Early Childhood & Elementary Board Presentation

April 10, 2023



Early Childhood

Little Lions Enrollment

173/176 General Education Students

• 59/80 Special Education Students (Up to five students with IEPs per classroom session)

Partner Program: 72/80

Eligibility Meetings: 9

Total at Linn-Mar: 232/256

Total Program Wide: 304/336





Early Childhood

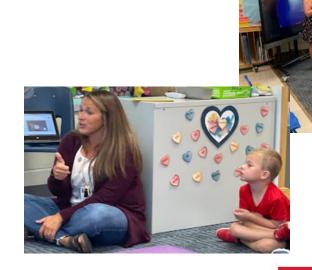
Jr. Kindergarten Enrollment

2022-2023

- Total number screened: 71
- Total number qualified: 64
- Total number declined spot: 10
- 53/60

2023-2024

- Total number screened: 76
- Total number qualified: 59
- Currently waiting on parent confirmation for class numbers





Early Childhood Curriculum

Little Lions Preschool

- Heggerty Early Pre-Kindergarten Curriculum
- Creative Curriculum
- Second Step
- lowa Early Learning Standards

Jr. Kindergarten

- SPLASH in Pre-K
- Math Talks
- Kilpatrick- Really Great Reading
- Second Step
- Iowa CORE Standards



Early Childhood...



Linn-Mar Early Childhood Video



Elementary Numbers

- 7 buildings
- 2,800 students (280 eligible individuals)
- 133 classroom teachers
- 30 student support service teachers
- 7 school counselors and 2 student assistance specialists
- 7 health associates and 2.5 nurses
- 7 ELL teachers
- Many support staff









Elementary Update







Looking Forward

High Reliability Schools - Robert Marzano

- Level 1: Safe, Supportive, and Collaborative Culture
- Level 2: Effective Teaching in Every Classroom
- Level 3: Guaranteed and Viable Curriculum
- Level 4: Standards-Referenced Reporting
- Level 5: Competency-Based Education





Teacher Video

Student Video

Student Work





Linn-Mar Elementary Video







Updates from the Cabinet April 10, 2023

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

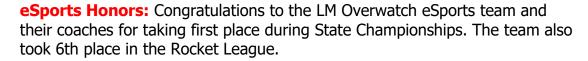
Highlights & Honors



Jazz Band Honors: Congratulations to the Colton Center Jazz Ensemble for placing first in the NEIBA Jazz Festival. Individual congrats also go out to Tejas Gururaja who received an honorable mention solo award in violin. The ensemble will perform during the Iowa Jazz Championships on Tuesday, April 4th at the CY Stephens Auditorium in Ames at

Coaching Honor: Congratulations to Andy Strottman for being named the Iowa Football

Association Don Taft Memorial Junior High Coach of the year in Class 5A.



12:45 PM.



Contest Speech Honors: Congratulations to Contest Speech and their coaches (Ann and Kevin Fry, Mary Kilburg, and Lakeysha Hofmeister) for qualifying for All-State over spring break week! Abigail Richard (Public Speaking and Radio Broadcasting) and Sabyn Jones (Public Address) earned the highest individual honors in the State of Iowa by obtaining perfect scores during the District and State competitions. Both ladies presented

their award-winning entries for a final critique during the All-State Festival at UNI on March 27th.

Show Choir Honors: Congratulations to Instructor Trent Buglewicz and the Linn-Mar 10th Street Edition Show Choir for being named National Grand Champions! In addition to being named Grand Champions they were also awarded best vocals, best choreography, and best band. Individual honors were also awarded to Kyra Kanz (Outstanding Female Soloist), Grant Galloway (Outstanding Male Soloist), and Tejas Gururaja (Outstanding Male Performer).



Policy Series 400 – Staff/Personnel Licensed Personnel



Policy 401.1 Code of Professional Conduct and Ethics

Chapter 25

282 - 25.1(272) Scope of Standards:

This code of professional conduct and ethics constitutes mandatory minimum standards of practice for all licensed practitioners as defined in Iowa Code, Chapter 272. The adherence to certain professional and ethical standards is essential to maintaining the integrity of the education profession.

282 - 25.2(272) Definitions: (Except where otherwise specifically defined by law)

- a. "Administrative and Supervisory Personnel" means any licensed employee such as superintendent, associate superintendent, assistant superintendent, principal, associate principal, assistant principal, or other person who does not have as a primary duty the instruction of pupils in the schools.
- b. "Board" means the Iowa Board of Educational Examiners (BOEE).
- c. "Discipline" means the process of sanctioning a license, certificate, or authorization issued by the board.
- d. "Ethics" means a set of principles governing the conduct of all persons governed by these rules.
- e. "Fraud" means knowingly providing false information or representations on an application for licensure or employment, or knowingly providing false information or representations made in connection with the discharge of duties.
- f. "License" means any license, certificate, or authorization granted by the board.
- g. "Licensee" means any person holding a license, certificate, or authorization granted by the board.
- h. "Practitioner" means an administrator, teacher, or other licensed professional, including an individual who holds a statement of professional recognition, who provides educational assistance to students.
- i. "Responsibility" means a duty for which a person is accountable by virtue of licensure.
- j. "Right" means a power, privilege, or immunity secured to a person by law.
- k. "Student" means a person, regardless of age, enrolled in a pre-kindergarten through grade 12 school, who is receiving direct or indirect assistance from a person licensed by the board.
- I. "Teacher" means any person engaged in the instructional program for prekindergarten through grade 12 students, including a person engaged in teaching, administration, and supervision, and who is required by law to be licensed for the position held. [ARC 7979B, IAB 7/29/09, effective 9/2/09].

282 - 25.3(272) Standards of Professional Conduct and Ethics:

Licensees are required to abide by all federal, state, and local laws applicable to the fulfillment of professional obligations. Violation of federal, state, or local laws in the fulfillment of professional obligations constitutes unprofessional and unethical conduct which can result in disciplinary action by the board. In addition, it is hereby deemed unprofessional and unethical for any licensee to violate any of the following standards of professional conduct and ethics:

25.3(1) Standard I: Conviction of crimes, sexual or other immoral conduct with or toward a student, and/or child and dependent adult abuse. Violation of this standard includes:

- a. Fraud: Means the same as defined in Rule 282 25.2(272).
- b. Criminal Convictions: The commission of or conviction for a criminal offense as defined by lowa law provided that the offense is relevant to or affects teaching or administrative performance.
 - Disqualifying Criminal Convictions. The board will deny an application for licensure and will revoke a previously issued license if the applicant or licensee has, on or after July 1, 2002, been convicted of, has pled guilty to, or has been found guilty of the following criminal offenses regardless of whether the judgment of conviction or sentence was deferred:
 - 1. Any of the following forcible felonies included in Iowa Code section 702.11: child endangerment, assault, murder, sexual abuse, or kidnapping;
 - 2. Any of the following criminal, sexual offenses as provided in Iowa Code chapter 709 involving a child:
 - First-, second-, or third-degree sexual abuse committed on or with a person who is under the age of 18;
 - Lascivious acts with a child;
 - Assault with intent to commit sexual abuse:
 - Indecent contact with a child;
 - Sexual exploitation by a counselor;
 - Lascivious conduct with a minor;
 - Sexual exploitation by a school employee;
 - Enticing a mind under Iowa Code section 710.10; or
 - Human trafficking under lowa Code section 710A.2;
 - 3. Incest involving a child as prohibited by Iowa Code section 726.2;
 - 4. Dissemination and exhibition of obscene material to minors as prohibited by Iowa Code Section 728.2;
 - 5. Telephone dissemination of obscene material to minors as prohibited by lowa Code section 728.15;
 - 6. Any offense specified in the laws of another jurisdiction or any offense that may be prosecuted in a federal, military, or foreign court, that is comparable to an offense listed in subparagraph 25.3(1)"b"(1); or
 - 7. Any offense under prior laws of this state or another jurisdiction or any offense under prior law that was prosecuted in a federal, military, or foreign court that is comparable to an offense listed in subparagraph 25.3(1)"b"(1).

- II. Other criminal convictions and founded child abuse. In determining whether a person should be denied a license or whether a licensee should be disciplined based upon any other criminal conviction including a conviction for an offense listed in 25.3(1)"b"(1) which occurred before July 1, 2002 or a founded report of abuse of a child, the board shall consider:
 - 1. The nature and seriousness of the crime or founded abuse in relation to the position sought;
 - 2. The time elapsed since the crime or founded abuse was committed;
 - 3. The degree of rehabilitation which has taken place since the crime or founded abuse was committed;
 - 4. The likelihood that the person will commit the same crime or abuse again;
 - 5. The number of criminal convictions or founded abuses committed; and
 - 6. Such additional factors as may in a particular case demonstrate mitigating circumstances or heightened risk to public safety.
- c. Sexual Involvement or Indecent Contact with a Student. Includes but is not limited to the following acts, whether consensual or nonconsensual: fondling or touching the inner thigh, groin, buttocks, anus, or breasts of a student; permitting or causing to fondle or touch the practitioner's inner thigh, groin, buttocks, anus, or breasts; or the commission of any sex act as defined in Iowa Code section 702.17.
- d. Sexual Exploitation of a Minor. The commission of or any conviction for an offense prohibited by Iowa Code section 728.12, Iowa Code chapter 709, or 18 USC Section 2252A(a)(5)(B).
- e. Student Abuse. Licensees will maintain professional relationships with all students both inside and outside the classroom. The following acts or behaviors constitute unethical conduct without regard to the existence of a criminal charge or conviction:
 - Committing any act of physical abuse of a student;
 - II. Committing any act of dependent adult abuse on a dependent adult student;
 - III. Committing or soliciting any sexual or otherwise indecent act with a student or any minor;
 - IV. Soliciting, encouraging, or consummating a romantic or otherwise inappropriate relationship with a student;
 - V. Furnishing alcohol or illegal or unauthorized drugs or drug paraphernalia to any student or knowingly allowing a student to consume alcohol or illegal or unauthorized drugs in the presence of the licensee;
 - VI. Failing to report any suspected act of child or dependent adult abuse as required by state law; or
 - VII. Committing or soliciting any sexual conduct as defined in Iowa Code section 709.15(3)"b" or soliciting, encouraging, or consummating a romantic relationship with any person who was a student within 90 days prior to any conduct alleged in the complaint, if that person was taught by the practitioner or was supervised by the practitioner in any school activity when that person was a student.

25.3(2) Standard II: Alcohol or Drug Abuse. Violation of this standard includes:

- a. Being on school premises or at a school-sponsored activity involving students while under the influence of, possessing, using, or consuming illegal or unauthorized drugs or abusing legal drugs.
- b. Being on school premises or at a school-sponsored activity involving students while under the influence of, possessing, using, or consuming alcohol.

25.3(3) Standard III: *Misrepresentation/Falsification of Information.* Violation of this standard includes:

- a. Falsifying or deliberately misrepresenting or omitting material information regarding professional qualifications, criminal history, college credits, staff development credits, degrees, academic awards, or employment history when applying for employment or licensure.
- b. Falsifying or deliberately misrepresenting or omitting material information regarding compliance reports submitted to federal, state, and other governmental agencies.
- c. Falsifying or deliberately misrepresenting or omitting material information submitted in the course of an official inquiry or investigation.
- d. Falsifying any records or information submitted to the board in compliance with the license renewal requirements imposed under 282-Chapter 20.
- e. Falsifying or deliberately misrepresenting or omitting material information regarding the evaluation of students or personnel including improper administration of any standardized tests including, but not limited to, changing test answers, providing test answers, copying or teaching identified test items, or using inappropriate accommodations or modifications for such tests.

25.3(4) Standard IV: Misuse of Public Funds and Property. Violation of this standard includes:

- Failing to account properly for funds collected that were entrusted to the practitioner in an educational context.
- b. Converting public property or funds to the personal use of the practitioner.
- c. Submitting fraudulent requests for reimbursement of expenses or for pay.
- d. Combining public or school-related funds with personal funds.
- e. Failing to use time or funds granted for the purpose for which they were intended.

25.3(5) Standard V: Violations of Contractual Obligations. Violation of this standard includes:

- 1. Asking a practitioner to sign a written professional employment contract before the practitioner has been unconditionally released from a current contract, unless the practitioner provided notice to the practitioner's employing board as set forth in subparagraph 25.3(5)"b"(2).
- 2. Abandoning a written professional employment contract without prior unconditional release by the employer.
- 3. As an employer, executing a written professional employment contract with a practitioner which requires the performance of duties that the practitioner is not legally qualified to perform.
- 4. As a practitioner, executing a written professional employment contract which requires the performance of duties that the practitioner is not legally qualified to perform.
 - a. In addressing complaints based upon contractual obligations, the board will consider factors beyond the practitioner's control. For purposed of enforcement of this standard, a practitioner will not be found to have abandoned an existing contract if:
 - The practitioner obtained a release from the employing board before discontinuing services under the contract; or

- 2. The practitioner provided notice to the employing board no later than the latest of the following dates:
 - The practitioner's last workday of the school year;
 - The date set for return of the contract as specified in statue; or
 - June 30th.

25.3(6) Standard VI: Unethical Practice Toward Other Members of the Profession, Parents, Students, and the Community. Violation of this standard includes:

- a. Denying the student, without just cause, access to varying points of view.
- b. Deliberately suppressing or distorting subject matter for which the educator bears responsibility.
- c. Failing to make reasonable effort to protect the health and safety of the student or creating conditions harmful to student learning.
- d. Conducting professional business in such a way that the practitioner repeatedly exposes students or other practitioners to unnecessary embarrassment or disparagement.
- e. Engaging in any act of illegal discrimination or otherwise denying a student or practitioner participation in the benefits of any program on the grounds of race, creed, color, religion, age, sex, sexual orientation, gender identity, disability, marital status, socioeconomic status, or national origin.
- f. Soliciting students or parents of students to purchase equipment, supplies, or services from the practitioner for the practitioner's personal advantage.
- g. Accepting gifts from vendors or potential vendors where there may be the appearance of or an actual conflict of interest.
- h. Intentionally disclosing confidential information including but not limited to unauthorized sharing of information concerning student academic or disciplinary records, health and medical information, assessment or testing results, or family income. Licensees will comply with state and federal laws and local school board policies relating to the confidentiality of student records unless disclosure is required or permitted by law.
- i. Refusing to participate in a professional inquiry when requested by the board.
- j. Aiding, assisting, or abetting an unlicensed person in the completion of acts for which licensure is required.
- k. Failing to self-report to the board within 60 days any founded child abuse report or any conviction for a criminal offense listed in 25.3(1)"b"(1) which requires revocation of the practitioner's license.
- I. Delegating tasks to unqualified personnel.
- m. Failing to comply with federal, state, and local laws applicable to the fulfillment of professional obligations.
- n. Allowing another person to use one's practitioner license for any purpose.
- o. Performing services beyond the authorized scope of practice for which the individual is licensed or prepared or performing services without holding a valid license.
- p. Falsifying, forging, or altering a license issued by the board.
- q. Failure of the practitioner holding a contract under lowa Code section 279.13 to disclose to the school official responsible for determining assignments a teaching assignment for which the practitioner is not properly licensed.

- r. Failure of a school official responsible for assigning licensed practitioners holding contracts under lowa Code section 279.13 to adjust an assignment if the practitioner discloses to the official that the practitioner is not properly licensed for an assignment.
- s. Failure of an administrator to protect the safety of staff and students.
- t. Failure of an administrator to meet mandatory reporter obligations.
- u. Refusal of the practitioner to implement provisions of an Individualized Education Plan (IEP) or Behavioral Intervention Plan (BIP).
- v. Habitual nonparticipation in professional development by the practitioner.
- **25.3(7) Standard VII:** Compliance with State Law Regarding Obligations to State or Local Governments, Child Support Obligations, and Board Orders. Violations of this standard includes:
 - a. Failing to comply with 282-Chapter 8 concerning payment of debts to state or local governments.
 - b. Failing to comply with 282-Chapter 10 concerning child support obligations.
 - c. Failing to comply with a board order.
- 25.3(8) Standard VIII: Incompetence. Violation of this standard includes but is not limited to:
 - a. Willfully or repeatedly departing from or failing to conform to the minimum standards of acceptable and prevailing educational practice in the State of Iowa.
 - b. Willfully or repeatedly failing to practice with reasonable skill and safety.

Adopted: 4/16 Reviewed: 4/20 Revised: 9/16; 12/19

Legal Reference (Code of Iowa): 279.8; 282 IAC 13

IASB Reference: 404.R(1)

Policy Series 400 – Staff/Personnel Licensed Personnel



Policy 401.7 Licensed Personnel Resignation

A written resignation signed by the licensed employee will be submitted to the employee's immediate supervisor who will direct the resignation with recommendations to the superintendent [or designee]. The superintendent [or designee] will then make a recommendation to the school board as provided by Iowa Code.

The school board recognizes that there are some circumstances which may force a licensed employee to request release from contract before the expiration date of their contract. Therefore, licensed personnel may be released from their contract if a suitable replacement can be found.

Additionally, after June 30th 15th through the first 45 calendar days of the school year if the release of a licensed employee is approved by the school board, the released employee will be required to reimburse the district for the expenses associated with hiring their replacement that is equivalent to the cost of a Sunday ad package in a newspaper with statewide distribution, the cost of a suitable replacement up to \$10,000. Exceptions may be made in circumstances deemed an emergency or exceptional situation as determined by the superintendent [or designee].

In the event a licensed employee terminates employment without proper release, the superintendent is directed to advise the lowa Board of Educational Examiners for appropriate action.

Adopted: 6/70

Reviewed: 1/11; 12/11; 4/13; 12/16; 4/20

Related Policy: Series 401

Legal Reference (Code of Iowa): §§ 91A.2-3, .5; 279.13, .19A

Policy Series 400 – Staff/Personnel Classified Personnel



Policy 402.1 Definition of Classified Personnel

Classified personnel are employees who are not administrators or employees in positions which require an lowa Department of Education teaching license and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis.

The term "classified personnel" includes but is not limited to the following employees whether full-time or part-time:

- Custodial and maintenance employees;
- Secretarial and clerical employees;
- Nutrition Services employees;
- Bus drivers;
- Paraprofessionals; and
- Educational assistants.

Written job specifications and job descriptions will be established by administration for all positions that require classified personnel.

To qualify for full-time employment an employee must work a minimum of $\frac{35}{30}$ hours per week. There are two classifications of full-time, classified personnel.

- 1. Full-time 12-month employees; and
- 2. Full-time 9-, 10-, or 11-month employees

For benefits eligibility refer to collective bargaining agreements district employee addendums or benefit summaries of non-union personnel.

Adopted: 6/70

Reviewed: 12/11; 4/13; 4/20 Revised: 9/14; 12/16 Related Policy: Series 402

Legal Reference (Code of Iowa): §§ 20; 279.8

IASB Reference: 411.01

Policy Series 400 – Staff/Personnel Classified Personnel



Policy 402.2 Assignment and Transfer of Classified Personnel

Assignment of classified personnel is based upon the qualifications of the employee and the philosophy and needs of the school district.

Changes in assignment may be made at the initiative of the superintendent [or other supervisory staff members] or may be considered at the request of the employee. All changes in employment will be made with full knowledge of the employee.

Procedures governing employee transfers must be in accordance with the requirements of existing collective bargaining agreements, will be in accordance with current district employee addendums.

Adopted: 6/85

Reviewed: 12/11; 4/13; 12/16; 4/20

Revised: 1/11; 9/14 Related Policy: Series 402

Legal Reference (Code of lowa): §§ 20; 20.9; 35C; 216; 279.8; 294.1

IASB Reference: 411.05-06

Policy Series 400 – Staff/Personnel Classified Personnel



Policy 402.6 Reduction in Workforce of Classified Personnel

The number of classified personnel may be reduced due to budgetary considerations or other good reasons as determined by the school board or their designee. The board's decision will be final.

Reduction will be accomplished through normal staff attrition, unless the best interests of the school district dictate otherwise. When reductions beyond normal staff attrition are made classified personnel will receive a 10-day written notice of termination.

Any reduction in workforce procedure contained in a valid collective bargaining an employment agreement and/or district employee addendum will be honored by the school board; however, such a procedure in no way diminishes the board's executive powers, duties, and rights to hire, promote, demote, transfer, assign, and retain public employees.

Adopted: 6/85

Reviewed: 12/11; 4/13; 12/16; 4/20

Revised: 9/14

Related Policy: Series 402

Legal Reference (Code of Iowa): §§ 20.7, .24

IASB Reference: 413.05

Policy Series 400 – Staff/Personnel All Employees



Policy 403.4-E Notice to Employees Regarding Substance-Free Workplace

You are hereby notified that it is a violation of the substance-free workplace policy of the Linn-Mar Community School District for any employee to distribute, dispense, possess, use, or be under the influence of any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor; or to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid, or any other controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC § 812) and as further defined by Regulation 21, Code of Federal Regulations 1300.11 through 1300.15 and lowa Code Chapter 124; before, during, or after school hours; at school; or in any other workplace location as defined below.

"Workplace" is defined as the site for the performance of work done in the capacity as an employee. This includes school district facilities, other school premises, or school district vehicles. "Workplace" also includes non-school property if the employee is at any school-sponsored; school-approved; or school-related activity, event, or function such as fieldtrips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

Employees who violate the terms of the substance-free workplace policy may be required to successfully participate in a substance abuse treatment program approved by the board. The superintendent retains the discretion to discipline an employee for violation of the substance-free workplace policy. If the employee fails to successfully participate in such a program, the employee is subject to discipline up to and including termination.

You are notified that if you are arrested or cited for a criminal substance offense you shall notify your supervisor before reporting to regular duties or within 48 hours of arrest or citation.

You are further notified that you are required to notify your superstatute for a violation occurring in the workplace no later than the superstatute for a violation occurring in the workplace no later than the superstatute for a violation occurring in the workplace no later than the superstatute for a violation occurring in the workplace no later than the superstatute for a violation occurring in the workplace no later than the superstatute for a violation occurring in the workplace no later than the workplace in the superstatute for a violation occurring in the workplace no later than the workplace in the superstatute for a violation occurring in the workplace no later than the workplace in th	,	
I,, have read and understar understand that if I violate the substance-free workplace policy including termination [or I may be required to participate in a successfully participate in a substance abuse treatment progradiscipline up to and including termination. I understand that if I abuse treatment program and I refuse to participate I may be termination. I also understand that if I am convicted of a crimin must report the conviction to my supervisor within five three days	I may be subject to discipline up to and ubstance abuse treatment program]. If I fail to m, I understand that I may be subject to am required to participate in a substance subject to discipline up to and including all drug offense committed in the workplace, I	
I have received and read the above notice.		
Employee's Signature	Date	
This notice should be returned within 10 working days of the employee's initial date of employment.		

Reviewed: 9/14; 3/17; 4/20 Related Policy: 403.4

Legal Reference (Code of Iowa): 123.46; 124; 279.8 IASB Reference: 403.05; 403.05-R(1); 403.05-E(1)

Policy Series 400 – Staff/Personnel All Employees



Policy 403.11 Hazardous Chemical Disclosure

The board authorizes the development of a comprehensive hazardous chemical communication program for the district to disseminate information about hazardous chemicals in the workplace. It is the responsibility of the superintendent [or designee] to develop administrative regulations regarding this program.

In order to maintain a safe and healthy work environment the Linn-Mar Community School District maintains a hazardous chemical communication program that complies with all state and federal regulations. By making employee safety a high priority for every employee, injuries and illnesses can be reduced, productivity can be increased, and a safer and healthier environment can be promoted for all individuals in the Linn-Mar Community School District.

All containers of hazardous materials used by employees and contractors must be labeled, tagged, or marked with appropriate hazard warnings and appropriate trainings must be provided to all employees and contractors working on the premises. All manufacturers, importers, suppliers, and/or distributors of hazardous materials will supply the district with material safety data sheets (MSDS) as a part of the purchase process. District personnel who purchase hazardous chemicals will ensure that copies of the material safety data sheets for the chemicals are provided for their building and a copy will be sent to the Operations & Maintenance MSDS coordinator who will maintain a central file. Each building will have at least two MSDS binders, one to be maintained in a custodial area and another to be located in the building office. Other buildings where hazardous chemicals are in use will maintain a MSDS binder in a central office area.

Contractors working onsite are required to provide the material safety data sheets for all hazardous materials brought onsite and must remove all unused materials and empty containers from the district's premises.

Any district personnel ordering and/or purchasing a hazardous chemical should verify that all containers received for use identify:

- Types and identification of hazardous waste
- Characteristics of hazardous waste
- Determination of hazardous waste
- Hazardous waste accumulation and disposal information
- Hazardous waste and emergency response information

A review/training session will be given annually. Additional training and instruction will be provided whenever chemicals change, processes change, or newly acquired information indicates the need for education or protective measures.

Supervisors will ensure that personnel under their supervision receive initial and annual training as required by this plan. Trainings may consist of online programs, classroom-style presentations, or a combination of both. Training records will be maintained by the Human Resources office.

District personnel who will be instructing or otherwise working with students will disseminate information about the hazardous chemicals they will be working with as part of the instructional program.

Adopted: 8/89

Reviewed: 12/11; 4/13; 3/17; 4/20

Revised: 3/11; 9/14

Legal Reference (Code of Iowa): 29 CFR Pt 1910; 1200 et seq; Chapters 88; 89B

IASB Reference: 403.04

Policy Series 400 – Staff/Personnel All Employees



Policy 403.17-E Employee Conflict of Interest Disclosure Form

I hereby certify that I have, or may have, a financial interest or conflicting interest as noted below. The potential conflict is with the following individual and/or organization with which the Linn-Mar CSD has, or might reasonably have in the future, a relationship with; or which Linn-Mar CSD may enter into a transaction with or compete with.

Name of conflicting or financial interest (individual or company, etc.):	
Reason for potential conflict (e.g. family re	lationship, financial relationship, etc.):
All facts pertinent to the conflicting or finan	cial interest:
I have no conflict of interest to disclo	se.
Interest, which I received a copy of, and the	understand <u>Policy 403.17 Employee Conflict of</u> nat the above information is true, correct, and formation, and belief. I further certify that I will 1.17 Employee Conflict of Interest.
Employee's Signature:	Date:
Printed Name:	Fiscal Year:
Complete additional forms for multi	ple conflicts/financial interests, as needed.
Please return this form to: JT Anderson David Nicholson, School Board 2999 N 10th Street, Marion, IA 52302 or via e	•

Adopted: 1/22 Related Policy: 403.17

david.nicholson@Linnmar.k12.ia.us

Policy Series 400 – Staff/Personnel All Employees



Policy 403.21 Employee Relations, Appearance, and Conduct

Rules and standards are necessary to protect the health and safety of students, staff, and the community. Through rules, standards, and expectations the district provides students, staff, and the community an awareness of the dignity and worth of the individual, civic responsibility, and respect for authority; as well as a safe and secure environment for optimal working and learning.

Employees are role models for the students who come in contact with them before, during, and after school hours. If an employee's conduct could reasonably be expected to have an adverse effect on the employee's continuing ability to perform any of their professional functions in an effective manner, discipline up to and including termination may be exercised even if the conduct occurred outside school hours.

Employee Relations: It is the district's expectation that employees maintain a professional working environment that encourages mutual respect and promotes civil and congenial professional relationships among staff, students, and the public.

The district prohibits employees from intentionally harming or threatening to harm other employees, students, the public, or property belonging to any of these parties. This prohibition includes but is not limited to intentional acts such as verbally abusing others; using intimidation tactics and making threats; sabotaging another's work; making malicious, false, and harmful statements about others; publicly disclosing another's private information; or using electronic devices for harassment, bullying, or any other behavior that is discourteous, disrespectful or demeaning.

District employees are expected to exercise good judgment and discretion when using social networking and blogging venues such as Facebook, Twitter, etc. Content that is published on such blogs is public (for students, parents, community, and administration to view) and the employee is ultimately responsible for their posts.

Appearance: The board expects employees to conduct themselves in a professional manner appropriate to the educational environment and, as such, employees will be well groomed and dress in attire appropriate for their position. Clothing should be neat, clean, and free from inappropriate graphics. Discretion and common sense call for an avoidance of extremes which would interfere with or have a detrimental effect on the educational process. In addition, employees are expected to follow appropriate cleanliness practices as needed for the specific job assignment.

Employee Expectations/Conduct: It will be the general procedure of the Linn-Mar Community School District to administer progressive discipline to employees who violate federal or state laws and/or regulations, board policies, administrative regulations and/or rules, or exhibit unsatisfactory behavior or misconduct. Employees should refer to specific job descriptions for a full list of required standards, knowledge, skills, abilities, and expectations.

Discipline Process: Violations of this policy are subject to progressive disciplinary action up to and including termination. The following list includes but is not limited to the items which are deemed as infractions which given sufficient reason and evidence may result in discipline ranging from minor to major actions:

- Endangerment of children, staff, or community members
- Extreme or consistent poor judgment
- Harassment or bullying of students, employees, or community members
- Treating co-workers, supervisors, students, public, or volunteers in a discourteous, inattentive, or unprofessional manner
- Creating conflict with students, staff, or community members
- Engaging in any unethical or lascivious conduct
- Being dishonest including but not limited to deception, fraud, lying, cheating, or theft
- Spreading malicious rumors
- Demonstrating insubordination
- Engaging in vulgar, offensive, or abusive language or conduct toward others
- Fighting
- Smoking or using nicotine or tobacco products on district property or at district events
- Demonstrating gross misconduct or other serious violations of district polices/procedures
- Refusing to work with, communicate with, or speak to students or staff
- Failing to report injuries and/or damage to or an accident involving district equipment
- Working under the influence of a controlled substance, including possession of or use
 of imitation or counterfeit controlled substances or improper use of legally prescribed
 medications
- Possessing, being under the influence of, or drinking intoxicants on the job
- Possessing and/or carrying a weapon on district property, including the parking lot
- Willful and/or consistent violation of safety rules/regulations
- Contributing to unsanitary or unsafe conditions
- Horseplay which shows disregard for safety, comfort, or work performance of coworkers, district, students, and community members
- Disclosing confidential records/information (district, personnel, or student information)
- Using the district/facility computer systems, including accessing confidential computer files and data, without authorization
- Sabotaging, damaging, abusing, or destruction of district-owned and/or district or coworker owned equipment or property and/or unauthorized use of such equipment
- Willful violation of federal or state laws/regulations, board policy, administrative regulations and/or rules
- Failing to comply with licensure and certification requirements
- Falsifying district records such as employment applications and timecards in any way
- Using district computers, telephones, or equipment for unauthorized purposes (district issued technology is subject to inspection at any time)

- Initiating, developing, and/or maintaining inappropriate relationships with either adults or students
- Removing, posting, or altering required notices on any bulletin board on district property without permission of an immediate supervisor or the Human Resources department
- Copying district documents, software, etc., for personal use without authorization
- Using district communication systems inappropriately
- Presenting false claims for benefits
- Timecard violations (including falsification and/or clocking in while not working)
- Working unauthorized time, abusing or violation of working hours, break periods, or lunch periods
- Leaving the workplace during the scheduled workday without notification and permission
- Leaving the assigned work area or facility without notification and permission
- Loitering, excessive non-work related visiting, or deliberate inattention to duties during work hours including but not limited to utilizing social media, Pinterest, etc.
- Failure to perform required/assigned work duties and/or incompetence
- Working on personal jobs during the scheduled workday
- Being absent for three two or more days without notification or permission (also referred to as voluntary quitting or job abandonment)
- Being absent for less than three days without notification or permission
- Sleeping while on duty
- Negligence
- Not following district attendance procedures
- Violation of other rules or policies not specifically listed
- Being dishonest or uncooperative during district investigations

While the following progressive discipline process is used as a general guideline when administering discipline for minor infractions, the seriousness of each individual infraction will determine which level of discipline is administered up to and including termination. The district reserves the right to skip any level, as deemed appropriate.

- First Offense: Verbal counseling, documented
- Second Offence: Written warning
- Third Offense: Final written warning, may be accompanied by unpaid suspension up to five days and/or termination
- Fourth Offense: Termination
- Performance Improvement Plan (Optional)

Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when the employee has demonstrated an inability to perform assigned work responsibilities efficiently, the direct supervisor in consultation with the Human Resources office may place the employee on a performance improvement plan. This status will last for a pre-determined amount of time, not to exceed 90 calendar days. Within this time period the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the district. At the end of the performance improvement period the employee will either be returned to regular employee status or, if established goals are not met, termination may occur. Because of FLSA requirements, exempt employees will not be suspended without pay for less than a week.

Absenteeism and Tardiness: Unscheduled, unexcused absences due to injury or illness, even when following appropriate guidelines, may still be deemed excessive. Discipline for otherwise unexcused tardiness and absenteeism is generally applied per district procedures.

Certified Staff: Licensed employees of the school district, including administrators, will follow the code of ethics for their profession as established by the Iowa Board of Educational Examiners.

Adopted: 6/70

Reviewed: 12/11; 9/14; 8/17; 6/20

Revised: 3/11; 4/13 Related Policy: 403.35

Legal Reference (Code of Iowa): §§ 279.8; 282 IAC 13.25-26

IASB Reference: 404

Policy Series 400 – Staff/Personnel All Employees



Policy 403.27-R Administrative Regulations Regarding Pay Deductions

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

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

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

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

Adopted: 4/06

Reviewed: 3/11; 12/11; 4/13; 9/14; 8/17; 6/20

Related Policy: 403.27; 403.27-E

Legal Reference (Code of Iowa): §§ 91A.2(4), .3; 294.8-9, .16; 29 USC Sec 2 13(a); 29 CFR Pt 541

IASB Reference: 706.03-R(1)

Policy Series 400 – Staff/Personnel All Employees



Policy 403.31 Workers' Compensation Injury/Illness on the Job

Any employee reporting a work-related injury or illness will receive immediate and appropriate medical treatment. All applicable federal, state, and local laws or regulations pertaining to occupational injuries or illnesses will be followed and complied with at all times.

Reporting: It is the responsibility of all employees to immediately report in writing to their supervisor all work-related injuries or illnesses regardless of how insignificant or minor the injury or illness may appear at the time. Employee work injury report forms are provided for this purpose and may be obtained from building supervisors or the Human Resources office. The supervisor will then complete a supervisor's investigation report within 48 hours of the injury. Failure to report an injury or illness as required by state law and district policy could result in loss or delay of compensation benefits and possibly lead to corrective action up to and including termination.

An approved physician from a designated treatment center must treat the injured employee. Specialists will be assigned by the district in certain cases. Any treatment other than that approved by the district may not be compensable.

Injuries occurring in the course of employment are paid for by Workers' Compensation insurance. Workers' Compensation insurance pays all medical costs without a deductible provision and is paid for exclusively by the district. There are well-defined provisions that must be met to ensure that employees qualify for Workers' Compensation benefits.

Work-related injuries or illnesses must be immediately reported in writing to the employee's supervisor. The Workers' Compensation insurer [or designee] will investigate all late reported claims. Where facts cannot be verified, the claim will be denied. Any claim for an injury or illness caused by an employee's willful misconduct, alcohol or drug usage, or that occurs during the employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the district will not be compensable. Workers' Compensation fraud is a felony punishable by fines and/or jail time. The district will prosecute any individual found to be claiming a work-related illness or injury fraudulently.

Benefits: There are two types of Workers' Compensation benefits paid to an employee with a work-related injury or illness. These are medical and wage replacement benefits.

Medical benefits include the following:

- Physician's fees or health care provider fees: the approved physician or health care provider who provides treatment is paid through the workers' compensation insurer.
- Hospital fees: paid in full.
- Pharmacy costs: paid in full if prescribed by an approved physician.

Special costs: any other medical costs including but not limited to braces, crutches, physical
therapy, and rehabilitation therapy if deemed necessary by an approved physician or health
care provider will be paid in full according to state law.

In the event the injury is of the nature that requires outside medical treatment, employees will use personal illness leave for the first three days following the injury. The insurance company will not pay for the first three days of absence until after the employee's absence exceeds 14 days.

Workers' Compensation laws provide for a waiting period of three days before injured employees become eligible for wage replacement benefits. Employees will be covered for the period of disability to the limit allowed under the state Workers' Compensation law.

Wage replacement benefits are paid by the Workers' Compensation carrier during the time employees are temporarily disabled because of a work-related injury or illness. Employees receive a percentage of their salary as set by state law.

A public employer shall not supplement an employee's Workers' Compensation benefits by reducing the employee's sick leave, vacation leave, or earned compensatory time entitlements unless the employer first notifies the employee of their options to supplement and the employee elects to so supplement. A signed document indicating the employee's options is required by the district (Refer to Policy 403.31-E).

Employees who decline temporary modified duty in order to return to work from a leave of absence due to a Workers' Compensation injury will be considered to have resigned and will be terminated. Any employee refusing temporary modified duty for which they are qualified will not be eligible for benefits under Workers' Compensation regardless of their family, medical, or district extended leave status.

An employee who fails to return to work after being released by an approved physician will be considered to have resigned and will be terminated.

Adopted: 2/09

Reviewed: 12/11; 4/13; 6/20 Revised: 3/11; 9/14; 8/17 Related Policy: 403.31-E

Legal Reference (Code of Iowa): §§ 85; 279.40; 613.17

Policy Series 400 – Staff/Personnel All Employees



Policy 403.34 Employee Termination Voluntary/Involuntary

The Linn-Mar Community School District will ensure that employee terminations are handled in a professional manner with minimal disruption to ongoing work function. There are three types of terminations: voluntary, involuntary, and death.

Voluntary Termination: Voluntary termination of employment occurs when an employee informs their supervisor of their resignation or termination or is deemed to have occurred when an employee is absent from work for two consecutive workdays and fails to contact their immediate supervisor (job abandonment).

Employees are expected to provide a minimum of two weeks' notice of their intention to separate from the district in order to allow a reasonable amount of time to transfer on-going workloads. It is expected that written notification will be provided to the employee's immediate supervisor.

Human Resources, in conjunction with the immediate supervisor, will coordinate the employee's out-processing. This process includes:

- Returning all company property (keys, ID cards, parking passes, district equipment, etc.);
- Review of benefits status; and
- Completion of an exit interview questionnaire.

Licensed employees are required to follow board <u>Policy 401.7 Licensed Personnel</u> Resignation.

Involuntary Termination: An involuntary termination of employment, to include reductions in force, is a district-initiated dismissal.

Discharge may be for any reason (misconduct, tardiness, absenteeism, unsatisfactory performance, etc.). In some cases, progressive discipline may be used prior to termination to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct will result in immediate dismissal without prior use of progressive discipline.

Involuntary termination of a licensed employee will follow the process stipulated in the master agreement if applicable.

Death: A termination due to the death of an employee will be made effective as of the date of death.

Final Pay: An employee who resigns or is discharged will be paid as defined by district employee addendums. through the last day of work plus any unused/accrued vacation leave, if applicable, and applicable unused paid personal days minus advances or other agreements the employee may have with the district. Final pay due upon the death of an employee will be paid to the deceased employee's estate. Employees are not paid for unused sick leave days upon termination of employment.

Adopted: 2/09

Reviewed: 1/11; 12/11; 4/13; 6/20

Revised: 9/14; 11/16; 8/17



Policy 403.36 Safety Accountabilities and Responsibilities

Purpose: To meet the district's fundamental mission of educating children who live within the corporate boundaries of Linn-Mar Community School District it is critical that the district promote and provide for the safety and health of all employees. To that purpose, the following define the safety and health responsibilities for all levels of employees within the district and provide a framework for measuring the risk management performance of all individuals within the district.

Responsibilities:

- Administration: The district's administration is responsible for providing a safe and healthy workplace for employees. Administrators, managers, and/or supervisors will be responsible for administering the Safety Management Program policies and procedures that include the safety and claims management processes to control and minimize costs. Administration, managers, and/or supervisors will also provide performance evaluation guidelines and establish training materials, as needed, and will monitor them to ensure that the guidelines are met.
- <u>Employees</u>: Employee responsibilities include but are not limited to adherence to district safety rules, safe work procedures, bringing unsafe acts and conditions to the attention of administration, and to cooperate with the claims management process.

Superintendent:

• Responsibilities:

- Provide leadership and visible support for the Safety Management Program throughout the district.
- Commit the necessary resources to maintain and improve the Safety Management Program.
- Establish controls and accountability systems necessary to assure effective administration of the Safety Management Program.

Duties:

- o Review annual safety and claims cost performance.
- Evaluate the effectiveness of the Safety Management Program.
- Maintain effective and prompt safety and claims management communication through line organization to administration.
- Assure safety and claims management performance is discussed at regularly scheduled meetings.

Accountabilities:

- o Annual claims cost meet district goals.
- Ensure communication of safety topics at professional development and/or staff meetings.

Chief Operating Officer:

Responsibilities:

- o Provide leadership and visible support for the Safety Management Program.
- Resource for district in implementing and managing the Safety Management Program.
- Resource for regulatory issues that may affect the district's operation and Safety Management Program.
- Demonstrate leadership and communication responsibilities for all federal, state, and district policies and regulations on safety procedures and practices.
- Monitor compliance of federal, state, and board policies and regulations and administer appropriate notice and discipline.

Duties:

- Collaborate with Human Resources to develop annual safety and claims management objectives.
- o Ensure established safety rules and regulations are followed.
- Enforce alternative safety and claims management procedures or actions to meet risk management goals.
- Establish acceptable housekeeping standards, defining areas of responsibility for maintenance and inspection.
- Keep the superintendent informed on regulatory agency regulations (new or revised) that may affect the district's operation.
- Resource for the organization during regulatory agency visits and/or corresponding with the agency.
- o Member of the district's Safety Committee.

Accountabilities:

 Provides timely advice and/or resources and reports to the superintendent to meet the safety management goals.

Human Resources:

Responsibilities:

- Implement the district's Safety Improvement Plan to develop a strong safety attitude and clear understanding of duties and responsibilities for each employee.
- Maintain adequate controls to assure that the Safety Improvement Plan requirements are met.
- o Support the claims management procedures to meet district goals.

Duties:

- Set annual safety improvement goals in collaboration with the chief operating officer.
- Review safety claims management performance for the district and communicate the results to the superintendent.
- Investigate (or assists in the investigation of) all accidents within the district.
- Participate in regularly scheduled safety meetings.
- Communicate safety and health issues to all principals/employees.
- o Analyze problem areas and take corrective actions as needed.
- Make periodic observation of principals' safety activities and report to the superintendent.

- o Provide alternative duty jobs for employees injured on the job.
- o Direct insurance carrier/consultants loss control and claims services to meet the district's' risk management goals.

Accountabilities:

- o Complete necessary safety and health projects.
- Safety inspection recommendation compliance.
- OSHA recordable injury and illness rates compared to district goals.
- o Safety contacts with employees to monitor the effectiveness of the program.
- Ensure safety inspections are completed monthly.
- o Ensure accident investigations are performed completely and in a timely manner.
- Assist in training employees on safe work procedures and proper protective equipment usage.
- o Cooperate with the claims management process.

Principals/Assistant Principals/School Facilitators:

• Responsibilities:

- Train assigned employees on safe work procedures and proper protective equipment usage.
- Ensure that safe work procedures are followed and proper protective equipment is being used.
- Ensure that the safe condition of the work environment including good housekeeping is maintained.
- Maintain equipment in safe working order and notify appropriate personnel if and when repairs are necessary.

Duties:

- Make daily inspections of facility work area and take immediate steps to correct unsafe conditions and work practices.
- Ensure that employees follow safe job procedures.
- Report on safety activities (including deficiencies) to the next level of administration.
- o Require each employee to maintain good housekeeping.
- Require employees to use proper lifting techniques and material handling procedures.
- Take necessary action to ensure monthly safety inspections are completed by appropriate staff.
- o Ensure that proper personal protective equipment is worn and maintained.
- Collaborate with Human Resources to conduct safety meetings with employees on a regular basis.
- Conduct accident investigations, determine corrective action, and follow up to see that those selected are implemented effectively.

Accountabilities:

- o Safety meetings are conducted at times determined by the district.
- Safety inspections are completed at times determined by the district.
- Investigate all accidents within the department and submit a report in accordance with district procedures.
- o Follow and enforce safety rules and regulations.

Employees:

Responsibilities:

- Follow safe work procedures and take an active part in protecting themselves, their fellow employees, and students.
- Understand the hazards and safety precautions to reduce or eliminate those hazards before undertaking any assignment.
- Report all unsafe conditions, practices, and behaviors to their administrator and make suggestions for their correction.
- Report all injuries to their immediate supervisor and obtain first aid or medical help in accordance with district procedures.
- Participate in the continuous improvement of the district's safety management guidelines.
- Fully cooperate with the claims management process.

Duties:

- o Comply with written safety and health rules.
- Follow approved methods of performing their jobs.
- o Wear and maintain proper personal protective equipment as required.
- Come to work each day mentally and physically capable to safely perform duties.
- Report safety hazards, unsafe behaviors by others, and any other safety related questions or concerns to immediate supervisor.
- Assist in problem solving and safety management guidelines improvement.
- Maintain good housekeeping throughout their area of influence.
- Cooperate with the claims management process.

Adopted: 9/12 Reviewed: 4/13; 6/20 Revised: 9/14; 11/16; 8/17 Related Policy: 403.37

Policy Series 500 – Students Student Health & Safety

LINN-MAR Community School District

Policy 504 Student Health Services

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

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.

- Emergency care situations 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
 situations include 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.
- <u>Invasive physical examination</u> 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 screenings.
- <u>Student health screening</u> 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 indepth 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 regarding this policy. The superintendent [or designee] will provide a written report on the role of health services in the education program to the board on an annual basis.

Reference Iowa Senate File 2080 for additional information

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: 607.2 Mandatory Policy



Policy 504.32 Stock Prescription Medication Supply

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 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 will stock a minimum of the following for each attendance center:

- a) One pediatric dose and one adult dose Two epinephrine auto-injectors;
- b) One pediatric and one adult dose Two bronchodilator canisters or spacers; and
- c) One dose of opioid antagonist.

The supply of such medications will be maintained in a secure, dark, temperature-controlled location in each school building.

The school nurse or trained and authorized personnel will routinely check the stock of medications and document in a log on a monthly basis:

- 1. The expiration date;
- 2. Any visualized particles, or
- 3. Any color changes.

The school nurse or trained and authorized personnel will 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, close to expiration, discolored, or has particles visible in the liquid.

Training: A school nurse or trained and authorized personnel 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, 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 will consist of the requirements established by law.

Authorized personnel will be required to 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 antagonists 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 administering the medication ("medication incident").

Reporting: The district will contact emergency medical services (911) immediately after a stock epinephrine auto-injector, bronchodilator canister or spacer, or 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 the following 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; or
- 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.

Adopted: 4/16

Reviewed: 11/17; 12/20

Revised: 3/23

Related Policy: 504.31; 504.31-E1-E2

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

IASB Reference: 804.5

Policy Series 600 – Education Program Student Services



Policy 604.1 Student Guidance and Counseling Program

The Linn-Mar Community School District will provide a student guidance and counseling program. School counselors will be certified with the lowa Department of Education and hold qualifications required by the Board of Education and the Board of Educational Examiners. School counselors will be certified with the lowa Board of Educational Examiners and hold the qualifications required by the board.

The district's guidance and counseling program will serve grades PK-12. The program will assist students with their personal, educational, and career development. The program will coordinate with the education program and involve licensed personnel.

Adopted: 6/70

Reviewed: 7/11; 9/12; 2/15; 6/21

Revised: 10/13; 4/18

Related Policy: 505.6-6R; 602.1; 604.5

Legal Reference (Code of Iowa): §280.14; 622.10; 281 IAC 12.3(11)

IASB Reference: 607.01

Policy Series 900 – Facilities and Sites Maintenance and Operations



Policy 902.2-R Radon Mitigation Administrative Regulations

The district will create, and the school board will approve, a plan to assess levels of radon gas present in district attendance centers.

Funding for any costs related to radon testing or mitigation will be paid for from the state school foundation aid received by the district or from revenues received from the Secure an Advanced Vision for Education fund (SAVE fund).

Each attendance center will undergo a short-term test for the presence of radon gas at least once by July 1, 2027. Short-term test means a test using a device that remains in an area for two to seven days to determine the amount of radon in the air. Repeated short-term testing will occur every five years following the date of the first test.

Radon testing will be performed by an individual who is certified to conduct the required testing pursuant to lowa Code Section 136B.1 or by district employees who have completed a school radon testing training program approved by the lowa Department of Education and the lowa Department of Public Health.

If the results of any short-term tests at the attendance centers are at or above four picocuries per liter, the district will conduct a second short-term test in spaces with elevated levels within 60 days of the first test. If the averaged test results of the first and second tests are at or above four picocuries per liter, the district will retain an individual credentialed to develop a radon mitigation plan.

The radon mitigation plan may include, but not be limited to, further diagnostic testing, corrective measures, and active mitigation strategies. The radon mitigation plan will be completed within two years of the first short-term test unless the district plans to abandon or renovate the attendance center within five years and the renovation includes radon mitigation.

All new construction within the district will include radon-resistant construction techniques.

Adopted: 10/22 Related Policy: 902.2

Legal Reference (Code of Iowa): §§ 280.32; HF2412

IASB Reference: 804.07-R1



LMCSD School Board Meeting Minutes March 6, 2023

100: Call to Order and Determination of a Quorum

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

200: Adoption of the Agenda Motion 156-03-06

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

300: Special Recognition

The middle school and high school Show Choirs and their coaches were recognized.

400: Informational Reports, Discussions, and Presentations

<u>401: Update from Student Assistance Specialists and School Counselors</u> – Exhibit 401.1 The intermediate/middle level Student Assistance Specialists and School Counselors shared information on the procedures and supports offered to students and families during transitions between grade-level buildings.

402: Marion City Council

Rollinger reported that a City Council member recognized the POMs and Colton Center Jazz Ensemble for their recent achievements during the February 23rd Marion City Council meeting.

403: Finance/Audit Committee

Buchholz, Morey, and Weaver reported that during the March 2nd Finance/Audit Committee meeting the list of bills currently in legislation were reviewed along with the district's budget plan, a 28E agreement with the City of Marion, and documents pertaining to the SAVE bond sale.

404: Linn County Conference Board

Buchholz reported that the City of Cedar Rapids and Linn County budgets were ratified during the March 2nd Linn County Conference Board meeting.

405: Legislative Update

Morey reported that an updated handout of the bills in legislation was provided to the board members, that the first funnel date had passed, and that the second funnel date is March 31st.

406: Superintendent's Update – Exhibit 406.1

Superintendent Bisgard reported that a draft of the Strategic Plan will be shared during the April 10th board meeting. Bisgard also thanked the LM School Foundation staff for a successful and fun MANE Event and congratulated the Colton Center Jazz Ensemble and eSports team on their recent achievements.

500: Unfinished Business

501: Approval of Resolution – Exhibit 501.1 Motion 157-03-06

MOTION by Walker to approve the resolution appointing UMB Bank of West Des Moines, Iowa, to serve as the paying agent, bond registrar, and transfer agent; approving the paying agent, bond registrar, and transfer agent agreement; and authorizing the execution of same regarding the sale of \$15,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2023. Second by Wall. Rollinger shared concerns about moving forward due to current budget concerns and suggested taking a step back for further consideration. Morey clarified that the reason for a new administration building is due to the need to create more instructional space for the high school. Roll call vote. Ayes: Buchholz, Morey, Nelson, Walker, Wall, and Weaver. Present: Rollinger. Motion carried.

502: Approval of Tax Exemption Certificate – Refer to Exhibit 501.1 Motion 158-03-06

MOTION by Buchholz to approve the tax exemption certificate regarding the sale of \$15,000,000

School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2023, and to place it on file. Second by Wall. Roll call vote. Ayes: Morey, Nelson, Walker, Wall, Weaver, and Buchholz. Present: Rollinger. Motion carried.

503: Approval of Terms of Issuance and Payment – Refer to Exhibit 501.1 Motion 159-03-06

MOTION by Wall to approve the resolution authorizing and providing for the terms of issuance and securing the payment of \$15,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2023, of the Linn-Mar Community School District, State of Iowa, under the provisions of Chapters 423E and 423F of the Code of Iowa and providing for a method of payment of said bonds. Second by Nelson. Roll call votes. Ayes: Nelson, Walker, Wall, Weaver, Buchholz, and Morey. Present: Rollinger. Motion carried.

504: Set Public Hearing Motion 160-03-06

MOTION by Wall to set a public hearing for 5:00 PM on Monday, April 10, 2023, at the Learning Resource Center regarding the modified plans and specifications for the new administration building. Second by Walker. Voice vote, all ayes. Motion carried.

505: Superintendent Search Qualifications Approval Motion 161-03-06

MOTION by Walker to approve the following qualifications for consideration regarding the applicants for the superintendent position as discussed during the February 20th board meeting: 1) Communication/ strengths in leadership, 2) Focus on student achievement and experience, 3) Support teachers/retain and recruit high quality, and 4) Leadership through the Strategic Plan/do what's best for students. Second by Nelson. Voice vote, all ayes. Motion carried.

<u>506: Second Reading of Policy Recommendations</u> – Exhibit 506.1 <u>Motion 162-03-06</u> **MOTION** by Wall to approve the second reading of the policy recommendations as presented. Second by Walker. Walker requested that Policy 502.3 include a non-punitive option in the discipline/referral process. Voice vote, all ayes. Motion carried.

- The full 100 Series (Board of Directors) and 300 Series (Administration) were reviewed; no changes.
- The following recommendations presented due to suggestions by the Iowa Association of School Boards:
 - o 401.5 Licensed Personnel Professional Development
 - o 401.15 Child Abuse Reporting by Licensed Personnel
 - 502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs
 - 504.31 Administration of Medication to Students
 - o 504.31-E2 Authorization-Asthma or Other Airway Constricting Medication Self-Administration Form

- 504.32 Stock Epinephrine Auto Injector Supply
- 601.3 School Day
- o 602.10 Curriculum Development
- o 602.11 Curriculum Implementation
- o 602.27 Selection of Instructional Materials
- o 602.27-R Admin Regulations Regarding Selection of Instructional Materials
- o 602.28 Inspection of Instructional Materials
- o 602.29 Objection to Instructional Materials
- o 602.29-R Admin Regulations Regarding Objection to Instructional Materials
- o 602.29-E1 Objection to Instructional materials Reconsideration Request Form
- o 604.6 School Library
- 1004.3 Tobacco/Nicotine-Free Environment

600: New Business

601: Early Graduation Requests - Exhibit 601.1 Motion 163-03-06

MOTION by Buchholz to approve the early graduation requests for Khiah Rentschler and KayLeann Sims. Second by Nelson. Morey offered congratulations. Voice vote, all ayes. Motion carried.

602: Fundraising Requests – Exhibit 602.1 Motion 164-03-06

MOTION by Weaver to approve the fundraising requests as presented in Exhibit 602.1. Second by Walker. Voice vote, all ayes. Motion carried.

700: Consent Agenda Motion 165-03-06

MOTION by Weaver to approve the consent agenda as presented. Second by Wall. Voice vote, all ayes. Motion carried.

701: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Tandy, Melissa	LRC: From Assoc Dir to Executive Director of Student Services	7/1/23	\$120,000/year

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Breitfelder, Leisa	LRC: Exec Dir of Student Services	6/30/23	Other employment
Luedeman, Wendy	OR/HP: Leave of Absence	3/1/23	Not returning for 2023-24 school year
Sleeper, Katie	HS: Leave of Absence	3/1/23	Not returning for 2023-24 school year
Wiley, Sally	BW: Leave of Absence	3/1/23	Not returning for 2023-24 school year

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Fink, Jessica	HS: Student Support Associate	2/20/23	LMSEAA II, Step 1
Rogers, Jeff	TR: Substitute Bus Driver	2/20/23	Step 1
Saddoris, John	NS: WE General Help	3/6/23	Step 1
Walker, Dondrea	TR: From Regular Sub to Bus Driver	2/22/23	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Dozier, Beth	NS: EX General Help/Cashier	3/1/23	Personal
Hendrickson, Erik	O&M: Custodian	2/27/23	Termination
Jackson, Laura	NS: NE Lead Baker	2/17/23	Other employment
Vancura, Heidi	LG: Student Support Associate	3/9/23	Personal

Co/Extra-Curricular Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Jeffery, Morgan	EX: Math Counts Club	3/1/23	\$500
McKnight, Andrew	HS: Assistant Girls Varsity Soccer Coach	3/13/23	\$3,396

702: Approval of February 20th Minutes - Exhibit 702.1

703: Approval of February 24th Minutes - Exhibit 703.1

704: Approval of Bills/Warrants - Exhibit 704.1

705: Approval of Contracts – Exhibits 705.1-9

- 1. Student teaching agreement with Cornell College
- 2. Student teaching agreement with University of Northern Iowa
- 3. Agreement with Nutrislice
- 4. Agreement with Edmentum for EdOptions Academy Overdraft Payment
- 5. Agreement with Edmentum for ALVS Overdraft Payment
- 6. Independent contractor agreement with Mark Baumann
- 7. Non-commercial licensing agreement with Janessa Carr, Coach for 6th gr girls basketball
- 8. Agreement with Jr Achievement of Eastern Iowa
- 9. Agreement with Morningside University

706: Overnight Trip Requests – Exhibits 706.1-5

- 1. LMHS Robotics to attend FRC Regional Competition in Cedar Falls on March 23-25
- 2. Model UN to attend Spring Conference in Cedar Falls on March 30-31
- 3. FBLA to attend State Conference in Coralville on March 30-April 1
- 4. FFA to attend State Conference in Ames on April 16-18
- 5. Contest Speech to attend State Competition in Eldridge, Iowa on March 10-11

707: Informational Financial Reports – Exhibits 707.1-2

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

800: Board Communications, Calendar, and Committees

801: Board Communications

Buchholz congratulated Lisa Bluder, University of Iowa Girls Basketball Coach, for being the all-time winningest coach in the program's history and shared that Bluder is a LM graduate. Questions were asked about the selection of the superintendent search stakeholder groups. Weaver suggested the LM School Foundation MANE Event include raffle tickets for girls basketball.

802: Board Calendar

Date	Time	Event	Location
Mar 8	11:30 AM	Marion State of the City	CR Marriott
Mar 9	5:30 PM	Marion City Council (Wall)	City Hall
Mar 10	TBD	Board Special Session (Sup candidate screening)	Boardroom
Mar 13-17		Spring Break	
Mar 20	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
Mar 22	TBD	Board Special Session (Sup candidate interviews)	Boardroom
Mar 23	11:30 AM	Board Visit	Echo Hill
Mar 23	5:30 PM	Marion City Council (Nelson)	City Hall

Date	Time	Event	Location
Apr 6	11:30 AM	Board Visit	Bowman Woods
Apr 6	5:30 PM	Marion City Council (Buchholz)	City Hall
Apr 7	1:00 PM	Policy Committee	LRC Room 5
Apr 10	5:00 PM	Board Meeting	Boardroom
Apr 17	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
Apr 20	7:30 AM	Finance/Audit Committee	LRC Room 203
Apr 20	11:30 AM	Board Visit	Indian Creek
Apr 20	5:30 PM	Marion City Council	City Hall
Apr 24	5:00 PM	Board Meeting	Boardroom
Apr 27-28		IASB Summit on Student Success	FFA Center in Ankeny

803: Committees/Advisories

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

900: Audience Communications

- 1. James Thatcher (resident): Board action
- 2. Stephanie Kelsey (parent): Book banning
- 3. Tiffany DeBow (parent): Positive feedback
- 4. Sarah Scott (parent): Positive feedback
- 5. Alexa Clymer (student): Student voice
- 6. Midhat Mausoor (parent): Positive feedback
- 7. Vanessa Renaud (parent): Public ed support
- 8. Geralyn Jones (resident): Love
- 9. Scott Foens (parent): Books
- 10. Curt Hancock (citizen): President's Day
- 11. Joe Stutler (resident): Public ed support
- 12. Ana Clymer (parent): Public ed support

<u>1000: Adjournment *Motion 166-03-06*</u>

MOTION by Buchholz to adjourn the meeting at 6:40 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

	3 3
Brittania Morey, Board Presider	-
David Nicholson, Board Secretary/Treasure	-



LMCSD School Board Work Session March 6, 2023

100: Call to Order and Determination of a Quorum

The Linn-Mar Board of Directors work session was called to order at 6:55 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Nicholson and Christian.

200: Adoption of the Agenda Motion 167-03-06

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

300: Work Session

301: Overview of Superintendent Candidate Pool

Trent Grundmeyer and Shanlee McNally, Grundmeyer Leader Services, reported that 13 applications were submitted (9 males, 2 females, 1 no response) ranging in central office experience from 5-15 years.

302: Move into Closed Session Motion 168-03-06

MOTION by Walker to move into closed session at 6:59 PM as provided in Iowa Code Section 21.5(1)(i) of the Open Meetings Law "to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session". Second by Weaver. Roll call vote, all ayes. Motion carried.

303: Move into Open Session Motion 169-03-06

MOTION by Walker to return to open session at 9:00 PM. Second by Wall. Roll call vote, all ayes. Motion carried.

400: Adjournment *Motion 170-03-06*

MOTION by Wall to adjourn the work session at 9:01 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

	Brittania Morey, Board Presiden
David N	licholson, Board Secretary/Treasure



LMCSD School Board Special Session Minutes March 10, 2023

100: Call to Order and Determination of a Quorum

The Linn-Mar Board of Directors special session was called to order at 12:55 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Nicholson. Also present were Shanlee McNally and Art Sathoff, Grundmeyer Leader Services.

200: Adoption of the Agenda Motion 171-03-10

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

300: Closed Session

301: Move into Closed Session Motion 172-03-10

MOTION by Wall to move into closed session at 12:55 PM as provided in Iowa Code Section 21.5(1)(i) of the Open Meetings Law "to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session". Second by Walker. Roll call vote, all ayes. Motion carried.

302: Move into Open Session *Motion 173-03-10*

MOTION by Buchholz to return to open session at 4:57 PM. Second by Wall. Roll call vote, all ayes. Motion carried.

400: Adjournment *Motion 174-03-10*

MOTION by Walker to adjourn the special session at 4:58 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President
David Nicholson, Board Secretary/Treasurer



LMCSD School Board Special Session Minutes March 22, 2023

100: Call to Order and Determination of a Quorum

The Linn-Mar Board of Directors special session was called to order at 1:55 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Nicholson and Christian. Also present were Trent Grundmeyer and Shanlee McNally, Grundmeyer Leader Services.

200: Adoption of the Agenda Motion 175-03-22

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

300: Superintendent Interviews & Deliberation

- Chace Ramey Interview 2:00 PM
- Nick Ouellette Interview 3:15 PM
- Amy Kortemeyer Interview 4:30 PM

301: Move into Closed Session Motion 176-03-22

MOTION by Wall to move into closed session at 1:59 PM as provided in Iowa Code Section 21.5(1)(i) of the Open Meetings Law "to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session". Second by Walker. Roll call vote. All ayes. Motion carried.

302: Return to Open Session Motion 177-03-22

MOTION by Walker to return to open session at 8:23 PM. Second by Wall. Roll call vote, all ayes. Motion carried.

400: Discernment Motion 178-03-22

MOTION by Wall to direct Grundmeyer Leader Services to offer the superintendent contract as discussed in closed session. Second by Walker. Roll call vote, all ayes. Motion carried.

500: Adjournment *Motion 179-03-22*

MOTION by Walker to adjourn the special session at 8:25 PM. Second by Weaver. Voice vote, all ayes. Motion carried.

Brittania Morey, Board Presider
 David Nicholson, Board Secretary/Treasure





Inspire Learning. Unlock Potential. Empower Achievement.

School Board Special Session Minutes March 27, 2023

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board special session was called to order at 11:30 AM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker (by phone), Wall (by phone), and Weaver. Administration present: Bisgard and Nicholson.

200: Adoption of the Agenda 180-03-27

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

300: Special Session

301: Approval of Hiring 181-03-27

MOTION by Weaver to approve issuing a three-year contract to Mrs. Amy Kortemeyer to serve as Superintendent of Schools beginning July 1, 2023, with a first year compensation of \$240,000. Second by Buchholz. Roll call vote, all ayes. Motion carried.

400: Adjournment 182-03-27

MOTION by Nelson to adjourn the meeting at 11:31 AM. Second by Walker. Voice vote, all ayes. Motion carried.

	Brittania Morey, Board President
David Nich	nolson, Board Secretary/Treasure

IA - Warrants Paid Listing	Date Range:	<u>Criteria</u> 03/03/2023 - 04/06/202
Fiscal Year: 2022-2023	Date Kange.	03/03/2023 - 04/00/202
Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$10,076.99
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$246.31
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$1,053.37
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$246.31
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$1,053.37
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$732.02
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$602.88
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$904.80
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.33
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.36
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$497.31
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$41.52
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$252.16
WEST FARGO FLYERS	DUES AND FEES	\$687.50
	Fund To	otal: \$16,499.13
Fund: DEBT SERVICE		
UMB BANK, N.A.	INTEREST	\$1,237,950.00
UMB BANK, N.A.	OTHER PROFESSIONAL	\$500.00
UMB BANK, N.A.	PRINCIPAL REDEMPTION	\$3,160,000.00
	Fund To	tal: \$4,398,450.00
Fund: GENERAL		
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL	\$3,652.08
ACME TOOLS	INSTRUCTIONAL SUPPLIES	\$132.97
ACTERRA GROUP LLC	MAINTENANCE SUPPLIES	\$21.21
ACUTRANS	Professional Educational Services	\$63.45
ADVANCE AUTO PARTS	TRANSP. PARTS	\$166.22
ADVANTAGE	GENERAL SUPPLIES	\$108.54
AGVANTAGE FS	PROPANE	\$10,819.55
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$1,552.50
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$853.71
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$286.46
ALLIANT ENERGY	ELECTRICITY	\$85,359.08
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$18,201.63
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$462.42
ANDERSON DAVID	Professional Educational Services	\$225.00
APPLEBY & HORN	GENERAL SUPPLIES	\$320.76
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$827.31
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$207.84
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$934.19
ASIFLEX	EE LIAB-FLEX DEP CARE	\$13,123.09
ASIFLEX	EE LIAB-FLEX HEALTH	\$20,928.39
AT & T MOBILTY	INTERNET	\$1,497.67
AUTO-JET MUFFLER	TRANSP. PARTS	\$220.25

Report: rptIAChecksPaidListing

2022.3.21

Page:

Printed: 04/06/2023

8:36:09 AM

IA - Warrants Paid Listing

Date Range:

Criteria 03/03/2023 - 04/06/2023

Fiscal Year: 2022-2023

Year: 2022-2023		
Vendor Name	Description	Check Tota
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$567.56
BEKE CATHLEEN	STAFF TRAVEL	\$125.00
BETSY TAIT DESIGNS	INSTRUCTIONAL SUPPLIES	\$400.00
BISGARD SHANNON	STAFF TRAVEL	\$128.00
BLUUM OF MINNESOTA, LLC	INSTRUCTIONAL SUPPLIES	\$12.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$3,609.08
BURKE ANGELA	STAFF TRAVEL	\$24.85
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$1,235.55
C.J. COOPER & ASSOCIATES	DUES AND FEES	\$95.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$450.00
C.R. GLASS CO	GENERAL SUPPLIES	\$2,777.96
CAPITAL ONE	GENERAL SUPPLIES	\$349.21
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$2,376.90
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$51.67
CEDAR RAPIDS TIRE	REPAIR PARTS	\$528.88
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,100.48
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$5,446.31
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$9,080.00
CENTRAL PROGRAMS, INC	LIBRARY BOOKS	\$2,712.16
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$7,793.12
CENTURYLINK	TELEPHONE	\$3,481.69
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$491.40
CITY OF MARION.	OTHER PROFESSIONAL	\$1,407.60
COE COLLEGE	DUES AND FEES	\$280.00
COE COLLEGE	INSTRUCTIONAL SUPPLIES	\$180.00
	EE LIAB-GARNISHMENTS	\$3,067.20
COLLECTION COPY SYSTEMS INC	GENERAL SUPPLIES	\$608.00
	INSTRUCTIONAL SUPPLIES	\$59.00
COPYWORKS	REPAIR/MAINT SERVICE	\$285.00
CR SIGNS, INC	ELECTRICAL SUPPLY	\$1,716.28
CRESCENT PARTS & EQUIPMENT CO., INC CRISIS PREVENTION INSTITUTE INC	PROF SERV: EDUCATION	\$200.00
	TRANSP. PARTS	\$4.20
CROWBAR'S	GENERAL SUPPLIES	\$1,295.35
CULLIGAN	INSTRUCTIONAL SUPPLIES	\$52.00
CULLIGAN	TRANSP. PARTS	\$1,658.58
CUMMINS SALES AND SERVICE		\$17,516.30
CUMMINS SALES AND SERVICE	VEHICLE REPAIR	\$80.00
DENNY AMANDA	Professional Educational Services	\$231.00
EATON JULIA	TRANSP PRIVATE CONT	\$19,565.00
EDMENTUM, INC	COMPUTER SOFTWARE	\$3,500.00
EDMENTUM, INC	INSTRUCTIONAL SUPPLIES	\$3,500.00
EDMENTUM, INC	PROF SERV: EDUCATION	
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,886.49
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$744.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,431,113.44
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$36.01

IA - Warrants Paid Listing

Date Range:

Criteria

03/03/2023 - 04/06/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
FOLLETT CONTENT SOLUTIONS, LLC	INSTRUCTIONAL SUPPLIES	\$188.25
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$1,981.21
FONTENOT JOSEPH	OFFICIAL/JUDGE	\$90.00
GASWAY CO, J P	GENERAL SUPPLIES	\$3,994.30
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$532.45
GILLIS COLIN	TRANSP PARENT REIMB	\$251.10
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$751.00
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$1,049.25
GRAINGER	GENERAL SUPPLIES	\$2,019.50
GRANT WOOD AEA	DUES AND FEES	\$180.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$186.05
GRANT WOOD AEA	TUITION IN STATE	\$2,172.17
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$10,960.02
HALVERSON GINGER	STAFF TRAVEL	\$322.70
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$27,511.08
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$5,925.00
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$417.00
HAYES BETH	STAFF TRAVEL	\$105.90
HENDRICKSON TYLER	Professional Educational Services	\$225.00
HENNINGS KELLY	STAFF TRAVEL	\$45.30
HOBART SERVICE	GENERAL SUPPLIES	\$629.37
HOGLUND BUS CO. INC	TRANSP. PARTS	\$368.06
HUPP ELECTRIC MOTORS	HEAT/PLUMBING SUPPLY	\$1,491.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$59.91
IMON COMMUNICATIONS LLC	INTERNET	\$180.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$2,182.71
MPLECHO, LLC	INSTRUCTIONAL SUPPLIES	\$4,570.00
NSTRUMENTALIST AWARDS	INSTRUCTIONAL SUPPLIES	\$211.00
NTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$87,684.38
NTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$374,925.86
NTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$87,684.38
NTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$374,925.86
NTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$450,743.88
NTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$186.00
NTERSTATE BILLING SERVICE	GENERAL SUPPLIES	\$828.70
NVOLTA	COMPUTER SOFTWARE	\$75.00
NVOLTA	OTHER TECH SER	\$150.00
OWA COMMUNICATIONS NETWORK	COMPUTER SOFTWARE	\$11.08
OWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$63,055.73
OWA DIVISION OF LABOR	HEAT/PLUMBING SUPPLY	\$1,800.00
OWA DIVISION OF LABOR	OTHER PROFESSIONAL	\$120.00
OWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$5,620.00
OWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$357,407.20
OWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$536,395.00
OWA SHARES	EE LIAB-CHARITY	\$23.00

IA - Warrants Paid Listing

Date Range:

Criteria 03/03/2023 - 04/06/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
IOWA TESTING PROGRAMS	DUES AND FEES	\$20,628.00
IPEVO INC.	INSTRUCTIONAL SUPPLIES	\$632.27
ISFIS	OTHER PROFESSIONAL	\$468.00
JIM GIESE COMMERCIAL ROOFING	REPAIR/MAINT SERVICE	\$330.00
JOHNSON CONTROLS	HEAT/PLUMBING SUPPLY	\$938.08
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$752.61
JVA MOBILITY	EQUIPMENT >\$5,000	\$4,012.80
JVA MOBILITY	INSTRUCTIONAL SUPPLIES	\$4,572.00
KEGEL ALLYSON	INSTRUCTIONAL SUPPLIES	\$180.00
KIRKMAN THERESA	STAFF TRAVEL	\$123.00
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$200.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$199,358.59
KOENEN KARLA	STAFF TRAVEL	\$52.70
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$7,735.26
LINN CO-OP OIL	DIESEL	\$16,435.50
LINN CO-OP OIL	GASOLINE	\$9,011.10
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$621.78
LINN COUNTY REC	ELECTRICITY	\$39,391.78
INN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$203.22
INN-MAR CASH ADVANCE	Cash Advance	\$911.51
INN-MAR FOUNDATION	EE LIAB-CHARITY	\$105.00
LITERATI, INC	GENERAL SUPPLIES	\$2,275.56
J'S CATERING	GENERAL SUPPLIES	\$464.75
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$39.14
YNCH COLLISION CENTER	VEHICLE REPAIR	\$8,403.99
YNCH FORD	VEHICLE REPAIR	\$493.62
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,682.17
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,061.67
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$208.00)
MARCO TECHNOLOGIES, LLC	Copies	\$7,649.75
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$729.44
MARCO TECHNOLOGIES, LLC	INSTRUCTIONAL SUPPLIES	\$216.14
MARION CHAMBER OF COMMERCE	DUES AND FEES	\$450.00
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$1,690,932.27
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$1,523.48
MARION JANITORIAL SUPPLY CO	SHOP TOOLS/EQUIPMENT	\$108.99
MARION WATER DEPT	WATER/SEWER	\$8,952.47
MARZANO RESOURCES LLC	PROF SERV: EDUCATION	\$19,474.00
MAY ANDREW	OFFICIAL/JUDGE	\$90.00
MCMASTER-CARR	GENERAL SUPPLIES	\$18.20
MEDIACOM	INTERNET	\$437.80
MEDIACOM	TELEPHONE	\$306.90
MENARDS -13127	GENERAL SUPPLIES	\$2,720.17
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$202.66
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$362.29

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IA - Warrants Paid Listing Criteria

A - Warrants Paid Listing		ange: 03/03/2023 - 04/06/2023
cal Year: 2022-2023		
Vendor Name	Description	Check Total
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$26,132.47
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$586,805.13
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$23,030.77
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$27,840.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$27,638.80
MICHEEL COURTNEY	STAFF TRAVEL	\$111.60
MID AMERICAN ENERGY	NATURAL GAS	\$7,688.54
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$79,316.32
MIDWEST ALARM SERVICES	ELECTRICAL SUPPLY	\$567.00
MIDWEST WHEEL	TRANSP. PARTS	\$2,915.73
MONTESSORI SCHOOL OF MARION	TEXTBOOKS	\$229.90
MOUNT MERCY UNIVERSITY.	TUITION COLLEGE/UNIV	\$62,234.94
NAPA AUTO PARTS	SHOP TOOLS/EQUIPMENT	\$184.01
NAPA AUTO PARTS	TRANSP. PARTS	\$33.92
NAVIGATE WELLNESS, LLC	OTHER PROFESSIONAL	\$15,000.00
NIKEYA DIVERSITY CONSULTING LLC	PROF SERV: EDUCATION	\$28,750.00
NOTEWORTHY MUSIC SERVICES, INC	PROF SERV: EDUCATION	\$295.00
O'CONNELL MICHAELA	STAFF TRAVEL	\$191.15
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$695.00
P & K MIDWEST	GROUNDS UPKEEP	\$2,118.03
PALO OUTDOORS	INSTRUCTIONAL SUPPLIES	\$649.38
PARTS TOWN, LLC	GENERAL SUPPLIES	\$1,053.81
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$425.79
PITNEY BOWES	DUES AND FEES	
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$1,678.80
		\$652.46
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$1,104.59
POOL TECH, A WGHK INC, COMPANY	MAINTENANCE SUPPLIES	\$6,524.50
POWERSCHOOL GROUP LLC	COMPUTER SOFTWARE	\$30,672.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$3,021.59
QUALITY AUTO REBUILDERS	REPAIR/MAINT SERVICE	\$60.00
QUILL CORPORATION	GENERAL SUPPLIES	\$39.39
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$411.49
REAMS SPRINKLER SUPPLY	GROUNDS UPKEEP	\$115.20
RIVERSIDE INSIGHTS	CONSUMABLE WORKBOOKS	\$3,514.67
RIVERSIDE TECHNOLOGIES, INC	INSTRUCTIONAL SUPPLIES	\$22,718.00
ROBBINS LASHAE	MISC REVENUE	\$12.00
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$904.28
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$830.76
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$121.20
SADLER POWER TRAIN	TRANSP. PARTS	\$1,352.19
SCHAEFFER MANUFACTURING COMPANY	REPAIR PARTS	\$1,859.16
SCHOLASTIC BOOK FAIR INC	GENERAL SUPPLIES	\$5,411.83
SCHOLASTIC MAGAZINE	LIBRARY BOOKS	\$7.20
SCOTT SARAH	TXTBK RENTAL PS	\$45.00

Linn-Mar Community School District Criteria IA - Warrants Paid Listing 03/03/2023 - 04/06/2023 Date Range: Fiscal Year: 2022-2023 Description Check Total Vendor Name \$90.00 OFFICIAL/JUDGE SESKER KENT \$21,721.70 **TUITION IN STATE** SOUTHEAST POLK COMM SCHOOL DISTRICT **GENERAL SUPPLIES** \$3,113.11 SPHERO, INC \$13.50 **GENERAL SUPPLIES** STATE HYGIENIC LABORATORY MAINTENANCE SUPPLIES \$507.00 STATE INDUSTRIAL PRODUCTS CORP. \$40.00 INSTRUCTIONAL SUPPLIES STOREY KENWORTHY \$4.015.75 EE LIAB-VOL/SUN LIFE INS SUN LIFE FINANCIAL EBG \$326.05 LIBRARY BOOKS SWAMP FOX BOOKSTORE & SWAMP FOX KIDS \$288.35 SYNOVIA SOLUTIONS, LLC **GENERAL SOFTWARE** \$120.00 STAFF TRAVEL TAYLOR ERIN \$10.49 TRANSP. PARTS **TEFF MATT** \$1,526.00 REPAIR/MAINT SERVICE **TEGELER WRECKER & CRANE** \$2,258.91 LIBRARY BOOKS THE BOOKHOUSE \$240.00 **INSTRUCTIONAL SUPPLIES** THE CURIOSITY PATH, LLC **GENERAL SUPPLIES** \$6,927.02 THE FILTER SHOP, INC \$3,727.99 MAINTENANCE SUPPLIES THE PAPER CORPORATION \$317.00 OTHER PROFESSIONAL THE SHREDDER \$11,250.00 PROF SERV: EDUCATION TILL360, LLC \$8,554.70 DATA PROCESSING AND TIMBERLINE BILLING SERVICE LLC \$2,400.00 **DUES AND FEES** TRANSFINDER CORPORATION \$190,841.91 STATE INCOME TAX WITHHOLDING TREASURER ST OF IA \$2,501.25 **TECH REPAIRS** TRI-CITY ELECTRIC COMPANY OF IOWA \$6,798.65 VEHICLE REPAIR TRUCK BUILDERS \$577.50 EE LIAB-GARNISHMENTS TX Child Support SDU \$204.40 **TELEPHONE** U.S. CELLULAR \$123.00 **EE LIAB-CHARITY** UNITED WAY OF EAST CENTRAL IOWA \$360.00 INSTRUCTIONAL SUPPLIES UNIVERSITY OF IOWA \$1,105.33 ER LIAB-DISTRICT DISABILITY UNUM LIFE INS. CO. \$3,472.00 **GENERAL SUPPLIES** VALUE INSPIRED PRODUCTS/SERVICES \$455.14 **ELECTRICAL SUPPLY** VAN METER CO \$7,729.06 INTERNET **VERIZON WIRELESS** \$360.15 **TELEPHONE VERIZON WIRELESS** \$81,186.64 EE LIAB-403 (B) VOYA RETIREMENT INSURANCE \$261.00 **GENERAL SUPPLIES** WALSH DOOR & HARDWARE \$4,392.37 VEHICLE REPAIR WASHINGTON AUTO CENTER LLC \$125.00 STAFF TRAVEL WEAVER, CLARK \$180.69 **GROUNDS UPKEEP** WENDLING QUARRIES \$63.50 STAFF TRAVEL WENNEKAMP JOHN \$200.00 **EQUIPMENT REPAIR** WEST MUSIC CO \$3,738.00 INSTRUCTIONAL SUPPLIES WEST MUSIC CO \$13.00 MISC REVENUE WHITE AMBER \$10,515,206.91 Fund Total:

CONVERGE ONE COMP/TECH HARDWARE \$4,762.24
CONVERGE ONE CONSTRUCTION SERV \$8,607.19

Fund: LOCAL OPT SALES TAX

IA - Warrants Paid Listing Criteria Date Range: 03/03/2023 - 04/06/2023 Fiscal Year: 2022-2023 Vendor Name Description Check Total RIVERSIDE TECHNOLOGIES, INC COMP/TECH HARDWARE \$4,198.00 **Fund Total:** \$17,567.43 Fund: NUTRITION SERVICES AMERICAN FIDELITY ASSURANCE COMPANY EE LIAB-AMERICAN FIDELITY INS \$633.14 ANDERSON ERICKSON DAIRY CO **PURCHASE FOOD** \$20,371.47 CITY LAUNDERING COMPANY **PROFESSIONAL** \$2,833.32 **EMS DETERGENT SERVICES GENERAL SUPPLIES** \$2,113.25 **FARMERS STATE BANK** EE LIAB-DIR DEP NET PAY \$184,384.52 HOYER SHARON **GENERAL SUPPLIES** \$33.37 **INTERNAL REVENUE SERVICE-9343** EE LIAB-MEDICARE \$3,486.10 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$14,906.00 **INTERNAL REVENUE SERVICE-9343 ER LIAB-MEDICARE** \$3,486.10 **INTERNAL REVENUE SERVICE-9343 ER LIAB-SOC SEC** \$14,906.00 **INTERNAL REVENUE SERVICE-9343** FEDERAL INCOME TAX WITHHOLDING \$9,140.48 IOWA PUBLIC EMPL RETIR SYSTEM **EE LIAB-IPERS** \$10,794.77 IOWA PUBLIC EMPL RETIR SYSTEM **ER LIAB-IPERS** \$16,200.64 LYNCH FORD VEHICLE REPAIR \$601.77 MADISON NATIONAL LIFE INS. CO., INC DISTRICT LIFE INSURANCE \$182.50 MADISON NATIONAL LIFE INS. CO., INC ER LIAB-DISTRICT DISABILITY \$192.08 MARCO TECHNOLOGIES, LLC Copies \$5.97 MARTIN BROTHERS DISTRIBUTING CO., INC **PURCHASE FOOD** \$43,745.22 METRO INTERAGENCY INS PROG. EE LIAB-MEDICAL INSURANCE \$21,263.24 NAPA AUTO PARTS VEHICLE REPAIR \$155.44 NUTRISLICE, INC **COMPUTER SOFTWARE** \$3,382.56 OFFICE EXPRESS **GENERAL SUPPLIES** \$56.34 PAN-O-GOLD BAKING CO. **PURCHASE FOOD** \$3,968.78 PERFORMANCE FOODSERVICE - CEDAR **GENERAL SUPPLIES** \$14,522.75 **RAPIDS** PERFORMANCE FOODSERVICE - CEDAR **PURCHASE FOOD** \$103,852.06 **RAPIDS** SANDRA KOSHATKA **UNEARNED REVENUE** \$61.10 SCHOOL NUTRITION ASSOCIATION **DUES AND FEES** \$166.00 **TEGELER WRECKER & CRANE** VEHICLE REPAIR \$218.00 TREASURER ST OF IA STATE INCOME TAX WITHHOLDING \$4,171.42 VOYA RETIREMENT INSURANCE EE LIAB-403 (B) \$220.00 **Fund Total:** \$480,054.39 Fund: PHY PLANT & EQ LEVY ACADEMY ROOFING & SHEET METAL CO. **CONSTRUCTION SERV** \$1,106.99 CEDAR RAPIDS WINSUPPLY PLUMBING CO **BLDG. CONST SUPPLIES** \$1,527.00 CEDAR RAPIDS WINSUPPLY PLUMBING CO EQUIPMENT >\$5,000 \$2,400.00 CULVER'S CORRIDOR STORAGE, LLC **FACILITY RENTAL** \$2,375.00 DE LAGE LANDEN PUBLIC FINANCE COMPUTER/COPIER RENT \$5,194.70 DRYSPACE INC CONSTRUCTION SERV \$5,097.34 EMPOWERED PROPERTIES. LLC **FACILITY RENTAL** \$3,500.00 HALL & HALL ENGINEERS INC **ARCHITECT** \$1,655.00 IOWA FIRE PROTECTION CONSTRUCTION SERV \$1,044.08 Printed: 04/06/2023 8:36:09 AM Report: rptIAChecksPaidListing 2022.3.21 Page:

IA -	Warrants Paid Listing		<u>Criteria</u> 03/03/2023 - 04/06/202
Fiscal	Year: 2022-2023	Date Range.	
	Vendor Name	Description	Check Total
	PINNACLE PLUMBING & MECHANICAL	CONSTRUCTION SERV	\$678.00
	REAMS SPRINKLER SUPPLY	BLDG. CONST SUPPLIES	\$2,118.07
	SETPOINT MECHANICAL SERVICES	CONSTRUCTION SERV	\$6,785.45
	SHIVE-HATTERY INC.	ARCHITECT	\$3,500.00
	SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$1,580.40
		Fund Total:	\$38,562.03
Fund:	PUB ED & REC LEVY	EE LIAB-DIR DEP NET PAY	\$1,957.05
	FARMERS STATE BANK	EE LIAB-MEDICARE	\$36.44
	INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$155.84
	INTERNAL REVENUE SERVICE-9343		\$36.44
	INTERNAL REVENUE SERVICE-9343	ER LIAB COC SEC	\$155.84
	INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC FEDERAL INCOME TAX WITHHOLDING	\$124.69
	INTERNAL REVENUE SERVICE-9343		\$167.48
	IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB IDERS	\$251.36
	IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$4,495.00
	LIFE TIME FENCE CO	CONSTRUCTION SERV	\$4,493.00 \$2.50
	MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.83
	MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	
	METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$318.00
	METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$20.76
	OPN ARCHITECTS, INC.	ARCHITECT	\$2,850.83
	TENNIS SERVICES OF IOWA	GROUNDS UPKEEP	\$380.50
	TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$89.52
		Fund Total:	\$11,048.08
Fund:	SALES TAX REVENUE BOND CAP PROJECT	BOND ISSUANCE COSTS	\$2,250.00
	BERENS-TATE CONSULTING GROUP	BOND ISSUANCE COSTS	\$112,500.00
	PIPER SANDLER & CO.	Fund Total:	
Fund	STUDENT ACTIVITY	Tunu Total.	ψ114,700.00
unu.	A3 PERFORMANCE	GENERAL SUPPLIES	\$1,124.06
	AMY WHITE PHOTOGRAPHY	GENERAL SUPPLIES	\$700.00
	BSN SPORTS	GENERAL SUPPLIES	\$1,926.67
	BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$1,494.72
	CEDAR RAPIDS BOWLING CENTER	GENERAL SUPPLIES	\$2,960.00
	CEDAR RAPIDS COMM SCH DIST	GENERAL SUPPLIES	\$5,935.00
	CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES	\$60.00
	CEDAR VALLEY WORLD TRAVEL	STAFF TRAVEL	\$1,560.00
	COE COLLEGE	DUES AND FEES	\$200.00
		GENERAL SUPPLIES	\$1,059.67
	COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$23.73
	DECKER SPORTING GOODS	GENERAL SUPPLIES	\$455.06
	DECKER SPORTS	INSTRUCTIONAL SUPPLIES	\$710.60
	DECKER SPORTS	INSTRUCTIONAL SUPPLIES	\$1,775.31
	DICK POND ATHLETICS INC		\$7,030.80
	DDN (ENLOQUEEEE	GENERAL SUPPLIES	Φ1,030.00
	DRIVEN COFFEE	GENERAL SUPPLIES	\$7,030.00

IA - Warrants Paid Listing <u>Criteria</u>

Date Range: 03/03/2023 - 04/06/2023

l Year: 2022-2023	Date Range:	03/03/2023 - 04/06/
Vendor Name	Description	Check Total
ECISOA	DUES AND FEES	\$310.00
ELMCREST COUNTRY CLUB	GENERAL SUPPLIES	\$200.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,587.41
FC UNITED SOCCER CLUB	DUES AND FEES	\$450.00
FEDEX	GENERAL SUPPLIES	\$21.79
HOUSE OF TROPHIES	GENERAL SUPPLIES	\$180.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$225.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$60.57
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$258.99
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$60.57
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$258.99
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$110.57
IOWA HIGH SCHOOL ATHLETIC ASSOC	GENERAL SUPPLIES	\$125.00
IOWA HIGH SCHOOL SPEECH ASSOC	DUES AND FEES	\$22.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$226.94
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$340.58
IRONSIDE APPAREL & PROMOTIONS, INC	INSTRUCTIONAL SUPPLIES	\$654.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$380.00
KEVIN BUGLEWICZ	GENERAL SUPPLIES	\$300.00
LANGUAGE TESTING INTERNATIONAL, INC	DUES AND FEES	\$10.00
LATITUDE YOGA AND FITNESS	GENERAL SUPPLIES	\$1,000.00
LEHMAN JAY	STAFF TRAVEL	\$399.00
LETTER PERFECT	GENERAL SUPPLIES	\$840.53
LEVEL UP FASTPITCH LLC	GENERAL SUPPLIES	\$216.75
LRS PORTABLES OF IOWA	GENERAL SUPPLIES	\$70.00
MARION IRON CO.	GENERAL SUPPLIES	\$278.40
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$255.31
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES	\$2,333.00
MOE TONYA	STAFF TRAVEL	\$648.00
MONTICELLO SPORTS	GENERAL SUPPLIES	\$2,137.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$1,924.25
MOUNT MERCY UNIVERSITY.	DUES AND FEES	\$200.00
NIEMITALO DAN	STAFF TRAVEL	\$327.39
ON DECK SPORTS	INSTRUCTIONAL SUPPLIES	\$1,327.81
PALU TABULATIONS	GENERAL SUPPLIES	\$515.00
RAISED DECALS LLC	INSTRUCTIONAL SUPPLIES	\$237.70
RIDDELL ALL-AMERICAN	INSTRUCTIONAL SUPPLIES	\$3,870.45
ROBSON ALEXIS	PROF SERV: EDUCATION	\$6,031.88
ROGERS ATHLETIC	GENERAL SUPPLIES	\$1,948.00
RSCHOOL TODAY	GENERAL SUPPLIES	\$445.00
SCHULTZ STRINGS INC	GENERAL SUPPLIES	\$40.80
SHANLEY STEVE	PROF SERV: EDUCATION	\$7,950.00
SIGN PRO	GENERAL SUPPLIES	\$465.00
SOCCER MASTER	GENERAL SUPPLIES	\$791.30
SOCCER.COM	GENERAL SUPPLIES	\$508.33

IA - Warrants Paid Listing		<u>Criteria</u>
	Date Range:	03/03/2023 - 04/06/2023
Fiscal Year: 2022-2023		
Vendor Name	Description	Check Total
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$39.37
TRIHEX ATHLETIC APPAREL	INSTRUCTIONAL SUPPLIES	\$1,080.00
WEST HIGH SCHOOL	DUES AND FEES	\$100.00
WEST MUSIC CO	GENERAL SUPPLIES	\$113.92
WIN REALITY LLC	GENERAL SUPPLIES	\$1,200.00
	Fund Tota	al: \$72,092.22
Fund: STUDENT STORE		
ARTISANS INC	GENERAL SUPPLIES	\$526.02
SOURCE ONE LOGOS	GENERAL SUPPLIES	\$252.00
	Fund Total	al: \$778.02

Grand Total: \$15,665,008.21

End of Report

Report: rptlAChecksPaidListing 2022.3.21 Page: 10

Printed: 04/06/2023

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AMENDMENT TO PROVISION OF SERVICES AGREEMENT MERCY FAMILY COUNSELING

This Amendment effective August 21, 2023 is made to the Agreement, dated August 21, 2017, as amended ("Agreement"), by and between Linn Mar Community School District, with its principal place of business at 2999 North 10th Street, Marion, lowa 52302 ("Company") and Mercy Medical Center, Cedar Rapids, lowa, an Iowa non-profit corporation ("Service Provider").

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional year.

This Amendment changes only those provisions as specified below. The remainder of the Agreement is in full force and effect. The Agreement is amended to state as follows:

Section 4.1 Term. is deleted in its entirety and replaced with the following language:

Section 4.1 Term. This Amendment shall commence on the Effective Date of this Amendment and shall continue the term of the Agreement in full force and effect for one (1) additional year (the "renewal term"). The parties may mutually agree in writing to additional one year terms.

IN WITNESS WHEREOF, this Amendment has been executed by the parties as of the day and year written above.

Timothy Quinn, M.D., President & CEO Mercy Medical Center, Cedar Rapids IA COMPANY: Brittania Morey, Board President Date



1330 Elmhurst Drive NE Cedar Rapids, Iowa 52402-4797 319-363-8213 www.mtmercy.edu

AGREEMENT FOR COOPERATION IN A STUDENT TEACHING OR FIELD EXPERIENCE PROGRAM

This agreement entered into by and between MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, and LINN-MAR COMMUNITY SCHOOL DISTRICT defines the mutual consideration of the parties for the MOUNT MERCY UNIVERSITY Student Teaching or Field Experience program for the 2023-24, 2024-25, 2025-26 school years.

- 1.0 Scope of Agreement
 - 1.1 This agreement shall set forth the procedures for possible placement of students for student teaching or field experience, any termination or change of assignment, supervision, the status and authority of students.
- 2.0 Placement of Student Teaching or Field Experience Students
 - 2.1 The placement of students shall be accomplished on a cooperative basis involving MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA and LINN-MAR COMMUNITY SCHOOL DISTRICT.
 - 2.2 Placement shall be initiated by the Chairperson, Department of Education, through application from each student, setting out the student's background and the type of assignment appropriate for the student's needs.
 - 2.3 The university reserves the right to decline the services of any given cooperating teacher.
 - 2.4 LINN-MAR COMMUNITY SCHOOL DISTRICT reserves the right to refuse placement of any given student.
- 3.0 Termination or Change of Assignment
 - 3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.
- 4.0 Supervision of the Student
 - 4.1 Members of the university faculty will serve as supervisors of the students for the student teaching or field experience program, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
 - 4.2 The student shall be subject to the rules and regulations of the cooperating school system and to those established by the Chairperson, Department of Education, as well as the Code of Ethics of the profession.

- 5.0 Status and Authority of Students
 - 5.1 Students shall have status and authority in accordance with Section 272.27, <u>Code of Iowa</u>.
 - 5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 670.8, <u>Code of Iowa</u>, as is afforded by said section to officers and employees of the LINN-MAR COMMUNITY SCHOOL DISTRICT, during the time they are so assigned.
- 6.0 Standard Student Teaching or Field Experience Assignment to the LINN-MAR COMMUNITY SCHOOL DISTRICT.
 - 6.1 The <u>standard student teaching assignment</u> shall be eight weeks of consecutive full days, excepting trimester registration week in the high school. Students may be assigned for one or two eight-week blocks of full day student teaching upon mutual agreement of the university and LINN-MAR COMMUNITY SCHOOL DISTRICT.
 - The <u>standard field experience assignment</u> shall be for approximately eleven weeks (20-70 hours). Students will arrange hours with their cooperating teacher.
 - 6.3 MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, agrees to compensate the cooperating teacher(s) from LINN-MAR COMMUNITY SCHOOL DISTRICT in the amount of \$165 for the <u>standard student teaching assignment</u> of eight weeks of consecutive full days. This applies to student teaching assignments only, not field experience assignments.
 - 6.4 Payment will be made at the termination of the student teaching period.

EXECUTED

MOUNT MERCY UNIVERSITY	LINN-MAR COMMUNITY SCHOOL DISTRICT
Jon Casto	
Provost	Superintendent
Chairperson, Department of Education	President, Board of Education
3/10/2023	
Date	Date

AGREEMENT FOR COOPERATION IN A STUDENT TEACHING PROGRAM

This agreement entered into by and between **Coe College**, Cedar Rapids, Iowa, and **Linn Mar Community School District** (hereinafter "the District") defines the mutual consideration of the parties for the Coe College program of student teaching for the 2023-2024 school year.

1.0 Scope of Agreement

1.1 This agreement shall set forth the procedures for placement of student teachers, any termination or change of assignment, supervision, the status and authority of student teachers, and the compensation to cooperating school systems.

2.0 Placement of Student Teachers

- 2.1 The placement of student teachers shall be accomplished on a cooperative basis involving both Coe College and the District.
- 2.2 Placement shall be initiated by the Placement Coordinator, Department of Education, through application from each student teacher, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 Coe College reserves the right to decline the services of any given cooperating teacher.
- 2.4 The District reserves the right to refuse placement of any given student teacher.

3.0 Termination or Change of Assignment

3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student teacher. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 Supervision of Student Teaching

- 4.1 An employee from Coe College will serve as a supervisor of the student teacher, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student teacher shall be subject to the rules and regulations of the cooperating school system and to those established by the Department of Education, as well as the Code of Ethics of the profession.

5.0 Status and Authority of Student Teachers

- 5.1 Student teachers shall have status and authority in accordance with Section 272.27, <u>Code of Iowa.</u>
- 5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 613A.8, <u>Code of Iowa</u>, as is afforded by said section to officers and employees of the school district, during the time they are so assigned.

6.0 Standard Student Teaching Assignment and Compensation to the District

- The <u>standard</u> student teaching assignment shall be consecutivefull days, excepting the District's Fall/Spring breaks. Students may be assigned for eight through fourteen weeks upon mutual agreement of Coe College and the District. In the event that a student teacher must be scheduled for half days, the standard assignment shall be fourteen weeks of consecutive days.
- 6.2 Coe College agrees to compensate the Cooperating Teacher the amount of one-hundred-twenty-five dollars (\$125.00) for the <u>standard</u> student teaching assignment. The college/university shall compensate the Cooperating Teacher in the amount of twelve dollars (\$12.00) per week for each week of full day assignments thereafter and six dollars (\$6.00) for each additional week of half-day assignments. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- In the case of part-time assignments, or if it is necessary for a student teaching assignment to be terminated before completion, the Cooperating Teacher will be compensated at the rate of twelve dollars (\$12.00) for each full week of eight-hour days completed, and six dollars (\$6.00) for each week of four-hour days completed. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- Payment will be made at the termination of the student teaching period, according to the written request of the District.

COE COLLEGE			LINN MAR COMMUNITY	
and zin	2/23/202	3	SCHOOL DISTRICT	
Provost and Dean of Faculty	Da	ite	Superintendent/Administrator	Date
Sardhuse	2/24/20	23		
Chairperson, Education Department	nent Da	te	District address	



AMENDED AND RESTATED IOWA CODE CHAPTER 28E AGREEMENT BETWEEN THE CITY OF MARION, IOWA AND LINN-MAR SCHOOL DISTRICT FOR USE, MAINTENANCE, REPAIR AND UPKEEP OF SPORTS AND RECREATION FACILITIES WITHIN THE CITY OF MARION, IOWA

This Chapter 28E Agreement ("this Agreement") is made and entered into by and between the City of Marion ("Marion") and the Linn-Mar School District ("Linn-Mar") referred to herein individually as an "Entity" or jointly as the "Entities" pursuant to Chapter 28E of the Iowa Code. The entities are both public entities primarily operating within Linn County, Iowa.

WHEREAS, both Marion and the Linn-Mar own sports and recreation facilities within the City of Marion :and

WHEREAS, in March 2002, the Entities entered into an agreement providing for the maintenance, upkeep, and repair of said facilities; and

WHEREAS, said agreement also included rules for the shared use of said facilities; and

WHEREAS, said agreement was never recorded with the Iowa Secretary of State; and

WHEREAS, both Entities agree that they wish to continue sharing use of said facilities; and

WHEREAS, in order to continue sharing use of said facilities, the Entities agree that it is necessary to Amend and Restate the original agreement for the Maintenance, Repair, Upkeep and Rules for Use of Certain Sports and Recreation Facilities within the City of Marion;

WHEREAS, this Amended and Restated Agreement shall replace the original agreement entered into in March 2002 and any subsequent amendments;

NOW, THEREFORE, Marion and Linn-Mar agree as follows:

- 1. <u>Term.</u> This amended and restated agreement shall be effective when approved and signed by the Entities and filed with the Iowa Secretary of State as provided in Iowa Code section 28E.8. This agreement shall continue indefinitely until such time as it is terminated by either or both Entities.
- **2.** <u>Purpose.</u> The purpose of this agreement is to provide for the maintenance, repair, upkeep, and rules of use for certain sports and recreation facilities owned by each Entity within the City of Marion.
- **3.** <u>Administrator</u>. The Entities will serve as co-administrators of this agreement and the services enumerated herein.

4. Facilities Included in this Agreement:

This Agreement pertains only to the following facilities. If the Entities may agree in writing for use of other facilities on a case-by-case basis for one time use or they may add additional facilities for on-going shared use by amending this agreement.

- A. Facilities Owned by Marion ("Marion's facilities")
 - 1. Lowe Park Ball Diamonds
 - 2. Lowe Park Track and Field
- B. Facilities Owned by Linn-Mar ("Linn-Mar's facilities"):
 - 1. Tennis Courts on the Linn-Mar Campus
 - 2. Elementary and Middle School Gyms

5. Right and Responsibilities of the Entities.

A. Each Entity Shall be responsible for the following:

- 1. The maintenance, upkeep, and repair for any facilities located on the property that they own, except as stated herein. Said maintenance, upkeep, and repairs shall include any sidewalks or sidepaths adjacent to the Entity's property. This paragraph shall not include repairs for any damage caused to a facility as a result of negligence or recklessness occurring during use by the non-owning Entity or said Entity's employees, agents, assigns, or representatives.
- 2. Providing a contact person responsible for coordinating and facilitating dissemination of information regarding the agreement.
- 3. Reviewing the agreement annually, along with any amendments, and preparing reports as necessary for both Entities.
- 4. Developing rules and regulations for the equitable use of the facilities by both Entities.
- 5. Adopting scheduling procedures and rules of use for each facility located on property owned by the Entity and communicating said procedures and rules to the other Entity.
- 6. Ensuring that any changes to scheduling procedures or rules of use for any facility included in this Agreement are communicated to the other Entity.

B. Limitations on Rules:

As stated above, each Entity shall adopt scheduling procedures and rules of use for each facility owned by that entity. Said procedures and rules shall be limited by the following:

1. All procedures and rules shall comply with all Federal, State, and local laws, codes, and ordinances.

- 2. Linn-Mar property is a Drug Free place; no alcohol or drugs shall be used on school property. This includes the sidewalks and parking lots.
- 3. No smoking or alcohol shall be allowed at any Marion facility when a Linn-Mar activity is occurring at said facility.
- 4. Streets and other public right of ways shall remain open and accessible at all times, unless a closure is approved by the Marion City Council.
- Marion concession stands shall be operated and maintained by the Marion Parks Board, their designee, or their contractors, unless the Entities otherwise agree in writing.
- 6. All trails shall remain open for public use during regular park hours. However, the Marion Park Board reserves the right to close the trails for special events and will post notice of said events at the parking lot bulletin board.
- 7. The Linn-Mar tennis courts shall be open to the public when not in use for Linn-Mar or Marion activities.
- 8. Overflow parking for the Linn-Mar tennis courts will be the 200 stall lot parking lot off of Irish Drive. A future ADA compliant trail will be constructed from the parking lot to the tennis courts.
- 9. Linn-Mar shall have priority for scheduling events at Marion's facilities when the facilities are not in use for Marion sponsored events and activities.
- 10. Marion shall have priority for scheduling events at Linn-Mar's facilities when the facilities are not in use for Linn-Mar sponsored events and activities.

C. Additional Rights, Responsibilities, and Liabilities of the Entities

- 1. The maintenance, repairs, and upkeep for the Low Park Track and Field Addition shall be as follows:
 - a. Linn-Mar will be responsible for the maintenance, upkeep, and repair for everything within the fence including the track and athletic field.
 - b. Linn-Mar may bring bleachers and a storage shed into the Lowe Park Track and Field Addition, and shall be responsible for all maintenance, upkeep, and repairs for said bleachers and shed and also for any damages or maintenance to the facility as a result of bringing in said items.
 - c. Marion shall be responsible for the maintenance, upkeep, and repair of the grounds outside of the fence.
 - 2. Linn-Mar shall make improvements to an existing dry basin between the Lowe Park peewee ball diamonds and the Lowe Park Track and Field Addition in order for Marion to take on the storm water needs for the Linn-Mar Tennis Courts. Marion shall be responsible for all future maintenance, repairs, and upkeep associated with that basin and said improvements.

6. Termination. Either Entity may terminate this agreement for any reason or no reason at all upon thirty (30) days written notice to the other Entity. In the event of a termination, the fees paid or the fees owed shall be prorated to reflect the actual termination date.

7. Notice.

Notice Marion must be in writing and addressed to:

Seth Staashelm or current Marion Parks Director 343 Marion Boulevard Marion, IA 52302

Notice to Linn-Mar must be in writing and addressed to:

Shannon Bisgaard or Current Linn-Mar Superintendent 3333 North 10th Street Marion, IA 52302

Notice is sufficient if delivered by regular mail.

8. Good Faith, Hold Harmless, and Reservation of Defenses.

- 8.1 The Entities, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Entities or their designees.
- 8.2 The Entities agree save, indemnify, and hold harmless each other against all liabilities, judgments, costs, and expenses which may in any way come against either Entity resulting from carelessness or neglect of the other Entity or its agents, employees, or representatives.
- 8.3 The Entities to this Agreement do not waive any defenses, immunities, or other limitations applicable to a respective Entity and nothing herein shall be so construed. Each Entity to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to, asserting defenses or immunities available under applicable law.
- **9.** <u>Waiver</u>. The waiver by either Entity of any covenant or condition of this agreement shall not thereafter preclude such Entity from demanding performance in accordance with the terms of this agreement.
- **10.** <u>Severability.</u> If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this agreement, the entire

agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Entities

- 11. Entire Agreement. This agreement sets forth all the covenants, promises, agreements, and conditions between Marion and Linn-Mar concerning the shared use, maintenance, upkeep, and repair for the facilities included in this agreement, and there are no other covenants, promises, agreements or conditions, either oral or written, between them for this matter. This agreement may not be modified or amended in any manner except by an instrument in writing executed by the Entities.
- **12.** <u>Additional Provisions Relating To Iowa Code Section 28E.6.</u> In accordance with Iowa Code Chapter 28E, Marion and Linn-Mar further state:
 - A. This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking of the Marion and Linn-Mar for this project. As stated in Paragraph 3, the Entities shall act as administrator for purposes of Iowa Code Section 28E.6(1)(a)
 - B. No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement. Each Entity shall acquire, hold, and dispose of real property as otherwise provided in this agreement.
 - C. Pursuant to Iowa Code Section 28E.8 and Paragraph 1 above, Marion shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.
- **13.** <u>Third-Party Beneficiaries.</u> This Agreement is by and between the Entities only. There are no third-party beneficiaries to this Agreement.
- **14.** Execution. This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the Entities agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any Entity and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

ΓHE CITY OF MARION by:		
Nicolas AbouAssaly, Mayor	Date	

Attest:	
Rachel Bolender, City Clerk	Date
by:	
	Date
	Date
Attest:	
	Date

STRENGTH AND CONDITIONING SERVICES AGREEMENT

This STRENGTH AND CONDITIONING SERVICES AGREEMENT (this "Agreement") is entered into as of the 10th day of April, 2023 between LINN-MAR COMMUNITY SCHOOL DISTRICT ("School") and ABILITY PHYSICAL THERAPY, P.C., (the "Contractor").

RECITALS

The School wishes to have Strength and Conditioning services performed by the Contractor and the Contractor wishes to provide the Strength and Conditioning services for the School.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

- 1. <u>Services.</u> The Contractor shall provide one (1) Strength and Conditioning Coordinator employed by Ability Physical Therapy to provide strength and conditioning on-site supervision to the School during such times where strength and conditioning services are needed and requested. The Contractor shall provide comprehensive functional testing of all athletes at the School who choose to participate. The dates of testing will be mutually agreed upon by the coaching staff of the School and the Contractor.
- 2. <u>Term</u>. This Agreement may be terminated by either party on sixty (60) days' written notice for any reason or no reason.
- 3. <u>Facilities</u>. The School shall provide all necessary supplies and equipment required for Strength and conditioning training performed and to maintain storage of athlete information for workout programs and functional testing. Contractor shall furnish all equipment needed for functional testing.

4. Fees for Services.

- a. The Contractor agrees to provide Strength and conditioning services to the School for an annual sum of \$46,000.00. In consideration for the services under this agreement, the School agrees to the amount of \$46,000.00. The annual amount shall be divided between (12) twelve months. An invoice shall be submitted the first of each month for \$3,833.33.
- b. This fee would be for a maximum of 1600 hours of onsite services per year. Any additional hours of service would be billed at \$27.00 per hour. Hours worked for additional camps (by multiple workers) will be included in the 1600 hours per year along with an additional stipend of \$10.00 per individual participant for strength and conditioning camps.
- c. Advertising for both Ability Physical Therapy and Elite Fitness services in the Linn Mar School district will consist of video ads in the Gymnasium and at the

Stadium as well as name recognition on all sports team posters where businesses are listed. Signage will also be placed in the strength and conditioning area of the high school.

- 5. <u>Duties</u>. Contractor agrees to provide only individuals experienced and qualified to perform Strength and conditioning services. The Contractor agrees those individuals shall perform their duties in accordance with the professional ethics and standards practice that may be prevailing during the Term of this Agreement, and in accordance with the policies, standards, and regulations that the School may from time to time establish. The School may reject or refuse the services of any individuals that the Contractor provides to the School under this Agreement.
- 6. <u>Records</u>. All records, reports, claims, and correspondence prepared by the Contractor in connection with the services rendered herein shall remain the property of the School, but will be made available for the use by Contractor provided that the same shall not be removed from the premises of the School without consent of the School.
- 7. <u>Professional Liability Insurance</u>. Contractor will provide its own professional liability insurance, with responsible insurance carrier licenses to do business in the State of Iowa. Such insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence/Three Million Dollars (\$3,000,000.00) aggregate.
- 8. Indemnification. Contractor shall indemnify and hold School harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses, including reasonable attorney's fees, court costs and costs of appeal, that School may incur or sustain as a result of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Contractor or as a result of failure to pay any employment or income taxes arising Contractor performance of Services for the School. 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 fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

School shall indemnify and hold Contractor harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses, including reasonable attorney's fees, court costs and costs of appeal, that Contractor may incur or sustain as a result of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Contractor. 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 fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9. <u>Notices</u>. All notices, consents, demands or other communications required or permitted to be given pursuant to this Agreement shall be deemed sufficiently given when delivered personally, with a written receipt acknowledging delivery or telefaxed, or three (3) business days requested, with postage fee prepaid and addressed:

Contractor: Ability Physical Therapy

Attn: Michael Reiling 300 Virgil Avenue

Mount Vernon, Iowa 52314

School: Linn Mar Community School District

Attn: Tonya Moe 3111 10th Street Marion, IA 52302

Either party may change its address for notice hereunder by providing written notice of such a change to the other Party hereto.

<u>Severability</u>. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

<u>Assignment</u>. This Agreement may not be assigned to another by either party, without the written consent of the other party. The Contractor shall have any right to encumber or dispose of any right to receive payments hereunder, it being understood that such payments and the right hereto are non-assignable and nontransferable.

<u>Binding Effect</u>. The Agreement shall be binding upon and inure to the benefit of the Parties hereto, the Contractor's successors and assigns, and the successors and assigns of the School.

<u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Iowa.

<u>Waiver</u>. Any waiver to be enforceable must be in writing and executed by the Party against whom the waiver is sought to be enforced.

<u>Counterparts</u> . The Agreement may be executed in two or more counterparts, which counterparts may be delivered by electronic facsimile such counterparts shall constitute one and the same instrument.			
	[SIGNATURES ON FOLLOWING PAGE]		

SIGNATURE PAGE FOR STRENGTH AND CONDITIONING SERVICES AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Strength and Conditioning

Services Agreement as of the date set forth below to be effect written.	ive as of the date first above
SCHOOL:	
LINN-MAR COMMUNITY SCHOOL DISTRICT	
By: Name:	Dated:
Title:	
CONTRACTOR:	
ABILITY PHYSICAL THERAPY, P.C.	
By:	Dated:
Michael Reiling President	

xello

ORDER / QUOTE

REF-055788

QUOTE FOR:

REQUESTED BY:

SUBSCRIPTION PERIOD:

ATTN: Accounts Payable

Linn Mar Community School District

2999 10th St

Marion, IA 52302

Nathan Wear

Linn Mar Community School District

2999 10th St

Marion, IA 52302

TO DO ON THE TOTAL PRINCIPLE

Start Date: Jul 1, 2023 End Date: Jun 30, 2024

Duration: 12 months

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School ➤	2,275	\$5.10 Per Student Reg \$5.45	\$5.10 6% (\$0.35) discount	\$11,602.50
Xello for Middle School ✔	1,140	\$4.38 Per Student Reg \$4.75	\$4.38 8% (\$0.37) discount	\$4,993.20

NOTES:

GRAND TOTAL:

\$16,595^{.70}

USD

Xello Terms of Use Agreement

W8 Form

Billing + Renewals FAQ's

morganp@xello.world

Fax: 416.463.0938

1867 Yonge Street • Suite 700 • Toronto, ON M4S 1Y5 • Canada

Brittania Morey, Board President Linn-Mar Community School District

Date



Newsela Inc. 500 5th Ave, FL 28 New York, NY 10110

Customer Agreement

Billing Frequency: Upfront in full

Payment Terms: Net 30

Billing Information:

Billing Schedule: Upon license start date

Customer Agreement No.

Q-103652

Newsela Sales Rep:

Nicole Abernathy

Contact Email: nicole.abernathy@newsela.com

Offer Date:

March 31, 2023

Expiration Date: June 30, 2023

To:

Nathan Wear

Linn-Mar Community School District

2999 10Th St

Marion, IA 52302-5499

Qty	Products/Services	Lis	t Price
1	Newsela		\$8,900.00
		Contract Grand Total	\$8,900.00

^{*}See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product and quantity breakdowns underlying this quote, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the PO to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-103652" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

Terms of Use: https://newsela.com/pages/terms-of-use/
https://newsela.com/pages/privacy-policy/

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, this Service Contract specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

1	D		Oudon	1-04	6	tion
ı	Purc	nase	Order	m	orma	luon

If you need	a Purchase	Order,	please fill out	the following	information.
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PO Required: No

PO Number:

PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name: Terri Mohler

Bill-To Email: terri.mohler@linnmar.k12.ia.us

By initialing here, I agree that the billing details stated above are current and accurate. _

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:

Appendix

School	Products/Services	License Dates
OAK RIDGE MIDDLE SCHOOL	All Access PD Pass - School License	07/01/23 - 06/30/24
OAK RIDGE MIDDLE SCHOOL	Newsela Social Studies	07/01/23 - 06/30/24

Excelsior Middle School	All Access PD Pass - School License	07/01/23 - 06/30/24
Excelsior Middle School	Newsela Social Studies	07/01/23 - 06/30/24
LINN-MAR COMMUNITY SCHOOL DISTRICT	Individual Virtual Add-On Session	07/01/23 - 06/30/24

Independent Contractor Agreement

of invoice from the IC upon completion of all services on April 22, 2023

Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

contractor agreement.



Please provide all information requested and sign page two.

Ann Osborne WHEREAS, Linn-Mar Community School District ("District Ann Osborne")	t"), a school corporation, intends to contract with , Independent Contractor ("IC"), for the
performance of certain services,	
THEREFORE, IN CONSIDERATION OF THE MUTUAL FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS	
1. SERVICES TO BE PERFORMED: Clinician	
2. GROUP/DEPARTMENT WORKING WITH: Linr	n-Mar Orchestra
3. AMOUNT OF PAYMENT: \$500	
Total fees for services performed under this agreement w	vill be paid by the district within 30 days after receipt

which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District,

- 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
- 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 ____April 17 _____, 20_23 ____ and shall continue in effect until ______ April 22 ______, 20 23 ______, 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.

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

Linn-Mar CSD Representative Signature:

Title: School Board President

13. GOVERNING LAW: This independent contractor agreement shall be governed by and construed

14. ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations,

This agreement is signed and dated this $\frac{5}{200}$ day of April , 20^{23}

promises, or agreements (oral or otherwise) shall be of any force or effect.

pursuant to the laws of the State of Iowa.

um m. Obnie

Independent Contractor Signature:

Title: Orchestra teacher

Independent Contractor Agreement



Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("District"), a school	ol corporation, intends to contract with
Erik Rohde	_, Independent Contractor ("IC"), for the
performance of certain services,	
THEREFORE IN CONCINERATION OF THE MITTIAL PROMIC	EC AND DEDDECENTATIONS SET

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

1.	SERVICES TO BE PERFORMED:	Clinician	

2. GROUP/DEPARTMENT WORKING WITH: Linn-Mar Orchestra

3. **AMOUNT OF PAYMENT:** \$500.00

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on 4/22/2023 , which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th 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.
- 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.

- 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.
 INDEMNIFICATION: The IC shall indemnify and hold the district harmless from and against all
- 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 4/22	, <mark>20</mark> 23	and
	shall continue in effect until 4/22	, <mark>20</mark> 23	, 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.

promises, or agreements (oral or otherwise)	orian be or any	
This agreement is signed and dated this 4	day of April	, <mark>20</mark> 23
Independent Contractor Signature:	Linn-Mar CSD Represen	tative Signature:
Title: Erik Rohde, UNI Orchestra	Title: School Board Preside	ent

School Finance Report February 28, 2022

1 Coldary 20, 2022

67% of the School Year Complete											
	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$66,921,000			\$7,330,127	\$4,885,166	\$34,610,093	51.7%		\$32,310,907		
2) Support Services(2000-2999)	\$32,850,600			\$2,472,772	\$3,042,510	\$19,319,653	58.8%		\$13,530,947		
3) Non-Instructional(3000-3999)	\$4,351,000			\$358,527	\$439,498	\$2,390,188	54.9%		\$1,960,812		
4) Other Expenditures((4000-6100)	\$26,160,916			\$488,690	\$559,415	\$38,685,286	147.9%		-\$12,524,370		
5) Interfund Transfers	\$7,294,064			\$484,613	\$484,613	\$5,828,412	79.9%		\$1,465,652		
Total	\$137,577,580			\$11,134,728	\$9,411,202	\$100,833,633	73.3%		\$36,743,947		
Operating Fund-10	\$97,648,952	\$13,955,156	\$55,143,610	\$9,949,164	\$8,121,114	\$53,608,683	54.9%		44,040,269	1,534,927	15,490,083
Activity-21	\$1,521,000	\$727,690	\$570,447	\$95,753	\$74,510	\$514,875	33.9%		1,006,125	55,572	783,263
Management-22	\$1,085,600	\$1,580,999	\$621,629	\$0	\$46,000	\$1,201,233	110.7%		(115,633)	(579,604)	1,001,395
PERL-24	\$391,000	\$279,130	\$178,439	\$3,340	\$3,475	\$151,443	38.7%		239,557	26,995	306,125
SAVE-33	\$8,297,109	\$6,495,345	\$5,253,868	\$524,430	\$492,590	\$6,527,423	78.7%		1,769,686	(1,273,555)	5,221,791
Other Capital Projects-31, 32, 35	\$1,625,000	\$2,231,057	\$53	\$12,356	\$29,327	\$626,661	38.6%		998,339	(626,609)	1,604,448
PPEL-36	\$9,801,955	\$5,037,518	\$2,355,759	\$194,450	\$273,101	\$2,970,785	30.3%		6,831,170	(615,026)	4,422,492
Debt Service-40	\$12,956,964	\$858,214	\$37,231,915	\$0	\$300	\$32,918,838	254.1%		(19,961,874)	4,313,076	5,171,290
Nutrition-61	\$4,000,000	\$1,457,143	\$2,590,957	\$335,066	\$344,450	\$2,111,943	52.8%		1,888,057	479,015	1,936,158
Aquatic Center-65	\$200,000	\$160,705	\$207,662	\$15,703	\$20,058	\$171,001	85.5%		28,999	36,661	197,366
Student Store-68	\$50,000	\$29,211	\$37,953	\$4,467	\$6,276	\$30,748	61.5%		19,252	7,206	36,417
Total	\$137,577,580	\$32,812,169	\$104,192,292	\$11,134,728	\$9,411,202	\$100,833,633	73.3%		36,743,947	3,358,659	36,170,828

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2021-2022 Date Range: 02/01/2022 - 02/28/2022 Increases Decreases Account Number Title **Beginning Balance** Debits Credits Cash Balance CASH IN BANK 10.0001.0000.000.0000.101000 16,584,753.21 7,662,919.37 9,701,602.32 14,546,070.26 CASH IN BANK 10.0002.0000.000.0000.101000 5,112.08 2.01 0.00 5,114.09 10.0008.0000.000.0000.101000 CASH IN BANK 1,043,471.11 240.14 0.00 1,043,711.25 CASH IN BANK 21.0001.0000.000.0000.101000 2,321.93 6,975.94 6,975.94 2,321.93 CASH IN BANK 21.0002.0000.000.0000.101000 784,421.09 152,921.61 170,671.15 766,671.55 993,994.15 22.0006.0000.000.0000.101000 CASH IN BANK 7,400.72 0.00 1,001,394.87 24.0001.0000.000.0000.101000 CASH IN BANK 0.00 3,322.81 3,322.81 0.00 24.0003.0000.000.0000.101000 CASH IN BANK 346,364.46 2,287.04 3,322.81 345,328.69 1.885 REV BOND RESERVE CD 33.0000.0000.000.0000.111010 1,885,000.00 0.00 0.00 1,885,000.00 CASH IN BANK 33.0003.0000.000.0000.101000 3,858,382.96 538.43 524,429.51 3,334,491.88 35.0003.0000.000.0000.101000 CASH IN BANK 614,949.20 12,355.63 12,355.63 614,949.20 CASH IN BANK 35.0008.0000.000.0000.101000 1,307,613.88 5.04 12,355.63 1,295,263.29 36.0003.0000.000.0000.101000 CASH IN BANK 4,694,525.16 28,822.01 194,450.41 4,528,896.76 40.0003.0000.000.0000.101000 CASH IN BANK 4,647,607.55 523,682.50 0.00 5,171,290.05 CASH IN BANK 61.0001.0000.000.0000.101000 0.00 187,771.84 187,771.84 0.00 CASH IN BANK 61.0004.0000.000.0000.101000 2,165,554.80 452,558.87 334,990.57 2,283,123.10 CASH IN BANK 65.0001.0000.000.0000.101000 0.00 9,887.75 9,887.75 0.00 65.0002.0000.000.0000.101000 CASH IN BANK 228,242.98 16,088.57 16,134.30 228,197.25 CASH IN BANK 68.0002.0000.000.0000.101000 38,593.03 2,290.21 4,466.62 36,416.62 39,200,907.59 9,070,070.49 11,182,737.29 37,088,240.79

End of Report

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School Finance Report February 28, 2023

67% of the School Year Complete

67% of the School Year Complete											
	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$70,815,000			\$5,440,343	\$5,171,422	\$33,316,522	47.0%		\$37,498,478		
2) Support Services(2000-2999)	\$33,612,000			\$2,647,782	\$2,974,796	\$20,953,881	62.3%		\$12,658,119		
3) Non-Instructional(3000-3999)	\$5,035,000			\$366,117	\$472,788	\$2,488,760	49.4%		\$2,546,240		
4) Other Expenditures((4000-6100)	\$23,070,282			\$588,137	\$372,879	\$8,717,604	37.8%		\$14,352,678		
5) Interfund Transfers	\$6,550,000			\$414,744	\$414,744	\$3,352,611	51.2%		\$3,197,389		
Total	\$139,082,282			\$9,457,122	\$9,406,629	\$68,829,378	49.5%		\$70,252,904		
	_										
Operating Fund-10	\$102,409,124	\$12,313,088	\$54,560,510	\$8,197,156	\$8,452,886	\$53,918,031	52.6%		48,491,093	642,480	12,955,568
Activity-21	\$1,100,000	\$804,717	\$725,432	\$145,919	\$52,169	\$662,600	60.2%		437,400	62,832	867,549
Management-22	\$1,375,000	\$1,443,078	\$1,280,001	(\$2,128)	\$0	\$1,430,363	104.0%		(55,363)	(150,363)	1,292,716
PERL-24	\$602,000	\$435,095	\$187,902	\$16,137	\$10,924	\$96,528	16.0%		505,472	91,374	526,469
SAVE-33	\$10,050,000	\$3,752,185	\$5,398,840	\$598,902	\$431,937	\$5,093,130	50.7%		4,956,870	305,710	4,057,895
Other Capital Projects-31, 32, 35	\$731,158	\$1,160,230	\$23,586	\$0	\$0	\$1,168,547	159.8%		(437,389)	(1,144,961)	15,269
PPEL-36	\$5,730,000	\$3,926,863	\$2,729,494	\$138,346	\$50,840	\$2,020,179	35.3%		3,709,821	709,314	4,636,177
Debt Service-40	\$12,150,000	\$346,133	\$6,506,498	\$0	\$0	\$2,032,360	16.7%		10,117,640	4,474,138	4,820,271
Nutrition-61	\$4,510,000	\$2,596,866	\$2,415,472	\$334,479	\$378,068	\$2,187,487	48.5%		2,322,513	227,985	2,824,852
Aquatic Center-65	\$375,000	\$234,938	\$7,617	\$22,046	\$25,750	\$191,518	51.1%		183,482	(183,901)	51,037
Student Store-68	\$50,000	\$26,779		\$6,265	\$4,054	\$28,635	57.3%		21,365	(28,635)	(1,856)
Total	\$139,082,282	\$27,039,974	\$73,835,351	\$9,457,122	\$9,406,629	\$68,829,378	49.5%		70,252,904	5,005,972	32,045,946

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2022-2023 Date Range: 02/01/2023 - 02/28/2023 Increases Decreases Title Debits Credits Account Number Beginning Balance Cash Balance 10.0000.0000.000.0000.111001 ISJIT-General Fund 0.00 0.00 3,007,463.63 3.007.463.63 CASH IN BANK 10.0001.0000.000.0000.101000 12,868,771.31 12,069,668.90 23,461,474.63 1,476,965.58 CASH IN BANK 10.0002.0000.000.0000.101000 5,121.73 3,000,011.40 3,000,000.00 5,133.13 CASH IN BANK 10.0008.0000.000.0000.101000 1,062,661.28 2,951.00 0.00 1,065,612.28 CASH IN BANK 21.0001.0000.000.0000.101000 2,321.93 8,402.37 8,402.37 2,321.93 CASH IN BANK 21.0002.0000.000.0000.101000 900,229.21 357,523.46 406,426.91 851,325.76 CASH IN BANK 22.0006.0000.000.0000.101000 1,246,322.63 48,103.24 1,710.00 1,292,715.87 24.0001.0000.000.0000.101000 CASH IN BANK 0.00 3,329.41 3,329.41 0.00 CASH IN BANK 24.0003.0000.000.0000.101000 536,571.33 7,342.60 16,119.67 527,794.26 CASH IN BANK 32.0003.0000.000.0000.101000 (80,000.00)0.00 0.00 (80,000.00)CASH IN BANK 33.0003.0000.000.0000.101000 5,032,047.31 902,825.25 598,902.31 5,335,970.25 CASH IN BANK 35.0003.0000.000.0000.101000 (1,127,946.64)1,127,950.00 0.00 3.36 CASH IN BANK 35.0008.0000.000.0000.101000 1,317,621.56 2,608.80 1,127,950.00 192,280.36 CASH IN BANK 36.0003.0000.000.0000.101000 4,680,008.34 127,770.84 138,345.74 4,669,433.44 CASH IN BANK 40.0003.0000.000.0000.101000 4,294,134.18 526,137.21 0.00 4,820,271.39 CASH IN BANK 61.0001.0000.000.0000.101000 0.00 210,129.97 210,129.97 0.00 CASH IN BANK 61.0004.0000.000.0000.101000 3.198.896.28 395,398.27 334,694.45 3,259,600.10 65.0001.0000.000.0000.101000 CASH IN BANK 0.00 14,879.77 14,879.77 0.00 CASH IN BANK 65.0002.0000.000.0000.101000 283,306.42 8,411.41 22,840.49 268,877.34 CASH IN BANK 68.0002.0000.000.0000.101000 34,628.51 2,897.60 6,265.18 31,260.93 34,254,695.38 21,823,805.13 29.351.470.90 26,727,029.61

End of Report

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