

BOARD REPORT

April 16, 2012

Educating people to be life-long learners
and respectful, responsible citizens



INDEPENDENCE COMMUNITY SCHOOL DISTRICT

1207 First Street West
Independence, Iowa 50644

PH: (319) 334-7400

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Jean Peterson
Superintendent

Lynnette Engel
Director of Finance
Board Secretary/Treasurer

April 13, 2012

To: All School Board Members

Brian C. Eddy – DD #1 '15

Stacy Henderson – At-Large '13

From: Jean Peterson, Superintendent

John Christensen – DD #3 '13

Rusty Donnelly – DD #3 '15

Eric B. Smith – DD #2 '15

Re: Working agenda for the regular meeting on **Monday, April 16, 2012** beginning at **6:00 p.m.**
at the **Rowley Community Center**, Rowley, Iowa

1. PLEDGE OF ALLEGIANCE

A. Call to Order

2. FRIEND OF EDUCATION

A. Chef Jim Nadeau and Chef Jordan McConnell

We would like to thank Chef Jim Nadeau and Chef Jordan McConnell for their help with the Chef to School nights at West Elementary.

B. Iowa School Board Recognition

We would like to honor our current Board of Directors for their time, resources and energy in helping make our district the best it can be. Their dedicated service has not gone unnoticed. Please help me in recognizing their commitment to helping make our district a better place for students, parents, and staff. School Board Recognition Week is May 6-12, 2012.

3. SPOTLIGHT ON EDUCATION

A. Iowa Reading Association Creative Writing and Poetry Contest

We would like to honor and recognize five students for reaching the state level for the Iowa Reading Association Creative Writing and Poetry Contests.

Poetry Contest State Qualifiers included:

- Audrey Scott, 1st grade – East Elementary
- Ericka Barloon, 7th Grade – Junior-Senior High School
- Calla Priebe, 10th Grade – Junior-Senior High School

Creative Writing Contest State Qualifiers included:

- ***Zoe Harrison, 8th Grade – Junior-Senior High School***
- ***Stephanie McMillan, 10th Grade – Junior-Senior High School***

Audrey placed 1st at the State Poetry Contest while Zoe placed 3rd and Stephanie placed 2nd at the State Creative Writing Contest.

Special thanks to Megan Rawlins for sponsoring the students.

B. Independence High School Jazz Band

We would like to recognize and honor the Independence High School Jazz Band for finishing 4th at the Iowa Jazz Championships. Members include Aaron Allen, Rachel Barloon, Hannah Butler, Alex Coffman, Devan Cummings, April Donlon, Jasmine Fischels, Daermon Garrigus, Abigail Goedken, Nick Halverson, Peter Haverkamp, Megan Jimmerson, Adam Kurt, Ryan Kurt, Angie McCardle, Nicolas Mendez, Brittany Robb, Leah Snyder, Peter Thedens, Rachel Wheelock and Austin Wright. Special congratulations to Hannah Butler for being named Outstanding Performer. We would also like to recognize Mr. David Lang for sponsoring the students.

C. Angie McCardle

We would like to honor and recognize Angie McCardle for lettering in 5 sports and her involvement in Fine Arts- Band, Jazz Band, Play and Choir.

4. CONSIDERATION OF ACTION ON CONSENT ITEMS

A. Approval of the minutes of the work session on March 15, 2012, the public hearing on March 19, 2012, the regular meeting on March 19, 2012 and the special session on March 21, 2012.

Motion 4.A.

I am seeking approval of the minutes.

B. Approval of Agenda

Motion

I am seeking approval of the agenda.

C. Approval of Board Policies (*changes noted)

Motion 4.C.

Second Readings:

	POLICY #	POLICY NAME
1.	409.3, 409.3E1, 409.3E2, 409.3R1* & 409.3R2	Licensed Employee Family and Medical Leave, Licensed Employee Family and Medical Leave Notice to Employees, Licensed Employee Family and Medical Leave Request Form, Licensed Employee Family and Medical Leave Regulation and Licensed Employee Family and Medical Leave Definitions
2.	411.1	Classified Employee Defined
3.	411.2	Classified Employee – Qualifications, Recruitment, Selection
4.	411.3	Classified Employee Contracts
5.	411.4	Classified Employee Licensing/Certification
6.	411.5	Classified Employee Assignment
7.	411.8	Classified Employee Probationary Status

I am seeking approval of the above policies' second readings.

First Readings:

	POLICY #	POLICY NAME
1.	411.6*	Classified Employee Transfers
2.	411.7*	Classified Employee Evaluation
3.	412.1*	Classified Employee Compensation
4.	412.2*	Classified Employee Wage and Overtime Compensation
5.	412.3*	Classified Employee Group Insurance Benefits
6.	412.4*	Classified Employee Tax Shelter Programs
7.	413.1	Classified Employee Resignation
8.	413.4	Classified Employee Suspension
9.	413.5	Classified Employee Dismissal
10.	413.6*	Classified Employee Reduction in Force

I am seeking approval of the above policies' first readings.

D. Transfers/Reassignments

Motion

NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	DATE
Rick Alber	District Grounds, Maintenance, Sub Custodian	JSH 8.0 hour daytime Custodian	07/01/2012
Jon Carey	JSH Sp Ed Teacher (Grades 9-12)	JSH Sp Ed Teacher (Grades 7-8)	08/15/2012
Loren Staton	JSH 8.0 hour daytime Custodian	West Elem 8.0 hour day Custodian	07/01/2012
Kelsie Wittrock	4th Grade Teacher	5th Grade Teacher	08/15/2012
Michael Zimmerly	Junior High Football Coach (7th)	Assistant Football Coach (Gr 9-12)	7/01/2012

I am seeking approval of the above transfer(s)/reassignment(s).

E. New Hires (pending acceptable background checks)

Motion

NAME	ASSIGNMENT	SALARY	DATE
Jess Chesmore	Junior High Volleyball Coach (7th Grade)	\$1,425	07/01/2012
Angie Jenkins	Assistant Volleyball Coach (Grades 9-12)	\$2,554	07/01/2012

I am seeking approval of the above new hire(s).

F. Resignations

Motion

NAME	ASSIGNMENT	DATE
Melissa Appleby	East Elem 2.0 hour Dishwasher/Food Service Worker	04/13/2012
Christine Bagley	West Elem 5.5 hour Food Service Secretary	05/25/2012
Mike Donnelly	Director of Buildings and Grounds	06/30/2012
Heidi Evans	JSH 4.0 hour Media Associate	04/06/2012
Rob Ratchford	Assistant Football Coach (Grades 9-12)	04/05/2012

I am seeking approval of the above resignation(s).

G. Approval of Financial Reports

Motion 4.G.

1. Approval of Bills – Director Smith will have reviewed the bills
2. Vendor Report
3. Board Report
4. Budget Report

H. Approve Termination of Contract due to Programming/Staff Realignment

Motion

- Casey Reinkoester, West Elementary School Administrative Manager

Roll Call Vote

5. ANNOUNCEMENTS, COMMUNICATIONS and PRESENTATIONS
 - A. Comments from the public
 - B. Comments from the Board/Superintendent
 - C. Presentations
 1. High School – Building Trades Program
 2. Advisor-Advisee Program – Jennifer Sornson
 3. ELL (English Language Learners) Plan – Mary Jean Blaisdell and Rob Arnold
 4. RTI (Response to Intervention) Plan – Mary Jean Blaisdell, Sandy Merritt and Jennifer Sornson
6. REPORTS
 - A. Building Administrator Reports 6.A.
 1. Senior High School
 2. Junior High School
 3. West Elementary
 4. East Elementary/Early Childhood Center
 - B. Activities Director Report 6.B.
 - C. School Improvement/Curriculum Director Report 6.C.
 - D. Technology Report 6.D.
 - E. Food Service Report 6.E.
 - F. Buildings & Grounds Report 6.F.
 - G. Transportation Report 6.G.
7. OLD BUSINESS
 - A. Approve Usher Architecture LLC Contract Motion 7.A.
 - B. Approve School Redistricting Resolution Motion 7.B.

Roll Call Vote
8. NEW BUSINESS
 - A. Approve Fiscal Year 2012-2013 Staffing Plan Motion 8.A.
 - B. Approve Vocal Music Department Travel Request Form Motion 8.B.
 - C. Approve Indee Agricultural Education, Inc. Farm Lease Agreement Motion 8.C.
 - D. Approve School Meal Prices for 2012-2013 Motion 8.D.
 - E. Approve School Registration Fees for 2012-2013 Motion 8.E.
 - F. Approve Application for Cooperative Sharing Agreement with North Linn Motion 8.F.
 - G. Approve Field Experience Contractual Agreement with Luther College Motion 8.G.

- | | |
|--|-------------|
| H. Approve Cooperative Agreement for Pre-Service Clinical Placement with UNI | Motion 8.H. |
| I. Approve Buchanan County Success Center Early Graduation Applicant | Motion 8.I. |
| J. Approve Timberline Billing Service LLC Agreement | Motion 8.J. |
| K. Approve Deletion of GLE MA.05.02 | Motion 8.K. |
| L. Approve Classified Non-Union, District Exempt Non-Union, Certified Non-Union and Administration Contracts for 2012-2013 | Motion |
| M. Approve District Logo | Motion 8.M. |
| N. Approve Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of Same | Motion 8.N. |

Roll Call Vote

- | | |
|--|-------------|
| O. Approve Form of Tax Exemption Certificate | Motion 8.O. |
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Roll Call Vote

- | | |
|--|-------------|
| P. Approve Continuing Disclosure Certificate | Motion 8.P. |
|--|-------------|

Roll Call Vote

- | | |
|---|-------------|
| Q. Approve Resolution Authorizing the Issuance of Bonds | Motion 8.Q. |
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Roll Call Vote

- | | |
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| 9. ADJOURNMENT | Motion |
|----------------|--------|

UPCOMING MEETINGS –

Monday, May 21st Regular Meeting 6:00 p.m. - Brandon Community Center

Monday, June 18th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence

Monday, July 16th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence

Monday, August 20th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence

Monday, September 17th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence

Independence Community School Board Minutes
Work Session
March 15, 2012

A work session of the Independence Community School Board was called to order at 6:00 p.m. by Chairperson Brian C. Eddy at the Administration Building, Independence, Iowa.

Members Present: Chairperson Brian C. Eddy, Stacy Henderson, Eric Smith and Rusty Donnelly, John Christensen

Superintendent Present: Jean Peterson

Board Sec./Treas. Present: Lynnette Engel

Press Present: John Klotzbach, "The Bulletin Journal"

Others Present: Interested patrons

1. SCHOOL FINANCE PRESENTATION –

Mrs. Engel presented a power point presentation to the Board explaining basic school finance, how the budget is determined, where the District money comes from and other financial overviews.

2. ADJOURNMENT - Motion Christensen, second Henderson to adjourn the meeting at 7:40 p.m. All voted "Aye". Motion carried.

Brian C. Eddy
Chairperson

Lynnette Engel
Board Secretary

Independence Community School Board Minutes
Public Hearing
March 19, 2012

A public hearing of the Independence Community School Board was called to order at 5:45 p.m. by Chairperson Brian C. Eddy at the Administration Office, Independence, Iowa.

Members present: Chairperson Brian C. Eddy, Eric Smith, Rusty Donnelly
and John Christensen

Members absent: Eric B. Smith

Superintendent: Jean Peterson

Board Secretary Present: Lynnette Engel

Press Present: John Klotzbach, "Independence Bulletin Journal"

The Board allowed patrons to speak to the subject of the proposed Amendment to the 2011-2012 Certified Budget. No one addressed the board.

Motion Christensen, second Donnelly to adjourn the hearing at 5:56 p.m. All voted "aye". Motion carried.

Brian C. Eddy
Chairperson

Lynnette Engel
Secretary

Independence Community School Board Minutes
Regular Meeting
March 19, 2012

A regular meeting of the Independence Community School Board was called to order at 6:00 p.m. by Chairperson Brian C. Eddy at the Administration Office, Independence, Iowa.

Members Present: Chairperson Brian C. Eddy, John Christensen, Stacy Henderson, Rusty Donnelly and Eric B. Smith

Superintendent Present: Jean Peterson

Board Sec. /Treas. Present: Lynnette Engel

Press Present: John Klotzbach, "Independence Bulletin Journal"

Visitors Present: Interested Patrons

1. Spotlight on Education

1-A Speech

Mrs. Sornson and Mr. Arnold honored and recognized the following speech students on their superior performances at the State Large Group Speech Contest.

Those earning I ratings include:

- Adam Kurt, Ailis McCardle, Ryan Kurt, Mikenna Rodriguez, Amanda Shonk and Hayden Reynolds in The Ensemble Act "10 Reasons Not To Be In A Play";
- Amber Juhl, Chloe Kaiser and Makaela Schulz in The Ensemble Act "The Tragic Tale of Melissa McHiney McNormous McWhale";
- Abigail Goedken, Sarah Lake, Rachel Barloon, Devan Cummings and Aubrey Nabholz in The Ensemble Act "The Note";
- Hannah Butler, Emily Goedken and Zach Schulz in Group Improv;
- Sarah Lake, Aubrey Nabholz and Madi Diesburg in Group Improv; and
- Madi Diesburg, Hannah Butler, Amanda Shonk, Adam Kurt, Zach Schulz and Sam Tansey in The Musical Theater "Grease".

Those earning II ratings include:

- Lily Neumann, Mickayla Burk, Rachel Barloon, Devan Cummings, Cara Miller, Hayden Reynolds, James Zieser, Megan Lang, Ryan Kurt and Kodi Fratzke in The Readers' Theater "Faithful Johannes";
- Stephanie McMillan, Molly Gustafson and Abigail Goedken in Group Improv;
- Reagan Shonk, Rachel Wheelock, Meg Harper, Emily Robinson, Calla Priebe, Katelin Kremer, Monica Crawford and Johnny Schwarting in The Choral Reading "What If"; and
- Mikenna Rodriguez and Lily Neumann in The Group Mime "Potter vs. Narnia".

Congratulations to Hannah Butler, Emily Goedken and Zach Schulz who qualified for the All-State Large Group Speech Festival. This is the highest honor for any speech group. They performed on the Iowa State University Campus in Ames on February 18th. They are the first Group Improv to ever qualify from Independence.

They also honored and recognized the following speech students on their superior performances at the State Individual Speech Contest.

Those earning I ratings include:

- Amanda Shonk and Johnny Schwarting in Acting;
- Madi Diesburg, Mikenna Rodriguez and Ryan Kurt in After Dinner Speaking;
- Stephanie McMillan and Quinci Morris in Public Address;
- Zach Schulz and Ailis McCardle in Original Oratory;
- Hannah Butler and Calla Priebe in Poetry;
- Logan Halverson, Emily Goedken and Austin Wright in Prose;
- Stephanie McMillan in Expository Address;
- Amanda Shonk and Easton Davis in Reviewing;
- Mikenna Rodriguez and Cassie Kilby in Radio News Announcing;
- Ailis McCardle and Zach Schulz in Spontaneous Speaking;
- Madi Diesburg, Megan Lang and Adam Kurt in Solo Musical Theater;
- Adam Kurt and Hayden Reynolds in Improvisation;
- Abigail Goedken and Sarah Lake in Literary Program; and
- Hannah Butler, Abigail Goedken and Makaela Schulz in Storytelling.

Those earning II ratings include:

- Aubrey Nabholz in Acting;
- Easton Davis in Spontaneous Speaking;
- Devon Horn in Reviewing;
- Brittney Fuller in Radio News Announcing and Literary Program;
- Quinci Morris in Poetry; and
- Ryan Kurt in Improvisation.

Hannah Butler, Zach Schulz, Abigail Goedken, Emily Goedken, Calla Priebe, Ryan Kurt and Makaela Schulz earned top honors and were selected to perform at the Iowa High School Speech Association All-State Speech Festival from over 10,000 students that started at the district level of competition. Approximately 450 were selected for this honor from the entire state. The festival will be held on the campus of U.N.I. on Monday, March 26th. This ties the team record for the most students selected for All-State speech in one year.

Special thanks went out to the coaches Mary Burkett, Coleen Meissner, Dan Putz and Jon TeStrake for their hard work and dedication!

2. Consideration of Consent Items:

Motion Smith, second Christensen to approve the following consent items 2-A, 2-B, 2-C and 2-D. All voted "aye". Motion carried.

2-A Approval of Minutes

Approval of the minutes of the regular meeting on February 27, 2012, the special session on March 1, 2012 and the work session on March 1, 2012.

2-B Approval of Agenda**2-C Approval of Board Policies** (all policies may be reviewed in the Admin. Building)**Second Readings:**

	POLICY #	POLICY NAME
1.	409.4	Licensed Employee Political Leave
2.	409.5	Licensed Employee Jury Duty Leave
3.	409.6	Licensed Employee Military Service Leave
4.	410.1	Substitute and Replacement Teachers
5.	410.2	Shared Licensed Employees
6.	410.3	Student Teachers – Internships
7.	410.4	Truancy Officer
8.	410.5	Education Aide

First Readings:

	POLICY #	POLICY NAME
1.	409.3, 409.3E1, 409.3E2, 409.3R1* & 409.3R2	Licensed Employee Family and Medical Leave, Licensed Employee Family and Medical Leave Notice to Employees, Licensed Employee Family and Medical Leave Request Form, Licensed Employee Family and Medical Leave Regulation and Licensed Employee Family and Medical Leave Definitions
2.	411.1	Classified Employee Defined
3.	411.2	Classified Employee – Qualifications, Recruitment, Selection
4.	411.3	Classified Employee Contracts
5.	411.4	Classified Employee Licensing/Certification
6.	411.5	Classified Employee Assignment
7.	411.6	Classified Employee Transfers
8.	411.7	Classified Employee Evaluation
9.	411.8	Classified Employee Probationary Status

2-D Approval of Financial Reports

1. Approval of Bills – Director Eddy will have reviewed the bills
2. Vendor Report
3. Board Report
4. Budget Report

3. ANNOUNCEMENTS, COMMUNICATIONS AND PRESENTATIONS

This time is reserved for patrons and Board members to speak to items not on the agenda and to request to speak to any items on the current agenda. Mr. Christensen attended the High School Musical and felt it was another excellent performance from our students. Mr. Smith seconded Mr. Christensen's remarks and stated the performance was awesome. Mr. Henderson completed a building walk through with Director of Buildings and Grounds, Mike Donnelly to review where the SILO money has been spent. Mr. Eddy stated the progress that is being made on the new building site and welcomed everyone to drive by to take a look at the dirt that is being moved. Ms. Peterson thanked the Administrative team for their hard work to get the action plan prepared for the next District site visit.

Presentations:

1. Mrs. Henkes and Ms. Dietzenbach shared what the Junior High School is doing to transition from Intervention Team to Response To Intervention (RTI).
2. Mr. Reinkoester presented to the Board the District's Homeless Education Plan
3. Mrs. Merritt presented the data from the Teacher, Parent and Student surveys to the Board.

4. REPORTS

Building Administrators, Activities Director, School Improvement/Curriculum Director, Technology Director, Food Service Director and Transportation/Buildings and Grounds employees reported on their respective buildings or areas of assignment.

5. OLD BUSINESS

5-A New Junior-Senior High School Facility

Brad Simonson and his team from HSR Associates, Inc. provided an update on the status of the new building. He reminded the Board of two meetings that have been set: April 12, 2012 at 4:00 p.m. for the pre-bid meeting where potential bidders can ask questions, and April 26, 2012 at 4:00 p.m. will be the sealed bid opening. Both meetings will be at West Elementary Commons Area.

6. NEW BUSINESS

6-A Consideration of Sealed Bids for the General Obligation School Bonds

Matt Gillaspie from Piper Jaffray & Co. explained the bidding process and bid results.

6-B Resolution Directing the Sale

Motion Henderson, second Smith to approve the Resolution Directing the Sale of the General Obligation School Bonds to Robert Baird & Co., the low bidder on the bonds. The entire Resolution can be viewed at the Administration office. Roll Call Vote: Eddy – aye, Henderson – aye, Smith – aye and Christenson – aye & Donnelly - aye. Motion carried 5-0.

6-C Bid Documents for New Junior-Senior High School

Motion Henderson, second Christensen to approve the bid documents for the new Junior-Senior High School. All voted "aye". Motion carried.

6-D Proposed Amendment to the 2011-2012 Certified Budget

Motion Smith, second Donnelly to approve the Resolution to increase our certified budget in the areas of Instruction and Total Other Expenses. Roll Call Vote: Eddy – aye, Henderson – aye, Smith – aye and Christenson – aye & Donnelly - aye. Motion carried 5-0.

6-E Transportation Shared Services Agreement with Jesup Schools for 2012-2013

Motion Christensen, second Smith to approve the Transportation Shared Services Agreement with Jesup Community School District for 2012-2013. All voted “aye”. Motion carried.

6-F Buchanan County Success Center Early Graduation Applicants

Motion Smith, second Henderson to approve the early graduates from the Buchanan County Success Center. All voted “aye”. Motion carried.

Recess was taken from 8:03-8:08

6-G Junior-Senior High School Early Graduation Applicants

Motion Smith, second Christensen to approve the early graduate applications from the Junior-Senior High School. All voted “aye”. Motion carried.

6-H Fund Raising Request

Motion Smith, second Donnelly to approve the following fund raising request. All voted “aye”. Motion carried.

GROUP	DESCRIPTION OF EVENT	PURPOSE	START UP COSTS	TARGET AMOUNT	DATE
HS Baseball	Sell Mustang Cards for \$20.00	Raise money for equipment		\$5,000	5/02/12 - 5/16/12

6-I Drivers Education Fees

Motion Smith, second Christensen to approve the increase in Drivers Education Fees to begin in the summer of 2012. All voted “aye”. Motion carried.

6-J Banquet Confirmation Agreement

Motion Christensen, second Smith to approve the International Palms Resort and Conference Center Banquet Agreement as part of the 2012-13 Band/Choir trip to Florida. All voted “aye”. Motion carried.

6-K 2012-2013 Certified Master Contract

Motion Smith, second Henderson to approve the 2012-2013 Certified Master Contract. All voted “aye”. Motion carried.

6-L District Slip/Fall Assessment

Mrs. Lynnette Engel and Mr. Mike Donnelly shared with the Board a recent slip/fall assessment that was completed for the District through EMC Insurance.

6-M Current Junior-Senior High School

Discussion was held by the Board regarding possible future plans for the current Junior-Senior High School. Mr. Donnelly and Mr. Christensen volunteered to be members of a task force along with representatives from the City to evaluate the City's potential use of the building and land.

6-N District Logo

Discussion was held regarding trying to unify the Districts' logo, both the Mustang Head and the "I". The Board was in agreement with having official logos and will put it on a future agenda for discussion.

ADJOURNMENT

Motion Smith, second Christensen to adjourn the meeting at 8:45 p.m. All voted "aye."
Motion carried.

Brian C. Eddy
Chairperson

Lynnette Engel
Board Sec. /Treas.

Independence Community School Board Minutes
Special Meeting
March 21, 2012

A special meeting of the Independence Community School Board was called to order at 6:30 p.m. by Chairperson Brian C. Eddy at the West Elementary Commons, at 1301 First Street West, Independence, Iowa.

Members Present: Chairperson Brian C. Eddy, John Christensen,
Rusty Donnelly, Eric B. Smith,
Stacy Henderson

Superintendent Present: Jean Peterson

Board Secretary/Treasurer: Lynnette Engel

Press Present: John Klotzbach, "The Bulletin Journal"

1. APPROVAL OF AGENDA

Motion Smith, second Henderson to approve the agenda. All voted "aye."

2. NEW BUSINESS

A. Agricultural Education Program

Jennifer Sornson, Junior-Senior High School Principal shared a power point presentation with the Board on the benefits of an Agricultural Education at Independence High School. Scott Frye presented a spreadsheet to the Board showing how the program would be self-funded. Amy Kelly, Polly Fank, Mark Thompson and John Behan all addressed the Board as part of the presentation for Agricultural Education. After the presentation was completed, the Board listened while thirteen community members expressed their support and asked questions about the possible program.

B. Approve Agricultural Education Program and Terms

Motion Christensen, second Donnelly to lease the remaining farm land to Indee Agriculture Education, Inc., an entity to be formed, for \$250 per acre for this year, and tentatively approve the Ag Ed program for the 2013-2014 school year. This motion is contingent on the Board approving the lease after verification that the corporation has been formed, and that the Ag Ed corporation provide the Board with an update in January 2013 on the status of their funding plan.

ADJOURNMENT

Motion Christensen, second Henderson to adjourn the meeting at 8:03 p.m. All voted Aye.

Brian C. Eddy
Chairperson

Lynnette Engel
Secretary/Treasurer

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE

Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as fiscal year. Requests for family and medical leave shall be made to the superintendent.

Employees are required to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It shall be the responsibility of the superintendent to develop administrative rules to implement this policy.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the Board regarding family and medical leave of such employees shall be followed.

Legal Reference: Whitney v. Rural Ind. School. District, 232 Iowa 61, 4 N.W.2d 394 (1942).
26 U.S.C. §§ 2601 *et seq.* (2006)
29 C.F.R. Pt. 825 (2006).
Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2009).
1980 Op. Att'y Gen. 605.
1972 Op. Att'y Gen. 177, 353.
1952 Op. Att'y Gen. 91.

Cross Reference: 409.2 Licensed Employee Personal Illness Leave
414.3 Classified Employee Family and Medical Leave

Approved 11/1/2004

Reviewed 12/17/2007

Revised 09/21/2009

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

BENEFITS AND PROTECTION

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

JOB ELIGIBILITY REQUIREMENTS

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

DEFINITION OF SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

USE OF LEAVE

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken.

SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

EMPLOYEE RESPONSIBILITIES

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

EMPLOYER RESPONSIBILITIES

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

UNLAWFUL ACTS BY EMPLOYERS

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

NOTE: FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

If you have access to the Internet visit FLMA's website: <http://www.dol.gov/esa/whd/fmla>.

To locate your nearest Wage-Hour Office, phone our toll-free information at 1-866-487-9243 or to the Web site at: <http://www.wagehour.dol.gov>.

For a listing of records that must be kept by employers to comply with FMLA visit the U.S. Dept. of Labor's website: http://www.dol.gov/dol/allcfr/ESA/Title_29/Part_825/29CFR825.500.htm

US Dept. of Labor – Revised July, 2009

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

Date: _____

I, _____, request family and medical leave for the following reason: (check all that apply)

- ☐ for the birth of my child;
☐ for the placement of a child for adoption or foster care;
☐ to care for my child who has a serious health condition;
☐ to care for my parent who has a serious health condition;
☐ to care for my spouse who has a serious health condition;
☐ because I am seriously ill and unable to perform the essential functions of my position;
☐ because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or
☐ because I am the ___ spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness.

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

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

I request that my family and medical leave begin on _____ and I request leave as follows:
(check one)

☐ continuous

I anticipate that I will be able to return to work on _____.

☐ intermittent leave for the:

- ☐ birth of my child or adoption or foster care placement subject to agreement by the district
☐ serious health condition of myself, parent, or child when medically necessary
☐ because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves
☐ because I am the ___ spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness

Details of the needed intermittent leave:

I anticipate returning to work at my regular schedule on _____.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

_____ reduced work schedule for the:

- _____ birth of my child or adoption or foster care placement subject to agreement by the school district
- _____ serious health condition of myself, parent, or child when medically necessary
- _____ because of a qualifying exigency arising out of the fact that my _____ spouse; _____ son or daughter; _____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves
- _____ because I am the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered service member with a serious injury or illness

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on _____.

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

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

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

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

Signed _____

Date _____

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

A. School district notice.

1. The school district will post the notice in Exhibit 409.3E1 regarding family and medical leave.
2. Information on the Family and Medical Leave Act and the board policy on family and medical leave, including leave provisions and employee obligations, will be provided annually. The information will be in the employee handbook.
3. When an employee requests family and medical leave, the school district will provide the employee with information listing the employee's obligations and requirements. Such information will include:
 - a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's annual 12-week entitlement or 26 week entitlement depending on the purpose of the leave;
 - b. a reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so or proof of call to active duty in the case of military family and medical leave;
 - c. an explanation of the employee's right to substitute paid leave for family and medical leave including a description of when the school district requires substitution of paid leave and the conditions related to the substitution; and
 - d. a statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

B. Employees are eligible for family and medical leave if three criteria are met.

1. The school district has more than 50 employees on the payroll at the time leave is requested;
2. The employee has worked for the school district for at least twelve months or 52 weeks (the months and weeks need not be consecutive); and
3. The employee has worked at least 1,250 hours within the previous year. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hour requirement.

If the employee requesting leave is unable to meet the above criteria, then the employee is not eligible for family and medical leave.

C. Employee requesting leave -- two types of leave.

1. Foreseeable family and medical leave.
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
 - b. Employee must give at least thirty days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty days after notice was received.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school district. The scheduling is subject to the approval of the health care provider.
- 2. Unforeseeable family and medical leave.
 - a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
 - b. Employee must give notice as soon as possible but no later than ~~one to~~ two work days after learning that leave will be necessary.
 - c. A spouse or family member may give the notice if the employee is unable to personally give notice.
- D. Eligible family and medical leave determination. The school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family relationship.
 - 1. Six purposes.
 - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
 - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
 - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition;
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;
 - e. Because of a qualifying exigency arising out of the fact that an employee's ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or
 - f. Because the employee is the spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness.
 - 2. Medical certification.
 - a. When required:
 - (1) Employees shall be required to present medical certification of the employee's serious health condition and inability to perform the essential functions of the job.
 - (2) Employees shall be required to present medical certification of the family member's serious health condition and that it is medically necessary for the employee to take leave to care for the family member.
 - (3) Employees shall be required to present certification of the call to active duty when taking military family and medical leave.
 - b. Employee's medical certification responsibilities:
 - (1) The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- (2) The school district may require the employee to obtain a second certification by a health care provider chosen by and paid for by the school district if the school district has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the school district on a regular basis.
 - (3) If the second health care provider disagrees with the first health care provider, then the school district may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the school district and paid for by the school district. This certification or lack of certification is binding upon both the employee and the school district.
- c. Medical certification will be required fifteen days after family and medical leave begins unless it is impracticable to do so. The school district may request recertification every thirty days. Recertification must be submitted within fifteen days of the school district's request.
 - d. Employees taking military caregiver family and medical leave to care for a family service member cannot be required to obtain a second opinion or to provide recertification.

Family and medical leave requested for the serious health condition of the employee or to care for a family member with a serious health condition which is not supported by medical certification shall be denied until such certification is provided.

E. Entitlement.

- 1. Employees are entitled to twelve weeks unpaid family and medical leave per year. Employees taking military caregiver family and medical leave to care for a family service member are entitled to 26 weeks of unpaid family and medical leave but only in a single 12 month period.
- 2. Year is defined as fiscal year.
- 3. If insufficient leave is available, the school district may:
 - a. Deny the leave if entitlement is exhausted; or
 - b. Award leave available.

F. Type of Leave Requested.

- 1. Continuous - employee will not report to work for set number of days or weeks.
- 2. Intermittent - employee requests family and medical leave for separate periods of time.
 - a. Intermittent leave is available for:
 - (1) Birth, adoption or foster care placement of child only with the school district's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

- (3) Because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
 - (4) Because I am the ___ spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness.
 - b. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable intermittent leave, the school district may move the employee to an alternative position with equivalent pay and benefits. *(For instructional employees, see G below.)*
- 3. Reduced work schedule - employee requests a reduction in the employee's regular work schedule.
 - a. Reduced work schedule family and medical leave is available for:
 - (1) Birth, adoption or foster care placement and subject to the school district's agreement.
 - (2) Serious health condition of the employee, spouse, parent, or child when medically necessary without the school district's agreement.
 - (3) Because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
 - (4) Because I am the ___ spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness.
 - b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.
 - c. During the period of foreseeable reduced work schedule leave, the school district may move the employee to an alternative position with equivalent pay and benefits. *(For instructional employees, see G below.)*

G. Special Rules for Instructional Employees.

- 1. Definition - an instructional employee is one whose principal function is to teach and instruct students in a class, a small group or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors and special education assistants.
- 2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent of the work days in the leave period may be required to:
 - a. Take leave for the entire period or periods of the planned medical treatment; or
 - b. Move to an available alternative position, with equivalent pay and benefits but not necessarily equivalent duties, for which the employee is qualified.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester do not include scheduled school breaks, such as summer, winter or spring break.
 - a. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last at least three weeks and the employee would return to work during the last three weeks of the semester if the leave was not continued.
 - b. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks and the employee would return to work during the last two weeks of the semester.
 - c. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
4. The entire period of leave taken under the special rules is credited as family and medical leave. The school district will continue to fulfill the school district's family and medical leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's family and medical leave entitlement ends before the involuntary leave period expires.

H. Employee responsibilities while on family and medical leave.

1. Employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless employee elects not to continue the benefits.
2. The employee contribution payments will be deducted from any money owed to the employee or the employee shall reimburse the school district at a time set by the superintendent.
3. An employee who fails to make the health care contribution payments within thirty days after they are due will be notified that their coverage may be canceled if payment is not received within an additional 15 days.
4. An employee may be asked to recertify the medical necessity of family and medical leave for the serious medical condition of an employee or family member once every thirty days and return the certification within fifteen days of the request.
5. The employee must notify the school district of the employee's intent to return to work at least once each month during their leave and at least two weeks prior to the conclusion of the family and medical leave.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

6. If an employee intends not to return to work, the employee must immediately notify the school district, in writing, of the employee's intent not to return. The school district will cease benefits upon receipt of this notification.

I. Use of paid leave for family and medical leave.

An employee must substitute unpaid family and medical leave with any paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement. Paid leave includes, but is not limited to, sick leave, family illness leave, vacation, personal leave, bereavement leave and professional leave. When the school district determines that paid leave is being taken for an FMLA reason, the school district will notify the employee within two business days that the paid leave will be counted as FMLA leave.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Active Duty - duty under a call or order to active duty under a provision of law referring to in section 101(a)(13) of title 10, U.S. Code.

Common Law Marriage-according to Iowa law, common law marriages exist when there is a present intent by the two parties to be married, continuous cohabitation, and a public declaration that the parties are husband and wife. There is no time factor that needs to be met in order for there to be a common law marriage.

Contingency Operation - has the same meaning given such term in section 101(a)(13) of title 10, U.S. Code.

Continuing Treatment-a serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or
 - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Covered Servicemember - a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Eligible Employee-the district has more than 50 employees on the payroll at the time leave is requested. The employee has worked for the district for at least twelve months and has worked at least 1250 hours within the previous year.

Essential Functions of the Job-those functions which are fundamental to the performance of the job. It does not include marginal functions.

Employment Benefits-all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan."

Family Member-individuals who meet the definition of son, daughter, spouse or parent.

Group health plan-any plan of, or contributed to by, an employer (including a self-insured plan) to provide health care (directly or otherwise) to the employer's employees, former employees, or the families of such employees or former employees.

Health Care Provider-

- A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; and
- Nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; and
- Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts;
- Any health care provider from whom an employer or a group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits;
- A health care provider as defined above who practices in a country other than the United States who is licensed to practice in accordance with the laws and regulations of that country.

In Loco Parentis-individuals who had or have day-to-day responsibilities for the care and financial support of a child not their biological child or who had the responsibility for an employee when the employee was a child.

Incapable of Self-Care-that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" or "ADLs." Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Instructional Employee-an employee employed principally in an instructional capacity by an educational agency or school whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, nor auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

Intermittent Leave-leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave or periods from an hour or more to several weeks.

Medically Necessary-certification for medical necessity is the same as certification for serious health condition.

"Needed to Care For"-the medical certification that an employee is "needed to care for" a family member encompasses both physical and psychological care. For example, where, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety or is unable to transport himself or herself to medical treatment. It also includes situations where the employee may be needed to fill in for others who are caring for the family member or to make arrangements for changes in care.

Next of Kin - an individual's nearest blood relative.

Outpatient Status - the status of a member of the Armed Forces assigned to –

- either a military medical treatment facility as an outpatient; or,
- a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent-a biological parent or an individual who stands in loco parentis to a child or stood in loco parentis to an employee when the employee was a child. Parent does not include parent-in-law.

Physical or Mental Disability-a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

Reduced Leave Schedule-a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Serious Health Condition-

- An illness, injury, impairment, or physical or mental condition that involves:
 - Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from), or any subsequent treatment in connection with such inpatient care; or
 - Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes:

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- Treatment for purposes of this definition includes, but is not limited to, examinations to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examinations, eye examinations or dental examinations. Under this definition, a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

- Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.
- Absence attributable to incapacity under this definition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

Serious Injury or Illness - an injury or illness incurred by a member of the Armed forces, including the National Guard or Reserves in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

Son or Daughter-a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.

Spouse-a husband or wife recognized by Iowa law including common law marriages.

CLASSIFIED EMPLOYEE DEFINED

Classified employees are employees who are not administrators or employees in positions which require an Iowa Department of Education teaching license and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Classified employees shall include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time.

Classified employees may have letters of appointment or may be issued written contracts stating the salary or hourly wage rate. Classified employees are not guaranteed a minimum number of days or hours of employment. All classified employees whether they do or do not have written contracts are considered "at will" employees who may be terminated at any time for any reason. The superintendent or the superintendent's designee has the authority to hire classified employees without advance Board approval. The superintendent or the superintendent's designee may terminate the employment of a classified employee immediately for any reason. Classified employees are not automatically re-employed.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for classified employee positions. Job descriptions may be approved by the Board.

Classified employees required to hold a license for their position must present evidence of their current license to the Board secretary prior to payment of wages each year.

Legal Reference: Iowa Code §§ 20; 279.8 (2003).

Cross Reference: 405.1 Licensed Employee Defined
411.2 Classified Employee Qualifications, Recruitment, Selection
412.3 Classified Employee Group Insurance Benefits

Approved 11/1/2004

Reviewed 01/21/2008

Revised 06/15/2009

CLASSIFIED EMPLOYEE - QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a classified employee position will have an opportunity to apply and qualify for classified employee positions in the school district without regard to age, race, creed, color, sex, national origin, religion, sexual orientation, gender identity or disability. Job applicants for classified employee positions will be considered on the basis of the following:

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

Announcement of the position will be through means the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications will be returned to the central administration office. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who directly supervises and oversees the position.

The superintendent has the authority to hire, without Board approval, bus drivers, custodians, education associates, maintenance staff, clerical personnel, and food service workers. (These positions are the ones listed in the statute. Boards can expand or detract from this list and should develop the list as it best reflects their district.)

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
 42 U.S.C. §§ 2000e *et seq.* (1994)
 42 U.S.C. §§ 12101 *et seq.* (1994).
 Iowa Code §§ 35C; 216; 279.8; 294.1 (2003).

Cross Reference: 401.2 Equal Employment Opportunity
 411 Classified Employees - General

Approved 06/19/2007

Reviewed _____

Revised 06/19/2007

CLASSIFIED EMPLOYEE CONTRACTS

The Board may enter into written contracts with classified employees employed on a regular basis. The contract will state the terms of employment.

Each contract will include a thirty-day cancellation clause. Either the employee or the Board must give notice of the intent to cancel the contract at the end of thirty days. This notice will not be required when the employee is terminated during a probationary period or for cause.

Classified employees will receive a job description stating the specific performance responsibilities of their position.

It is the responsibility of the superintendent to draw up and process the classified employee contracts and present them to the Board for approval.

Legal Reference: Iowa Code §§ 20; 279.7A; 285.5(9) (2003).

Cross Reference: 411 Classified Employees - General
412.1 Classified Employee Compensation
412.2 Classified Employee Wage and Overtime Compensation
413 Classified Employee Termination of Employment

Approved 11/1/2004

Reviewed 01/21/2008

Revised _____

CLASSIFIED EMPLOYEE LICENSING/CERTIFICATION

Classified employees who require a special license or other certification shall keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Iowa Department of Education for the position.

Legal Reference: Iowa Code §§ 272.6; 285.5(9) (2003).
281 I.A.C. 12.4(10); 36; 43.12-.24.

Cross Reference: 411.2 Classified Employee Qualifications, Recruitment, Selection

Approved 11/1/2004

Reviewed 01/21/2008

Revised _____

CLASSIFIED EMPLOYEE ASSIGNMENT

Determining the assignment of each classified employee is the responsibility of the superintendent and within the sole discretion of the Board. In making such assignments each year, the superintendent shall consider the qualifications of each classified employee and the needs of the school district.

It shall be the responsibility of the superintendent to assign classified employees and report such assignments to the Board.

Legal Reference: Iowa Code §§ 20; 279.8 (2003).

Cross Reference: 200.3 Powers of the Board of Directors
411.6 Classified Employee Transfers

Approved 11/1/2004

Reviewed 01/21/2008

Revised _____

CLASSIFIED EMPLOYEE PROBATIONARY STATUS

The first 90 days of a newly employed classified employee's contract shall be a probationary period. "Day" shall be defined as one work day regardless of full-time or part-time status of the employee. New employees, regardless of experience, shall be subject to this probationary period.

"New" employees includes individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the Board during the school year prior to the one for which contracts are being issued.

Only the Board, in its discretion, may waive the probationary period.

Legal Reference: Iowa Code §§ 20; 279.8 (2003).

Cross Reference: 411.3 Classified Employee Contracts
411.7 Classified Employee Evaluation

Approved 11/1/2004

Reviewed 01/21/2008

Revised 01/16/2012

CLASSIFIED EMPLOYEE TRANSFERS

Determining the location where a classified employee's assignment will be performed is the responsibility of the superintendent and within the sole discretion of the Board. In making such assignments each year, the superintendent shall consider the qualifications of each classified employee and the needs of the school district.

A transfer may be initiated by the employee, the principal or the superintendent.

It shall be the responsibility of the superintendent to transfer classified employees and report such transfers to the Board.

The requirements stated in the Classified Employee Handbook *Master Contract* regarding Non-Teaching Employees shall be followed.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e *et seq.* (1994)
42 U.S.C. §§ 12101 *et seq.* (1994).
Iowa Code §§ 20.9; 35C; 216; 279.8; 294.1 (2003).

Cross Reference: 411.2 Classified Employee Qualifications, Recruitment, Selection
411.5 Classified Employment Assignment

Approved 11/1/2004

Reviewed 01/21/2008

Revised _____

CLASSIFIED EMPLOYEE EVALUATION

Evaluation of classified employees on their skills, abilities, and competence shall be an ongoing process supervised by the superintendent. The goal of the formal evaluation of classified employees shall be to maintain classified employees who meet or exceed the Board's standards of performance, to clarify each classified employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the Board, and to develop a working relationship between the administrators and other employees.

It shall be the responsibility of the superintendent to ensure classified employees are formally evaluated annually. New and probationary classified employees shall be formally evaluated at least twice a year.

The requirements stated in the Classified Employee ~~Handbook~~ **Master Contract** regarding Non-Teaching Employees shall be followed.

Legal Reference: Aplington Community School District v. PERB, 392 N.W.2d 495 (Iowa 1986).
 Saydel Education Association v. PERB, 333 N.W.2d 486 (Iowa 1983).
 Iowa Code §§ 20.9; 279.14 (2003).
 281 I.A.C. 12.3(4).

Cross Reference: 411.2 Classified Employee Qualifications, Recruitment, Selection
 411.8 Classified Employee Probationary Status

Approved 11/1/2004

Reviewed 01/21/2008

Revised _____

CLASSIFIED EMPLOYEE COMPENSATION

The Board shall determine the compensation to be paid for the classified employees' positions, keeping in mind the education and experience of the classified employee, the educational philosophy of the school district, the financial condition of the school district and any other considerations as deemed relevant by the Board.

It shall be the responsibility of the superintendent to make a recommendation to the Board annually regarding the compensation of classified employees. *The compensation shall be subject to review and modification through the collective bargaining process.*

The requirements stated in the Master Contract between employees in the classified collective bargaining unit and the Board regarding wages and salaries of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8 (2003).

Cross Reference: 411.3 Classified Employee Contracts
412.2 Classified Employee Wage and Overtime Compensation

Approved 11/1/2004

Reviewed 01/21/2008

Revised _____

CLASSIFIED EMPLOYEE WAGE AND OVERTIME COMPENSATION

Each non-exempt employee compensated on an hour-by-hour basis, whether full-or part-time, permanent or temporary, will be paid no less than the prevailing minimum wage. Whenever a non-exempt employee must work more than forty hours in a given work week ***or more than eight hours per day***, the employee shall be compensated at one and one-half times their regular hourly wage rate. This compensation shall be in the form of overtime pay. Overtime will not be permitted without prior authorization of the ~~superintendent~~ ***building principal***.

~~Each non-exempt employee paid on an hour-by-hour basis must complete, sign, and turn in a daily time record showing the actual number of hours worked. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.~~

Each classified employee paid on an hour-by-hour basis must clock in and out using the District's time clock system to record actual hours worked. Failure of the employee to properly clock in and out or falsification of daily time worked will be grounds for disciplinary action, up to and including possible termination.

It is the responsibility of the Board secretary to maintain wage records.

Legal Reference: Garcia v. San Antonio Metropolitan Transit Authority, 469 U.S. 528 (1985).
29 U.S.C. §§ 206 *et seq.* (1994).
29 C.F.R. Pt. 511-800 (2002).

Cross Reference: 411.3 Classified Employee Contracts
412.1 Classified Employee Compensation

Approved 11/1/2004

Reviewed 01/21/2008

Revised _____

CLASSIFIED EMPLOYEE GROUP INSURANCE BENEFITS

Classified employees may be eligible for group insurance benefits as determined by the Board and required by law. The Board shall select the group insurance program and the insurance company which will provide the program.

This policy statement does not guarantee a certain level of benefits. The Board shall have the authority and right to change or eliminate group insurance programs for its classified employees.

The requirements stated in the Master Contract between employees in the classified collective bargaining unit and the Board regarding the group insurance benefits of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.9; 85; 85B; 279.12; 509; 509A; 509B (2003).

Cross Reference: 411.1 Classified Employee Defined

Approved 11/1/2004

Reviewed 01/21/2008

Revised _____

CLASSIFIED EMPLOYEE TAX SHELTER PROGRAMS

The Board authorizes the administration to make a payroll deduction for classified employees' tax sheltered annuity premiums purchased from a company or program chosen by the board and collective bargaining units.

Classified employees wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

The requirements stated in the Master Contract between employees in the classified collective bargaining unit and the Board regarding the tax sheltered annuities of such employees shall be followed.

Legal Reference: Small Business Job Protection Act of 1996, Section 1450(a), repealing portions of IRS REG § 1.403(b)-1(b)(3).
Iowa Code §§ 20.9; 260C; 273; 294.16 (2003).
1988 Op. Att'y Gen. 38.
1976 Op. Att'y Gen. 462, 602.
1966 Op. Att'y Gen. 211, 220.

Cross Reference: 706 Payroll Procedures

Approved 11/1/2004

Reviewed 01/21/2008

Revised 01/19/2009

CLASSIFIED EMPLOYEE RESIGNATION

Classified employees who wish to resign during the school year shall give the Board notice of their intent to resign and final date of employment and cancel their contract 10 days prior to their last working day.

Notice of the intent to resign shall be in writing to the superintendent.

Legal Reference: Iowa Code §§ 91A.2, .3, .5; 279.19A; 285.5(9) (2003).

Cross Reference: 411.3 Classified Employee Contracts
413 Classified Employee Termination of Employment

Approved 11/1/2004

Reviewed 02/18/2008

Revised _____

CLASSIFIED EMPLOYEE SUSPENSION

Classified employees shall perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a classified employee with or without pay pending Board action on a discharge or during investigation of charges against the employee or for disciplinary purposes. It shall be within the discretion of the superintendent to suspend a classified employee with or without pay.

In the event of a suspension, due process will be followed.

Legal Reference: Northeast Community Education Association v. Northeast Community School District, 402 N.W.2d 765 (Iowa 1987).
McFarland v. Board of Education of Norwalk Community School District, 277 N.W.2d 901 (Iowa 1979).
Iowa Code §§ 20.7, .24 (2003).

Cross Reference: 404 Employee Conduct and Appearance
413 Classified Employee Termination of Employment

Approved 11/1/2004

Reviewed 02/18/2008

Revised _____

CLASSIFIED EMPLOYEE DISMISSAL

The Board believes classified employees should perform their jobs, respect board policy and obey the law. A classified employee may be dismissed upon thirty days notice or immediately for cause. Due process procedures shall be followed.

In the event that the superintendent does not want to exercise the authority to terminate a classified employee under board policy 411.1, it shall be the responsibility of the superintendent to make a recommendation for dismissal to the Board. A classified employee may be dismissed for any reason, including, but not limited to, incompetence, willful neglect of duty, reduction in force, willful violation of board policy or administrative regulations, or a violation of the law.

Legal Reference: Iowa Code §§ 20.7, .24 (2003).

Cross Reference: 404 Employee Conduct and Appearance
413.4 Classified Employee Suspension
413.6 Classified Employee Reduction in Force

Approved 11/1/2004

Reviewed 02/18/2008

Revised 01/18/2010

CLASSIFIED EMPLOYEE REDUCTION IN FORCE

It is the exclusive power of the Board to determine when a reduction in classified employees is necessary. Employees who are terminated due to a reduction in force shall be given ~~thirty days~~ notice *as soon as practical*. Due process will be followed for terminations due to a reduction in force.

It shall be the responsibility of the superintendent to make a recommendation for termination to the Board. ~~The superintendent will consider the relative qualifications, skills, ability and demonstrated performance through evaluation procedures in making the recommendations.~~

The requirements stated in the Classified ~~Employee Handbook~~ *Master Contract* regarding employee reduction in force shall be followed.

Legal Reference: Iowa Code §§ 20.7, .24 (2003).

Cross Reference: 407.6 Licensed Employee Reduction in Force
413.4 Classified Employee Suspension
413.5 Classified Employee Dismissal
703 Budget

Approved 11/1/2004

Reviewed 02/18/2008

Revised _____

Independence Community School District

Period Vendor Report by Fund

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03/01/2012 - 03/31/2012

User ID: ARF

Fund: 10 OPERATING FUND

<u>Vendor Name</u>		<u>Total</u>
ACCENT LASER SERVICES	SUPPLIES	509.85
ADVANCED SYSTEMS INC	SUPPLIES	76.18
AHLERS AND COONEY, P.C.	SERVICES	2,161.85
ANDERSON'S ALPHABET U	SUPPLIES	39.60
BAEDER CONSULTING	SRV	298.00
BARCO PRODUCTS COMPANY	SUP/SRV	245.41
BEYER, JAYME	REIMBURSEMENT	86.88
BG BRECKE INC	IMPROVEMENTS	686.22
BUCHANAN COUNTY SOFT WATER	SUPPLIES	285.00
BUSINESS SYSTEMS INC.	SUPPLIES	660.97
CEDAR RAPIDS COMMUNITY SCHOOLS	REIM/TUIT/FEES	32.04
CENTER POINT-URBANA COMMUNITY SCHOOL	OE TUITION	36,768.75
CITY LAUNDERING CO	SERVICE	50.43
CLASSROOM PRODUCTS LLC	SUPPLIES	36.85
CONSOLIDATED ENERGY CO/HARTLAND FUEL	DIESEL	7,269.76
DHS CASHIER 1ST FLOOR	MEDICAID	1,575.63
DUBUQUE COMMUNITY SCHOOLS	TUITION	1,045.76
DUNLAP MOTORS INC	SUP/SRV	650.17
EAST BUCHANAN COMMUNITY SCHOOL	REIMB/FEES/TUIT	28,091.32
ELECTRICAL ENGINEERING & EQUIP	SUPPLIES	580.50
ESCHEN TARPY NAPA	SUPPLIES	35.06
EXCEPTIONAL PERSONS, INC	SERVICE	60.42
FAREWAY STORES INC	SUPPLIES	131.93
FASTENAL COMPANY	SUPPLIES	15.80
FITZPATRICK WATER & PLUMBING, INC.	SUP/SRV	380.00
FOLLETT LIBRARY RESOURCES	SUPPLIES	815.76
FOUR OAKS-RESIDENTIAL	INSTRUCTION	6,471.30
FRISBEY, ANDREA	REIMBURSEMENT	35.04
FUSION FORWARD	SERVICES	2,000.00
G & L LAWN RANGERS LLC	SERVICE	520.00
GAGE EXTERMINATING	SERVICES	115.00
GALLERIA DE PACO	SRV	300.00
GIDDINGS, BETTY	REIMBURSEMENT	(29.17)
HARDWARE HANK	SUPPLIES	52.91
HARTIG DRUG	SUPPLIES	3.29
HAUSERS WATER SYSTEM	SUPPLIES	16.00
HAWKEYE ALARM SIGNAL COMPANY	SERVICES	250.00
HAWKEYE COMMUNITY COLLEGE	SERVICES	5,840.00
HENDERSON SNOW REMOVAL	SNOW REMOVAL/EQUIP	1,207.83
HOWLETT, ROBERT	SRV	500.00
IASB	DUES/FEES	550.00
IASBO	DUES/FEES	145.00
IHSMA	REG FEES	875.00
IMMANUEL LUTHERAN PRESCHOOL	REIMBURSEMENT	4,520.62
INDEPENDENCE LIGHT & POWER	UTILITIES	18,406.29
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SRV/EQUIP	63.75
IOWA COMMUNICATIONS NETWORK	SERVICE	593.39
IOWA DIVISION OF LABOR SERVICES	BUILDING REPAIRS	110.00

Fund: 10 OPERATING FUND

<u>Vendor Name</u>		<u>Total</u>
IOWA HIGH SCHOOL SPEECH ASSOC.	DUES/FEES/SUP	418.00
IOWA JAZZ CHAMPIONSHIPS	REG FEE	200.00
JESUP COMMUNITY SCHOOL	TUIT/FEES/REIMB	35,183.48
JOHN DEERE FINANCIAL	SUP/SRV/EQUIP	18.93
JOHNSTONE SUPPLY	IMPROVEMENT	110.58
JW PEPPER & SON, INC.	SUPPLIES	179.99
KEPHART'S MUSIC CENTER INC	SUP/SRV	603.88
KWIK TRIP/KWIK STAR STORES	GASOLINE	2,170.84
LUCKY 10 LANES	SERVICES	70.00
MAILBOX COMPANION MEMBERSHIP	SUPPLIES	297.00
MARION INDEPENDENT SCHOOL DISTRICT	TUITION	1,323.69
MAXIMOVICH, VALERIE	REIMBURSEMENT	109.53
MENARDS	SUPPLIES	99.21
MIDAMERICAN ENERGY CO.	NATURAL GAS	10,612.57
MNJ TECHNOLOGIES DIRECT, INC	SUPPLIES	184.20
NOETIC LEARNING	REG FEES	29.00
NORTH LINN COMMUNITY SCHOOL	TUIT/REG FEES	5,883.00
NORTHEAST IOWA CHORAL DIRECTORS	DUES/FEES/REG	115.00
OELWEIN COMMUNITY SCHOOLS	TUIT/FEES/REIMB	5,883.00
OELWEIN PUBLISHING COMPANY	ADS/LEGALS	533.31
OFFICE DEPOT, INC	SUPPLIES	290.03
OFFICE TOWNE, INC.	SUPPLIES	72.98
PAETEC	UTILITIES	1,204.90
PEACHTREE BUSINESS PRODUCTS	SUPPLIES	95.00
PHELPS, DANA	REIMBURSEMENT	119.70
PINICON FORD INC	SRV/SUP	1,565.94
PLUMB SUPPLY COMPANY	IMPROVEMENT	1,129.91
POSTMASTER-INDEE	POSTAGE	133.93
PRAIRIE FARMS DAIRY INC	DAIRY	3.26
PRINT EXPRESS-MILLER PRINTERIE	SERVICES	170.00
PURCHASE POWER	POSTAGE	3,000.00
REINKOESTER, CASEY	MILEAGE	24.96
RELIANCE COMMUNICATIONS INC	SERVICE	3,150.00
RESTAURANT SOURE	SUPPLIES	178.02
ROCKLER WOODWORKING & HARDWARE	SUPPLIES	259.62
SCHMITT, JENNIFER	REIMBURSEMENT	10.00
SCHOOL HEALTH CORP	SUPPLIES	147.03
SCIENCE KIT & BOREAL LAB.	SUPPLIES	33.25
SIMPLICITY PATTERN CO INC	SUPPLIES	19.95
SOFTWARE UNLIMITED INC	SVC/SUPPLES/TRNG	40.00
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT	5,251.84
STARLIGHT CINEMA LLC	SERVICE	39.00
SUPERIOR CLEANING SERVICES LTD	SERVICE	3,296.43
SUPERIOR WELDING INC	SUPPLIES	710.27
TEGTMEIER PIANO TUNING	SERVICES	103.50
THE NEWS	ADS/LEGALS	349.25
THOMAS BUS SALES, INC.	SUPPLIES	287.25
TIMBERLINE BILLING SERVICES LLC	SERVICES	146.07

<u>Vendor Name</u>		<u>Total</u>
U.S. CELLULAR	TELEPHONE	602.42
U.S. GAMES	SUPPLIES	229.88
UNION COMMUNITY SCHOOLS	TUIT/FEES/REIMB	2,941.50
VERN'S TRUE VALUE	SUPPLIES	786.56
VINTON POLICE DEPARTMENT-TRAINING	REG FEES	10.00
VINTON-SHELLSBURG COMM.SCHOOLS	TUIT/FEES/REIMB	6,030.07
VISA CARD SERVICES	SUPPLIES	2,419.65
WALMART COMMUNITY	SUPPLIES	335.99
WASTE MANAGEMENT OF WI-MN	SERVICE	2,020.90
WATERLOO COMMUNITY SCHOOLS	OE TUITION	382.39
WEBER PAPER COMPANY	SUPPLIES	120.39
WEST MUSIC CO INC	SUP/SRV/EQUIP	379.00
WILSON PHOTOGRAPHY	SUPPLIES	367.50
WOHLERS, DENISE	REIMBURSEMENT	99.00
ZIESER, RHONDA	REIMBURSEMENT	100.80
Vendors Listed:	111	Total: 227,819.74

Fund: 21 STUDENT ACTIVITY FUND

<u>Vendor Name</u>		<u>Total</u>
ANDREWS, RANDY	OFFICIAL	60.00
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	16.78
BILL'S PIZZA & SMOKEHOUSE	SUPPLIES	341.25
BLAND'S FLOWER SHOP INC	FLOWERS	18.00
CDP FUNDRAISING	SUP/SRV	13,163.15
DECORAH HIGH SCHOOL	SUPPLIES	50.00
DERLEIN SCALE, INC.	SRV	65.00
GALLERIA DE PACO	SRV	51.00
GATES, GREGORY	OFFICIAL	60.00
GROSH BACKDROPS & DRAPERY	SUPPLIES	1,392.25
HOLIDAY INN - DOWNTOWN	TRAVEL	537.40
JOHN DEERE FINANCIAL	SUP/SRV/EQUIP	85.92
MARY'S FLOWER PATCH	SUP/SRV	70.00
MILLENNIUM THERAPY	SERVICES	1,000.00
MUSIC THEATRE INTERNATIONAL	FEES	1,330.00
QUALITY INN & SUITES EVENT CTR	LODGING	1,819.50
SAM'S CLUB DIRECT	SUPPLIES	140.00
SIGNS AND MORE	SUPPLIES	1,130.36
SMITH, CHARLES	SRV	450.00
SPIELMAN, CHUCK	OFFICIAL	26.73
TROTT TROPHIES	SUPPLIES	399.00
VERN'S TRUE VALUE	SUPPLIES	75.45
WALMART COMMUNITY	SUPPLIES	4.88
WARTBURG COLLEGE	REG FEES	200.00
WINGER, DAVID	SERVICE	90.00
Vendors Listed:	25	Total: 22,576.67

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User ID: ARF

Fund: 22 MANAGEMENT FUND

Vendor NameTotal

AUL

EMPLOYEE INVESTMENTS

467.44

Vendors Listed:

1

Total:

467.44

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03/01/2012 - 03/31/2012

User ID: ARF

Fund: 33 LOCAL OPTION SALES AND SERVICES TAX

<u>Vendor Name</u>		<u>Total</u>
CUSIP SERVICE BUREAU	SRV	550.00
HSR ASSOCIATES INC	SERVICES	150,000.00
NGE INC	EQUIPMENT	12,493.00
POINT OF BEGINNING INC.	SERVICE	2,550.00
Vendors Listed:	4	Total: 165,593.00

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03/01/2012 - 03/31/2012

User ID: ARF

Fund: 36 PHYSICAL PLANT & EQUIPMENT

<u>Vendor Name</u>		<u>Total</u>
SCHOOL BUS SALES	VEHICLE/SUPPLIES	75,248.00
WEST MUSIC CO INC	SUP/SRV/EQUIP	5,534.10
Vendors Listed:	2	Total: <u>80,782.10</u>

Fund: 61 SCHOOL NUTRITION FUND

<u>Vendor Name</u>		<u>Total</u>
GOODWIN TUCKER GROUP	REPAIRS/MAINT	624.85
HAWKEYE FOODSERVICE	SUPPLIES	14,296.63
INTERSTATE BRANDS CORP.	BREAD	900.49
JOE'S RESTAURANT EQUIPMENT LLC	SERVICE	97.90
KIDSVILLE	REIMBURSEMENT	437.50
OFFICE TOWNE, INC.	SUPPLIES	232.97
PRAIRIE FARMS DAIRY INC	DAIRY	5,525.03
STONE CITY DISTRIBUTION	SUPPLIES	1,108.80
WALMART COMMUNITY	SUPPLIES	19.88
WORDWARE, INC.	SRV	1,734.00
Vendors Listed:	10	Total: 24,978.05

Fund: 91 AGENCY POP FUND

<u>Vendor Name</u>		<u>Total</u>
BLAND'S FLOWER SHOP INC	FLOWERS	33.00
HAUSERS WATER SYSTEM	SUPPLIES	32.00
Vendors Listed:	2	Total: <u>65.00</u>

<u>Vendor Name</u>	<u>Vendor Description</u>	
<u>Checking</u>		1
Checking Account: 1	Fund: 10	OPERATING FUND
ACCENT LASER SERVICES	SUPPLIES	
	Vendor Total:	129.90
ADVANCED SYSTEMS INC	SUPPLIES	
	Vendor Total:	76.18
AHLERS AND COONEY, P.C.	SERVICES	
	Vendor Total:	1,185.00
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	
	Vendor Total:	60,850.00
BILL'S PIZZA & SMOKEHOUSE	SUPPLIES	
	Vendor Total:	38.00
BJORHEIM, LISA	REIMBURSEMENT	
	Vendor Total:	20.00
BUSINESS SYSTEMS INC.	SUPPLIES	
	Vendor Total:	275.33
CASEY'S GENERAL STORES INC	GAS	
	Vendor Total:	381.86
CDW GOVERNMENT LLC	SUP/EQUIP	
	Vendor Total:	9,714.00
CITY LAUNDERING CO	SERVICE	
	Vendor Total:	51.19
CONSOLIDATED ENERGY CO/HARTLAND FUEL	DIESEL	
	Vendor Total:	9,651.90
DHS CASHIER 1ST FLOOR	MEDICAID	
	Vendor Total:	5,858.04
DON'S TRUCK SALES INC	SERVICE	
	Vendor Total:	1,268.21
DOORS INC.	IMP/SUP	
	Vendor Total:	163.30
DUNLAP MOTORS INC	SUP/SRV	
	Vendor Total:	89.56
ESCHEN TARPY NAPA	SUPPLIES	
	Vendor Total:	360.06
ETA/CUISENAIRE	SUPPLIES	
	Vendor Total:	806.29
EXCEPTIONAL PERSONS, INC	SERVICE	
	Vendor Total:	67.97
FAREWAY STORES INC	SUPPLIES	
	Vendor Total:	230.52
FLINN SCIENTIFIC INC	SUPPLIES	
	Vendor Total:	568.21
FOLLETT LIBRARY RESOURCES	SUPPLIES	
	Vendor Total:	1,812.22
FOUR OAKS-RESIDENTAL	INSTRUCTION	
	Vendor Total:	13,234.58
FUTURE HORIZONS, INC	SUP/SRV	
	Vendor Total:	35.95
GAGE EXTERMINATING	SERVICES	
	Vendor Total:	115.00
HARRISON TRUCK CENTERS	PARTS/REPAIR	

<u>Vendor Name</u>	<u>Vendor Description</u>		
		Vendor Total:	334.41
HAUSERS WATER SYSTEM	SUPPLIES		
		Vendor Total:	32.00
HAWKEYE INTERNATIONAL TRUCKS INC	REPAIRS		
		Vendor Total:	1,350.13
HEARTLAND PAPER COMPANY	SUP/EQUIPMENT		
		Vendor Total:	129.72
HERFF JONES	SUPPLIES		
		Vendor Total:	2,025.50
HIGGINS, VINCE	REIMBURSEMENT		
		Vendor Total:	120.00
HOWLETT, ROBERT	SRV		
		Vendor Total:	500.00
I.C.S. ACTIVITY FUND	REIMBURSEMENT		
		Vendor Total:	15,810.00
I.C.S. NUTRITION FUND	SUPPLIES		
		Vendor Total:	117.66
IASB	DUES/FEES		
		Vendor Total:	105.00
IKON OFFICE SOLUTIONS	SUP/LEASE		
		Vendor Total:	9,519.00
IMMANUEL LUTHERAN PRESCHOOL	REIMBURSEMENT		
		Vendor Total:	4,520.62
INDEPENDENCE CHAMBER OF COMMERCE	DUES/FEES		
		Vendor Total:	309.00
INDEPENDENCE LIGHT & POWER	UTILITIES		
		Vendor Total:	17,116.77
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SRV/EQUIP		
		Vendor Total:	85.00
IOWA FUTURE PROBLEM SOLVING PROGRAM	REG/SUP/SRV		
		Vendor Total:	290.00
IOWA HIGH SCHOOL SPEECH ASSOC.	DUES/FEES/SUP		
		Vendor Total:	66.00
IOWA SCHOOLS BUILDING & GROUNDS ASSOC.	DUES		
		Vendor Total:	100.00
ITEC	SUP/SRV		
		Vendor Total:	150.00
JAYMAR BUSINESS FORMS INC	SUPPLIES		
		Vendor Total:	543.26
JOHN DEERE FINANCIAL	SUP/SRV/EQUIP		
		Vendor Total:	853.30
JW PEPPER & SON, INC.	SUPPLIES		
		Vendor Total:	154.99
KEBER, RACHEL	MILEAGE		
		Vendor Total:	28.22
KEPHART'S MUSIC CENTER INC	SUP/SRV		
		Vendor Total:	305.00
KIDSVILLE	REIMBURSEMENT		
		Vendor Total:	3,771.75
KWIK TRIP/KWIK STAR STORES	GASOLINE		

<u>Vendor Name</u>	<u>Vendor Description</u>		
		Vendor Total:	1,830.87
LUCKY 10 LANES	SERVICES		
		Vendor Total:	2,604.00
MAIERS EDUCATIONAL SERVICES INC.	SERVICE		
		Vendor Total:	2,346.00
MARTIN BROS DIST CO	SUPPLIES		
		Vendor Total:	165.35
MAXIMOVICH, VALERIE	REIMBURSEMENT		
		Vendor Total:	4.74
MCCALL'S PATTERN CO, THE	SUPPLIES		
		Vendor Total:	17.10
MENTORING MINDS, LP	SUPPLIES		
		Vendor Total:	825.10
MIDAMERICAN ENERGY CO.	NATURAL GAS		
		Vendor Total:	6,340.91
NCS PEARSON INCORPORATED	SERVICE		
		Vendor Total:	2,000.00
OELWEIN PUBLISHING COMPANY	ADS/LEGALS		
		Vendor Total:	957.44
OFFICE DEPOT, INC	SUPPLIES		
		Vendor Total:	561.09
OFFICE TOWNE, INC.	SUPPLIES		
		Vendor Total:	885.85
ORIENTAL TRADING CO	SUPPLIES		
		Vendor Total:	62.50
PAETEC	UTILITIES		
		Vendor Total:	1,187.18
PCI EDUCATIONAL PUBLISHING	SUPPLIES		
		Vendor Total:	32.95
PITNEY BOWES	LEASE		
		Vendor Total:	107.00
PITNEY BOWES INC	SUPPLIES		
		Vendor Total:	171.67
PIZZA RANCH	SUPPLIES		
		Vendor Total:	86.00
PLUMB SUPPLY COMPANY	IMPROVEMENT		
		Vendor Total:	633.85
POSTMASTER-INDEE	POSTAGE		
		Vendor Total:	190.00
PRINT EXPRESS-MILLER PRINTERIE	SERVICES		
		Vendor Total:	42.00
PUSH PEDAL PULL	EQUIPMENT		
		Vendor Total:	5,500.00
REINKOESTER, CASEY	MILEAGE		
		Vendor Total:	33.12
RITE PRICE OFFICE SUPPLY INC	SUPPLIES		
		Vendor Total:	269.47
SIGNS AND MORE	SUPPLIES		
		Vendor Total:	178.99
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT		
		Vendor Total:	5,116.23

<u>Vendor Name</u>	<u>Vendor Description</u>		
STARLIGHT CINEMA LLC	SERVICE	Vendor Total:	200.00
STL ASSOCIATES	REG FEE	Vendor Total:	800.00
SUPERIOR CLEANING SERVICES LTD	SERVICE	Vendor Total:	2,996.93
TIMBERLINE BILLING SERVICES LLC	SERVICES	Vendor Total:	543.10
TRANS-MISSISSIPPI BIOLOGICAL SUPPLY	SUPPLIES	Vendor Total:	140.79
U.S. CELLULAR	TELEPHONE	Vendor Total:	600.47
UNIVERSITY OF NORTHERN IOWA	SERVICES	Vendor Total:	20.00
VERN'S TRUE VALUE	SUPPLIES	Vendor Total:	6.79
VISA CARD SERVICES	SUPPLIES	Vendor Total:	978.73
WALMART COMMUNITY	SUPPLIES	Vendor Total:	363.28
WASTE MANAGEMENT OF WI-MN	SERVICE	Vendor Total:	2,012.19
WEBER PAPER COMPANY	SUPPLIES	Vendor Total:	112.43
WEST MUSIC CO INC	SUP/SRV/EQUIP	Vendor Total:	77.00
WIELAND & SONS LUMBER INC	SUPPLIES	Vendor Total:	217.00
ZIESER, RHONDA	REIMBURSEMENT	Vendor Total:	105.60
		Fund Total:	206,644.32
Checking Account: 1	Fund: 22 MANAGEMENT FUND		
AUL	EMPLOYEE INVESTMENTS	Vendor Total:	467.44
		Fund Total:	467.44
		Checking Account Total:	207,111.76
Checking 2			
Checking Account: 2	Fund: 61 SCHOOL NUTRITION FUND		
FAREWAY STORES INC	SUPPLIES	Vendor Total:	9.95
HAWKEYE FOODSERVICE	SUPPLIES	Vendor Total:	14,841.42
INTERSTATE BRANDS CORP.	BREAD	Vendor Total:	1,350.51
JAYMAR BUSINESS FORMS INC	SUPPLIES	Vendor Total:	148.00
KECK INC	SUPPLIES	Vendor Total:	3,915.23
MYERS-COX CO	SUPPLIES	Vendor Total:	595.73
OFFICE TOWNE, INC.	SUPPLIES		

<u>Vendor Name</u>	<u>Vendor Description</u>		
		Vendor Total:	45.00
PRAIRIE FARMS DAIRY INC	DAIRY		
		Vendor Total:	6,534.25
STONE CITY DISTRIBUTION	SUPPLIES		
		Vendor Total:	604.80
VISA CARD SERVICES	SUPPLIES		
		Vendor Total:	45.00
WALMART COMMUNITY	SUPPLIES		
		Vendor Total:	178.40
		Fund Total:	28,268.29
		Checking Account Total:	28,268.29

Checking

3

Checking Account: 3 Fund: 21 STUDENT ACTIVITY FUND

AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV		
		Vendor Total:	88.00
ASPI SOLUTIONS INC	SUPPLIES		
		Vendor Total:	200.00
BARLOON, KATHLEEN	REIMBURSEMENT		
		Vendor Total:	177.98
CAWLEY, DAN	OFFICIAL		
		Vendor Total:	95.00
CDP FUNDRAISING	SUP/SRV		
		Vendor Total:	61.60
COSTUME WORLD THEATRICAL	SUPPLIES		
		Vendor Total:	779.00
DAYS INN AMES	LODGING		
		Vendor Total:	256.77
EASTBAY-DEPT 5374	SUPPLIES		
		Vendor Total:	665.00
EDGEWATER GOLF COURSE	SUPPLIES		
		Vendor Total:	750.00
IOWA BANDMASTERS ASSOCIATION	SUPPLIES		
		Vendor Total:	47.90
IOWA HIGH SCHOOL MUSIC ASSOC	DUES/FEES		
		Vendor Total:	278.80
IOWA HIGH SCHOOL SPEECH ASSOC.	DUES/FEES/SUP		
		Vendor Total:	35.00
IOWA HS GOLF COACHES ASSOCIATION	FEES		
		Vendor Total:	45.00
JOSTENS INC	SUPPLIES		
		Vendor Total:	4,500.00
KAPANKA, GERRY	OFFICIAL		
		Vendor Total:	95.00
LAJAMES INTERNATIONAL COLLEGE	SRV/SUP		
		Vendor Total:	318.41
LUTHER COLLEGE	SRV/FEES		
		Vendor Total:	1,220.00
LYNCH, JACK	OFFICIAL		
		Vendor Total:	250.00
MAXIMOVICH, VALERIE	REIMBURSEMENT		
		Vendor Total:	628.67

<u>Vendor Name</u>	<u>Vendor Description</u>		
OELWEIN HIGH SCHOOL	REG/SUP/SRV	Vendor Total:	34.06
PIZZA RANCH	SUPPLIES	Vendor Total:	154.98
PUTZ, DANIEL	REIMBURSEMENT	Vendor Total:	213.00
SIGNS AND MORE	SUPPLIES	Vendor Total:	739.00
STUMPS	SUPPLIES	Vendor Total:	1,232.86
SUPER 8 MOTEL	LODGING	Vendor Total:	550.00
TROTT TROPHIES	SUPPLIES	Vendor Total:	1,393.30
VISA CARD SERVICES	SUPPLIES	Vendor Total:	819.46
WALMART COMMUNITY	SUPPLIES	Vendor Total:	69.25
WATERLOO COMMUNITY PLAYHOUSE	SUPPLIES	Vendor Total:	50.00
WULF, DOUG	OFFICIAL	Vendor Total:	95.00
		Fund Total:	15,843.04
Checking Account: 3	Fund: 91 AGENCY POP FUND		
BLAND'S FLOWER SHOP INC	FLOWERS	Vendor Total:	41.00
HAUSERS WATER SYSTEM	SUPPLIES	Vendor Total:	21.00
		Fund Total:	62.00
		Checking Account Total:	15,905.04
Checking 4			
Checking Account: 4	Fund: 33 LOCAL OPTION SALES AND SERVICES TAX		
CONSOLIDATED ENERGY CO/HARTLAND FUEL	DIESEL	Vendor Total:	7,542.59
HENDERSON SNOW REMOVAL	SNOW REMOVAL/EQUIP	Vendor Total:	1,500.00
HSR ASSOCIATES INC	SERVICES	Vendor Total:	95,000.00
MILLER QUARRY	IMPROVEMENT	Vendor Total:	655.11
PIPER JAFFRAY & CO.	SERVICE	Vendor Total:	22,500.00
TERRACON CONSULTANTS, INC.	SRV	Vendor Total:	15,000.00
		Fund Total:	142,197.70
Checking Account: 4	Fund: 36 PHYSICAL PLANT & EQUIPMENT		
ELECTRICAL ENGINEERING & EQUIP	SUPPLIES	Vendor Total:	967.78
		Fund Total:	967.78
		Checking Account Total:	143,165.48

Independence Community School District
04/11/2012 01:25 PM

Expenditure Report by Facility/Object w/gaap
Regular; Processing Month 03/2012; Fund 10

Code	Account Description	Budget	FYTD Net GAAP	% of Budget	Balance at Budget
#					
10	OPERATING FUND				
100	Salaries	\$453,615.97	\$306,489.47	67.57%	\$147,126.50
200	Benefits	\$147,818.36	\$94,712.05	64.07%	\$53,106.31
300	Purchased Prof/Tech Svcs	\$100,501.75	\$76,352.87	75.97%	\$24,148.88
400	Purchased Property Svcs	\$45,449.26	\$30,731.57	67.62%	\$14,717.69
500	Other Purchased Svcs	\$726,103.11	\$424,050.54	58.40%	\$302,052.57
600	Supplies	\$35,000.00	\$34,915.36	99.76%	\$ 84.64
700	Property	\$91,292.77	\$80,239.25	87.89%	\$11,053.52
800	Debt Services	\$2,100.00	\$2,088.99	99.48%	\$ 11.01
900	AEA Flow-Through	\$644,080.28	\$644,080.28	100.00%	\$ 0.00
0000	DISTRICTWIDE	\$2,245,961.50	\$1,693,660.38	75.41%	\$552,301.12
100	Salaries	\$268,804.67	\$176,354.08	65.61%	\$92,450.59
200	Benefits	\$45,670.89	\$38,696.90	84.73%	\$ 6,973.99
300	Purchased Prof/Tech Svcs	\$4,700.00	\$4,667.00	99.30%	\$ 33.00
400	Purchased Property Svcs	\$35,500.00	\$35,147.59	99.01%	\$ 352.41
500	Other Purchased Svcs	\$2,890.02	\$1,713.61	59.29%	\$ 1,176.41
600	Supplies	\$76,218.36	\$75,973.46	99.68%	\$ 244.90
700	Property	\$1,412.76	\$685.15	48.50%	\$ 727.61
0010	BUS GARAGE	\$435,196.70	\$333,237.79	76.57%	\$101,958.91
100	Salaries	\$43,261.50	\$32,446.08	75.00%	\$10,815.42
200	Benefits	\$6,861.24	\$5,146.17	75.00%	\$ 1,715.07
300	Purchased Prof/Tech Svcs	\$14,101.72	\$2,664.80	18.90%	\$11,436.92
500	Other Purchased Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
600	Supplies	\$9,595.28	\$9,163.51	95.50%	\$ 431.77
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
0011	CURRICULUM	\$73,819.74	\$49,420.56	66.95%	\$24,399.18
100	Salaries	\$110,723.00	\$83,042.19	75.00%	\$27,680.81
200	Benefits	\$24,131.64	\$18,099.45	75.00%	\$ 6,032.19
300	Purchased Prof/Tech Svcs	\$33,000.00	\$32,836.44	99.50%	\$ 163.56
400	Purchased Property Svcs	\$587.47	\$0.00	0.00%	\$ 587.47
500	Other Purchased Svcs	\$2,883.65	\$2,433.64	84.39%	\$ 450.01
600	Supplies	\$45,396.94	\$42,058.10	92.65%	\$ 3,338.84
700	Property	\$5,410.47	\$5,285.97	97.70%	\$ 124.50
0012	TECHNOLOGY	\$222,133.17	\$183,755.79	82.72%	\$38,377.38
100	Salaries	\$25,900.00	\$21,040.79	81.24%	\$ 4,859.21
200	Benefits	\$5,500.00	\$5,485.19	99.73%	\$ 14.81
400	Purchased Property Svcs	\$13,318.18	\$11,567.23	86.85%	\$ 1,750.95
600	Supplies	\$70,000.00	\$67,114.89	95.88%	\$ 2,885.11
700	Property	\$406.00	\$379.00	93.35%	\$ 27.00
0019	DISTRICT GROUNDS	\$115,124.18	\$105,587.10	91.72%	\$ 9,537.08
100	Salaries	\$306,148.00	\$239,277.63	78.16%	\$66,870.37
200	Benefits	\$75,216.27	\$52,342.75	69.59%	\$22,873.52
300	Purchased Prof/Tech Svcs	\$75,466.02	\$34,575.34	45.82%	\$40,890.68
400	Purchased Property Svcs	\$12,100.79	\$6,294.06	52.01%	\$ 5,806.73
500	Other Purchased Svcs	\$31,017.34	\$22,032.44	71.03%	\$ 8,984.90
600	Supplies	\$22,294.32	\$17,837.32	80.01%	\$ 4,457.00
700	Property	\$400.00	\$399.95	99.99%	\$ 0.05
800	Debt Services	\$1,745.95	\$776.70	44.49%	\$ 969.25
0090	ADMINISTRATION	\$524,388.69	\$373,536.19	71.23%	\$150,852.50
100	Salaries	\$164,835.14	\$118,136.01	71.67%	\$46,699.13
200	Benefits	\$70,440.70	\$39,342.00	55.85%	\$31,098.70
300	Purchased Prof/Tech Svcs	\$10,217.93	\$7,937.39	77.68%	\$ 2,280.54
400	Purchased Property Svcs	\$3,399.87	\$3,243.58	95.40%	\$ 156.29
500	Other Purchased Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
600	Supplies	\$18,250.00	\$18,215.26	99.81%	\$ 34.74
700	Property	\$2,100.00	\$2,056.96	97.95%	\$ 43.04
800	Debt Services	\$0.00	\$0.00	0.00%	\$ 0.00
1110	ECSE CENTER	\$269,243.64	\$188,931.20	70.17%	\$80,312.44

300	Purchased Prof/Tech Svcs	\$72,620.00	\$24,303.38	33.47%	\$48,316.62
400	Purchased Property Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
500	Other Purchased Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
600	Supplies	\$4,275.00	\$3,132.09	73.27%	\$ 1,142.91
700	Property	\$13,400.00	\$13,044.63	97.35%	\$ 355.37
1120	KIDSVILLE PRE-SCHOOL GRANT	\$90,295.00	\$40,480.10	44.83%	\$49,814.90
300	Purchased Prof/Tech Svcs	\$76,066.00	\$31,440.10	41.33%	\$44,625.90
500	Other Purchased Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
600	Supplies	\$3,625.00	\$2,743.23	75.68%	\$ 881.77
700	Property	\$14,300.00	\$14,181.14	99.17%	\$ 118.86
1130	ST. JOHNS PRE-SCHOOL GRANT	\$93,991.00	\$48,364.47	51.46%	\$45,626.53
300	Purchased Prof/Tech Svcs	\$49,837.00	\$27,288.21	54.75%	\$22,548.79
500	Other Purchased Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
600	Supplies	\$2,625.00	\$2,165.31	82.49%	\$ 459.69
700	Property	\$12,525.00	\$12,171.28	97.18%	\$ 353.72
1140	WEE CARE PRE-SCHOOL GRANT	\$64,987.00	\$41,624.80	64.05%	\$23,362.20
100	Salaries	\$46,467.30	\$27,770.19	59.76%	\$18,697.11
200	Benefits	\$14,290.83	\$8,627.19	60.37%	\$ 5,663.64
300	Purchased Prof/Tech Svcs	\$653.21	\$616.05	94.31%	\$ 37.16
500	Other Purchased Svcs	\$35.60	\$21.12	59.33%	\$ 14.48
600	Supplies	\$6,521.76	\$6,349.23	97.35%	\$ 172.53
700	Property	\$2000.00	\$1,845.20	0.00%	\$ 154.80
1150	INDEE PRE-SCHOOL GRANT	\$69,968.70	\$45,228.98	64.64%	\$24,739.72
100	Salaries	\$1,370,652.08	\$837,659.33	61.11%	\$532,992.75
200	Benefits	\$548,258.59	\$261,053.20	47.61%	\$287,205.39
300	Purchased Prof/Tech Svcs	\$15,966.03	\$12,476.08	78.14%	\$ 3,489.95
400	Purchased Property Svcs	\$12,030.55	\$7,768.02	64.57%	\$ 4,262.53
500	Other Purchased Svcs	\$30,332.97	\$27,242.24	89.81%	\$ 3,090.73
600	Supplies	\$77,153.44	\$53,877.02	69.83%	\$23,276.42
700	Property	\$3,121.99	\$3,049.00	97.66%	\$ 72.99
1418	EAST ELEMENTARY	\$2,057,515.65	\$1,203,124.89	58.47%	\$854,390.76
100	Salaries	\$1,794,721.43	\$1,080,445.96	60.20%	\$714,275.47
200	Benefits	\$594,699.05	\$351,648.80	59.13%	\$243,050.25
300	Purchased Prof/Tech Svcs	\$21,775.47	\$21,676.50	99.55%	\$ 98.97
400	Purchased Property Svcs	\$15,645.21	\$7,858.19	50.23%	\$ 7,787.02
500	Other Purchased Svcs	\$167,825.48	\$54,284.58	32.35%	\$113,540.90
600	Supplies	\$119,640.38	\$89,640.99	74.93%	\$29,999.39
700	Property	\$15,215.92	\$8,421.16	55.34%	\$ 6,794.76
800	Debt Services	\$303.85	\$50.00	16.46%	\$ 253.85
1427	WEST ELEMENTARY	\$2,729,826.79	\$1,614,026.18	59.13%	\$1,115,800.61
100	Salaries	\$833,016.66	\$495,230.35	59.45%	\$337,786.31
200	Benefits	\$290,257.00	\$173,252.97	59.69%	\$117,004.03
300	Purchased Prof/Tech Svcs	\$482.19	\$350.00	72.59%	\$ 132.19
400	Purchased Property Svcs	\$321.65	\$0.00	0.00%	\$ 321.65
500	Other Purchased Svcs	\$124,618.47	\$18,393.05	14.76%	\$106,225.42
600	Supplies	\$31,406.51	\$8,875.77	28.26%	\$22,530.74
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
800	Debt Services	\$483.00	\$483.00	100.00%	\$ 0.00
2209	MIDDLE SCHOOL	\$1,280,585.48	\$696,585.14	54.40%	\$584,000.34
100	Salaries	\$2,459,348.27	\$1,493,400.33	60.72%	\$965,947.94
200	Benefits	\$760,372.67	\$449,056.42	59.06%	\$311,316.25
300	Purchased Prof/Tech Svcs	\$5,000.00	\$4,925.97	98.52%	\$ 74.03
400	Purchased Property Svcs	\$34,528.39	\$27,750.54	80.37%	\$ 6,777.85
500	Other Purchased Svcs	\$193,266.60	\$49,216.02	25.47%	\$144,050.58
600	Supplies	\$196,063.05	\$135,467.75	69.09%	\$60,595.30
700	Property	\$14,574.64	\$10,730.25	73.62%	\$ 3,844.39
800	Debt Services	\$5,567.15	\$4,891.00	87.85%	\$ 676.15
3109	HIGH SCHOOL	\$3,668,720.77	\$2,175,438.28	59.30%	\$1,493,282.49
100	Salaries	\$3,500.00	\$2,625.03	75.00%	\$ 874.97
200	Benefits	\$550.56	\$374.93	68.10%	\$ 175.63
300	Purchased Prof/Tech Svcs	\$20,710.70	\$18,385.00	88.77%	\$ 2,325.70
400	Purchased Property Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
500	Other Purchased Svcs	\$377,569.83	\$111,182.77	29.45%	\$266,387.06
600	Supplies	\$0.00	\$0.00	0.00%	\$ 0.00
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
3209	FOUR OAKS AT MHI	\$402,331.09	\$132,567.73	32.95%	\$269,763.36

100	Salaries		\$2,894.80	0.00%	-\$ 2,894.80
200	Benefits		\$235.96	0.00%	-\$ 235.96
3299	SCHOOL ACTIVITIES		\$3,130.76	0.00%	-\$ 3,130.76
100	Salaries	\$123,912.54	\$73,212.37	59.08%	\$50,700.17
200	Benefits	\$48,741.15	\$29,254.50	60.02%	\$19,486.65
300	Purchased Prof/Tech Svcs	\$231.75	\$75.00	32.36%	\$ 156.75
400	Purchased Property Svcs	\$222.70	\$271.72	122.01%	-\$ 49.02
500	Other Purchased Svcs	\$555.32	\$0.00	0.00%	\$ 555.32
600	Supplies	\$1,073.08	\$171.92	16.02%	\$ 901.16
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
3309	SUCCESS CENTER	\$174,736.54	\$102,985.51	58.94%	\$71,751.03
10	OPERATING FUND	\$14,518,825.64	\$9,031,685.85	62.21%	\$5,487,139.79

Board Report for April

Jennifer Sornson, Junior/Senior High School Principal

The Spring Musical Beauty and the Beast was incredible. The cast was outstanding. Ticket sales were the largest ever. Tremendous job by cast, crew, and directors!!!

1 to 1 laptop initiative

Nine staff members from the Jr.-Sr. High will be attending the state 1 to 1 conference in Des Moines on April 11. Teachers have been given specific things to look for and to have items to share with all staff when they return.

NWEA-Map testing will begin towards the end of April. 7th and 8th graders will test first following by 9th, 10th, and 11th graders. This should be great data. We tested the 9th, 10th, and 11th graders for the first time last fall. Now we should have data to see their progress for the school year.

Iowa Assessment data should be available soon. The entire staff will be analyzing the data in May.

4th Term Parent-Teacher Conferences will be held April 19 from 3:30-7:30.

Prom is coming up April 21. Grand March at West Elementary, Dance at Heartland Acres, Post Prom at the Henderson Event Center. This is always a great event; the credit goes to the student council and their sponsor, Amanda Sedlacek.

Advisor groups for Senior High

Plans for advisor groups for the 2012-2013 school year are progressing. Each grade has been divided into 7 groups. This was done by random draw. Those 7 teachers then met to review the lists. A few changes were made. Grade level groups made suggestions for planning. Michelle Dinger, Marcia Kreutner, Michael Doyle, and Bret Adams are willing to work this summer to plan all the activities for next year.

State Jazz Band Contest will take place on April 10. Expectations are high as we finished 2nd last year.

Last day for seniors will be May 22. Graduation rehearsal will be May 24. Commencement ceremony will be May 27 at 2:00.

April Junior High Board Report by Rob Arnold

We are eagerly awaiting our results from the Iowa Assessments to gauge the changes we made this year and the impact they had on our reading scores. We hope to have those results by the end of the month. We will then meet with each student to discuss their individual results and develop goals for moving forward. We will also meet as a Junior High Staff to discuss our results as a system and make recommendations for improvement. Our staff will also be administering the Spring NWEA Tests on April 16th through April 24th. This will also provide us another piece of data to examine to show growth through out the year. We are looking forward to examining that data and looking ways to continually improve.

The Junior High also conducted our Community Clean Up Activity on April 2. Special thanks to Greg Moen who organized the event lining up transportation for 180 Junior High Students as well as assigning the parks and locations for our students to help clean up. I also want that thank the Junior High Staff who accompanied our students. They did an excellent job of teaching the value of community service. Due to the easy winter we had, the locations were not as messy as they had been in the past but the students and staff did an excellent job of picking up litter and debris as each location. The parks and locations look great and the lessons of volunteerism and community service are life long lessons that we value in our students.

The Junior High has also implemented a homework room for our students to have issues getting their work done on time. The homework room is open during 7th and 8th grade advisor. To be placed in the homework room a student has to be recommended by a teacher and has to have at least 2 late assignments. The purpose of this is to provide a student an opportunity to stay current with assignments so that they are able to grasp the material before the test. We are looking to be more proactive with out students before a GLE so that the students are successful at grasping the content during the instructional cycle.

Report to the Board of Education
West Elementary
April 16, 2012

Cooking with the Hy Vee Chef

Our second group of 17 students worked with a chef from Hy Vee after school on April 2nd and then served a meal to 2 guests that evening at our "Learning Café." We will continue our partnership with Hy Vee into next year.

Summer Enrichment Camp

Registrations are already coming in. We have 26 registered for June and 15 for July.

Student Fundraisers

Two students initiated fundraisers last month. Will Whited wanted to help struggling families by contributing food to our local food pantry. We designated 2 weeks in March and we collected 342.2 pounds of canned goods and other food items for our Buchanan County Food Pantry. This was the second time we donated to the Food Pantry this year for a total of about 1000 pounds.

Carson Fry challenged every classroom to participate in a "Penny War" to collect money for the local animal shelter. Our building raised \$1350.38 in just one week!

Both boys were honored at a recent assembly.

Future Problem Solvers

The 6th Grade Future Problem Solving Team placed first in their division at regional competition. They will compete at the Future Problem Solving State Bowl this month. The team includes: Alma Cashen, Kelsey Gruber, Karlie Michael, and Jayeden Rice.

McTeacher's Night

Several West teachers participated in McTeacher's Night at the Independence McDonalds. We received 20% of all sales during the time that we were working totally \$576! We plan to use the money to make improvements to our playground.

Kids of Character

Students recognized at an assembly earlier this month for the Caring Pillar include 3rd graders-Jace O'Brien, Annastacia Kingery, Makenzie Schroeder, Kennedy Lamphier, Loudon Greenwood and Danielle Thomas; 4th graders-Faith Janaszak, Hannah Anderson, Sophie Wolf, Connor Music, and Ethan Briggs; 5th graders-Reid Lewin, Mercedes Thomas, Sophie Michael, Sydney Naylor, and Tyler Reeder; 6th graders-Sam Turner, Alex Coberly, Megan Smith, McKenna Wilson, and Sydney Ohrt.

PTO Carnival

The carnival was a great success! We had lots of support from the communities and staff providing donations of time, money, and gifts. It was a great turnout. We greatly appreciate all that the PTO does for us!

Sandy Merritt

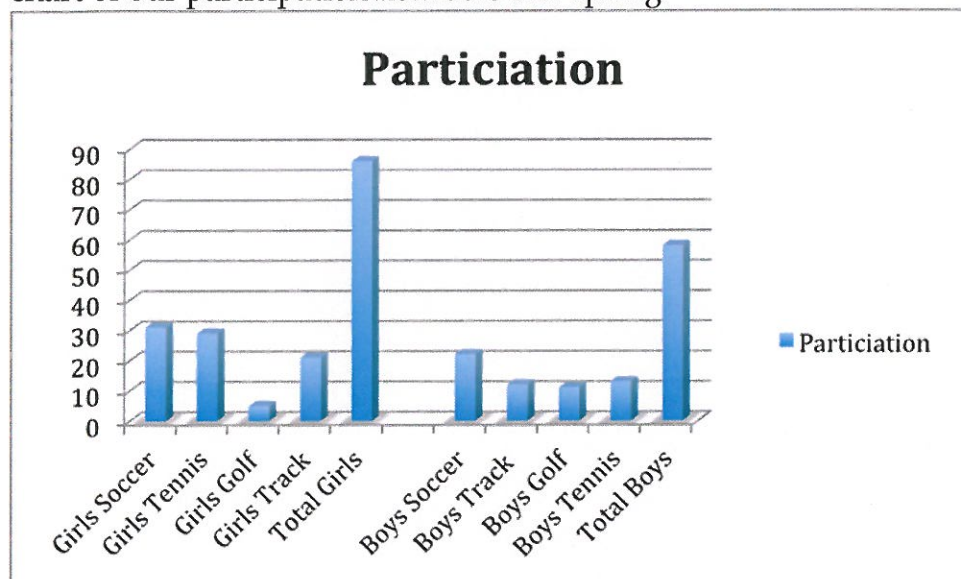
4/16/12 School Board Meeting
East/ECC Principal's Report
Mary Jean Blaisdell

1. April Inservice
 - a. April 4: Response to Intervention
 - b. April 18: Technology Integration with Angela Maeirs
2. Class Size update for 2012-13
 - a. 87-90 - K
 - b. 101 - 1st
 - c. 85 - 2nd
3. Four Year Old Preschool update
 - a. Enrollment for 12-13: getting there!
4. Spring Assessment
 - a. Begins April 30
5. Spring Events
 - a. May 11th – Fitness Day
 - b. May 23th – STARS Assembly
 - c. May 24th - Last Day/Mileage Club Assembly
6. Summer School
 - a. Will hold for both EYSE students and also 2nd to 3rd grade At Risk
 - b. Will hold at ECC

April Activities Report by Rob Arnold

We are fully underway with our spring sports. We have 4 boys teams and 4 girls teams competing this spring. The weather has been outstanding and we look for continued success for our athletes this spring.

Spring has provided a great surge in our student participation numbers. Below is a chart of our participation numbers this spring.



As you can see we have over 146 student athletes participating this spring. This is an awesome testament to the importance of activities. This does not include our student athletes who are also involved in the fine arts. The spring is a great opportunity for our students to be involved and a part of something. As you can see by our numbers, we have many who are taking full advantage of the opportunities we provide.

I feel the key to building successful programs begins with getting student athletes out for as many sports as possible. For us to continue to develop quality programs we do not want our athletes to specialize. I'm excited looking at these numbers because it shows that our athletes are competing in the spring instead of specializing in their other sports. They continue to work on those other sports outside of the time they are committing to Mustang Athletics and that is good for everyone involved.

With spring sports fully underway we have had some challenges this spring. There have been many schedules that have had to be adjusted this spring due to other schools number of participants or conflicts between our WaMac Schedules and the NonConference dates that we had scheduled. It is important to check www.wamacconference.org website for the most current and up-to-date schedules we have. We will work to avoid the many changes in the spring for next year however there will always be challenges as school work to keep interest in all their spring programs.

Fundraising Report

West Elementary Book Club	Raise money to purchase books for club	After school Snacks	Year Long
West El.	Classroom Activities and Field Trips	Box Tops	Year Long
West El.	Classroom Activities and Field Trips	Milk Moola	Year Long
West El.	Field Trips	QSP magazine names	February
West	Percent of Spring Pictures	Parents choose pict. Group	May-12

<u>Organization</u>	<u>Purpose</u>	<u>Items Sold</u>	<u>Dates</u>
Student Council	Winter Dance	Tickets	2/20-2/25

* New Fundraising requests for this month are in Bold.

Report to the Board of Education
Curriculum and School Improvement
April 16, 2012

March SIAC Meeting

The guidance department gave an overview of their curriculum. The council is reviewing it and will consider adopting it at our April meeting.

Members of the district Respect and Protect committee shared information about this program. The committee will review the data from this year's survey and then suggest goals for next year at the April meeting.

The Math SAC brought a recommendation to delete GLE MA.05.02 "Students will gather and analyze data to determine patterns, make predictions, and calculate mean, median, and mode." This was suggested due to the fact that students are gathering and analyzing data throughout the year in multiple content areas. They are also routinely monitoring their own progress in math and reading. Graphing data has become part of the routine in 5th grade. A separate graphing/data analysis GLE is not necessary. The committee agreed and approved the proposal. It is coming to the board for its approval this month.

Iowa Common Core

Subject Area Committee (SAC) Work

Math- The team determined criteria to look at when reviewing textbook resources. They will be comparing concepts covered in the textbook to Iowa Common Core essential skills and concepts at each grade level. It was decided that there must be 80% alignment to Iowa Common Core to be considered for adoption. Sample materials have arrived from 2 companies and the correlation has begun. We will have presentations from these companies in May for K-6th grade. Junior High teachers have decided that they would like to look for digital resources.

Iowa Curriculum Alignment Tool (I-CAT)

We are using a state developed tool to record our work in aligning our curriculums and implementation of Iowa Common Core. Teachers marked concepts that they have taught using the online tool in March. They will update their data at the end of the year. This not only provides our documentation for the state but also provides an opportunity for teachers to review what the Iowa Common Core requires.

Measures of Academic Progress (MAP) Testing

All buildings will begin MAP testing within the next few weeks. This is our second district assessment and provides us information on student growth from fall to spring. It is an electronic assessment. I will share data at an upcoming board meeting when results are available.

End of Year Celebration

We have begun discussion of our end of the year celebration to be held during lunch on the last day of school. Volunteers will grill hot dogs at each building for students, their families, staff, and community members. We are hoping some board members would like to help

with the grilling. We will have ice cream and some entertainment at the elementary buildings. This will follow the annual track and field day at the elementary buildings.

Special Education Audit

We have learned that the state audit of our district Individual Education Plan (IEP) has been moved up a year and will occur next year instead of 2013-14 as we had previously thought. Special education teachers and our AEA building representatives will review district IEPs to ensure that they are compliant with state mandates. We have to be 100% in all areas. We have been working on specific areas and have a plan that will ensure compliance next January.

Sandy Merritt



Independence

Community School District

Office of Stephen Noyes
Technology Director

April 16, 2012

It is great to have a four-day weekend in April. We are now ready to finish strong in the home stretch.

With spring, NWEA testing has starting at West and will move to JSH later in April. NWEA is always busy, but setup was much easier this time. Both Ryan and I will be available to help West start this week.

Registration for the Iowa 1:1 is completely full. Independence is able to send 19 staff to Des Moines for the conference. We will be sending different people from last year. All of the 1:1 schools in Iowa will be presenting. The conference provides great opportunity to ask questions of districts and help prioritize our goals and plan. There is variety in the implementation of district 1:1 initiatives. The conference date was 4/13/2012.

Our new On-line Registration is progressing. The company has the first round of documents and is converting them to a digital format. The online registration will be a huge benefit to have all registration materials available electronically for sorting and reporting requirements.

We have started to make summer plans for classroom technology upgrades. We hope to move some LCD's and Mimio's around the rooms to better utilize the equipment. We are concentrating on East and West since we will be moving out of JSH next year.

There is only a couple of associate training sessions left for the year. We will be working with pictures on April 18 and video on May 2. The Associates had great PowerPoint presentations and we worked with Google Presentation. We clearly saw the advantages/disadvantages between PowerPoint and Google Presentation. Many liked the simplicity of Google Presentation, but thought the transitions were boring.

We will be making our transition to the new financial software in May. The server and desktop computers are in place. Our new software should be running the first week of May.

Sincerely,

Stephen B. Noyes
District Technology Director

April 9, 2012**Nutrition/Food Services****Board Report**Nutrition Activities

On March 21, and April 2, we had a Chef from the Cedar Falls Hy-Vee do a demonstration of a healthy meal to a total of 34 students from West Elementary. These students were chosen because they met their reading goal for the month of February, in which many more students also met, but only a select number could be chosen. Chef Jim Nadeau who is teamed up with the Michelle Obama, Let's Move Campaign, brought along all of the food, equipment, and utensils needed for the night. The students were able to invite two guests for the supper that evening. The menu was: Bruschetta, Tossed Salad with a Vinaigrette, Dijon Roasted Chicken Tenders, Yukon Gold Potato Wedges, and Broccoli with a Lemon Butter. A great time was had by all and we cannot wait to have Chef back in the future!

Farm to School

I was recently was invited to an ISU Extension and Leopold Center for Sustainable Agriculture hosted event, Iowa Local Food Summit, hosted in Ames on April 3. I was the only Food Service Director invited and it was a great day of making connections with people and discussing what we can do to make our local food economy grow. We talked about what our own personnel needs are from each person's outlook from their field of interest. A wide variety of people attended, from internet based web connections to volunteer corp. members, but all had one thing in common and that is creating a better functioning local foods state.

Hopefully you have walked around the District lately to see what has been happening with our planting process. All but 4 beds are planted behind the Administration Building, but they will be soon. Micki Sand-Cohen, Robin Crawford, Jillian Schares, and Jan Reed's classes have all been out and in the beds planting radishes, lettuce, spinach, etc. We also have our 2 acres plotted out on the new 92 and that will be tilled and planted with some potatoes, onions, and leeks this week. Keep a look out for Weeding Wednesday group this summer.

We received a grant; A Garden is the Way to Grow, of \$500 from the Iowa Department of Education. I was able to buy shovels, hoes, rakes, heating mat, plug trays, plugs, bushel cartons, and nutritional learning materials. All of these materials will come in very handy with all of the gardening we plan on this summer and for the future.

Bids/Procurement

I have sent out our bids for milk, bread, food (including locally grown produce from farmers), and chemicals for the upcoming school year 2012-2013. The next board report will show their information and which ones I would recommend.

Respectfully Submitted,

Jessica Weber

Food Service Director/Farm to School Coordinator

Buildings and Grounds April 2012

East: Filled the holes around the building with dirt and seed

The sinks were repaired in bathrooms

The winter boiler inspection everything passed

West: Filled the holes around the building with dirt and seed

The new wrestling mat hoist is up and running

Heat has been added to the green house(going to be used for farm to market program)

Fixed Light ballasts

Fixed bathroom sinks in main hall

New flush valves on stools

Added new outlets for PTO carnival

All air handlers are cleaned out for spring

High School: Maintaining as needed

Grounds: Added lime and lined the shot put area!

Cleaned and prepared the track area for games

Hung the signs for home and visitors soccer seating

Prepared and lined the soccer field for matches

Prepared and lined girls practice field at civic center

Prepared and lined the boys practice field behind high school

Added rock to the driveway to football complex

Speed bumps will be going in next week

Transportation Report for April 2012

The new bus is in and the paperwork has been sent into Des Moines

Checked with the Salvage yards and scrap rate is more than the trade in rate, so we will be selling Bus #9 to Schaefers Salvage.

Schaefers Salvage rate is \$200 a ton

Tourniers Salvage rate was \$165 a ton

Burt VanHorn

**CONTRACT FOR SERVICES BETWEEN
USHER ARCHITECTURE LLC
AND
INDEPENDENCE SCHOOL DISTRICT, IOWA
(HIGH SCHOOL SAFE ROOM PROJECT)**

Usher Architecture LLC (Planning Agency) has the expertise to provide Peer Review services for the Hazard Mitigation Grant Program (HMGP) Safe Room Grant, and the Independence School District (District) requires assistance.

In mutual consideration of the promises set forth in this agreement, it is therefore agreed as follows:

SECTION 1. Scope of Services

The Planning Agency shall provide the services necessary to write and administer the HMGP Safe Room Grant as set out in the Scope of Services attached to and made a part of, this document. As part of that Scope of Services, federal contract language has been attached and said language is also to be considered part of this agreement.

SECTION 2. Time of Performance

The work under this Contract shall begin on April 4, 2012. Completion is projected for no later than August 4, 2012. Completion date may be extended for a period of up to six (6) months upon a showing by the Planning Agency of a good faith effort to complete performance in a timely manner. An extension of this time limit will only occur with the permission of the Iowa Homeland Security and Emergency Management Division (IHSEMD).

SECTION 3. Personnel

The Planning Agency represents that it has, or will acquire, all personnel necessary in performing the services under this Contract. The parties intend that an independent contractor-purchaser of service relationship will be created by this Contract. The District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Planning Agency. Neither the Planning Agency nor its employees are to be considered agents or employees of the District for any purpose.

SECTION 4. Method of Payment

Payment shall be due upon receipt of a monthly bill for actual work performed. The payment shall be based on the hourly rate of the staff person plus any associated costs incurred in the administration of this contract. Total payment shall not exceed amounts identified as administrative grant management in the project budget of the grant program. Total Payment shall not exceed \$805.00 for the Peer Review.

SECTION 5. Records Available

At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents and financial and administrative records with respect to all matters covered by this agreement.

SECTION 6. Maintenance of Records

The Planning Agency and District shall maintain all financial and administrative records for a period of three (3) years from the date of official FEMA close out letter or date. In addition, those records which relate to any dispute; appeal under a grant agreement, to litigation; to the settlement of claims arising out of such performance; or to costs or items to which an audit exception has been taken shall be maintained and made available until five (5) years after the date of resolution of such appeal, litigation, claim, or exception.

SECTION 7. Information to be furnished to the Planning Agency

The District, upon request, shall make any and all existing reports, data, and public documents and information necessary for the performance of work under this Contract available to the Planning Agency. The District shall advise Planning Agency of any and all documents relevant to the successful completion of this project.

SECTION 8. Amendments

Any amendments or changes to this Contract must be in writing and mutually agreed to by both the District and the Planning Agency.

The Superintendent of the Independence School District is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract, on behalf of the District.

Steve Usher is the contractor official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract, on behalf of the Planning Agency.

SECTION 9. Termination Clause

Either party assigned hereto shall have the authority to terminate this Contract, by notifying the other party by registered mail within thirty (30) days of the effective termination date. The Planning Agency will be paid for the time provided and expenses incurred through the termination date.

SECTION 10. Saving Clause

Should any provision of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.

SECTION 11. Entire Agreement Statement

This Contract contains the entire agreement between the District and the Planning Agency for the purpose of administering the HMGP Safe Room Grant. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 8.

SECTION 12. Hold Harmless.

The District shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services within the Scope of Service provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the District for lost revenues of the District, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the District under this Agreement.

PASSED AND APPROVED:

USHER ARCHITECTURE LLC

INDEPENDENCE SCHOOL DISTRICT

Steven C. Usher, Owner

School Board President, Independence School District

Date

Date

**SCOPE OF SERVICES
HAZARD MITIGATION GRANT PROGRAM (HMGP)
INDEPENDENCE COMMUNITY SCHOOL DISTRICT
HIGH SCHOOL SAFE ROOM PROJECT
PEER REVIEW**

Usher Architecture, LLC

206 2nd Street SE
Independence, IA 50644-2810
319-334-2444
fax 319-334-2445
cell: 319-296-5809
e-mail: usherarch@qwestoffice.net
website: www.usherarch.com

April 4, 2012

Brian Schoon, AICP
Director of Development and Transit
INRCOG
229 East Park Avenue
Waterloo, IA 50703

Brian:

We are pleased to present our proposal for FEMA Peer Review services for the new Independence High School Safe Room Project.

Our Peer Review will be performed in accordance with the FEMA 361 document and check list.

Our proposal is based on having timely access to the construction documents and structural calculations used for the design of the safe room.

We propose to provide peer review services for the following not-to-exceed amount:

Architect:	4 hours @ \$95 = \$380
Structural Engineer:	5 hours @ \$85 = <u>\$425</u>
Total Fee:	<u>\$805</u>

The structural review will be performed by M2B Structural Engineers LLP, Cedar Rapids.

Sincerely,



Steve Usher, AIA

**SCOPE OF SERVICES ADDENDUM
FEDERAL CONTRACT LANGUAGE REQUIREMENTS**

Federal Changes

The Contractor understands that federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

Termination

Termination for Convenience (General Provision)

This contract, in whole or in part, at any time by written notice to the Contractor when it is in the local, state, and federal government's best interest. The Contractor shall be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Purchaser to be paid to the Contractor. If the Contractor has any property in its possession belonging to a Purchaser, the Contractor will account for such property and return or dispose of such property as directed by and at the cost of the Purchaser be paid its costs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver any item(s) ordered pursuant to the terms of this solicitation or any contract awarded thereof in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Purchaser may terminate his contract for default. Termination shall be effected by serving written notice on the contractor. Said notice shall set forth the manner in which the Contractor was/is at default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services provided in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Purchaser, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure General Provision

The Purchaser in its sole discretion may in the case of termination for breach or default, allow the Contractor a specified period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Purchaser's satisfaction the breach or default or any of the terms covenants, or conditions of the Contract within ten (10) business days after receipt by Contractor or written notice from the Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Equal Employment Opportunity

Equal Employment Opportunity: vendors submitting bids/proposals must be an equal opportunity employer as defined in Executive Order 11246, entitled as the Equal Employment Opportunity Act, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. The successful bidder in accepting the offer of a purchase contract under terms of this solicitation certifies that its officials shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The successful bidder shall also take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. The following requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 53432, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 CFR Parts 60 et seq., (that implement Executive Order No. 11246, Equal Employment Opportunity as amended by Executive Order No. 11375, "amending Executive Order 11246 relating to Equal Employment Opportunity, " 42 U.S.C. Section 2000e note) , and with any applicable Federal statutes, executive orders, regulations and Federal policies that may affect manufacturing activities undertaken in the course of producing the buses being purchased. The Contractor agrees to take such affirmative actions as

may be necessary to ensure compliance. These actions shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR part 1630, pertaining to employment of persons with disabilities.

The Contractor agrees that it shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the federal government, modified only if necessary to identify the affected parties.

Copeland Anti-Kickback Compliance

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Compliance

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5) for construction projects in excess of \$2,000. This provision requires that a Contractor pay prevailing wages to its employees for construction contracts in excess of \$2,000.

DOES NOT APPLY TO DISASTER FUNDING

Contract Work Hours and Safety Standards Act Compliance

The Contractor agrees to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented in Department of Labor regulations (29 CFR part 5). This provision requires Contractor compliance when a contract in excess of \$2,000, and in excess of \$2,500 when a contract involves the employment of mechanics or laborers.

Access to Records and Reporting Requirements

In accordance with 49 CFR 18.36(I), the EM/contractor and any vendor acting on its behalf in this solicitation agree to provide the Iowa Homeland Security and Emergency Management, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to any contract awarded pursuant to this solicitation for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Part 633.17, to provide the Homeland Security Administrator or his authorized representatives, including any PMO contractor, access to Contractor’s records pertaining to contracts awarded that involve a major capital project, as defined at 49 U.S.C. 5302 (a)1.

The Contractor/EM agrees to permit any of the parties described in the preceding paragraph to reproduce by any means whatsoever to copy excerpts and transcriptions as reasonably needed.

The Contractor/EM agrees to maintain all books, records, accounts and reports required under any contract awarded pursuant to this solicitation for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the Iowa Homeland Security and Emergency Management Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Notice of Awarding Agency Pertaining to Patent Rights

With respect to any discovery or invention which arises or is developed in the course of or under this contract, the Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency.

Notice to Awarding Agency Pertaining to Copyrights and Rights in Data

With respect to any publication, documents, or data that arises or is developed in the course of or under this contract, the Contractor is responsible for complying with requirements pertaining to ownership and use, as defined by the awarding agency.

Clean Air Act, Clean Water Act, and Environmental Protection Agency Requirements

Each bidder or supplier shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15. The EM/Contractor agrees to report each violation the Purchaser and understands and agrees that the Purchaser must, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.

The EM/Contractor is required to include these requirements in each subcontract exceeding \$100,000 financed, in whole or in part, with Federal assistance provided by a contract assisted by Homeland Security.

Energy Conservation Requirement

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

School District Population (use 2010 Census number): 9,100

School District Contact Information

Telephone: 319-334-7400 ext 1 Email: jpeterston@independence.k12.is.us

Address:	1207 1st Street West	Independence	50644
	Street Address	City	Zip

Method of Election for 2013 Regular School Election (choose one)

- ☐ 1. All directors elected at-large by entire district.
- ☐ 2. School district is divided into single director or multi-director districts. Directors are elected at-large but directors must live in the single or multi-director districts.
- ☒ 3. School district is divided into single director or multi-director districts. No more than half of the directors are elected at-large; remaining directors are elected at-large but must live in the single or multi-director district.
- ☐ 4. School district is divided into single director or multi-director districts. Directors are elected by director district and directors must live in the director district.
- ☐ 5. School district is divided into seven director districts. Three directors are elected at-large, with no more than two elected at each regular school election. Four directors must live in the director district and are elected by director district, with no more than two elected at each regular school election.

Number of Director Districts: 3

Number of Directors (choose one)

- ☒ 1. Five Directors (no change) ☐ 3. Increase to Seven Directors
- ☐ 2. Seven Directors (no change) ☐ 4. Decrease to Five Directors

Signed: _____ Date: _____
President of School Board

Print Name: _____

State of Iowa School Redistricting Worksheet Multimember Director Districts District Population Certification

Ideal District Population

Divide the population of the school district by the number of directors.

$$\frac{9100}{\text{School district population}} \div \frac{3}{\text{\# of directors}} = \frac{3033}{\text{ideal district pop.}}$$

Important Note: A city cannot be divided into more than one director district unless the population of the portion of the city that is within the school district is greater than the ideal district population. If so, the city must be divided into the smallest number of director districts possible. [§275.23A(1)(b)]

Director District Populations

- Enter the population for each director district on the chart below.
- Total the populations of all director districts. The total must equal the census population for your school district.
- Enter the number of directors in each district.
- Determine the population per director in each director district. To do this, divide the district's population by the number of directors in the district.

Director District	Population	Number of directors in district	Population per Director
1	2234	1	2234
2	2326	1	2326
3	4540	2	2270
4			
5			
6			
7			
total population =			

District Size Comparison

Divide the largest population per director by the smallest population per director.

$$\frac{2326}{\text{Largest pop. per director}} \div \frac{2234}{\text{Smallest pop. per director}} = \frac{1.04}{}$$

This number must be 1.10 or less. If it is greater than 1.10, the plan is highly likely to be rejected by the Secretary of State.

[IAC 721—21.31(275)]

I hereby certify that this is a complete and correct list of the director districts in this school district and that the population data included is correct.

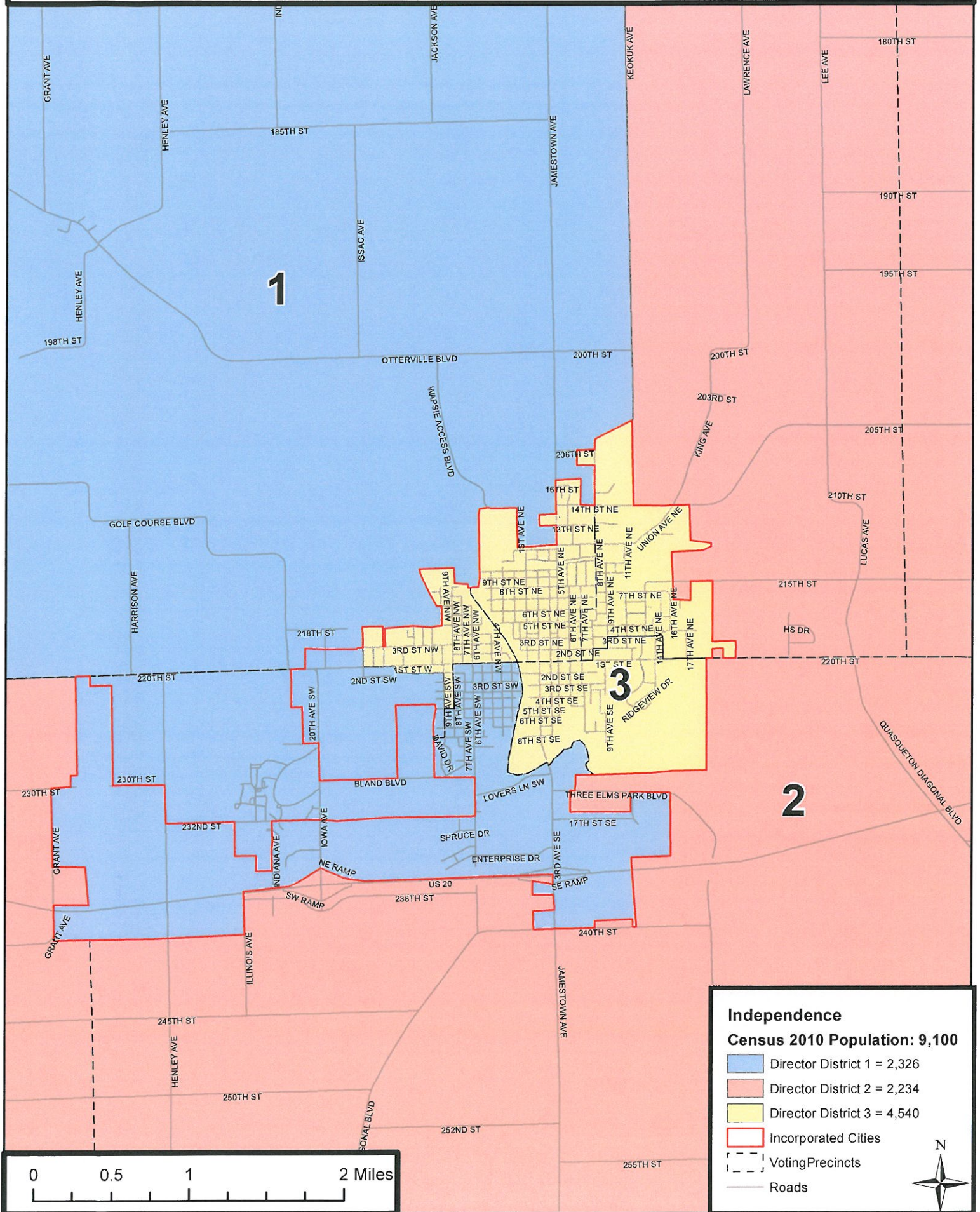
Signed: _____ Date: _____
President of School Board

Print Name: _____

(Based on 2010 Census Population Data - Adopted TBA)



(Based on 2010 Census Population Data - Adopted TBA)



April 16, 2012

The Board of Directors of the Independence Community School District, in the County of Buchanan, State of Iowa, met in open session, in the Rowley Community Center, Rowley, Iowa, at 6:00P.M., on the above date. There were present President _____, in the chair, and the following members of the Board of Directors:

Absent: _____

* * * * *

The proposed action to approve and adopt the redistricting plan and redrawing of director district boundaries following the 2010 decennial census was considered.

Director _____ introduced the following Resolution and moved that it be adopted. Director _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon, the President declared the resolution duly adopted as follows:

RESOLUTION APPROVING AND ADOPTING
REDISTRICTING PLAN AND REDRAWING OF DIRECTOR
DISTRICT BOUNDARIES FOLLOWING 2010 DECENNIAL
CENSUS

WHEREAS, Iowa Code Section 275.23A provides that a public school district which has a board of directors with members representing director districts shall be divided into director districts according to standards specified in state law;

WHEREAS, following each federal decennial census, the board of directors of the school district is required to: (1) determine whether the school district's existing director district boundaries conform to state law utilizing the most recent federal decennial census; (2) adjust existing director district boundaries when appropriate; and (3) prepare the necessary paperwork related to director district boundaries required for submission to the Iowa Secretary of State;

WHEREAS, the Board of Directors of the Independence Community School District has members who represent director districts, and the Independence Community School District is currently divided into three (3) director districts under its selected method of election of the Board of Directors;

WHEREAS, the state area education agency system contracted with the University of Iowa to provide assistance to public school districts with respect to the application of the 2010 federal census population to existing director district boundaries;

WHEREAS, according to the analysis conducted by the University of Iowa, three (3) of the three (3) existing director districts for the Independence Community School District need adjustment to conform to state law based on the 2010 decennial census populations;

WHEREAS, the adjusted director district boundaries are described and depicted on the redistricting worksheet and proposed reconfiguration map attached hereto as Exhibit A; and

WHEREAS, the Board of Directors of the Independence Community School District has reviewed and fully considered the findings of the University of Iowa, including the redistricting worksheet and proposed reconfiguration map, and the following action is now considered to be in the best interests of the Independence Community School District and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDEPENDENCE COMMUNITY SCHOOL DISTRICT:

Section 1. That the redistricting plan adjusting the existing director district boundaries of the Independence Community School District following the 2010 decennial census is approved and adopted and the Board of Directors hereby authorizes the redrawing of such necessary director district boundaries to become effective July 1, 2012, for the next regular school election in September 2013.

Section 2. That the appropriate officials of the Independence Community School District are authorized to make all certifications and submit any and all information as necessary and required by law regarding the redistricting plan and the redrawing of director district boundaries to the Iowa Secretary of State and other state and local agencies.

PASSED AND ADOPTED this 16th day of April, 2012.

Independence Community School District

By: _____
President, Board of Directors

Attest:

Secretary, Board of Directors

Staffing Proposals for 2012-2013 School Year

1. Increase Mike Zimmerly's position and Amy Gustafson's position from .75 FTE to 1 FTE.
2. Add a 10 month Director of Curriculum/Assessment/Student Services Administrative position.
3. Add 1 FTE Instrumental Music position.
4. Keep the number of classroom teachers at East Elementary at 14. Student numbers will dictate the amount of sections for each grade level.



Independence Jr/Sr High School

514 Fifth Avenue SE
Independence IA 50644
(319) 334-7405
Fax: (319) 334-6096

Jennifer Sornson, Principal

Rob Arnold, Activities Director

Loren Pink, Liaison Officer

Roger Barloon
Vocal Music Director
Independence Jr./Sr. High School
Independence, IA 50644
(319) 332-0724
rbarloon@@independence.k12.ia.us

April 11, 2012

School Board Members;

For the past several years vocal music students have taken a trip to Chicago. The main purpose of the trip is to expose students to professional theater. Shows we have seen in the past include, "The Lion King", "Wicked", "Phantom of the Opera", "Peter Pan" and "The Blues Brothers Revival". This is a weekend trip usually in May, but what is playing and when determines when we go. This year we would like to see "Jersey Boys" the weekend of May 11 – 13.

The cost of the trip is \$175 per person. Students can use fund raised money to pay for the trip so everyone has an opportunity to go. In the past we have averaged about 50 people, including chaperones. We leave after school on a Friday and return on Sunday so no school is missed. A chartered bus takes us on the trip so there is no cost to the district.

I would like to formally request the School Board approve the Vocal Music Department trip to Chicago. If you have any questions or comments please feel free to contact me.

Thank you for your consideration,

Roger Barloon

Independence Community School District TRAVEL REQUEST FORM

Any staff member requesting permission to attend meetings, conventions, or field trips shall file this form with their building supervisor **at least 10 working days prior to the meeting or trip**. If you are requesting overnight travel, the Superintendent must also approve your request. If your travel request is outside a 200 mile radius and outside the state of Iowa you also need the approval of the Board of Education.

If you are approved this form will be returned to you with the appropriate signatures. At this time, you can make your requests for any registration fees, hotel/motel accommodations and request a vehicle if it is needed. **DO NOT submit those requests until you are approved.** Please submit requests timely.

Requested By: Roger Barloon Date 4/11/12

Check One: Professional Leave _____ Educational Field Trip ☒

Purpose of Leave/Field Trip: See a Broadway Musical

Dates of Meeting/Trip 5/11 - 5/13

Departure Date: 5/11 - 3:30 PM Date Returning: 5/13 - 2:00 PM

Sponsoring Organization Vocal Music Dept.

Meeting Held At Chicago IL
(City) (State)

Will this workshop allow you to apply for and receive graduate credit? _____ Yes ☒ No

If yes, please explain _____

Are you being reimbursed by any other group or organization for any expenses or receiving a stipend for attending this meeting?

_____ Yes ☒ No If yes, please explain _____

Rational for Attendance Motivational Trip for students

Others in the District who you know are going to this meeting or convention? None

Who are you coordinating your travel expenses/plans with? Vinton HS Eric Mohlis

Is this meeting/in-service applicable to any of our special school projects (i.e. Eisenhower, School-to-Work, Title I, etc. or are you requesting it to be paid by the General Fund? NO

☒ Activity Fund _____ General Fund Code(s): _____

Estimated Cost: No Cost to the District

Transportation - (figure ground transportation costs @ \$.24 Per mile) \$ _____

Check One: _____ School Vehicle _____ Public Transportation _____ Own Vehicle

Meals \$ _____

Lodging \$ _____

Registration Fee \$ _____

Cost of Sub \$ _____

Other \$ _____

TOTAL \$ _____

R. Barloon 4/12/12
Immediate Supervisor Date

Superintendent of Schools Date
(Overnight or out of state trips ONLY)

Date Approved by Board of Education
(Outside 200 mile radius & outside Iowa ONLY)

Date Returned to Employee by Central Office

Itinerary from 2011 Trip.

Chicago Trip 2011

Friday – May 20th

- 3:15pm - Meet in the Choir room
- 3:30pm - Charter buss leaves the school.
- 6:00pm - Eat dinner (Somewhere on the road)
- 8:30pm - Check into the Marriott, get settled, swim in the pool.

Marriott Chicago Schaumburg
50 N. Martingale Road
Schaumburg, IL 60173
(847) 240-0100

11:00pm - Room check, Lights out.

Saturday – May 21st

- 8:00am – Breakfast buffet provided by the hotel.
- 9:00am – Depart for Navy Pier (weather permitting) or Water Tower Mall
- 1:00pm - Leave for downtown Chicago
- 1:30pm - Arrive at the theater for “**Peter Pan**”

Peter Pan
Chicago Tribune Freedom Center
650 W. Chicago Avenue
Chicago 60642
Phone: 888-PPANTIX

- 5:00pm – Leave Theater for Woodfield Mall / Hotel
- 8:00pm – Leave Shopping mall for the hotel.
- 8:30pm - Swimming pool
- 11:00pm - Room check, lights out.

Sunday – May 22nd

- 8:00am - Breakfast, provided by the hotel.
- 9:00am – Load the bus, and head for home.
- 2:00pm - Arrive back in Independence.

Students will be responsible for 3 – 4 meals. Dinner Friday night. Lunch and Dinner on Saturday. And Lunch on Sunday if they are hungry. The Hotel provides a full buffet breakfast Saturday and Sunday morning. The only other money requirements are shopping.

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Independence Community School District, whose address for the purpose of this Lease is 1207 1st Street West, Independence, IA 50644 ("Landlord"), and Indee Agricultural Education, Inc. ("Tenant"), whose address for the purpose of this Lease is 2225 195th Street, Independence, Iowa 50644.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Buchanan County, Iowa (the "Real Estate"):
The East portion of the following legal description that is undeveloped:
The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and all of the Northeast Fractional $\frac{1}{4}$ of Section 5, township 88 North, Range 9 West of the 5th P.M. in Buchanan County, Iowa, except the following described tracts of land to-wit: Beginning at the Northeast corner of said Section 5, thence from said point of beginning South 0 degrees 08 minutes West along the East line of said Northeast fractional $\frac{1}{4}$ of said Section 5, 855.00 feet, thence West 1230.02 feet, thence North 482.00 feet to the Northwest corner of Lot 25, Waskow and Nabholz Addition to Independence, Buchanan County, Iowa, thence continuing along West line of said Addition, North 200.00 feet to the Northwest corner of said Addition, thence West 8.35 feet, thence South 20.00 feet, thence West 66.0 feet, thence North 20.00 feet, thence West 259.10 feet, thence North 0 degrees 32 minutes East 173 feet to the North line of said Section 5, thence East 1668.40 feet to point of beginning; Parcel A (Welsh's Commercial Addition) and Parcel B in the said Northwest Fractional $\frac{1}{4}$ of the Northeast Fractional $\frac{1}{4}$ of said Section 5; the North 207.90 feet of the West 207.90 of said Northwest fractional $\frac{1}{4}$ of the Northeast Fractional $\frac{1}{4}$ of said Section 5; Waskow and Nabholz Second Addition to the City of Independence, Iowa, and containing 50 acres, more or less, with possession by Tenant for a term of two (2) years to commence on April 17, 2012, and end on February 28, 2014. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Total cash rent of \$12,500.00 payable, unless otherwise agreed, as follows: \$6,250.00 on March 1, 2013 and \$6,250.00 on the last Friday prior to September 1, 2013.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 100% Landlord 0% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

3. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other	0	100

Phosphate and potash on oats or beans shall be allocated 0% the first year and 0% the second year, and on all other crops allocated 0% the first year and 0% the second year. Lime and trace minerals shall be allocated over two years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals:

4. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

5. DELIVERY OF GRAIN. If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at N/A or elsewhere at no further distant point.

6. LANDLORD'S STORAGE SPACE. If this lease is a crop share lease, Landlord reserves N/A% of all crib and granary space for storage of the rent share crops.

7. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after

date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

8. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall

terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

9. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

10. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

11. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

12. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

13. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

14. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

15. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

16. **NO AGENCY.** Tenant is not an agent of the Landlord.

17. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

18. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

19. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

20. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

21. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

22. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

23. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

24. **ADDITIONAL PROVISIONS.**

A. Landlord understands that Tenant will be donating all proceeds from operation of the Real Estate to the Mustang Foundation, Inc., which will in turn donate funds to support agriculture education courses at the Independence Community School District.

B. Tenant acknowledges that Landlord may be required to reimburse the prior tenant for chisel plowing the Real Estate in the fall of 2011. If Landlord reimburses the prior tenant for any such expenses, Tenant agrees to reimburse Landlord for said expenses.

C. Tenant acknowledges that Landlord is constructing a new Junior – Senior High School adjacent to the Real Estate. Landlord shall not be responsible for any damages to the crops, or any unexpected conditions to the Real Estate resulting from the construction on the nearby Real Estate.

D. Tenant grants Landlord, its contractors or agents permission to access the Real Estate to install any utility lines at Landlord's expense during the term of the Lease. Landlord agrees to make reasonable efforts to install utility lines without damaging any crops, or after the crops have been harvested.

E. Landlord reserves the right to reduce the number of acres subject to this Lease for Landlord's future expansion needs, such as soccer fields, a bus barn or a trail system. In the event of a reduction in the number of acres subject to this Lease, the parties agree to adjust the amount of annual cash rent accordingly by March 1st of each year.

F. An exact acre will be determined during the summer of 2012 at which time an adjustment to the rent amount will be made prior to the Fall rent payment.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED: _____

TENANT
INDEE AGRICULTURE EDUCATION, INC.

By: John Behan, President

LANDLORD

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

By: _____
Brian C. Eddy, President

Proposed Meal Price Increase for the 2012-2013 School Year

I've looked at several factors before requesting another price increase for school meals. The first is the price of food costs going up, especially some prices such as milk, fruits, and vegetables. Our Nutrition Fund is looking fine, I am a little bit over the projected outlook from last year, but Lynnette is not very worried about that.

As gas prices have gone up, it's affected the food supply on multiple levels. It costs more to feed animals, to ship food, and to produce any kind of petroleum based packaging on products. I have not received these price increases yet, due to our bid program, but when I receive my bids back in April, I am sure that we will notice an increase.

Both Lynnette and I have been informed by our State Department of Education representatives that our breakfast/lunch prices need to be a closer reflection of what we are receiving for a Free meal from the government, which \$2.49. No, we do not need to jump there immediately, but gradual steps do need to be made.

I have also attached some information from area schools that are close to our size and what their current meal prices are and what they are looking for this coming school year.

After looking at other school districts, we are in at about below to right in the middle of the pack. I feel that that is a great area for us to stay. Here are the following proposed meal prices for 2012-2013 school year. (I am not proposing to change the Adult Lunch/Breakfast or the Second Full Lunch/Breakfast)

	Current Prices	New Prices
Elementary Lunch	\$2.05	\$2.20
Jr./Sr. High Lunch	\$2.10	\$2.30
Adult Lunch	\$3.00	\$3.00
Second Full Lunch	\$3.00	\$3.00
Extra Milk	\$.35	\$.40
Elementary Breakfast	\$1.25	\$1.35
Jr./Sr. High Breakfast	\$1.25	\$1.35
Adult Breakfast	\$1.50	\$1.50
Second Full Breakfast	\$1.50	\$1.50

Thank you for your consideration.

Respectfully Submitted,

Jessica Weber
Food Service Director

School District	District Free and Reduced Rate	Lunch				
		Current lunch price, Elem.	Current lunch price, MS/HS	Proposed increase	12-13 Proposed Price for Elem.	12-13 Proposed Price for MS/HS
Solon	8.2%	\$2.05	\$2.15	\$0.30	\$2.35	\$2.45
Mt. Vernon	15.7%	\$2.40	\$2.50	yes, not sure of \$	>\$2.50	>\$2.50
Lisbon	15.9%	\$2.20	\$2.25/\$2.35	?	?	?
Linn-Mar	19.0%	\$2.20	\$2.25/\$2.30	\$0.10	\$2.30	\$2.35-\$2.40
Williamsburg	20.0%	\$2.00	\$2.20	\$0.15/\$0.10	\$2.15	\$2.30
Clear Creek-Amara	20.9%	\$2.15	\$2.35	<\$0.10	\$2.15-\$2.25	\$2.35-\$2.45
West Branch	21.2%	\$2.20	\$2.35	?	?	?
Marion	28.6%	\$2.00	\$2.10	yes, not sure of \$?	?
Iowa City	31.0%	\$1.90	\$2.15/\$2.75	yes, not sure of \$	>\$1.90	>\$2.15/\$2.75
Anamosa	34.6%	\$2.25	\$2.30	\$0.10	\$2.35	\$2.40
Vinton-Shellsburg	36.0%	\$1.90	\$1.90	Undecided	Undecided	Undecided
Independence	37.4%	\$2.05	\$2.10	\$0.20	\$2.25	\$2.30
Cedar Rapids	42.7%	\$2.00	\$2.10	?	?	?
Maquoketa	47.1%	\$1.95	\$2.05	\$0.10	\$2.05	\$2.15

Breakfast					
Current Breakfast Price, Elem.	Current Breakfast Price, MS/HS	Proposed Increase	12-13 Proposed Price for Elem.	12-13 Proposed Price for MS/HS	
\$1.05	\$1.15	\$0.30 and \$0.20	\$1.35	\$1.35	\$1.35
\$1.40	\$1.40	yes, not sure of \$	>\$1.40	>\$1.40	>\$1.40
\$1.30	\$1.30	?	?	?	?
\$1.40	\$1.40	no change	\$1.40	\$1.40	\$1.40
\$1.35	\$1.35	\$0.10	\$1.45	\$1.45	\$1.45
n/a		n/a	n/a	n/a	n/a
?	?	?	?	?	?
\$1.30	\$1.30	yes, not sure of \$?	?	?
\$1.25	\$1.50	yes, not sure of \$	>\$1.25	>\$1.25	>\$1.50
\$1.15	\$1.20/\$1.35	\$0.10	\$1.25	\$1.25	\$1.30/\$1.45
\$1.25	\$1.25	Undecided	Undecided	Undecided	Undecided
\$1.25	\$1.25	\$0.20	\$1.45	\$1.45	\$1.45
\$1.25	\$1.25	?	?	?	?
\$1.30	\$1.40	\$0.10	\$1.40	\$1.40	\$1.50

Independence Community School District
2012-2013 Proposed Registration Fee Schedule

8.E.

	2011-2012 Full Rate	2012-2013 Proposed Rate
PK4		
Registration	\$ 25.00	\$ 25.00
BOOK RENT		
K – 6th	\$ 35.00	\$ 35.00
7th – 12th	\$ 55.00	\$ 55.00
TECHNOLOGY FEES		
K – 6th	\$ 20.00	\$ 25.00
7th – 12th	\$ 25.00	\$ 30.00
BAND FEES (including percussion)		
Instrumental Rental 5th – 12th	\$ 75.00	\$ 75.00
Uniform Rental 9th – 12th	\$ 10.00	\$ 10.00
YEARBOOK		
Without Name Hot Stamped	\$ 55.00	\$ 60.00
With Name Hot Stamped	\$ 60.00	\$ 65.00
STUDENT ACTIVITY TICKET		
K – 12th	\$ 50.00	\$ 50.00
FALL, WINTER & SUMMER ACTIVITY PASSES		
Family All Year Pass	\$ 150.00	\$ 175.00
Adult All Year Pass	\$ 60.00	\$ 65.00
Adult 5-Punch Pass	\$ 20.00	\$ 20.00
Adult 10-Punch Pass	\$ 40.00	\$ 40.00
FOOD SERVICE FEES		
Breakfast		
K – 6th	\$ 1.25	\$ 1.35
7th – 12th	\$ 1.25	\$ 1.35
Adult	\$ 1.50	\$ 1.50
Lunch		
K – 6th	\$ 2.05	\$ 2.20
7th – 12th	\$ 2.10	\$ 2.30
Adult	\$ 3.00	\$ 3.00
Milk	\$ 0.35	\$ 0.40

To qualify for free or reduced rates of any kind a FEE WAIVER APPLICATION must be approved. Should you not qualify payment arrangements can be made by filling out a temporary waiver request at the pay table.

Students must ride to activity events with the team or group on school district transportation vehicles.

Iowa Girls' High School Athletic Union

2011-2012 Application For Whole Grade or Cooperative Sharing Agreement

If your school district is involved or intends to be involved in a cooperative or whole grade sharing agreement for the 2011-2012 academic year, please complete the form below and return same to the State Office. This form must be returned NO LATER THAN APRIL 25, 2011. You may fax form to 515-284-1969 or send by mail: Iowa Girls' High School Athletic Union, P.O. Box 10348, Des Moines, Iowa 50306-0348.

(already sharing with East Buchanan) Participating Schools

Independence and North-Linn
(Host School)

Name of team as it should appear on tournament pairings _____

Circle the competitions in which this agreement applies.

Bowling

Cross Country

Volleyball

Swimming & Diving

Basketball

Track & Field

Golf

Tennis

Soccer

Softball

If this is a renewal of an existing agreement, please indicate by checking the box below.

☐

SIGNATURES REQUIRED:

Superintendent Glen Peterson School Independence

School Board President: _____ School: Independence

Superintendent James A. Mischel School North-Linn

School Board President: _____ School: North-Linn

Superintendent _____ School _____

School Board President: _____ School: _____

For Office Use Only: This request is hereby approved by management of the Athletic Union.

Signed by Lisa Brinkmeyer, Assistant Director _____ Date _____

Iowa Girls' High School Athletic Union
PO Box 10348 • Des Moines, Iowa 50306-0348 • Fax Number: (515) 284-1969

FIELD EXPERIENCE CONTRACTUAL AGREEMENT

This contract is made and entered into by and between the Luther College Department of Education, Decorah, Iowa and Independence School District Schools.


PROVISIONS:

1. Luther College and Independence School District Schools agree to participate, if placements are available, in the district in a field experience program, which includes, but is not limited to: Student Teaching, Student Observations, and other field experiences during the 2012-2013 academic year. This agreement may include assignments in elementary (grades Pre-K-6), secondary (grades 7-12), and special fields [Art, Music, Physical Education, and Health (K-12)].
2. Luther College will provide supervision by one or more of the following: faculty member(s), or trained and credentialed specialists in education, for students participating in Field Experiences who are placed in the school district identified under item 1, above.
3. **Luther College agrees to compensate the school district in the amount of \$125 for one-half a semester or \$250 for a full semester for each student placed as a student teacher.** Payment is to be made at the end of each semester after the Department of Education receives the written Student Teacher Evaluation from the Cooperating Teacher. Allocation of compensation to each cooperating teacher is to be directly made to the cooperating teacher, unless otherwise specified by the district. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period. **Other field experiences identified in this agreement will be compensated with regard to time involvement and course objective, and will be stated at the time of the request.**
4. Student Teachers and other field experience enrollees of Luther College Department of Education are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Independence School District Schools, as well as the option of Luther College, should circumstances warrant such an action.

March 29, 2012


Chair, Department of Education
or the Luther College Board of Regents

March 29, 2012


Director of Field Placement

Date

Representative for Independence School District Schools

COOPERATIVE AGREEMENT
by and between
UNIVERSITY OF NORTHERN IOWA AND EDUCATIONAL AGENCIES
for the 2012-2014 Academic Year

This agreement entered into by and between the Board of Regents, State of Iowa, the governing body of the University of Northern Iowa, and Independence Community School District (hereinafter referred to as the "cooperating educational agency"), in accordance with the Code of Iowa:

Section 262.30 ... CONTRACTS FOR TRAINING TEACHERS provides:

The board of directors of any school district in the state of Iowa may enter into contract with the state board of regents for furnishing instruction to pupils of such school district, and for training teachers for the schools of the state in such particular lines of demonstration and instruction as are deemed necessary for the efficiency of the University of Northern Iowa ... as training schools for teachers.

AND, Section 272.27 ... STUDENT TEACHING AND OTHER EDUCATIONAL EXPERIENCES provides:

If the rules adopted by the board of educational examiners for issuance of any type or class of license require an applicant to complete work in student teaching, prestudent teaching experiences, field experiences, practicums, clinicals, or internships, an institution with a practitioner preparation program approved by the state board of education under section 256.7, subsection 3, shall enter into a written contract with any school district, accredited nonpublic school, preschool registered or licensed by the department of human services, or area education agency in Iowa under terms and conditions as agreed upon by the contracting parties. Please see 272.27 for full details.

1. Scope of Agreement

- 1.1 This Agreement sets forth the role, responsibilities, and rights of personnel associated with the cooperating educational agency, personnel associated with the University of Northern Iowa and of any student enrolled at the university, while assigned as a student teacher or for any other educational experience in the cooperating educational agency.

2. Options of Student Teachers and other Educational Experience Students

- 2.1 Students must be registered for the appropriate university course. Student teaching is a full semester experience. (Students seeking additional endorsement may register for four (4) hours of credit.) The student teaching period will be a minimum of 14 weeks in duration.

3. Placement of Students

- 3.1 Placement of students shall be accomplished on a cooperative basis between the University of Northern Iowa and the cooperating educational agency.
- 3.2 Placement shall be initiated by the university coordinator (hereinafter referred to as coordinator) upon completion of an application from each student setting out his/her qualifications/background and the assignment(s) needed to meet course requirements, certification, endorsement, and approval area standards.
- 3.3 Requests for assignment of students may be accompanied by suggested names of individuals who are recommended to serve as a cooperating teacher/educational agency supervisor by the coordinator.
- 3.4 The University of Northern Iowa reserves the right to decline the assignment of a student to classroom teachers/educational agency supervisors who may request a student. However, said decision shall not be based on race, color, sex, national origin, disability, age, religion, sexual orientation, veteran status or on any other basis protected by state and/or federal law.
- 3.5 The cooperating educational agency reserves the right to refuse assignment to any given student. However, said decision shall not be based on race, color, sex, national origin, disability, age, religion, sexual orientation, veteran status or on any other basis protected by state and/or federal law.

4. Termination or Change of Assignment

- 4.1 The coordinator or cooperating educational agency may, for good cause, terminate or change the assignment of any student. Prior to reaching a decision the coordinator and the cooperating educational agency designee shall consult with the cooperating teacher/educational agency supervisor and all other concerned parties regarding the reason(s) for termination or change in assignment.

5. Supervision of Students

- 5.1 A member of the university faculty, or designee, will serve as the coordinator or supervisor of the student teaching program or educational experiences for the purpose of administering the program and supervising/evaluating the students in cooperation with the cooperating teachers/educational agency supervisors who guide and direct the students.
- 5.2 The identification, selection and continued use of qualified cooperating teachers/educational agency supervisors shall be the joint responsibility of the coordinator and the administrators of the cooperating educational agencies.

(over)

- 5.3 The students shall be subject to the policies, rules and regulations of the cooperating educational agency, UNI Office of Student Field Experiences, University of Northern Iowa and the Professional Code of Ethics.
- 5.4 All interaction between the cooperating teacher/educational agency supervisor or nonpublic cooperating educational agency and the student shall occur without regard to religious education, religious indoctrination, religious beliefs, or involvement with religious activities. Students shall not be present or participate in the instruction or discussion of religious subjects or any other religious activity of the cooperating educational agency.

6. Evaluation

- 6.1 Evaluation of the students shall be a shared responsibility. The coordinator or supervisor, the cooperating teacher/educational agency supervisor, the student, and others knowledgeable about the performance of the student shall be involved. Evaluation is comprehensive, continuous, specific, and individualized. The evaluation in the nonpublic educational agency shall be based on non-religious criteria.
- 6.2 Mid-term and final evaluation conferences are required of student teachers. The student teacher, cooperating teacher, coordinator or supervisor shall participate. The cooperating teacher(s) and coordinator or supervisor shall collaborate in the preparation of the final evaluation for each student. However, the coordinator, as the designated UNI official, is responsible for the final evaluation.

7. Status, Authority, and Tort Liability Protection of Students

- 7.1 Students shall have status and authority in accordance with section 272.27 Code of Iowa.
- 7.2 Students actually engaged under the terms of this contract in a public school shall be entitled to the same tort liability protection under the provisions of section 670.8 Code of Iowa, as is afforded by said section to officers and employees of the school district/agency during the time they are so assigned.
- 7.3 Students actually engaged under the terms of this contract in a non-public school shall be named as additional insured under the liability insurance coverage of the cooperating nonpublic school during the time they are so assigned. The cooperating nonpublic school shall provide a certificate of insurance to the University of Northern Iowa as evidence of such coverage prior to the beginning of the student teacher's activities pursuant to this agreement.

8. Substitute Teaching

- 8.1 Students shall not be used as substitute teachers.

9. Compensation to Cooperating Teachers for Work with Student Teachers

- 9.1 The University of Northern Iowa agrees to pay compensation to cooperating teacher (262.75 Code of Iowa) in the amount of two-hundred dollars (\$200) per student teacher assigned who completes the full semester student teaching period. Assignment of less than a full semester will be compensated on a prorated basis for a cooperating teacher's work with a student teacher.
- 9.2 Fifty dollars (\$50) will be paid for each student teacher who is registered for three (3) or four (4) semester hours of credit.
- 9.3 For student teacher placements, cooperating educational agencies agree to provide a listing of the cooperating teachers assigned in their district and to forward social security numbers when direct payment is made to cooperating teachers OR allow the University of Northern Iowa to request from the individual cooperating teachers their social security number and home address for direct payment to cooperating teachers.

APPROVED

Designee, Cooperating Educational Agency

Date: _____

Distribution of copies: () Cooperating Educational Agency
 () Office of the President's Designee



Designee, President of University of Northern Iowa

Date: 04/02/12

2011 - 2012 Buchanan County Success Center Early Graduate(s)

Alysen Lange

Timberline Billing Service LLC

2231 N.W. 108th Street, Suite 1, Clive, Iowa 50325

Phone 515-222-0827 Fax 515-222-0834

Agreement of Service

The document serves as a legally binding agreement between Timberline Billing Service LLC (Timberline) and Independence Community School District (District) regarding the accessing of Medicaid reimbursement for covered school-based services. Timberline is a Limited Liability Company formed and headquartered in the State of Iowa. Timberline is a statewide medical claim processing company, specializing in working with local school districts and Medicaid. The agreement is set forth herein:

Background

Timberline assists school districts as a Medicaid provider in accessing Medicaid reimbursement for covered services. This includes both special education services and primary preventive services provided in the school-based setting. As a full-service company, Timberline will work with District staff to assure appropriate documentation (from training to monitoring completed forms), process the staff documentation for submission of claims to Medicaid and the review of claims which may need to be resubmitted to Medicaid.

Timberline Responsibilities

- 1) Present information about the Medicaid Local Education Agency (LEA) Program to the District's administration and staff.
- 2) Train the District's staff on the covered services and documentation requirements for the LEA program.
- 3) Monitor and review the documentation/claiming forms of all District staff.
- 4) Keep all District information acquired as a result of these services confidential. In the event that any disclosure of any documentation/information acquired by Timberline is required by law, Timberline will notify the District of such obligation prior to such disclosure. Notwithstanding the above, Timberline shall be in full compliance with all requirements of FERPA, as required by the District, and with HIPAA and their respective rules and regulations as well as laws of the State of Iowa regarding mental health, substance abuse and AIDS information. Further, any documentation or information obtained pursuant to this Agreement will be destroyed or returned to the District, at the sole discretion of the District, upon termination of this Agreement.
- 5) Compare District staff documentation with the quarterly Medicaid eligibility listing from District to ensure student eligibility for the students reported on claiming forms provided by LEA.

- 6) Submit Medicaid claims, or respond to District with listing of additional information needed to process the claim, within 60 days from the receipt of the documentation.
- 7) Review any denied claims for reconciliation. This may include resubmission or communication with District on the reason for the appropriate denial of the claim by Medicaid.
- 8) Provide quarterly updates on Iowa Medicaid LEA program benefits. This may be accomplished via the Timberline website, newsletter, or emails to the contact person for District.
- 9) Continue consultation and communication with the Iowa Medicaid Enterprise, Department of Education and the Medicaid fiscal intermediary to ensure the District's full compliance with all requirements of the Medicaid program.
- 10) Perform a quarterly Quality Assurance Service for the District. This will include a full review of all documentation for a random sample of paid claims during the previous quarter.
- 11) Obligations are conditioned upon the prior performance by the District as set forth under the District's responsibility.

District Responsibilities

- 1) Obtain provider certification as required by the Iowa Medicaid program for LEA billing.
- 2) Provide Timberline Billing Service with a quarterly Medicaid eligibility list of students with IEP's. This listing is available via the web-IEP application for all school districts in Iowa.
- 3) Ensure that all personnel for which claims are submitted meet standards as set forth in Iowa Department of Education rule 281, Iowa Administrative Code 41.8 (256B, 34CFR300), to the extent that their certification or license allows them to provide services. Practitioners shall meet the Board of Educational Examiners' Licensure or recognition requirements for the position. Additionally, practitioners are required to hold a professional or occupational license, certificate or permit if they do not hold a Board of Educational examiner's licensure.
- 4) Provide required access to all personnel, materials, information and financial data necessary to accomplish the designated services listed in this Agreement of Service. Notwithstanding the above, both parties recognize and agree that the District must be in compliance with FERPA, HIPAA and Iowa laws regarding the treatment of substance abuse, mental health and AIDS information, as well as any other applicable federal or state laws, and that the District will not be in breach of this provision if it is prohibited from providing required information to Timberline on the basis of compliance with such laws.

- 5) Provide Timberline Billing Service LLC with a list, and update as needed, of all District staff authorized to access District reports on the Timberline client-only website.
- 6) Complete enrollment with Iowa Medicaid to name Timberline Billing Service LLC as the District's vendor.

Fees

District shall pay Timberline a fee equal to six percent (6%) of the net Medicaid reimbursement retained by District. This does not include any Medicaid funds that are returned to the Iowa Department of Human Services. This fee will be calculated monthly based on the paid claims for the preceding month. District shall make payment to Timberline within thirty (30) days from the date of the invoice. Unpaid balances will accrue interest at the rate of 1.5% per month commencing forty-five (45) days from the date of the invoice.

General Terms

District Information, Confidentiality, and Use. All data provided to Timberline by the District, either by manual or electronic means, is and shall remain the property of the District. Timberline may have access to certain District information and data, all of which shall be considered confidential. Timberline agrees that all such information and data shall be used only for the intended purpose and shall not sell, rent, share or otherwise disclose any such information and data to any unauthorized third party.

Warranty. Notwithstanding anything contained in this Agreement to the contrary, Timberline represents and warrants that it is the owner of or otherwise has the right to use, distribute, and license or sublicense all materials and methodologies used in connection with providing the services and products which are the subject of this Agreement, and that such materials and methodologies shall not infringe any copyright or other proprietary right of a third party. Notwithstanding anything contained in this Agreement to the contrary, Timberline further represents and warrants that (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this Agreement will not violate any law, statute, ordinance or regulation; and (e) the work to be performed by it under this Agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Notwithstanding anything contained in this Agreement to the contrary, Timberline agrees to defend at its own cost and expense any threatened or actual claim or action against the District, its subsidiaries and/or affiliated companies, for actual or alleged infringement of any patent, copyright or other property right based on any work

furnished to the District by Timberline under this Agreement or the use thereof by the District.

Notwithstanding anything contained in this Agreement to the contrary, Timberline warrants that the service will be available to the District and will be provided substantially in accordance with the descriptions and specifications set forth in any user documentation provided to the District. Timberline shall use commercially reasonable efforts to make the service continuously available to the District and to promptly restore availability if it is within Timberline's reasonable control.

Insurance. Timberline shall maintain liability insurance for protection from claims arising out of performance of services caused by negligent error, omission, or act for which the insured is legally liable. Such liability insurance will provide for coverage in a minimum amount of \$1,000,000 effective through the term of this Agreement and for claims made within one year thereafter. Upon request, Timberline shall provide to the District a certificate indicating that such insurance coverage has been obtained.

Notice. Notwithstanding anything contained in this Agreement to the contrary, any notice required or permitted by this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid, and addressed to the party as detailed below:

Notice to Timberline must be sent to:

Dann Stevens, CEO
2231 N.W. 108th Street, Suite 1
Clive, Iowa 50325

Notice to the District must be sent to:

Jean Peterson, Superintendent
Independence Community School District
1207 1st Street West
Independence, Iowa 50644

Timberline makes no guarantee of results with respect to any claim. Timberline shall not be liable for any errors or omissions contained in the information submitted to Timberline by the District. The District shall not be liable for any errors or omissions as a result of actions by Timberline staff.

Miscellaneous Terms

This Agreement shall be governed exclusively by Iowa law. The parties expressly agree that any litigation arising between them related, in any way, to this Agreement and/or any and all disputes, actions, claims, or causes of action related thereto shall be initiated and maintained only in the U.S. District Court for the Southern District of Iowa or the District Court for Polk County, Iowa.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

The relationship between the parties is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.

The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior express written consent, which may be withheld at such party's reasonable discretion. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assignees.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

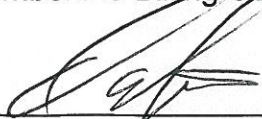
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Anything in this Agreement to the contrary notwithstanding, Timberline shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

Term and Termination

This Agreement of Service shall be effective July 1, 2012, and continue through June 30, 2015. This Agreement of Service shall be automatically renewed for additional terms of one year beginning the 1st day of July each subsequent year unless either party has provided written notice of the intention to terminate at least thirty (30) days prior to the then-current termination date. If termination is done prior to the then current termination date, either party must give thirty (30) days advance notice in writing of the intention to terminate the Agreement of Service. This Agreement of Service may also be terminated at any time by a party not in default hereunder upon thirty (30) days written notice to the party that has committed a material breach of this Agreement.

Timberline Billing Service, LLC



Dann Stevens, CEO

Date 4-3-12

Independence Community School District

Board President

Date _____

Proposal

Delete GLE **MA.05.02** “Students will gather and analyze data to determine patterns, make predictions, and calculate mean, median, and mode.”

ITEMS TO INCLUDE ON AGENDA
INDEPENDENCE COMMUNITY SCHOOL DISTRICT

\$10,000,000 General Obligation School Bonds, Series 2012

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of Same.
- Approval of form of Tax Exemption Certificate.
- Approval of Continuing Disclosure Certificate.
- Resolution Authorizing the Issuance of Bonds.

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

April 16, 2012

The Board of Directors of the Independence Community School District, in the Counties of Buchanan and Benton, State of Iowa, met in _____ session, in the Administration Office, 1207 First Street W., Independence, Iowa, at 6:00 o'clock P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF SAME" and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

* * * * *

Board Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

The President declared the motion adopted.

* * * * *

8.P.

Board Member _____ moved that the form of Continuing Disclosure Certificate be placed on file and approved. Board Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

The President declared the motion adopted.

* * * * *

8.Q.

Board Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS, SERIES 2012, OF THE INDEPENDENCE COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, IN THE AMOUNT OF \$10,000,000, AND LEVYING A TAX FOR THE PAYMENT THEREOF," and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

* * * * *

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF
DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND
REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING
AGENT, BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND
AUTHORIZING THE EXECUTION OF SAME

WHEREAS, pursuant to the provisions of Iowa Code chapter 75, \$10,000,000 General Obligation School Bonds, Series 2012, dated May 1, 2012, have been sold and action should now be taken to provide for the maintenance of records, registration of Bonds and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered Bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the School Board and Bankers Trust Company.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE INDEPENDENCE COMMUNITY SCHOOL DISTRICT IN THE COUNTIES OF BUCHANAN AND BENTON, STATE OF IOWA:

Section 1. That Bankers Trust Company of Des Moines, Iowa, is appointed to serve as Paying Agent, Bond Registrar, and Transfer Agent in connection with the issuance of \$10,000,000 General Obligation School Bonds, Series 2012, dated May 1, 2012.

Section 2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is approved and that the President of the School Board and Secretary are authorized to sign the Agreement on behalf of the School District.

PASSED AND APPROVED this 16th day of April, 2012.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS, SERIES 2012, OF THE INDEPENDENCE COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, IN THE AMOUNT OF \$10,000,000, AND LEVYING A TAX FOR THE PAYMENT THEREOF

WHEREAS, the Independence Community School District in the Counties of Buchanan and Benton, State of Iowa, is a public school corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Board of Directors of the School District in accordance with Iowa Code chapter 296 received a petition, which was signed by qualified electors numbering at least 25% the voters voting at the last regular school election, asking that an election be called, and at a meeting called by the President of the Board of Directors, within ten days after receipt of the petition, called an election and submitted on September 13, 2011, the following proposition:

Shall the Board of Directors of the Independence Community School District in the Counties of Buchanan and Benton, State of Iowa, be authorized to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$12,480,000 to provide funds to build, furnish and equip a junior/high school building and to improve the site?

and gave notice of the election and of the proposition; and

WHEREAS, the election was conducted on the date and the proposition was legally submitted, approved and no contest was made; and

WHEREAS, none of the Bonds authorized at the election have been issued, and it is now necessary to issue \$10,000,000 General Obligation School Bonds, and to levy a tax for the payment;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE INDEPENDENCE COMMUNITY SCHOOL DISTRICT IN THE COUNTIES OF BUCHANAN AND BENTON, STATE OF IOWA:

Section 1. Definitions. The following terms have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

♦ "Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.

♦ "Blanket Issuer Letter of Representations" means the Representation Letter from the Issuer to DTC, with respect to the Bonds.

♦ "Bond(s)" means the \$10,000,000 General Obligation School Bonds, Series 2012, authorized to be issued by this Resolution.

♦ "Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

♦ "Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time.

♦ "DTC" means The Depository Trust Company, New York, New York, which will act as securities depository for the Bonds pursuant to the Representation Letter.

♦ "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

♦ "Issuer," "School District," and "District" means the Independence Community School District in the Counties of Buchanan and Benton, State of Iowa.

♦ "Notice of Sale" means the official Notice of Sale as published on March 7, 2012.

♦ "Participants" means those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

♦ "Paying Agent" means Bankers Trust Company, or successor as may be approved by Issuer and who will carry out the duties as Issuer's agent to provide for the payment of principal of and interest on the Bonds when due.

♦ "Project Fund" means the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

♦ "Rebate Fund" means the fund of that name established pursuant to the Tax Exemption Certificate.

♦ "Registrar" means Bankers Trust Company of Des Moines, Iowa, or successor as may be approved by Issuer and who will carry out the duties with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar will also act as Transfer Agent for the Bonds.

♦ "Secretary" shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

♦ "Tax Exemption Certificate" means the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

♦ "Treasurer" shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest of the Bonds authorized to be issued, there is levied for each fiscal year the following direct annual tax on all of the taxable property of the Independence Community School District, in the Counties of Buchanan and Benton, State of Iowa:

<u>AMOUNT</u>	<u>FISCAL YEAR ENDING</u> <u>JUNE 30</u>
\$1,044,725	2013
633,925	2014
631,025	2015
633,025	2016
634,825	2017
631,425	2018
632,925	2019
634,225	2020
635,325	2021
630,315	2022
634,505	2023
632,630	2024
635,020	2025
631,520	2026
632,240	2027
632,015	2028
630,815	2029
633,610	2030
630,210	2031
630,740	2032

b. Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with each County Auditor of the Counties of Buchanan and Benton, State of Iowa, who are instructed in and for each of the years, to levy, assess and collect the tax in the same manner as other taxes of the School District and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Bonds.

c. Additional School Funds Available. Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds of the District available for that purpose and reimbursement must be made.

Section 3. Bond Fund. The taxes must be assessed and collected each year at the same time and in the same manner and in addition to all other taxes for the School District. When collected, these taxes must be deposited into a fund to be known as the "SCHOOL BOND FUND 2012," which is pledged for the payment of principal and interest of the Bonds. Whenever this School District has on hand funds from any other source other than taxation which may be appropriated either to the payment of principal or interest or both, the funds may be appropriated and used and the levy provided for in Section 2 of this Resolution may be correspondingly reduced; and in the fund (in addition to the taxes above provided for) thus pledged, there is included annually all sums which may be legally included under the apportionment of any state or local tax revenues from whatever source derived to the extent necessary to meet current requirements for Bond principal and interest.

Section 4. Application of Bond Proceeds. There is hereby created a Project Fund into which the proceeds of the Bonds, other than accrued interest as provided below, must be credited and expended for the purposes of issuance. Any amounts on hand in the Project Fund are available for the payment of the principal of or interest on the Bonds at any time that other funds are insufficient to the purpose and the funds must be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution. Accrued interest, if any, must be deposited in the Bond Fund.

Section 5. Investments of Bond Fund Proceeds. All moneys held in the "SCHOOL BOND FUND 2012," provided for by Section 3 of this Resolution must be invested as permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal of or interest on the bonds.

Section 6. Bond Details, Execution and Redemption.

a. Bond Details. Bonds designated "GENERAL OBLIGATION SCHOOL BONDS, SERIES 2012," are issued pursuant to the provisions of Iowa Code chapter 296 for the authorized purpose, dated May 1, 2012, and bear interest from that date, until payment, at the

office of the Paying Agent, interest payable on November 1, 2012 and semiannually thereafter on the 1st day of May and November in each year until maturity at the rates provided.

The Bonds must be executed by manual or authorized signature of the President of the Board and attested by the manual or authorized signature of the Secretary of the Board, and must be fully registered as to both principal and interest as provided in this Resolution; principal and interest will be payable at the office of the Paying Agent. Each Bond must be in the denomination of \$5,000, or multiples thereof.

The Bonds will mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity May 1
\$790,000	2.000%	2013
395,000	2.000	2014
400,000	2.000	2015
410,000	2.000	2016
420,000	2.000	2017
425,000	2.000	2018
435,000	2.000	2019
445,000	2.000	2020
455,000	2.200	2021
460,000	2.350	2022
475,000	2.500	2023
485,000	2.600	2024
500,000	2.700	2025
510,000	2.800	2026
525,000	2.900	2027
540,000	3.000	2028
555,000	3.100	2029
575,000	3.200	2030
590,000	3.300	2031
610,000	3.400	2032

b. Redemption. Bonds maturing after May 1, 2020, may be called for redemption by the Issuer on that date, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' notice of redemption to the registered owner of the Bond. Failure to give such notice by ordinary mail to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Notice

must be given by ordinary mail to the owner of record of the Bond at the address shown on the books of the Registrar and is deemed completed upon mailing.

If selection by lot within a maturity is required, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached.

Section 7. DTC - Registration.

Section 7.1. The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bond registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

Section 7.2. The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the person selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

Section 7.3. In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

Section 7.4. Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

Section 7.5. In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

Section 7.6. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed. The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds.

Section 7.7. In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates.

Section 7.8. The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a. Registration. The ownership of Bonds may be transferred only by entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company of Des Moines, Iowa is hereby appointed as Bond Registrar under the terms of this Resolution. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds must be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b. Transfer. The ownership of any Bond may be transferred only upon the registration books kept for the registration and transfer of Bonds and only upon surrender at the office of the Registrar together with an assignment executed by the holder or duly authorized attorney in such form as is satisfactory to the Registrar, along with the address and social security number or federal employer identification number of transferee (or, if registration is to be made in the name of multiple individuals, of all transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the registration books the information pertaining to the registered owner required above. Upon the transfer of any Bond, a new fully registered bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c. Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the registration books, the Bonds, in accordance with the provisions of this Resolution.

d. Ownership. As to any Bond, the person whose name is registered on the Registration Books of the Registrar as owner shall be deemed as the absolute owner for all purposes, and payment of or on account of the principal of any Bond and the premium, if any, and interest shall be made only to or upon the order of the registered owner or the owner's legal representative. All payments shall be valid and satisfy and discharge the liability upon the Bond, including the interest thereon, to the extent of the sum so paid.

e. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction shall be furnished promptly to the Issuer; provided that if the Issuer directs, the Registrar shall forward the cancelled Bonds to the Issuer.

f. Non-Presentation of Bonds. In the event any payment check representing payment of principal or interest on the Bonds is returned to the Paying Agent or if any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal or interest on Bonds are available to the Paying Agent for the benefit of the owner, all liability of the Issuer to the owner for interest or payment of the Bonds will cease, terminate and be completely discharged, and thereafter it shall be the duty of the Paying Agent to hold the funds, without liability for principal or such interest, for the benefit of the owner of the Bonds who shall thereafter be restricted exclusively to such funds for any claim on the owner's part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which interest or principal became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Paying Agent shall surrender any remaining funds to the Issuer whereupon any claim under this Resolution by the Owners of such interest or principal on the Bonds of whatever nature must be made upon the Issuer.

g. Registration and Transfer Fees. The Registrar shall furnish to each owner, at the Issuer's expense, one Bond for each annual maturity. The registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In any case any outstanding Bond becomes mutilated or destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for the mutilated Bond to Registrar, upon surrender of the mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that the Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur by the Issuer in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder or designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All payments will fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary of the Board of Directors shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall by manual signature authenticate the Bonds and deliver them to or upon order of the Purchaser. No Bond is valid or obligatory for any purpose or entitled to any right or benefit unless the Registrar

manually endorses and executes on the Bond a certificate of authentication substantially in the form of the certificate herein set forth. The certificate is conclusive evidence that the authenticated Bond has been duly issued under this Resolution and that the holder is entitled to the benefits of this Resolution.

Bonds may not be authenticated and delivered by the Registrar unless and until there have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Secretary of the Board of Directors, directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., bond counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice of each registered Bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

(Form of Bond)

"Registered"

"Registered"

Certificate No. _____

Principal Amount: \$ _____

STATE OF IOWA
INDEPENDENCE COMMUNITY SCHOOL DISTRICT
COUNTIES OF BUCHANAN AND BENTON
GENERAL OBLIGATION SCHOOL BONDS, SERIES 2012

<u>Rate</u>	<u>Maturity</u>	<u>Bond Date</u>	<u>CUSIP Nò.</u>
____%	_____	_____, 2012	_____

The Independence Community School District, in the Counties of Buchanan and Benton, State of Iowa, a school corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

CEDE & CO.

or registered assigns, the principal sum of (principal amount written out) Thousand Dollars in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender at the designated office of Bankers Trust Company, Paying Agent of this issue, or successor, with interest on the sum from the date hereof until paid as the per annum specified above, payable on November 1, 2012, and semiannually thereafter on the 1st day of May and November in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and a certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to another entity as requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch the registered owner hereof, Cede & Co., has an interest herein.

This Bond is issued pursuant to the provisions of Iowa Code chapter 296 for the purpose of paying costs to build, furnish and equip a junior/high school building and to improve the site, in conformity to a Resolution passed and approved by the Board of Directors of the District.

This Bond is a "qualified tax-exempt obligation" designated by the School District for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

Bonds maturing after May 1, 2020, may be called for redemption by the Issuer on that date, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' notice of redemption to the registered owner of the Bond. Failure to give such notice by ordinary mail to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Notice must be given by ordinary mail to the owner of record of the Bond at the address shown on the books of the Registrar and is deemed completed upon mailing.

If selection by lot within a maturity is required, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached.

Ownership of this Bond may be transferred only by transfer upon the books kept by Bankers Trust Company, the Registrar. Transfer on the books may occur only upon surrender of this Bond at the office of the Registrar, together with an assignment executed by the owner or authorized attorney in form satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall promptly give notice to registered bondholders of the change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is represented and certified that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to be done precedent to and in the issuing of this Bond have been properly done, happened and been performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the Issuer are irrevocably pledged for the prompt payment hereof, both principal and interest; and that the total indebtedness of the Independence Community School District in the Counties of Buchanan and Benton, State of Iowa, including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer, by its Board of Directors, has caused this Bond to be signed by the manual or facsimile signature of the President of the Board and attested by the manual or facsimile signature of the Secretary of the Board, and to be authenticated by the manual signature of Bankers Trust Company of Des Moines, Iowa.

Date of authentication: **Closing Date**

This is one of the Bonds described in the Resolution, as registered by Bankers Trust Company of Des Moines, Iowa,

BOARD OF DIRECTORS OF THE
INDEPENDENCE COMMUNITY SCHOOL
DISTRICT IN THE COUNTIES OF
BUCHANAN AND BENTON, STATE OF
IOWA

BANKERS TRUST COMPANY
OF DES MOINES, IOWA, Registrar

By: (manual or facsimile signature)
President of the Board

By: _____
Authorized signature

ATTEST:

By: (manual or facsimile signature)
Secretary of the Board

Registrar and Transfer Agent: Bankers Trust Company

Paying Agent: Bankers Trust Company

(Seal)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) this Bond and constitutes and appoints _____ attorney in fact to transfer this Bond on the books kept for registration of this Bond, with full power of substitution in the premises.

Dated _____.

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent which may require signatures to be guaranteed by certain eligible guarantor institutions which participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax
Identification Number of
Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship
and not as tenants in common

IA UNIF TRANS MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Iowa Uniform Transfers to Minors
Act. _____
(State)

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the School District and the Purchaser of the Bonds.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Bonds it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are incorporated by reference as part of this Resolution. The Treasurer is directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date. The Treasurer is directed to deliver a certificate at issuance of the Bonds to certify as to the reasonable expectations of the Issuer at that date.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution.

Section 16. Severability Clause. If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity will not affect any of the remaining provisions, and this Resolution shall become effective immediately upon its passage and approval.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the outstanding Bonds that the

Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate which Tax Exemption Certificate shall constitute part of the contract between the Issuer and the Owners of the Bonds; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer with such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of bond counsel, amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 19. Successor Clause. The Issuer will maintain its corporate existence, and in the event of reorganization of any kind, the resolutions and the obligations of the Issuer are binding upon any successor or assigns.

Section 20. Repeal of Conflicting Resolutions or Ordinances. That all resolutions and parts resolutions in conflict are hereby repealed.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to the Internal Revenue Code of the United States, the Issuer designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt government and Code Section 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

PASSED AND APPROVED this 16th day of April, 2012.

President of the Board of Directors

ATTEST: _____

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BUCHANAN)

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

WITNESS my hand this _____ day of _____, 2012.

Secretary of the Board of Directors of the
Independence Community School District