes. Motion carried.

601: Personnel

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

Name	Assignment	Dept Action	Salary Placement
Axeen, Angie	HS: English Teacher	8/14/23	MA+15, Step 17
Ayangbile, Kari	BP: 5 <sup>th</sup> Gr Teacher	8/14/23	BA, Step 7
Barry, Debra	From EH Strategist to WE Instr Coach	8/17/23	Same
Becker, Kristin	From BW Strategist to OR Instr Coach	8/17/23	Same
Church, Kathryn	District: Home School Teacher	8/23/23	BA, Step 10
Dobney, Faith	From Sub Educator to BP 5 <sup>th</sup> Gr Teacher	8/17/23	Same
Gostonczik, Sarah	HP: 6 <sup>th</sup> Gr Teacher (No longer taking LOA for 2023-24)	6/27/23	Same
Hofer, Kristal	HS: Student Support Services Teacher	8/14/23	MA, Step 17
Hubler, Olivia	NE: Kindergarten Teacher	8/14/23	BA, Step 1
Jaeger, Jeanne	From NE Strategist to LG Instr Coach	8/17/23	Same



<b>Name</b>	<b>Assignment</b>	<b>Dept Action</b>	<b>Salary Placement</b>
Keeney, McKenna	EH: 1 <sup>st</sup> Gr Teacher	8/14/23	BA, Step 1
Klostermann, Emily	From Sub Educator to HP 5 <sup>th</sup> Gr Teacher	8/17/23	Same
Kurt, Madison	From Sub Educator to WE Student Support Services Teacher	8/17/23	Same
Loftsgard, Darci	BP: 5 <sup>th</sup> Gr Teacher	8/14/23	BA, Step 10
Luke, Annabelle	WF: 3 <sup>rd</sup> Gr Teacher	8/14/23	BA, Step 1
Martens, Kathryn	BP: 5 <sup>th</sup> Gr Teacher	8/14/23	BA, Step 1
Neighbor, Jenna	OR: 8 <sup>th</sup> Gr Math Teacher	8/14/23	BA, Step 1
Peterson, Lisa	HS: ATLAS Teacher	8/14/23	MA+15, Step 17
Pfeil, Rebekah	District: Home School Teacher	8/23/23	BA, Step 10
Rieken, Adalaine	EX: Social Studies/Science Teacher	8/14/23	BA, Step 1
Sellner, Alana	From LG to EX Student Support Services Teacher	8/17/23	Same
Shubert, TJ	From WF 3 <sup>rd</sup> Gr to BP 5 <sup>th</sup> Gr Teacher	8/17/23	Same
Smith, Hillary	HP: From 1.0 Paraprofessional to .5 Computer Science Teacher/.5 Para	8/17/23	BA+12, Step 1
Stobb, Lauren	From EX to BP Student Support Services Teacher	8/17/23	Same
Stoll, Abigail	EH: Art Teacher	8/14/23	BA+12, Step 13
Swick, Candace	From Sub Educator to OR Student Support Services Teacher	8/17/23	Same
Touro, Kelsey	From EX to BP Student Support Services Teacher	8/17/23	Same
White, Lauren	From EX Social Studies/Science to WF 4 <sup>th</sup> Gr Teacher	8/17/23	Same
Wolf, Amara	From Sub Educator to LG Student Support Services Teacher	8/17/23	Same

### **Certified Staff: Resignation**

<b>Name</b>	<b>Assignment</b>	<b>Dept Action</b>	<b>Reason</b>
Dvorak, Chris	HS: English Teacher	6/19/23	Relocation
Spratt, Tasha	HS: English Teacher	6/26/23	Other employment

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

<b>Name</b>	<b>Assignment</b>	<b>Dept Action</b>	<b>Salary Placement</b>
Anderson, Jami	NS: From BP to OR Lead Cook	8/17/23	Same
Berry, John	BW: Student Support Associate	8/17/23	LMSEAA II, Step 1
Breitbach, Layla	AC: Aquatic Instructor	6/12/23	\$11.00/hour
Bruns, Gabrielle	TR: Seasonal Help	6/20/23	\$12.00/hour
Bughenhagen, Mark	HS: From Student Supervisor to Attendance Facilitator	8/17/23	\$26.50/hour
Bussell, Paula	NS: From OR Lead Cook to WF Production Manager	8/1/23	\$18.50/hour
Chayer, Megan	NE: General Ed Assistant	8/14/23	LMSEAA I, Step 1
Clary, Emily	OR: Student Support Associate	8/17/23	LMSEAA II, Step 1
Cosgrove, David	HS: Student Supervisor	8/17/23	\$15.00/hour
Fenske, Jenna	District: Elementary Student Assistance Specialist	8/1/23	\$50,000/year
Gallagher, Diane	EX: Student Support Associate	8/17/23	LMSEAA II, Step 1
Hugg, Jarrett	OR: Student Support Associate	8/17/23	LMSEAA II, Step 1
Kriegel, Braydon	TR: Seasonal Help	6/20/23	\$12.00/hour
Krumm, Joseph	O&M: From HS to EH Custodian	6/12/23	Same
Manternach, Nicole	WE: Student Support Associate	8/17/23	LMSEAA II, Step 1

Name	Assignment	Dept Action	Salary Placement
Rodriguez, Suzanne	OR: Student Support Associate	8/17/23	LMSEAA II, Step 1
Stolba, Jackson	AC: Aquatic Instructor	6/12/23	\$11.00/hour
Tennyson, Jill	WE: Paraprofessional	7/5/23	LMSEAA V, Step 1
Walker, Dondrea	TR: From Bus Driver to Sub Driver	6/14/23	Same

#### **Classified Staff: Resignation**

Name	Assignment	Dept Action	Reason
Baldwin, Kim	WF: Student Support Associate	7/13/23	Other employment
Buckley, Kelly	WE: Paraprofessional	6/9/23	Other employment
Cope, Cheryl	NS: Ex General Help/Cashier	6/14/23	Retirement
Fisher, Cheyenne	LG: Student Support Associate	7/3/23	Personal
LeBlanc, Jason	O&M: WE Custodian	6/30/23	Other employment
Murugan, Hemamalini	EH: Student Support Associate	6/12/23	Personal
O'Donnell, Todd	TR: Bus Driver	6/21/23	Relocation
Peters, Kristina	NS: NE Production Manager	6/12/23	Other employment
VanDeHey, Bill	EH: Custodian	6/6/23	Other employment

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

Name	Assignment	Dept Action	Salary Placement
Becker, Kristin	HS: Girls Basketball Camp Instructor	6/12/23	\$500
Casebolt, Matt	HS: Boys Track Camp Instructor	6/5/23	\$500
Foster, Madison	HS: Assistant Cheer Coach	8/7/23	\$3,018
Hackett, Gordon	HS: Boys Track Camp Instructor	6/5/23	\$500
Hoffman, Kyle	HS: Boys Track Camp Instructor	6/5/23	\$1,500
Lippert, Jordan	HS: Girls Basketball Camp Instructor	6/12/23	\$500
Maher, Amanda	HS: Boys Track Camp Instructor	6/5/23	\$500
Rastetter, Kelsey	HS: Girls Basketball Camp Instructor	6/12/23	\$200
Rowland, Nicole	HS: Girls Basketball Camp Instructor	6/12/23	\$500
Thurston, Jennifer	HS: Girls Basketball Camp Instructor	6/12/23	\$500
Tompkins, Chad	HS: Girls Basketball Camp Instructor	6/12/23	\$500

#### **Co/Extra-Curricular Staff: Resignation**

Name	Assignment	Dept Action	Reason
Kastl, Kevin	HS: Asst Varsity Girls Soccer Coach	6/15/23	Personal
Noll, Hannah	OR: Head Cross Country Coach	6/30/23	Other employment
Noll, Hannah	OR: Asst Girls Track Coach	6/30/23	Other employment

602: Approval of June 12<sup>th</sup> Board Minutes – Exhibit 602.1

603: Approval of Bills/Warrants – Exhibit 603.1

604: Approval of Contracts/Agreements – Exhibits 604.1-9

1. Grant Wood AEA: Mentoring and Induction Consortium-Courtney East
2. Grant Wood AEA: Mentoring and Induction Consortium-Beth Goldberg
3. Grant Wood AEA: Mentoring and Induction Consortium-Jill Hazen
4. Grant Wood AEA: Mentoring and Induction Consortium-Leandra Pederson
5. Grant Wood AEA: Mentoring and Induction Consortium-Michelle Price
6. Grant Wood AEA: Mentoring and Induction Consortium-Amanda Zebuhr
7. For Sure Roofing: Change order # 1 for Oak Ridge roof project
8. Hand in Hand: Statewide Voluntary Preschool Program

9. Terracon Consultants: Material testing services for new admin building
10. Inter-agency agreements for Special Education instructional services with College Community (1) and Grant Wood AEA (1). *For student confidentiality, exhibits are not provided.*

605: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and board Policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *Items for sale: 19 bright sign digital signage players for \$1,500.*

606: Informational Financial Reports – Exhibits 606.1-2

1. School Finance and Cash Balance Reports as of May 31, 2022
2. School Finance and Cash Balance Reports as of May 31, 2023

**700: BOARD CALENDAR, COMMUNICATIONS, COMMITTEES/ADVISORIES**

701: Board Calendar & Communications

- Morey asked for interest in forming a board team for the LMSF Lion Games

Date	Time	Event	Location
July 25	2:00 PM	Board Retreat	Boardroom
July 30-Aug 5	All Day	LMSF Lion Games	Various locations
Date	Time	Event	Location
Aug 3	5:30 PM	Marion City Council (Wall)	City Hall
Aug 14	5:00 PM	Board Meeting	Boardroom
Aug 16	6:00-8:00 PM	Superintendent Meet & Greet	LMHS South Commons
Aug 17	7:30 AM	Staff Welcome Back Continental Breakfast	LMHS South Commons
Aug 17	8:00 AM	Staff Welcome Back Event	LMHS Main Gym
Aug 17	5:30 PM	Marion City Council (Nelson)	City Hall
Aug 28	5:00 PM	Board Meeting	Boardroom

702: Board Committees/Advisories

Committee/Advisory	2022-23 Board Representatives
Finance/Audit Committee (F/AC)	Buchholz, Morey, Weaver
Policy Committee	Morey, Nelson, Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, Wall

**800: AUDIENCE COMMUNICATIONS**

**900: MEETING ADJOURNMENT Motion 007-07-23**

**MOTION** by Walker to adjourn the meeting at 6:23 PM. Second by Wall. Voice vote, all ayes. Motion carried.

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Brittania Morey, Board President

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David Nicholson, Board Secretary/Treasurer

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SCHOOL BOARD WORK SESSION MINUTES  
JULY 10, 2023

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

The Linn-Mar Board of Directors work session was called to order at 6:40 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Kortemeyer, Nicholson, Christian, Ramos, Frick, Read, and Wear.

**200: ADOPTION OF AGENDA *Motion 008-07-23***

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

**300: Work Session**

President Morey facilitated a discussion on updating the district's Strategic Plan with the Board and Cabinet.

**400: Adjournment *Motion 009-07-23***

**MOTION** by Rollinger to adjourn the work session at 8:11 PM. Second by Weaver. Voice vote, all ayes. Motion carried.

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Brittania Morey, Board President

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David Nicholson, Board Secretary/Treasurer



INSPIRE LEARNING.  
UNLOCK POTENTIAL.  
EMPOWER ACHIEVEMENT.

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**SCHOOL BOARD RETREAT MINUTES  
JULY 25, 2023**

2:00 PM @ LRC Boardroom

**100: CALL TO ORDER**

The Linn-Mar Board of Directors retreat was called to order at 2:00 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Amy Kortemeyer and David Nicholson.

**200: BOARD WORK SESSION/RETREAT**

201: Iowa Associate of School Boards Discussion/Workshop

Tammi Drawbaugh, IASB Board Development Director, facilitated a discussion/workshop on board development with the Board of Directors, Superintendent Kortemeyer, and Board Secretary/Treasurer David Nicholson.

202: Strategic Plan Discussion

President Morey facilitated further discussion with the Board of Directors and Cabinet on the Strategic Plan. *The Cabinet joined the meeting at 4:00 PM.* Present: Christian, Frick, Ramos, Read, and Wear.

**300: ADJOURNMENT**

The board retreat adjourned at 5:30 PM.

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Brittania Morey, Board President

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David Nicholson, Board Secretary/Treasurer

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/11/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$23,802.60
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$387.07
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,655.26
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$387.07
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,655.26
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$198.14
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$669.80
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,005.26
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$39.91
Fund Total:		\$29,800.37
Fund: GENERAL		
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL	\$3,833.33
ACUTRANS	PROF SERV: EDUCATION	\$217.35
ADVANCE AUTO PARTS	TRANSP. PARTS	\$53.79
AGVANTAGE FS	PROPANE	\$2,730.06
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$738.97
ALBURNETT COMMUNITY SCHOOLS	TUITION IN STATE	\$88,310.60
ALBURNETT COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$413,659.20
ALLIANT ENERGY	ELECTRICITY	\$9,549.50
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$16,934.44
ANAMOSA COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$11,364.11
AT & T MOBILTY	INTERNET	\$1,254.85
BALANCE AUTISM	PROF SERV: EDUCATION	\$781.25
BRECKE	REPAIR/MAINT SERVICE	\$2,900.00
CAM COMMUNITY SCHOOL DISTRICT	TUITION IN STATE	\$4,001.16
CAM COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$86,305.16
CAMPBELL SUPPLY	GENERAL SUPPLIES	\$426.05
CARROLL CONSTRUCTION SUPPLY	GROUPS UPKEEP	\$304.92
CEDAR FALLS CSD	TUITION IN STATE	\$361.30
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$2,276.58
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$289,184.62
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$429,225.90
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$920.03
CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	\$23,733.84
CENTER POINT-URBANA HIGH SCHOOL	TUITION OPEN ENROLL	\$49,244.52
CENTRAL CITY COMMUNITY SCHOOL	TUITION IN STATE	\$10,908.33
CENTRAL CITY COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$34,092.31
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$271.22
CHIROPRACTIC OF IOWA	PHYSICALS	\$220.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$308.80
CITY OF MARION.	OTHER PROFESSIONAL	\$2,738.70
CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$34,471.12
CLEAR CREEK AMANA COMMUNITY SCHOOL	TUITION IN STATE	\$684.30

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/11/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
COLLECTION	EE LIAB-GARNISHMENTS	\$1,570.59
COLLEGE COMMUNITY SCHOOLS	PROF SERV: EDUCATION	\$3,006.14
COLLEGE COMMUNITY SCHOOLS	TUITION IN STATE	\$36,620.47
COLLEGE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$19,114.74
CR/LC SOLID WASTE AGENCY	GROUNDS UPKEEP	\$110.00
CRISIS PREVENTION INSTITUTE INC	PROF SERV: EDUCATION	\$1,549.00
DUBUQUE COMMUNITY SCHOOLS	TUITION IN STATE	\$54,753.04
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,696,139.98
FARMTEK	INSTRUCTIONAL SUPPLIES	\$1,781.09
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$430.78
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$17.85
GOODWILL OF THE HEARTLAND	INSTRUCTIONAL SUPPLIES	\$3,004.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$460.10
GRANT WOOD AEA	PROF SERV: EDUCATION	\$120.00
GRANT WOOD AEA	TUITION IN STATE	\$20,279.13
H2I GROUP	GROUNDS UPKEEP	\$1,490.00
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$328.00
HAWKEYE ENVIRONMENTAL	OTHER PROFESSIONAL	\$187.50
HENRY SCHEIN	GENERAL SUPPLIES	\$25.38
HOBART SERVICE	GENERAL SUPPLIES	\$396.61
HUT AMERICAN GROUP LLC	GENERAL SUPPLIES	\$51.91
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$54,374.05
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$232,495.97
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$54,374.05
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$232,495.97
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$312,545.47
IOWA CITY COMMUNITY SCHOOLS	TUITION IN STATE	\$667.70
IOWA COMMUNICATIONS NETWORK	COMPUTER SOFTWARE	\$11.08
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$29,474.04
IOWA ONE CALL	OTHER TECH SER	\$9.90
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$266,101.31
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$399,363.70
IOWA SHARES	EE LIAB-CHARITY	\$23.00
IOWA TESTING PROGRAMS	CONSUMABLE WORKBOOKS	\$21,190.25
ISFIS	OTHER PROFESSIONAL	\$2,829.00
JUICEBOX INTERACTIVE	COMPUTER SOFTWARE	\$270.00
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$91.00
KIRKWOOD COMM COLLEGE	PROF SERV: EDUCATION	\$22,648.58
KIRKWOOD COMM COLLEGE	TUITION IN STATE	\$42,416.46
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$822.12
LINN COUNTY REC	ELECTRICITY	\$34,242.23
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$70.00
LISBON COMMUNITY SCHOOL DISTRICT	TUITION IN STATE	\$25,232.40
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$3,510.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$9,324.33



Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/11/2023

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Vendor Name	Description	Check Total
MARCO TECHNOLOGIES, LLC	Copies	\$1,955.96
MARION INDEPENDENT SCHOOLS	Purchased Service from LEA	\$7,570.32
MARION INDEPENDENT SCHOOLS	TUITION IN STATE	\$471,710.68
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$1,691,590.51
MENARDS -13127	GENERAL SUPPLIES	\$84.82
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$30.01
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$458,773.61
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,870.00
MID AMERICAN ENERGY	NATURAL GAS	\$137.01
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$2,413.04
MIDWEST COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	\$4,392.79
MIDWEST WHEEL	TRANSP. PARTS	\$160.04
MINNESOTA ASSOC OF AG EDUCATORS (MAAE)	PROF SERV: EDUCATION	\$90.00
MT.VERNON COMM.SCHOOL DIST	TUITION OPEN ENROLL	\$26,516.21
NAPA AUTO PARTS	SHOP TOOLS/EQUIPMENT	\$1,150.63
NAPA AUTO PARTS	TRANSP. PARTS	\$450.41
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$60.46
REAMS SPRINKLER SUPPLY	GROUNDS UPKEEP	\$284.58
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$384.80
ROCK VALLEY PHYSICAL THERAPY CENTER	PROF SERV: EDUCATION	\$15,000.00
SOUTHEAST POLK COMM SCHOOL DISTRICT	TUITION IN STATE	\$44,255.17
SPRINGVILLE COMMUNITY SCHOOLS	TUITION IN STATE	\$11,238.56
SPRINGVILLE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$75,935.23
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$13.50
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$3,896.07
TO THE RESCUE	PROF SERV: EDUCATION	\$850.00
TOBII DYNAVOX LLC	INSTRUCTIONAL SUPPLIES	\$154.99
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$133,416.52
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$278.50
TYLER TECHNOLOGIES INC	DATA PROCESSING AND	\$680.00
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$123.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$54,257.55
WENDLING QUARRIES	GROUNDS UPKEEP	\$179.55
WOODWARD GRANGER COMM SCHOOL DIS	TUITION IN STATE	\$3,810.72
		Fund Total: \$9,149,740.47
Fund: LOCAL OPT SALES TAX		
TERRACON CONSULTANTS INC	ARCHITECT	\$4,310.77
		Fund Total: \$4,310.77
Fund: MANAGEMENT LEVY		
TRUENORTH COMPANIES, LC	Vehicle Insurance	\$653.00
		Fund Total: \$653.00
Fund: NUTRITION SERVICES		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$49.80
CITY LAUNDERING COMPANY	PROFESSIONAL	\$897.47

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/11/2023

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Vendor Name	Description	Check Total
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,520.95
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$82.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$352.56
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$82.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$352.56
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$239.24
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$663.43
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$995.64
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$12.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$21.27
MARCO TECHNOLOGIES, LLC	Copies	\$5.26
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$505.26
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$144.88
<b>Fund Total:</b>		<b>\$8,925.70</b>
<b>Fund: PHY PLANT &amp; EQ LEVY</b>		
DRYSPACE INC	CONSTRUCTION SERV	\$1,933.75
FISHER TRACKS INC	CONSTRUCTION SERV	\$13,850.00
FOR SURE ROOFING LLC	CONSTRUCTION SERV	\$404,890.48
HALL & HALL ENGINEERS INC	ARCHITECT	\$697.92
HAWKEYE FIRE & SAFETY COMPANY	CONSTRUCTION SERV	\$2,456.40
MIDWEST ALARM SERVICES	CONSTRUCTION SERV	\$1,329.00
<b>Fund Total:</b>		<b>\$425,157.55</b>
<b>Fund: PUB ED &amp; REC LEVY</b>		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,936.93
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$36.06
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$154.17
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$36.06
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$154.17
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$121.46
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$167.48
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$251.36
M&E PLASTIC REPAIR LLC	GROUNDS UPKEEP	\$2,300.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$5.83
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$352.59
MIRACLE RECEPTION EQUIPMENT	EQUIPMENT >\$5,000	\$7,314.68
TERRACON CONSULTANTS INC	ARCHITECT	\$3,251.98
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$87.99
<b>Fund Total:</b>		<b>\$16,173.26</b>
<b>Fund: SALES TAX REVENUE BOND CAP PROJECT</b>		
OPN ARCHITECTS, INC.	ARCHITECT FEES	\$34,789.10
<b>Fund Total:</b>		<b>\$34,789.10</b>
<b>Fund: STUDENT ACTIVITY</b>		
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$916.30

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/11/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$6,710.94
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$116.69
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$499.15
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$116.69
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$499.15
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$438.52
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$607.56
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$911.81
LRS PORTABLES OF IOWA	DUES AND FEES	\$241.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$181.81
VARSITY SPIRIT	GENERAL SUPPLIES	\$5,221.45
WEST MUSIC CO	GENERAL SUPPLIES	\$10.00

Fund Total: \$16,471.07

Grand Total: \$9,686,021.29

End of Report

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/10/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
BLACK HAWK SWIMMING ASSOCIATION	DUES AND FEES	\$3,629.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$24,590.34
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$492.12
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$2,104.26
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$492.12
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$2,104.26
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$898.40
IOWA CITY EELS SWIM CLUB, INC	DUES AND FEES	\$1,766.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$345.84
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$519.04
IOWA SWIMMING, INC (DES MOINES)	GENERAL SUPPLIES	\$50.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.51
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$509.00
SPLASH MULTISPORT	GENERAL SUPPLIES	\$1,600.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$342.64
UNIVERSITY OF IA	DUES AND FEES	\$2,056.00
Fund Total:		\$41,603.43
Fund: DEBT SERVICE		
UMB BANK, N.A.	OTHER PROFESSIONAL SERVICES	\$600.00
Fund Total:		\$600.00
Fund: GENERAL		
ADVANTAGE RECORDS MANAGEMENT	GENERAL SUPPLIES	\$233.74
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$470.50
ALLIANT ENERGY	ELECTRICITY	\$106,640.97
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$5,382.48
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$5.39
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$980.73
ASCD	DUES AND FEES	\$59.00
ASIFLEX	EE LIAB-FLEX DEP CARE	\$15,249.68
ASIFLEX	EE LIAB-FLEX HEALTH	\$41,343.93
AT & T MOBILTY	INTERNET	\$1,254.37
AUTO-JET MUFFLER	TRANSP. PARTS	\$112.38
B&B VENT CLEANING	OTHER PROFESSIONAL SERVICES	\$10,480.00
BRECKE	REPAIR/MAINT SERVICE	\$1,450.00
BURGESS GAYLA	STAFF TRAVEL	\$10.00
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$60.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$990.00
CARROLL CONSTRUCTION SUPPLY	GROUPS UPKEEP	\$23.48
CDW - GOVERNMENT	COMP/TECH HARDWARE	\$13,875.00
CEDAR RAPIDS TIRE	REPAIR PARTS	\$907.04
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$9,844.57
CENTURYLINK	TELEPHONE	\$1,938.86

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/10/2023

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Vendor Name	Description	Check Total
CHIROPRACTIC OF IOWA	PHYSICALS	\$110.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$308.80
CITY OF MARION	OTHER PROFESSIONAL SERVICES	\$10,940.00
CITYWIDE CLEANERS	OTHER PROFESSIONAL SERVICES	\$3,049.11
CORRIDOR MEDIA GROUP	GENERAL SUPPLIES	\$84.00
CR SIGNS, INC	GENERAL SUPPLIES	\$475.00
CR/LC SOLID WASTE AGENCY	GROUNDS UPKEEP	\$20.00
CROWBAR'S	TRANSP. PARTS	\$163.49
CULLIGAN	GENERAL SUPPLIES	\$300.60
DAVIES BETH	Professional Educational Services	\$152.58
DELTA DENTAL OF IOWA	ER LIAB-DENTAL INS	\$39,952.01
DPT SERVICES, L.L.C	TECH REPAIRS/MAINTENANCE	\$1,280.00
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL SERVICES	\$3,772.98
EWELL EDUCATIONAL SERVICES	INSTRUCTIONAL SUPPLIES	\$390.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$532,652.44
FRANKLIN COVEY	PROF SERV: EDUCATION	\$19,000.00
GALLAGHER BENEFIT SERVICES, INC	OTHER PROFESSIONAL SERVICES	\$2,000.00
GASWAY CO, J P	GENERAL SUPPLIES	\$2,677.77
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$2,733.58
IASB	DUES AND FEES	\$13,679.00
IMON COMMUNICATIONS LLC	INTERNET	\$360.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$4,656.01
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$11,105.92
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$47,486.95
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$11,105.92
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$47,486.95
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$77,279.74
INTERSTATE BILLING SERVICE	GENERAL SUPPLIES	\$1,112.77
INVOLTA	OTHER TECH SER	\$150.00
IOWA COMMUNICATIONS NETWORK	COMPUTER SOFTWARE	\$11.08
IOWA DIVISION OF LABOR	OTHER PROFESSIONAL SERVICES	\$450.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$33,546.97
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$50,347.14
ISBGA	DUES AND FEES	\$300.00
ISFIS	DUES AND FEES	\$4,061.25
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$312.32
K-12 TECHNOLOGY GROUP INC	COMPUTER SOFTWARE	\$2,500.00
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$1,674.00
LAURA MARTIN	GENERAL SUPPLIES	\$115.00
LINDER TIRE SERVICE INC	REPAIR PARTS	\$2,885.04
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$4,521.42
LINN CO-OP OIL	GASOLINE	\$1,772.92
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$768.00
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$155.00
LYNCH FORD	VEHICLE REPAIR	\$1,132.59

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/10/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2,747.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$2,427.14
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$204.00)
MARION WATER DEPT	WATER/SEWER	\$10,247.49
MEDIACOM	INTERNET	\$417.90
MEDIACOM	TELEPHONE	\$286.90
MENARDS -13127	GENERAL SUPPLIES	\$3,668.55
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$34.18
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$403.28
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$189,481.01
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$26,478.66
MHC Kenworth Cedar Rapids	TRANSP. PARTS	\$696.60
MID AMERICAN ENERGY	NATURAL GAS	\$1,500.74
MIDWEST WHEEL	TRANSP. PARTS	\$1,647.28
MORAN MICHAEL	STAFF WORKSH/CONF	\$121.00
NAPA AUTO PARTS	TRANSP. PARTS	\$320.67
NAVIGATE360,LLC	INSTRUCTIONAL SUPPLIES	\$1,398.40
NEWSELA, INC	COMPUTER SOFTWARE	\$8,900.00
OFFICE EXPRESS	OFFICE SUPPLIES	\$295.65
ORKIN PEST CONTROL	OTHER PROFESSIONAL SERVICES	\$835.00
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$295.47
POINTCORE GRAPHIC SOLUTIONS	INSTRUCTIONAL SUPPLIES	\$80.07
POWERSCHOOL GROUP LLC	COMPUTER SOFTWARE	\$53,195.88
PROJECT LEAD THE WAY	PROF SERV: EDUCATION	\$9,200.00
QUALITY CLEANING EQUIPMENT	SHOP TOOLS/EQUIPMENT	\$576.83
RECYCLING COMPLIANCE SPECIALISTS LLC	OTHER PROFESSIONAL SERVICES	\$1,292.20
ROUNDS TRACY	STAFF TRAVEL	\$38.85
SADLER POWER TRAIN	TRANSP. PARTS	\$606.10
SCHOOL ADMINISTRATORS OF IOWA	DUES AND FEES	\$37,249.00
SCHOOL DATEBOOKS	INSTRUCTIONAL SUPPLIES	\$1,904.58
SPRAY-LAND USA	GENERAL SUPPLIES	\$15.15
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,087.15
TERMINAL SUPPLY COMPANY	SHOP TOOLS/EQUIPMENT	\$206.61
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$717.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$275.46
TRANSEO	COMPUTER SOFTWARE	\$2,652.25
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$29,763.98
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS/MAINTENANCE	\$2,198.95
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$278.50
U.S. CELLULAR	TELEPHONE	\$204.20
U.S. POSTAL SERVICE (POSTAGE BY PHONE)	POSTAGE/UPS	\$10,000.00
URBAN EDUCATION NETWORK	DUES AND FEES	\$6,500.00
VERIZON WIRELESS	INTERNET	\$3,725.04
VERIZON WIRELESS	TELEPHONE	\$361.30
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$13,219.49

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/10/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
WEBER COMMUNICATIONS INC	OTHER PROFESSIONAL SERVICES	\$300.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$1,577.82
XELLO INC.	COMPUTER SOFTWARE	\$16,595.70
<b>Fund Total:</b>		<b>\$1,599,172.00</b>
<b>Fund: LOCAL OPT SALES TAX</b>		
B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$127,008.82
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$55,000.00
<b>Fund Total:</b>		<b>\$182,008.82</b>
<b>Fund: MANAGEMENT LEVY</b>		
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$926,002.17
TRUENORTH COMPANIES, LC	General Liability Insurance	\$90,621.00
TRUENORTH COMPANIES, LC	Professional Liability/Errors & Omissions	\$26,989.00
TRUENORTH COMPANIES, LC	Vehicle Insurance	\$142,823.00
TRUENORTH COMPANIES, LC	WORKERS COMP	\$106,917.00
<b>Fund Total:</b>		<b>\$1,293,352.17</b>
<b>Fund: NUTRITION SERVICES</b>		
CITY LAUNDERING COMPANY	PROFESSIONAL	\$159.40
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$11,484.95
FISH STACY	STAFF TRAVEL	\$198.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$226.50
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$968.48
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$226.50
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$968.48
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$1,309.67
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$527.42
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$791.54
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$17.08
OFFICE EXPRESS	GENERAL SUPPLIES	\$258.03
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$1,669.00
TOTAL K12, INC.	COMPUTER SOFTWARE	\$2,300.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$649.77
<b>Fund Total:</b>		<b>\$21,759.82</b>
<b>Fund: PHY PLANT &amp; EQ LEVY</b>		
BRIGHTLY SOFTWARE, INC	COMPUTER SOFTWARE	\$14,957.86
CRESCENT PARTS & EQUIPMENT CO., INC	CONSTRUCTION SERV	\$2,607.69
CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$5,194.70
ELECTRICAL ENGINEERING & EQUIPMENT CO.	BLDG. CONST SUPPLIES	\$17,193.44
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
FOR SURE ROOFING LLC	CONSTRUCTION SERV	\$148,503.05
IN TOUCH RECEIPTING	COMPUTER SOFTWARE	\$8,661.70
RATHJE CONST	CONSTRUCTION SERV	\$424,678.12
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$906.00

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/10/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
TERRACON CONSULTANTS INC	ARCHITECT	\$476.50
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$410.00
<b>Fund Total:</b>		<b>\$629,464.06</b>
Fund: PUB ED & REC LEVY		
B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$95,813.68
<b>Fund Total:</b>		<b>\$95,813.68</b>
Fund: SALES TAX REVENUE BOND CAP PROJECT		
PEAK CONSTRUCTION	CONSTRUCTION SERV	\$574,662.84
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$23,547.00
<b>Fund Total:</b>		<b>\$598,209.84</b>
Fund: STUDENT ACTIVITY		
BSN SPORTS	GENERAL SUPPLIES	\$889.20
CEDAR VALLEY WORLD TRAVEL	STAFF TRAVEL	\$1,510.00
CENTRAL COLLEGE	DUES AND FEES	\$16,200.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$130.00
CORRIDOR PHOTO BOOTHS	GENERAL SUPPLIES	\$200.00
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$182.50
DOERRING BRAD	OFFICIAL/JUDGE	\$132.48
ELITE SPORTS	GENERAL SUPPLIES	\$2,991.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$8,392.87
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$146.88
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$628.04
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$146.88
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$628.04
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$299.12
IOWA ASSOC.OF TRACK COACHES	DUES AND FEES	\$55.00
IOWA GIRLS COACHES ASSOCIATION	DUES AND FEES	\$115.00
IOWA HIGH SCHOOL ATHLETIC ASSOC	GENERAL SUPPLIES	\$50.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$597.55
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$896.80
JACOBS MICHAEL	OFFICIAL/JUDGE	\$131.10
LONGITUDE 91 PUBLICATIONS	GENERAL SUPPLIES	\$3,500.00
LRS PORTABLES OF IOWA	DUES AND FEES	\$207.25
MATTHIAS MAXIMILIAN	OFFICIAL/JUDGE	\$115.00
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES	\$35.00
MOE TONYA	STAFF TRAVEL	\$209.00
MONTICELLO SPORTS	GENERAL SUPPLIES	\$2,650.00
NHS/NASC/NASSP	DUES AND FEES	\$480.00
PAPA JOHNS PIZZA	GENERAL SUPPLIES	\$31.96
TJADEN LEIGHTON	OFFICIAL/JUDGE	\$132.48
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$66.46
TRESONA MULTIMEDIA, LLC	GENERAL SUPPLIES	\$2,380.00
VARSITY SPIRIT	GENERAL SUPPLIES	\$10,192.65
<b>Fund Total:</b>		<b>\$54,322.26</b>



# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 07/07/2023 - 08/10/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
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Grand Total: \$4,516,306.08

End of Report

# TRANSPORTANT

## Purchase Agreement

**Customer:** Linn-Mar Community Schools  
**Attention:** Brian Cruise, Director of Transportation  
[bcruise@linnmar.k12.is.us](mailto:bcruise@linnmar.k12.is.us)  
 490 62nd Street  
 Marion, IA 52302  
 (319) 447-3031

**Company:** Transportant, Inc.  
**Attention:** Martin Staples CEO  
 P O Box 14864  
 Lenexa KS 66285

PA # 2023-0711-01

PA Date: 07/11/2023

Prices Valid for 45 days from PA Date

### Services (Scope of Purchase and Subscription):

**Base Number of Buses/Vans Supported: \_\_\_\_\_ 70 \_\_\_\_\_**

Hardware	Description and Detail	Unit price	Buses	Pre-Discount	Discount	Total Price
Safest Level Bus Hardware for New Bus	Includes access to live video/audio, Cloud Storage, Driver "Copilot 2022" tablet, GPS, WiFi, Ridership and incident notifications, Parent App	\$2,999	53	\$158,947	10%	\$143,052
1 Camera	Included in hardware price for overall live view	\$0	53	\$0	0%	\$0
2 additional cameras	locations chosen by school (\$235 per camera)	\$470	53	\$24,910	0%	\$24,910
Stop Arm Video Solution- 2 cameras	Forward and rear facing cameras	\$675	53	\$35,775	0%	\$35,775
Safe Level Bus Hardware for New AM Buses	Includes access to live video/audio, Cloud Storage, GPS, WIFI	\$1,999	6	\$11,994	0%	\$11,994
1 Camera	Included in hardware price for overall live view	\$0	6	\$0	0%	\$0
2 additional cameras	locations chosen by school (\$235 per camera)	\$470	6	\$2,820	0%	\$2,820
Stop Arm Video Solution- 2 cameras	Forward and rear facing cameras	\$675	6	\$4,050	0%	\$4,050
Safe Level Bus Hardware for New Van	Includes access to live video/audio, Cloud Storage, GPS, WIFI	\$1,999	11	\$21,989	0%	\$21,989
1 Camera	Included in hardware price for overall live view	\$0	11	\$0	0%	\$0
<b>Total Hardware</b>				<b>\$260,485</b>		<b>\$244,590</b>
<b>Professional Installation</b>	<b>Description and Detail</b>					
Hardware Installation	Installation of Safe Level Hardware and 1 camera	\$475	70	\$33,250	0%	\$33,250
2 additional cameras	Installation according to school locations	\$150	59	\$8,850	0%	\$8,850
2 Stop Arm Cameras	Installation according to school locations	\$200	59	\$11,800	0%	\$11,800
Installation travel/site fee	Travel and site fee	\$2,200	1	\$2,200	0%	\$2,200
<b>Total Installation</b>				<b>\$56,100</b>		<b>\$56,100</b>
<b>Total Hardware and Installation</b>	<b>Summary of one-time investment</b>			<b>\$316,585</b>		<b>\$300,690</b>
<b>Annual Subscription Fees - First year is billed at installation and then annually each July</b>						
<b>High Resolution Safety Subscription</b>						
				<b>Cost Per Month</b>		
Monthly Carrier & Software Subscription with High Resolution Video Streaming	Provides cell and GPS data for high resolution live streaming of a Transportant cameras and unlimited Wi-Fi, unlimited users and software updates.	\$65	70	\$4,550	0%	\$4,550

**Total First Year Fees:**  
**\$ 244,950.30** Hardware Total (\$25,000 deposit received 6/26/23)  
**\$ 56,100.00** Professional Installation  
**\$ 54,600.00** Subscription and Software Licensing Fee  
**\$ 355,290.00 First Year Total**

**Total Recurring Annual Fees:**  
**\$ 54,600.00** subscription and software

### Terms and Conditions



**Subscription Term:** Customer's subscription term begins on First Productive Use (the "Effective Date") and shall continue for 48 months (the "Initial Term"). At the end of the Initial Term, the term shall automatically renew for successive 1 year periods (each, a "Renewal Term" and together with the Initial Term, the "Subscription Term"), unless either party provides written notice of non-renewal to the other at least 60 days prior to the start of a Renewal Term, at which point the Subscription Term shall end upon the end of the then -in-progress Initial Term or Renewal Term, as applicable. Future hardware purchases and annual subscription fees will be based on current market prices. For the avoidance of doubt, the warranty period(s), as discussed in Section 7 below, shall begin on the Effective Date and ends upon termination of this MSA.

**Payment Terms:**

Hardware Fees: Due within 30 days of the date of this PA and prior to delivery.

Installation Fees: Payment terms are Due 30 days from invoice date upon completion.

Subscription Fees: (a) Initial Term fees are due within 30 days of installation of a bus; (b) Renewal Term fees are due on the anniversary date of activation each subsequent year.

This legally binding Purchase Agreement (PA) is governed by, and incorporates by reference, and is subject to the terms of the Master Subscription Agreement of the Company attached hereto as Exhibit A (the "MSA"). **THE MSA CONTAINS A BINDING ARBITRATION PROVISION.** By signing below, Customer acknowledges and agrees that (a) it has had an opportunity to review the MSA; and (b) as a condition to Company's obligations hereunder, it agrees to the terms and conditions of the MSA. Capitalized terms used within this PA but not defined herein shall have the meanings given to them in the MSA. All Software and Hardware (as defined in the MSA) are provided on a time-based license in accordance with the terms of the MSA, and are not sold.

IN WITNESS WHEREOF, the parties hereto have executed this PA by persons duly authorized as of the date first below written.

CUSTOMER:

TRANSPORTANT, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brittania Morey

Name: \_\_\_\_\_

Title: Board President

Title: \_\_\_\_\_

Date: 8-14-2023

Date: \_\_\_\_\_

Bill to PO#: \_\_\_\_\_



# TRANSPORTANT

## MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“MSA”) is by and between Transportant, Inc., a Kansas corporation (“Company”), and the customer party named within Company’s Purchase Agreement (PA) (“Customer”). Company offers Hardware and Software to allow Customer to monitor, measure, and manage their transportation vehicles, as may be more particularly described within a PA (the “System”). The System is offered as a combination of hardware and software services which are provided as hardware as a service and software as a service (collectively, “SHaaS”), which is centrally hosted by Company and accessed by the Customer remotely via the web and via downloaded Software, as more fully set forth in this MSA.

**Supersedes Prior Agreements.** Other than with respect to the period covered by the Contract and Warranty Periods, this Agreement supersedes all prior agreements relating to the hardware and services previously purchased from Transportant.

1. **Services.** Subject to the terms of this MSA and Customer’s timely payment of all fees set forth in each PA (the “Fees”), Company shall, during the Subscription Term, (a) provide Customer access to the software (in object code format and as delivered by Company, together with all updates thereto, the “Software”) and hardware (as delivered by Company, the “Hardware”) products subscribed to in one or more Company statements of work signed by the Company and Customer (each, a “PA”), (b) if subscribed to within a PA, provide such support services (“Support Services”) in accordance with the service level agreement attached hereto as Schedule II (the “SLA”), and (c) if subscribed to within a PA, perform such installation services (“Installation Services”) in accordance with the terms of Section 6(b) of this MSA, and (d) if subscribed to within a PA, perform such training services (“Training Services”) in accordance with the terms of Section 6(c) of this MSA. “Services” means, collectively, the Software, Hardware, Support Services, Installation Services, and Training services which are subscribed to by Customer in a PA. Customer authorizes Company to provide the Services and agrees to pay the Fees. The Software is limited to the version of the Software in Company’s production environment. Company regularly updates the Software and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Nothing in this Agreement requires Company to provide access to major version upgrades of the Software to Customer. Company will provide the SaaS portion of the Services via the Internet by use of a Customer-provided browser. The Software will be hosted on a server that is maintained by Company or its designated third-party supplier or data center.

2. **Affiliates.** “Affiliate” means any entity including a corporation, company, partnership, limited liability company, or joint venture that directly or indirectly, through one or more intermediaries’ controls, is controlled by or is under common control with a party. Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, regardless of percentage, by contract or otherwise. Affiliates of Customer may enter into a PA with Company under this MSA on behalf of Customer and Company shall be entitled to rely on the execution of a PA by such Affiliate as binding on the contracting party. The contracting Affiliate may assume the rights, privileges, and protections of the original contracting party under this MSA with respect to the applicable PA; provided, that, the original contracting party, together with the Affiliate, shall remain liable for all obligations and duties of the Affiliate under the terms of this MSA.

3. **Term and Termination.** The term of this MSA (the “Term”) shall start upon the execution of the first PA by the parties and shall continue until 48 months, or until this MSA is otherwise terminated in accordance with the terms herein (the “Termination Date”); provided, that (a) a PA may be terminated by either party by delivery 60 days’ advance written notice to other prior to the start of any Renewal Term of such PA, in which case the PA shall terminate at the end of the then-in-progress Initial Term or Renewal Term, as applicable; or (b) this MSA may be terminated by either party at any time, other than during the Subscription Term of a PA. Company may also terminate this MSA at any time as expressly provided by any other provision of this MSA and upon 90 days’ advance written notice to Customer. Upon termination of this MSA, (aa) all Services shall terminate; (bb) Customer shall immediately pay any outstanding fees owed to Company as of the date of termination; and (cc) Customer shall immediately return to Company, at its cost, all Services, Company IP, Company Confidential Information, and other Company property of any type in its possession including the CoPilot, Attendant, and all in-bus cameras. Sections 3, 4, 5(a), 7(d), 8, 9, 10, 11(c), 12, and 13 shall survive termination of this MSA.

4. **Billing and Payment.** All Initial Term fees shall be paid to Company no later than 30 days following the date of execution of the PA. All Renewal Term fees shall be paid to Company by the date specified within the PA or, if no date is designated, no later than 30 days following the date of Company’s invoice for the same. Payment of fees is under no circumstances subject to or conditioned by the delivery of future products or functionality not expressly set forth in the PA. If Customer fails to make any payment of fees when due, (aa) Customer shall be in material breach of this MSA; (bb) Company may suspend any or all Services upon 10 days written notice to Customer; (cc) Company may modify the payment terms under a PA and request payment in full before any additional performance is rendered by Company; (dd) all past due balances shall accrue interest at a rate equal to the lesser of a 1.5% per month or the highest rate allowed by law until payment in full; and (ee) Company may terminate the PA under which the default exists, all PAs, and/or this MSA, upon written notice to Customer. All fees are exclusive of taxes. Customer agrees to pay any taxes, other than those based on Company’s net income, arising out of this MSA and the Services. If Customer is tax-exempt, Customer shall send Company a copy of its tax-exempt certificate upon execution of this MSA. Customer shall indemnify Company from any liability or expense, including attorneys’ fees, incurred by Company as a result of Customer’s failure or delay in paying taxes when due or any fees or other amounts payable under this MSA.

5. **Acceptable Use.**

a. Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties’ similar use; and (b) not violate or tamper with the security of any Company computer equipment or programs. If Company has reasonable grounds to believe that Customer is utilizing the Services for any illegal or disruptive purpose, Company may suspend or terminate the Services, this MSA, and all PAs, immediately with or without notice to Customer and all fees payable under all PAs shall become immediately due and payable. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access the Services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to or through the Services. If Company carries out procedures specified by Customer, Company expressly disclaims and shall be released from all liability for Company’s implementation of Customer’s procedures including Customer’s hiring and screening criteria and any of Customer’s practices that are discriminatory or otherwise in violation of applicable law. In particular, Customer is responsible for training any and all of its employees, independent contractors, bus drivers, and other personnel (each, a “Customer Affiliate”) on the extent of the Customer’s requirements. In the event that the Customer or a Customer Affiliate deviates from instructions and/or directors provided to it by either Customer or Company, the Customer shall be solely responsible and liable for any damages, fines, claims or losses that result from such deviation. Customer is solely responsible for determining the scope and extent of the Services provided by Company (subject to the other terms of this MSA and applicable PA), and Customer is entirely responsible for reviewing the Services provided by Company on Customer’s behalf to ensure compliance with Customer’s procedures. Company makes no attempt to determine or advise as to whether the Customer’s procedures comply with any statutory or regulatory requirements, including any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship,

gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent that Customer's procedures or criteria clearly violate any of these laws, Company reserves the right to refuse to implement such procedures or criteria. Company also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify Company of any unauthorized use of Customer's account or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

b. Any wireless internet connection services ("WIFI") that are provided to Customer will be provided solely by the applicable WIFI service provider (the "WIFI Provider"), and not Company and shall be conditioned upon Customer establishing an account with and executing such agreements with the WIFI Provider as may be directed by Company. Company shall have no responsibility for Customer's failure to access to the WIFI or for interruption in the Services caused by any interruption or disruption in the WIFI services. If Customer subscribes to "Unlimited In-Transit WIFI" services pursuant to a PA, such WIFI services (i) shall be used solely by Customer's students during the students' transit to and from Customer's school location and to and from the location of a school related function (such as sporting events and field trips) (a "Permitted Use"); (ii) shall not be used for connecting any third party devices used by Customer for internal communications, such as handset communication devices ("Communication Use"); and (iii) shall not be used as a "hotspot" (whether by Customer's students or any other person) while a bus is parked at any location ("Hotspot Use"). Company may monitor Customer's use of the WIFI services and Company's books and records shall be the definitive record of Customer's use of the WIFI services. Any use of the WIFI services other than for a Permitted Use (including for Communication Use or Hotspot Use) (a "Non-Permitted Use") shall require Customer to execute a change order (or new PA) with Company, to increase Customer's data usage limits with the WIFI Provider, and to pay to Company and the WIFI Provider such additional fees as may apply. Unless Customer and Company have executed a change order or new PA for a Non-Permitted Use that provides for an increase in the fees payable by Customer to Company for the WIFI services (and Customer has paid to Company such amounts), upon Customer's Non-Permitted Use, Company shall have the right to take one or more of the following actions (x) terminate this MSA and collect all amounts payable hereunder by Customer; (y) suspend Customer's access to the Services; and (z) avail itself of such other remedies that are available to Company by law.

## 6. Additional Service Terms.

a. Support Services. If Support Services are subscribed to within a PA, then the terms of the SLA (as defined in Schedule II) shall govern Company's delivery of such Support Services and the SLA shall be deemed to be incorporated within the body of this MSA. Subject solely to Company's obligations under the SLA (if Support Services are subscribed to within a PA), Customer shall be responsible for maintaining the System and performing routine maintenance on the System. Support Services shall only be provided as set forth in the SLA and for the warranted Services set forth in Section 7.

b. Installation Services. If Installation Services are subscribed to within a PA, then the terms in this Section 6(b) shall apply. Customer shall, in accordance with Company's direction, (i) make all buses available for Installation Services between the hours of 6 AM to 5 PM Central, (ii) maintain and make available to Company a designated workspace protected from weather with a working WiFi signal at which Company's installation team can work, and (iii) ensure that buses are promptly available for Installation Services, so as to avoid any lag time between bus installations. In the event that Customer fails to fulfill its obligations under this Section 6(b), then Customer shall pay Company for any delays caused in whole or part by such failure on a time and material basis at Company's then-applicable rates or at such other incremental rate set forth in the PA for such delays. Installation Services do not include de-installation of pre-existing systems. If such delays require Company to return to Customer's location after the projected completion date set forth in a PA or mutually agreed, then Customer shall pay to Company an additional \$400 per bus for each bus that requires Installation Services after such projected completion date in accordance with the terms of Company's invoice for the same. If multiple installation dates are mutually agreed the only incremental costs for an additional installation will be the incremental travel costs. If Customer elects to have Company de-install pre-existing systems (which shall be provided solely at Company's discretion), Customer shall pay Company for such services on a time and materials basis at Company's then-applicable rates in accordance with Company's invoice for the same. Company shall not be responsible (and Customer hereby releases and waives any claims against Company) for re-installing any pre-existing systems and shall not be responsible for any losses, damages, claims, liabilities, or expenses relating to the de-installation of pre-existing systems, including damage to the pre-existing systems, Customer's equipment, or Customer's data. Installation Services shall be subject to the availability of Company personnel and shall be deemed completed as determined by Company.

c. Training Services. If Training Services are subscribed to within a PA, then the terms in this Section 6(c) shall apply. All Training Services shall be provided at the rates set forth in the PA and at the times and in the manner prescribed by the Company, subject to the availability of company personnel. Customer shall be responsible for providing any Customer-specific training materials and information.

d. Transition Services. If Customer desires to transition Hardware or Software Services from an existing bus to a new bus (i.e., a bus that does not, at the time of transition, contain such Services) (a "Transition"), Customer shall perform the Transition only with a Company-trained technician. If Customer elects to perform the Transition itself, or use a non-Company-trained technician, then any support or assistance provided by Company for the Transition shall be provided on a time and materials basis and Customer shall pay Company an hourly rate of \$76 per hour per Company personnel that performs services remotely or \$600 per day, per bus, for Company personnel that perform services on-site, plus all travel expenses. Customer shall pay Company an activation fee of \$75 per bus for any Transition. Customer must purchase and pay for new looms, wiring, harnesses, and wiring kit for each bus engaged in a Transition, each in a form and condition acceptable to Company. Cold wiring is not permitted. Only existing Hardware shall be used for the new bus in the Transition and any new Hardware will require additional fees to be paid by Customer. All wiring must be installed prior to Hardware being Transitioned. Customer must notify Company once the Transition is complete and obtain a new system activation from Company. Customer shall provide Company prior written notice of a Transition as soon as possible. Company shall not be responsible for lost data due to late notice of any Transition.

## 7. Limited Warranties and Disclaimer.

a. Hardware. Company warrants that to the extent such items are subscribed to by Customer within a PA and are delivered by Company, that Company's CoPilot, Attendant, in-bus cameras, and other Hardware of Company that Company delivers to Customer shall be free from all material defects in workmanship under normal use and service, but will not necessarily be error free. Company's warranty period for such Hardware is as follows: CoPilot, Attendant, and in-bus cameras – 4 years; all other warranted Hardware – 1 year; with such periods to begin on the date of shipment. Provided that Customer provides Company written notice within the applicable warranty period and subject to the terms of this MSA, as Customer's sole and exclusive remedy, Company will replace any warranted Hardware that fails to meet the foregoing Hardware warranty. This warranty does not apply to (i) any Hardware that has been misused, neglected, altered, willfully abused, or that has been subject to water or other environmental damage or has been damaged due to improper installation by Customer or its agents or (ii) any ancillary components of Hardware and ordinary wear items (e.g. batteries, cables, brackets, cradles), or (iii) any Hardware that has been opened or modified by Customer, or for which the manufacturer's warranty has been voided by the actions of Customer. Only Hardware that has been installed in accordance with Company direction qualify for the foregoing warranty. If Hardware



is determined by Company to be damaged due to any of the aforementioned causes, Customer will be charged the price of a replacement unit plus shipping and handling. All third-party components are provided "as-is" without warranty of any kind.

b. **Installation Services.** Company warrants that to the extent Installation Services are subscribed to by Customer within a PA are delivered by Company, that Company's Installation Services shall be performed in a good, workmanlike manner (assuming normal use and service of the Services), but will not necessarily be error free. Company's warranty period for Installation Services shall be for 90 days following Company's delivery of Installation Services. Provided that Customer provides Company written notice within the applicable warranty period and subject to the terms of this MSA, as Customer's sole and exclusive remedy, Company will re-perform such Installation Services that fail to meet the foregoing Installation Services warranty. The foregoing warranty shall be null and void if Customer modifies Company's setup or the Software (or performs a Transition itself or with non-Company-trained technicians) or damages the Software or Hardware, in which case any repair, re-performance, or replacement by Company shall be provided at Customer's cost and Customer shall promptly pay to Company (i) an hourly rate of \$60 per hour per Company personnel, (ii) all of Company's costs and expenses incurred in the course of such repairs, re-performance, or replacements, and (iii) if on-site visits are needed, as determined by Company, a daily rate of \$500 per day, plus travel expenses, for each day that such repairs, re-performance, or replacements occur.

c. **Software.** All Software is provided "as-is" without warranty of any kind. Any support, maintenance, or consulting services provided by Company for Software shall be provided on a time and materials basis and all travel costs and expenses shall be promptly reimbursed by Customer.

d. **Disclaimer.** Notwithstanding anything to the contrary herein, none of the foregoing warranties shall apply, and Company hereby disclaims any responsibility or liability for, any item or matter listed as an excluded support obligation within the SLA. EXCEPT TO THE EXTENT PROVIDED OTHERWISE BY THE LIMITED WARRANTIES SET FORTH IN THIS [SECTION 7](#), (X) ALL SERVICES PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND AND COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, ACCESSIBLE, TIMELY, SECURE, OR OTHERWISE MEET CUSTOMER'S EXPECTATIONS, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS, AND (Y) THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, UPTIME, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR SUFFICIENCY OF SUCH DATA. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8. **Limitation of Liability.** IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY DAMAGES, LOSSES OR CLAIMS RESULTING FROM ACTIONS BY CUSTOMER OR CUSTOMER AFFILIATES MADE WHILE USING ANY OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY RE-ROUTES OR DEVIATIONS MADE BY CUSTOMER OR CUSTOMER AFFILIATES FROM ANY PRE-APPROVED ROUTES OR OTHER INSTRUCTIONS AND/OR DIRECTIONS SO GIVEN BY EITHER COMPANY OR CUSTOMER. IN PARTICULAR, CUSTOMER IS SOLELY LIABLE AND RESPONSIBLE FOR TRAINING ALL CUSTOMER AFFILIATES, INCLUDING TRAINING ON HOW TO PROPERLY HANDLE RE-ROUTES, ROUTE DEVIATIONS OR VARIATIONS, AND IS FURTHER SOLELY LIABLE AND RESPONSIBLE FOR ANY OUTCOME STEMMING FROM A CUSTOMER'S DISREGARD OF SUCH TRAINING OR OF NOTIFICATIONS ABOUT UNAPPROVED ROUTES OR ACTIONS, IF ANY ARE GIVEN. ANY RE-ROUTES OR DEVIATIONS FROM THE PRE-APPROVED ROUTES WILL BE MADE AT CUSTOMER'S OWN RISK. COMPANY'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH MSA WILL NOT EXCEED, IN ANY EVENT, THE AMOUNT PAID TO COMPANY BY CUSTOMER DURING THE IMMEDIATELY PRECEDING 12 MONTH PERIOD TO THE EVENT GIVING RISE TO THE CLAIM. ANY CLAIM OR CAUSE OF ACTION BROUGHT AGAINST COMPANY WILL NOT BE VALID UNLESS BROUGHT WITHIN 12 MONTHS OF THE EVENT GIVING RISE TO THE CLAIM.

9. **Confidentiality.** "**Confidential Information**" means any non-public proprietary or confidential information about a party's business, affairs, products, trade secrets, and other sensitive proprietary information that a reasonable person would deem to be confidential based on the type of information disclosed and the method of disclosure and includes, Company's forms and Software, the technical aspects of its SaaS offering, and the terms of this MSA. Each party agrees that it (a) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this MSA; (b) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this MSA; (c) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care; and (d) except for one copy retained solely for archival purposes (and, with respect to Customer, solely if such copy is required by law), shall return the other party's Confidential Information upon the termination of this MSA. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (aa) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order; and (bb) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information. Information is not Confidential Information if (xx) it was known by the receiving party prior to receipt from the disclosing party; (yy) has become publicly known, except through breach of this MSA; or (zz) is independently developed without reference to the disclosing party's Confidential Information.

10. **Customer Responsibilities.** Customer is solely responsible for the content of communications transmitted by Customer using the Services and for all data gathered by the Services, as well as all necessary consents or approvals required for Customer's use of the Services (including any and all consents required to be obtained pursuant to the Children's Online Privacy Protection Act ("**COPPA**") and Family Educational Rights and Privacy Act of 1974 ("**FERPA**"). Customer shall provide all parents and legal guardians with the legally required disclosures regarding the use and disclosure of Customer Data that may contain the data of their child. Customer shall execute and deliver to Company, upon execution of this MSA, the consent form attached hereto as [Schedule I](#) (the "**Consent Form**"). Customer shall defend, indemnify, and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from or in connection with (a) any and all third-party or governmental claims based upon the content or method of any Customer communications or data gathered by the System; (b) Customer's use of the Services other than in accordance with Company's direction; (c) Customer's failure to execute and deliver to Company the Consent Form, and to secure any legally required consents from guardians of minors whose data is gathered by the Services; and (d) Customer's breach of this MSA, including [Section 11](#). Customer may not resell or sublicense the Services. Customer shall use the Services only for lawful purposes. Customer shall be responsible for all security procedures necessary to limit access to

the Services to Customer's authorized users and shall maintain a procedure external to the Services for the reconstruction of lost or altered files, data, or programs. Customer shall establish designated points of contact with sufficient decision-making authority to interface with Company.

11. **Rights Granted.**

a. Subject to the terms of this MSA, Company grants to Customer a limited, non-exclusive, personal, non-transferable, and non-sublicensable right to access the Services (with any Software only in object code form) during the Subscription Term solely for Customer's internal use. If the Services utilize third-party software necessary for Customer's use, Company grants to Customer a non-exclusive sublicense to use the third-party software solely in accordance with the applicable third-party provider's license and end-user terms. All warranties, if any accompany third-party software, are not the responsibility of Company and are solely the responsibility of the third-party supplier.

b. Customer shall not (i) sell, market, rent, sub-license, or license any aspect of Company's Services or IP or otherwise use the Services for any purpose other than as specifically provided in this MSA; (ii) use the Services for any purpose other than the Services' intended purpose and in accordance with Customer's scope of subscription set forth in the applicable PA; (iii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Services in whole or in part, for competitive purposes or otherwise (iv) allow access to, provide, divulge or make available the Services to any user other than those who have licenses to access; (v) write or develop any derivative works based upon the Services; (vi) modify, adapt, translate, or otherwise make any changes to the Services or any part thereof; (vii) use the Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (viii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Services; or (ix) remove from the Services identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. Customer obtains no ownership rights or any other rights in the Company Services or IP related thereto, other than as specified in this MSA. Company may audit Customer's systems to ensure compliance with any scope of use limitations in this MSA or a PA.

c. The Services are being licensed, not sold, to Customer. All right, title and interest in and to the Services, and all IP or proprietary rights therein, including all Work Product, improvements, and modifications thereto (including all Software utilized or delivered pursuant to the Services), belong exclusively to, shall pass in their entirety to, and Customer hereby assigns all right, title, and interest Customer may have in and to the same, including any so-called "moral rights" or rights of droit moral, to Company, free and clear of all liens, claims, security interests, or encumbrances. Customer shall execute such further documentation and assignments as may be required by Company from time to time to give full legal effect to this Section 11(c).

12. **Customer Data.** As between Customer and Company, all data collected, stored, or generated through Customer's use of the Services (including student and driver ridership data, route data, identification, and geolocation data) (the "Customer Data") is owned by Customer and shall be held as confidential, subject to the rights granted to Company hereunder. Company will delete and destroy all copies of Customer Data once this MSA is terminated other than one copy kept solely for archival purposes or as otherwise permitted by the terms of this MSA; provided that all students' personally identifiable information that must be permanently and irrecoverably deleted by applicable law shall be deleted by Customer. Customer may receive a backup copy of Customer Data prior to deletion upon request, subject to the same deletion requirements. Notwithstanding the foregoing, Customer hereby grants to Company an irrevocable, exclusive, perpetual, world-wide, and royalty-free right and license to reproduce, use and distribute, subject to § 99.33(a) of FERPA, all Customer Data (a) as necessary for Company to provide the Services; or (b) on an aggregated and de-identified basis, for statistical analysis about the performance and use of the Services including access times, benchmarking results, functionality use, and other statistical and performance data for any legal purpose including analysis and incorporation of the such data in databases, reports, comparative data sets, scores or scoring systems generated therefrom, and the creation and distribution of works and derivative works. Customer represents and warrants to Company that Customer is and shall be, at all times during the term of this MSA, in compliance with all applicable laws, including COPPA, FERPA, the Protection of Pupil rights Amendment ("PPRA"), and all other applicable data privacy laws. Customer shall be responsible for obtaining any legally required parental or student consents with respect to any Customer Data that is subject to COPPA, FERPA, PPRA, or other data privacy laws, and shall ensure that the Customer Data is maintained in accordance with such laws. In the event that any use of Customer Data fails to comply with COPPA, FERPA, PPRA, or other data privacy laws, or is deemed by Company to be pornographic, defamatory, or illegal in any manner, Company may immediately delete all such Customer Data from its systems, subject to Company's obligations under applicable law.

13. **General Provisions.**

a. This MSA, together with any PAs, constitute the entire MSA between the parties and shall be binding on the parties. No modification, termination, or waiver of any material provision of this MSA shall be binding upon a party unless agreed to in writing and signed by an authorized officer of the relevant party; *provided, that*, Company may freely amend and alter any term of this MSA to correct scrivener errors or to modify any non-material term without being required to obtain Customer's consent and; *provided, further, that*, Customer's written acknowledgment, consent, or selection of an "I agree" box (notwithstanding the method of delivery) to any modified or updated copy of this MSA shall bind Customer to the modified or updated copy without such signed written consent. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this MSA, shall be binding upon Company.

b. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Company's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this MSA or any part thereof. If any provision or provisions of this MSA shall be held to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this MSA. In the event of a conflict between this MSA and the PA, the PA shall control.

c. The relationship of Company and Customer established by this MSA is that of independent contractors, and nothing contained in this MSA shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other; (ii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking; or (iii) otherwise give rise to fiduciary obligations between the parties.

d. Neither this MSA nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior express written consent of the other, which shall not be unreasonably withheld; provided, however, that Company may, without the written consent of Customer, assign its rights and delegate its obligations under this MSA in connection with the transfer or sale of all or substantially all of its business related to this MSA, or in the event of its merger, consolidation, reorganization, or change in control. Any purported assignment in violation of this section shall be void and this MSA shall bind and benefit the parties and their permitted successors and assigns.

e. No delay or failure of Company or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Company or Customer of any breach of any provision of this MSA shall not operate or be construed as a waiver of any subsequent or other breach.

f. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

g. This MSA shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles. THE PARTIES HEREBY AGREE THAT ALL DISPUTES ARISING UNDER AND IN CONNECTION WITH THIS MSA SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN ACCORDANCE WITH THE ARBITRATION PROCEDURES SET FORTH IN THIS SECTION 13(G) AND AS PRESCRIBED BY THE AMERICAN ARBITRATION ASSOCIATION. BOTH PARTIES AGREE THAT BY AGREEING TO BINDING ARBITRATION, THE PARTIES ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, BOTH PARTIES UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, CHOSEN TOGETHER BY THE PARTIES, WHOSE DECISION WILL BE BINDING AND FINAL. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.

h. Except as otherwise set forth herein, all notices and consents required hereunder must be in writing and addressed to the respective party at its address set forth on the PA (or to such other address that may be designated by the party giving notice from time to time in accordance with this section) by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage pre-paid) or email (with confirmation of transmission).

i. The rights and remedies of Company under this MSA shall be cumulative and in addition to all other rights and remedies available to it at law or in equity. In the event of an actual or threatened breach of Sections 9, 10, 11, and 12, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

j. The following terms shall have the following meanings: (i) "Subscription Term" has the meaning given to it in the PA; (ii) "Renewal Term" has the meaning given to it in the PA; (iii) "Initial Term" has the meaning given to it in the PA; (iv) "First Productive Use" means the date of Company's notification to Customer of completion of the installation of the Software and Hardware set forth in the PA; (v) "IP" means all means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copy right, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world; and (vi) "Work Product" means any customized or custom computer software programs, documentation, techniques, methodologies, inventions, analysis frameworks, software, or procedures that are developed, conceived, or introduced by Company in the course of or as the result of Company performing its obligations under this MSA, whether acting alone or in conjunction with Customer or its employees, affiliates, or others. Whenever the words "include", "includes", or "including" are used in this MSA, they shall be deemed to be followed by the words "without limitation". Capitalized terms used in this MSA but not defined herein shall have the meanings given to them in the respective PA.



SCHEDULE I



CONSENT TO COLLECT STUDENT PERSONAL INFORMATION

Transportant, Inc., a Kansas corporation (“**Transportant**”) is the current provider of certain hardware and software services which are provided as hardware as a service and software as a service, including certain attendance and surveillance applications to be used within school district’s buses (collectively, the “**Transportant Services**”). Under certain laws, including without limitation the Children's Online Privacy Protection Act (“**COPPA**”), the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), and comparable state and federal laws, the collection of personally identifiable information, including location data, and audio and visual recordings from or of children under 13 years of age (“**Personal Information**”), requires verifiable consent from such children’s parents or, to the extent Personal Information will be used solely for educational purposes (including the transportation and monitoring of children to and from school), from such children’s school or school district. Transportant may collect or have access to such information by its delivery of Transportant Services to its clients and end users, in accordance with its privacy policy, available at <https://transportant.com/privacy-policy/> (“**Privacy Policy**”), its online terms and conditions, available at <https://transportant.com/terms-of-use/> (“**TACOU**”), and any written agreement between you and Transportant.

By signing below or by using Transportant’s Services (a) you hereby consent to Transportant’s access, collection, or use of Personal Information in connection with Transportant’s delivery of Transportant’s Services, for the purposes outlined within the Privacy Policy, the underlying written agreement between you and Transportant, and for such other purposes as required by law; and (b) you hereby represent and warrant to Transportant that: (i) you have read and agree to Transportant’s Privacy Policy and TACOU; (ii) you have the authority to sign this consent form on behalf of the institution giving consent; and (iii) your institution, in its capacity as *in loco parentis* for the children under 13 whose Personal Information Transportant has the right and authority to give consent to the collection of their Personal Information.

You may withdraw your consent in writing to Transportant at any time. You shall immediately notify Transportant in writing if you withdraw your consent, a parent withdraws consent for his or her child, or your consent is no longer effective, including due to a failure or inaccuracy of the representation and warranty set out in subsection (iii) above.

**Institution:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



This Service Level Agreement (“**SLA**”) is by and between Transportant, Inc., a Kansas corporation (“**Company**”) and the customer party (“**Customer**”) named within the Master Subscription Agreement to which this SLA is attached (the “**MSA**”). Subject to the terms and conditions of this SLA and the MSA, and conditioned upon Customer’s and its representatives’ compliance therewith, Company will provide subscribed support services for the supported Services as set forth in this SLA. Capitalized terms used in this SLA but not defined herein shall have the meanings given to them in the MSA.

1. **SUPPORTED SERVICES:** Company Services that are under warranty (and within their warranty period) pursuant to the MSA.
2. **SUPPORT SERVICES:** Company will use reasonable efforts to provide an initial response to Customer within 24 hours of Customer’s support request (subject to the support hours schedule below). Company may provide Support Services to Customer either onsite or remotely, including by means of telephone or over the internet, through the use of remote access software that Company installs on the System to collect and transmit certain diagnostic, technical, usage and related information, including information about the System and any third-party products relating to or derived from Customer’s use of the supported Services to assist Company in analyzing and resolving an error reported by a support request.
3. **SUPPORT REQUESTS:** Customer will designate personnel with appropriate management authority for facilitating support requests to Company. One Customer personnel will also be designated by Customer as the primary point of contact with Company during the delivery of Support Services. All such Customer personnel must be designated in writing to Company before issuing any support requests to Company. Customer should contact Company support for support requests and administrative questions related to any Support Services at: support@transportant.com.
4. **RATE:** Customer will pay Company for any Support Services at the rates set forth in the PA.
5. **SUPPORT HOURS:** All Support Services will be provided by Company only during normal business hours (8:00 AM to 5:00 PM (CST), Monday through Friday) with the exception of the following holidays:
  - New Year’s Day (January 1)
  - Memorial Day (last Monday in May)
  - Independence Day (July 4)
  - Labor Day (first Monday in September)
  - Thanksgiving Day (fourth Thursday in November)
  - Day after Thanksgiving
  - Christmas Eve (December 24)
  - Christmas Day (December 25)If any holiday falls on a Saturday (other than Christmas Day) it will be observed on the immediately preceding Friday. If a holiday falls on a Sunday, it will be observed on the immediately following Monday.
6. **EXCLUDED SUPPORT OBLIGATIONS:** Notwithstanding anything to the contrary in this SLA and in addition to any exclusions set forth in the MSA, Company shall not provide Support Services for, and no warranties are provided with respect to, (1) issues caused by third party hardware components or software (Company will assist Customer with transitioning such support request to the applicable third party supplier/manufacturer); (2) issues attributable to Customer’s failure to implement a Company recommended upgrade or update; (3) errors caused by network connectivity or other Customer environmental factors that are outside of Company’s reasonable control (Company will assist Customer with transitioning such support request to the applicable third party supplier/manufacturer); (4) errors caused by Customer permitting uses of Company Services in violation of the MSA; and (5) Errors attributable to ordinary wear and tear.
7. **MAINTENANCE APPLICATIONS:** Company may utilize one or more third party applications for maintenance purposes. Such applications are for maintenance purposes only and Customer agrees to adhere to any third party terms and conditions governing the use of such products, as updated from time to time. Maintenance devices are in no way being licensed to Customer and, unless authorized by Company, access to such devices is restricted solely to Company personnel.



### Administrator Mentoring and Induction Program

Complete this form if you are using the SAI program to meet chapter 284A requirements

#### AGREEMENT between

The Linn-Mar Community School District (the District)

and

School Administrators of Iowa (SAI)

The District provides beginning administrators with a mentoring and induction program in accordance with § chapter 284A.5 through a collaborative arrangement with SAI. SAI provides one year of programming to support the Iowa standards for school administrators adopted pursuant to 281 Iowa Administrative Code 83.10 (284A), and to support beginning administrators' professional and personal needs. The program is structured to provide support, professional development, and access to a variety of informational resources critical to a beginning administrator's success as a leader of student achievement. Program components are described in the Program Description (a copy can be found at <http://www.sai-iowa.org/mentoring-and-induction.cfm>).

The District agrees to

1. annually provide SAI with the name(s) and position(s) of the beginning administrator(s) as soon as possible;
2. pay \$500 to SAI per new administrator participating in the mentoring program;
3. require the full participation of the mentee;
4. inform SAI of any problems with such participation; and
5. provide mileage expenses for mentee's attendance at the statewide meetings

SAI agrees to

1. assign a mentor;
2. develop and facilitate programming that supports the mentor-mentee relationship;
3. provide direct supports to the mentee as requested; and
4. comply with all the program requirements as stipulated in § chapter 284A.5.

District Authorized Signature\*:

\_\_\_\_\_

Date:

August 14, 2023

SAI Authorized Signature:



Date:

May 1, 2023

**Send one signed copy to SAI via email - [aswanson@sai-iowa.org](mailto:aswanson@sai-iowa.org) or mail -12199 Stratford Dr., Clive, IA 50325. District business manager should also maintain a copy.**

\*By typing a name in this field, you indicate that you are an authorized representative of this district with the power to sign and deliver this agreement.

July 7th, 2023

Linn-Mar Community Schools  
3457 N 10<sup>th</sup> Street  
Marion, Iowa 52302

RE: Seresco Unit Scheduled Maintenance and Service Agreement proposal

Dear Joel,

We are pleased to offer the following proposal for our scheduled maintenance and service agreement of your Seresco equipment at above site as follows:

**Covered Equipment:**

1. (1) Seresco Unit

**Scope of work:**

**Setpoint Mechanical Services will perform operational inspections and operational performance maintenance on two times a year scheduled routine of the Seresco equipment.**

**Other Features of the Agreement**

- Priority status for emergencies and trouble calls with **certified technicians.**
- **All Technicians are Factory Trained and State Licensed.**
- **Trouble and Repair Call** Labor rate are \$150.00 per hour 8-4 M-F, 24x7 service is available at 1.5 times the hourly rate.
- \$90 trip charge for service calls
- 10% discount on parts



**Total Price Per Contract Terms:     \$2600.00 per year**

Invoices for the scheduled maintenance program, as described above, will be issued annually for \$2600.00. Pricing and labor rate will remain in effect for a period of (3) year.

This agreement shall be considered as being in full force and effective from the date of signing. It will run from 08/01/2023 and continue through 07/31/2026.

Please feel free to contact us should you have any questions regarding our proposal. You may start the maintenance program immediately by returning a signed copy of the agreement to my attention.

Thank you for the opportunity to be of service to Linn-Mar Community Schools.

Regards,

Kase Reighard

Service sales

Setpoint Mechanical Services

(515) 247-8100

(319) 591-1655 Cell

Accepted by: \_\_\_\_\_

for Linn-Mar Community Schools

Date: \_\_\_\_\_

## CUSTOMER SERVICES AGREEMENT

*(U.S. Based Employees Only)*

Exhibit 605.4

This **CUSTOMER SERVICES AGREEMENT** (the “Agreement”), dated as of September 1, 2023, is entered into by and between Employee Resource Systems, Inc., with its principal place of business located at 53 W Jackson, Suite 715, Chicago, IL 60604 doing business as Employee Resource Systems, Inc. or AllOne Health (“Company”) and Linn-Mar Community School District with its principal place of business located at 2999 10th Street, Marion, IA 52302 (“Customer”), collectively referred to herein as “Parties” and each as “Party.”

### **PREAMBLE**

**WHEREAS**, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

**NOW, THEREFORE**, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

### **ARTICLE I. COMPANY RESPONSIBILITIES**

**1.1 Description of Services.** The Company shall provide services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as “Services”).

**1.2 The Company’s Intellectual Property.** The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

### **ARTICLE II. CONFIDENTIALITY**

**2.1 Confidential Information.** “Confidential Information” means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as “confidential.” Confidential Information also includes: (i) a Disclosing Party’s technical information, confidential data and trade secrets; (ii) a Disclosing Party’s nonpublic Intellectual Property (“IP”) (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates’ employees or independent contractors to the non-disclosing party in connection with the activities contemplated by this Agreement that is designated “Confidential” or “Proprietary” or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party’s business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or to its or its affiliates’ employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer’s employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer’s notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).

**2.2 Receiving Party.** A Party that acquires knowledge of the other Party’s (a “Disclosing Party”) Confidential Information is considered the “Receiving Party.” The Receiving Party shall keep Confidential Information in

## Member Customer Services Agreement

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confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

**2.3 Applicability of Confidentiality.** Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known; (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in **Section 2.3(v)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

**2.4 Retention.** The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

**2.5 Information Security Program.** The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

**2.6 Security Breach.** If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

## **ARTICLE III. TERM, PAYMENT AND TERMINATION**

**3.1 Term.** The Agreement commences on the effective date set forth on **Exhibit A** ("Effective Date") and ends at 5:00 p.m. Eastern Standard Time on August 31, 2024, or until terminated sooner pursuant to **Section 3.3** of the Agreement (the "Term"). The Agreement automatically renews for one (1) year terms unless written notice is provided at least 120 days prior to the expiration date or any extension or renewal thereof.

**3.2 Payment.** In consideration for the Company rendering the Services, Customer agrees to pay the Company such amounts as set forth in **Exhibit A** ("Service Fees"). These fees will be fixed for the Initial 12-month term, unless the Customer has an employee enrollment change of ten percent (10%) or more, whereby the Company has the right to review and revise pricing accordingly. The Customer shall report employee enrollment changes of ten percent (10%) or more in writing with payment remittance. The Company has a right to review and revise pricing accordingly on past and future invoices related to the ten percent (10%) change. Any other adjustments to fees will go into effect each successive term on or after the anniversary date at the Company's sole discretion, but not to exceed the Consumer Price Index (CPI) or rate of inflation at that time, unless otherwise mutually agreed upon. The

## Member Customer Services Agreement

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Company will send Customer a monthly invoice for services rendered to Customer. Customer shall make payment upon receipt of the invoice. If the invoice is not paid within fifteen (15) days following the invoice date, the invoice amount accrues interest at a rate of 1.25% per month. However, Customer's total interest liability will not exceed the limits imposed by law. If the Company charges Customer for interest more than the limits imposed by law, the Company will credit Customer the excess interest on the Company's next invoice. If the excess interest is greater than the amount of the Company's next invoice, the Company will refund Customer the amount of excess interest owed above the next invoice amount.

**3.3 Termination.** Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

**3.4 Effect of Termination.** The Company is entitled to full compensation for work performed prior to termination.

**3.5 Indebtedness.** If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

**3.6 Bankruptcy.** Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

## **ARTICLE IV. INDEMNIFICATION**

**4.1 Mutual Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (1) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor.

## **ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

**5.1 Warranty.** The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.



## Member Customer Services Agreement

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**5.2 Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

**5.3 Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

### **ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY**

**6.1 Responsibility and Liability for Third Parties.** It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

**6.2 Limitations of Responsibility.** The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

**6.3 Customer Obligations.** The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

### **ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS**

**7.1 Communications.** Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

**7.2 Irreparable Harm to the Company.** It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

### **ARTICLE VIII. GENERAL PROVISIONS**

**8.1 Notice.** All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or

## Member Customer Services Agreement

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certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

Employee Resource Systems, Inc.

Attn: Legal Department

100 North Pennsylvania Avenue

Wilkes-Barre PA 18701-3503

Linn-Mar Community School District

Attn: Board President

2999 10th Street

Marion, IA 52302

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

**8.2 Governing Law.** The Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Luzerne County, Pennsylvania, and Wilkes-Barre Division of the United States District Court for the Middle District of Pennsylvania and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.

**8.3 Entire Agreement.** The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and **Exhibit A** are incorporated into the Agreement by reference.

**8.4 Modifications and Amendments.** No modification, alteration, change or waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced. No waiver at any time of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement at that time or a waiver of that or any other provision at any other time.

**8.5 Statement of Work/Fee Schedule Amendments.** Notwithstanding **Section 8.4**, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

**8.6 Assignment and Third-Party Beneficiaries.** Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may assign the Agreement to its parent, a subsidiary, or an affiliated company without the expressed written consent of the other Party. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party's business without the expressed written consent of the other Party. Other than in connection with indemnification under **Section 4.1**, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

**8.7 Captions and Headings; Interpretation.** Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or

## Member Customer Services Agreement

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schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word “including” (and words of similar import) means “including without limitation,” (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person’s successor and assigns to the extent not prohibited by this Agreement, (g) “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if,” (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to “\$” shall mean United States dollars, (j) the word “or” is not exclusive, (k) the words “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word “any” means “any and all,” (m) the words “writing,” “written,” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

**8.8 Waiver and Severability.** The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

**8.9 Attorney’s Fees, Costs and Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys’ fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

**8.10 Counterparts and Facsimile Signatures or PDF Signatures.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting Party’s facsimile signature or portable document format (“PDF”) signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

**8.11 Independent Contractor Status.** For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

**8.12 Solicitation of Employees.** Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer’s own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person’s employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

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**8.13 Survival.** The provisions of Articles II, III, IV, V, VI, VII and VIII shall survive the expiration or sooner termination of the term of the Agreement.

**8.14 Force Majeure.** Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

**8.15 Advertising and Public Announcement.** Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

**8.16 Subcontracting.** Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

**8.17 ERISA Disclaimer.** The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

**8.18 Privacy.**

(a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent

## Member Customer Services Agreement

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“controllers”, “businesses”, or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company’s subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member’s own privacy practices and disclosures. The Company’s Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company’s Affiliate Network by contacting the Company.

(c) With regard to protected health information (“PHI”) and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company’s group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a ‘need-to-know’ basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the written consent of data subject, in connection with Company’s business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. “Personal Information” shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that “Personal information” does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

**8.19 Anti-Corruption Compliance.** Reserved.

**8.20 Trade Sanctions and Export Control.** Reserved.

**8.21 Record Storage and Delivery.** Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

*[Remainder of page intentionally left blank]*

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties have executed and delivered the Agreement as of the date first above written.

**EMPLOYEE RESOURCE SYSTEMS, INC**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith Wasley  
President and Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Printed Name of Authorized Customer Representative

\_\_\_\_\_  
Title of Authorized Customer Representative

# All-Inclusive EAP

**Includes all employees and their household family members.**

- Intake - 24/7/365 Live Immediate Assistance **Included**
- In-The-Moment Mental Health Telephonic Support **Included**
- Mental Health Counseling: In-Person, Telephonic, Video, or chat sessions **Included**
- Network - Includes our approved network of over 20,000 counselors nationally **Included**
- Member Portal and Mobile App **Included**
- Dedicated Account Manager **Included**
- Program Implementation **Included**
- Digital Promotional Materials, Orientation Videos, Landing Page, Monthly Newsletter, and Live Webinars **Included**
- Virtual Leader and Employee Orientation **Included**
- Work-Life Resources and Referrals **Included**
- Legal & Financial Resources and Referrals **Included**
- Life Coaching **Included**
- 9 Hours of Training **Included**
- 4 Hours of CISD **Included**

# Rate Summary

Mental Health Sessions Per Issue Per Year	PEPM
5	\$1.53

**1233 employees included in this plan**

AllOne Health provides a variety of services over and above package inclusions, available on a fee-for-service basis: Per Hour

**Schedule an onsite or virtual training seminar:** \$200

- Choose a seminar from our extensive training catalog covering over 120 diverse topics to meet organizational needs.

**Critical Incident Support:** \$250

- Our on-site interventions are designed to provide solution-focused, compassionate support to your employees if they are involved in, witness to, or otherwise affected by a stressful or traumatic event in the workplace.

**DOT qualified substance abuse professional services:** \$750-\$900

*\*Hourly rate may not include travel.*

# EAP Benefits

## Program Descriptions

### Included For Employees & Household Family Members

#### Mental Health Counseling

Helps manage stress, anxiety, and depression, resolve conflict, improve relationships, overcome substance abuse, and address any personal issues.

#### Life Coaching

Reach personal and professional goals, manage life transitions, overcome obstacles, strengthen relationships, and build balance.

#### Financial Consultation

Build financial wellness related to budgeting, buying a home, paying off debt, managing taxes, preventing identity theft, and saving for retirement or tuition.

#### Legal Consultation

Get consultation on personal legal matters including estate planning, wills, real estate, bankruptcy, divorce, custody, and more. Includes one, 30-minute consultation with a qualified attorney and a 25% discount for continued services.

#### Work-Life Resources and Referrals

Obtain information and referrals when seeking childcare, adoption, special needs support, eldercare, housing, transportation, education, and pet care.

#### Personal Assistant

Save time with referrals for travel and entertainment, seeking professional services, cleaning services, home food delivery, and managing everyday tasks.

#### Medical Advocacy

Get help navigating insurance, obtaining doctor referrals, securing medical equipment or transportation, and planning for transitional care and discharge.

#### Member Portal and Mobile App

These digital tools enable you to access your benefits 24/7/365 with online requests and live chat options. They also provide easy access to thousands of articles, webinars, podcasts, marketplace discounts, soft skills training, and tools covering total well-being.

### Included For Managers

#### Dedicated Account Manager

Meets with you to assist in program planning, implementation, ongoing program management, utilization review, and strategic planning. These meetings enable us to create an active partnership with your organization and ensure that we achieve the mutual goals and objectives of the program.

#### Program Implementation

Your dedicated account manager works with you to launch your EAP. Meetings with management and designated employee groups help us create a program that runs parallel to the philosophy, culture, and current operating environment of your business. This can include the development of policies involving the EAP, formal referral policy and forms, drug and alcohol policies, critical incident response, and workplace violence protocol.

#### Orientation and Training

AllOne Health offers virtual orientation sessions for all employees, as well as supervisor training on the EAP and how to identify troubled employees. Also included is a library of promotional flyers and orientation videos.

#### Program Promotion

AllOne Health provides diverse program implementation and promotional materials with best practices in employee benefits communication to achieve maximum utilization.

Get on-demand access to resources and tools for managers and supervisors to promote employee engagement, manage performance, and assist in referrals for employees' personal issues. **Check out the ERS promotional toolkit to assist you.** [Click Here](#)

#### Utilization Reporting

We provide comprehensive reports to measure the effectiveness of your Assistance Program. All data is compiled in aggregate form to help ensure the confidentiality of your employees and their family members. Your account manager will regularly review this report with you. Reviews provide management with a qualitative interpretation of the data, review of service delivery, analysis of activity, and summary of customer satisfaction, to ensure that your EAP is on track to meeting your goals and objectives.



LICENSE AGREEMENT  
NON-COMMERCIAL

This license agreement (“Agreement”) is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, and Iowa school corporation (“Licensor”), and the undersigned (“Licensee”).

## 1. DEFINITIONS

1.1 “Trademarks” means the word and logo marks depicted in Exhibit A.

1.2 “Licensed Product” means the products bearing the Trademarks.

1.3 “Royalty Rate” means the percentage defined in Exhibit B.

1.4 “Net Sales” means Licensee’s gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted, nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 “Licensed Market” means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 “Customers” means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 “Term” means the period of time, as defined in Exhibit B, starting from the Effective Date.

## 2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made, and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate time Net Sales.

2.3 Code of Conduct. The 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.

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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: (Non-Commercial)**

Full Name of Group: Linn Mar Lions  
(Example: LM Red 3<sup>rd</sup> grade basketball)

Contact's Title/Position: Head Coach  
(Example: Head Coach)

Contact's Name (print): Mark Denny

Contact's Signature:  Date Signed: 7/12/23

Contact Information: Phone: 319-432-4119

Email: markdenny@whiteglovesmoves.com

Full Address: 7129 Chelsea Dr NE  
Cedar Rapids, IA 52402

**Licensor:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): Brittania Morey

Board President's Signature: \_\_\_\_\_ Date: 8-14-23

Exhibit A

a)



b)



c)



d)



e)



f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

Non-Commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: Five (5) years

Reporting Period: Annually

CODE OF CONDUCT  
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**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.

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RECEIVED

By: (SD) Date: 7/14/23

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.

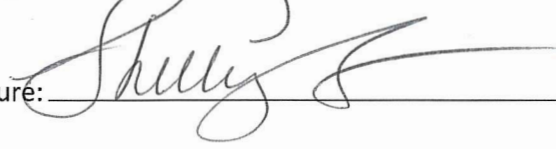
\_\_\_\_\_  
*Please print (except for your signature) and provide all the information requested.*

**Licensee: (Non-Commercial)**

Full Name of Group: Linn-Mar  
(Example: LM Red 3<sup>rd</sup> grade basketball)

Contact's Title/Position: Manager  
(Example: Head Coach)

Contact's Name (print): Shelley Schroeder

Contact's Signature:  Date Signed: 7/14/23

Contact Information: Phone: 319 531 6688  
Email: shelley.schroeder@gmail.com  
Full Address: 1000 Oak Park Circle  
Marion IA 52302

**Licensors:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): Brittania Morey

Board President's Signature: \_\_\_\_\_ Date: 8-14-2023

Exhibit A

a)



b)



c)



d)



e)



f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

Non-Commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

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Term: Five (5) years

Reporting Period: Annually

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COMMERCIAL

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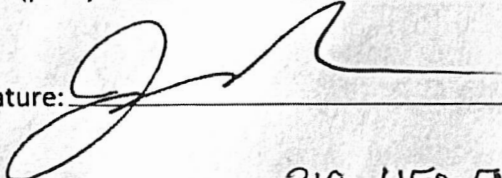
Please print (except for your signature) and provide all the information requested.

**Licensee: (Non-Commercial)**

Full Name of Group: Linn-Mar 7<sup>th</sup> Grade Girls Basketball Team  
(Example: LM Red 3<sup>rd</sup> grade basketball)

Contact's Title/Position: Head Coach  
(Example: Head Coach)

Contact's Name (print): Janessa Carr

Contact's Signature:  Date Signed: 7/24/23

Contact Information: Phone: 319-450-9105

Email: sender.nessa@gmail.com

Full Address: 1312 Cedar Springs Dr.  
Marion, IA 52302

**Licensors:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): \_\_\_\_\_

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit A

a)



b)



c)



d)



e)



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**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.

LICENSE AGREEMENT  
NON-COMMERCIAL

This license agreement (“Agreement”) is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, and Iowa school corporation (“Licensor”), and the undersigned (“Licensee”).

## 1. DEFINITIONS

- 1.1 “Trademarks” means the word and logo marks depicted in Exhibit A.
- 1.2 “Licensed Product” means the products bearing the Trademarks.
- 1.3 “Royalty Rate” means the percentage defined in Exhibit B.
- 1.4 “Net Sales” means Licensee’s gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted, nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 “Licensed Market” means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 “Customers” means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 “Term” means the period of time, as defined in Exhibit B, starting from the Effective Date.

## 2. LICENSE

- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made, and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate time Net Sales.
- 2.3 Code of Conduct. The 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.

RECEIVED

By: SO Date: 7/25/23

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: (Non-Commercial)**

Full Name of Group: Linn-Mar Swiss (Example: LM Red 3<sup>rd</sup> grade basketball)

Contact's Title/Position: Sarah Offenberg  
David McEwen (Example: Head Coach)

Contact's Name (print): David McEwen

Contact's Signature: Refer Above David McEwen Date Signed: 7/24/23

Contact Information: Phone: 319-491-6969

Email: mac466@yahoo.com

Full Address: 98 Partridge Ave

**Licensor:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): Brittania Morey

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit A

a)



b)



c)



d)



e)



f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

Non-Commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: Five (5) years

Reporting Period: Annually

CODE OF CONDUCT  
COMMERCIAL

**Prohibited Items.** Licensee shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol, or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol, or illegal drugs.

**Supplier Performance.** Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

**Gifts.** Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

**Compensation.** Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

**Working Conditions.** Licensee shall provide a safe and healthy working environment and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

**Workers' Rights.** Employees of Licensee and subcontractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual, or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

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NON-COMMERCIAL

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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.

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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.

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6.1 Licensee shall provide Licensor a report within thirty (30) days of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

## 7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees, and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of License Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States Postal Service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

RECEIVED

By: SO Date: 7/26/23

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: (Non-Commercial)**

Full Name of Group: LM Lions 3<sup>rd</sup> Grade Girls Basketball  
(Example: LM Red 3<sup>rd</sup> grade basketball)

Contact's Title/Position: Head Coach  
(Example: Head Coach)

Contact's Name (print): Sara Rasmussen-Kast

Contact's Signature: SRKast Date Signed: 7-24-23

Contact Information: Phone: 608-343-1312

Email: SRKast@gmail.com

Full Address: 2650 Newcastle Rd  
Marion, IA 52302

**Licenser:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): Brittania Morey

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit A

a)



b)



c)



d)



e)



f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

Non-Commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: Five (5) years

Reporting Period: Annually

CODE OF CONDUCT  
COMMERCIAL

**Prohibited Items.** Licensee shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol, or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol, or illegal drugs.

**Supplier Performance.** Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

**Gifts.** Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

**Compensation.** Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

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## 2. LICENSE

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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

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## 7. MISCELLANEOUS

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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.

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RECEIVED

By: SO Date: 7/27/23

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: MH ADVERTISING

Contact's Title/Position: OWNER

Contact's Name (print): MICHAEL HATCHER

Contact's Signature: [Signature] Date Signed: 07/26/23

Contact Information: Phone: 319 533 3811

Email: R.HATCHER@EMANNAIA.COM

Full Address: 1801 WILLIAMS BLVD SW  
CEDAR RAPIDS IA 52401

Licensors:

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): Brittania Morey

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

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.

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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 work 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: Branded Apparel

Contact's Title/Position: Sales

Contact's Name (print): Nick Kraftl

Contact's Signature: [Signature] Date Signed: 7-31-23

Contact Information: Phone: 319-447-0369

Email: nick@brandedapparel.net

Full Address: 4995 Chandler Ct. Marion, IA 52382

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: Kevin Fry, Communications/Media Coordinator
Email: kfry@linnmar.k12.ia.us
Phone: (319) 730-3530

Board President's Name (printed):

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

CODE OF CONDUCT  
COMMERCIAL

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**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 an the applicable laws, the higher standard will prevail.

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## 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.

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RECEIVED

By: So Date: 7/31/23

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: IMS Branded Solutions

Contact's Title/Position: Co-owner

Contact's Name (print): Lisa Abraham

Contact's Signature: *Lisa Abraham* Date Signed: 7-28-23

Contact Information: Phone: 319-365-7159

Email: info@imslogoshop.com

Full Address: 714 Oakland Rd NE  
Cedar Rapids, IA 52402

www.CRScreenprint.com

Licensor:

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): \_\_\_\_\_

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

CODE OF CONDUCT  
COMMERCIAL

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Please print (except for your signature) and provide all the information requested.

Licensee: (Commercial)

Full Name of Entity: Cedar Rapids ScreenPrint

Contact's Title/Position: CO-OWNER

Contact's Name (print): Lisa Abraham

Contact's Signature: [Signature] Date Signed: 7-29-23

Contact Information: Phone: 319-365-1151

Email: info@crscreenprint.com

Full Address: 716 Oakland Rd NE Cedar Rapids, IA 52402

www.insbranded solutions.com

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: Kevin Fry, Communications/Media Coordinator
Email: kfry@linnmar.k12.ia.us
Phone: (319) 730-3530

Board President's Name (printed):

Board President's Signature: Date:

Exhibit A

a)



b)



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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.

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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.

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## 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.

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7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States Postal Service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.



RECEIVED

By: SO Date: 8/1/23

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: (Non-Commercial)**

Full Name of Group: Linn Mar Prowl  
(Example: LM Red 3<sup>rd</sup> grade basketball)

Contact's Title/Position: Head Coach  
(Example: Head Coach)

Contact's Name (print): Stacy Feldman

Contact's Signature: Stacy Feldman Date Signed: 8/1/2023

Contact Information: Phone: 319-361-6875

Email: Feldmanstacy72@gmail.com

Full Address: 2530 Victoria Street  
Marion, IA 52302

**Licensor:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

**Brittania Morey**

Board President's Name (printed): \_\_\_\_\_

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

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 an the applicable laws, the higher standard will prevail.

LICENSE AGREEMENT  
COMMERCIAL

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## 1. DEFINITIONS

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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.

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## 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.

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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: KLK Holdings, Inc, dba Level 10 Level 10

Contact's Title/Position: Controller

Contact's Name (print): Debbie Rogers

Contact's Signature: Debbie Rogers Date Signed: 8/1/23

Contact Information: Phone: 319-592-0418

Email: debbie@level10apparel.com

Full Address: 2140 Edgewood Rd SW  
Cedar Rapids, IA 52401

**Licensor:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): Brittania Morey

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

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RECEIVED

By: SD Date: 8/2/23

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: INTERSTATE DECAL MFG.

Contact's Title/Position: MANAGER

Contact's Name (print): Bob DeCamp

Contact's Signature:  Date Signed: 8/1/23

Contact Information: Phone: 319-294-2230

Email: SALES@INTERSTATEDECAL.COM

Full Address: 2129 North Towne Ln NE  
Ste. A  
CEORAL RAPIDS, IA 52402

**Licensor:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): \_\_\_\_\_

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

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4.3 Impairment of Licensor’s Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor’s rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor’s Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee’s breach of this Agreement, misuse of the

Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

## 5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

## 6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) days of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

## 7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees, and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of License Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States Postal Service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

RECEIVED

By: SO Date: 8/2/23

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.

Contact's Title/Position: Sales Manager

Contact's Name (print): Laura Mills

Contact's Signature: Laura Mills Date Signed: 8/2/23

Contact Information: Phone: 1-800-643-3055 X104

Email: lmills@pelindustries.com

Full Address: 2001 Town West Drive  
Rogers, AR 72756

**Licensors:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): Brittania Morey

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

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 an the applicable laws, the higher standard will prevail.

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 work 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.

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## 6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) days of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

## 7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees, and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of License Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States Postal Service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.



RECEIVED

By: SO Date: 8/2/23

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: American Specialties

Contact's Title/Position: Tyera Hess or Mark Baumann

Contact's Name (print): Tyera Hess

Contact's Signature:  Date Signed: 8-2-23

Contact Information: Phone: 319-551-6934

Email: Amerlaser@yahoo.com

Full Address: 698 Getaway Ln  
Central City, Ia 52214

**Licensor:**

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street, Marion, IA 52302  
District Contact: Kevin Fry, Communications/Media Coordinator  
Email: [kfry@linnmar.k12.ia.us](mailto:kfry@linnmar.k12.ia.us)  
Phone: (319) 730-3530

Board President's Name (printed): Brittania Morey

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

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 an the applicable laws, the higher standard will prevail.

# Independent Contractor Agreement



Please provide all information requested and sign page two.

Exhibit 605.19

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Tom Mackey \_\_\_\_\_, 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:** frontline instructor
2. **GROUP/DEPARTMENT WORKING WITH:** High School Marching Band
3. **AMOUNT OF PAYMENT:** \$980

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 August 22, 2023, 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.





# Independent Contractor Agreement



Please

provide all information requested and sign page two.

Exhibit 605.20

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Jason Maiers, 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:** Marching Band Visual Instructor/Designer
2. **GROUP/DEPARTMENT WORKING WITH:** Marching Band
3. **AMOUNT OF PAYMENT:** \$1,900


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 September 12, 2023, 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 15, 2023 and shall continue in effect until September 12, 2023, 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 3rd day of August, 2023.

**Independent Contractor Signature: Linn-Mar CSD  
Representative Signature:**

 - JASON MAIERS

\_\_\_\_\_  
Marching Band Visual 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**