

BOARD REPORT

January 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

January 12, 2012

To: All School Board Members

From: Jean Peterson, Superintendent

Brian C. Eddy – DD #1 '15
Stacy Henderson – At-Large '13
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, January 16, 2012** beginning at **6:00 p.m.**
at the **School Administration Office**, 1207 First Street West, Independence, Iowa

1. PLEDGE OF ALLEGIANCE

A. Call to order

2. FRIEND OF EDUCATION

A. Lynda Fiester, First Presbyterian Church

We would like to thank the Lynda Fiester and the First Presbyterian Church for their donation of hats, mittens and gloves to the students at East Elementary.

B. Gina Trimble, Independence Rotary Club

We would like to thank Gina Trimble and the Independence Rotary Club for donating I Can Read DVDs to all Kindergarten students at East Elementary.

3. CONSIDERATION OF ACTION ON CONSENT ITEMS

A. Approval of the minutes of the regular meeting on December 19, 2011, the work session on December 19, 2011 and the work session on January 5, 2012. Motion 3.A.

I am seeking approval of the minutes.

B. Approval of Agenda

Motion

I am seeking approval of the agenda.

Second Readings:

	POLICY #	POLICY NAME
1.	406.1	Licensed Employee Salary Schedule
2.	406.2	Licensed Employee Salary Schedule Advancement
3.	406.3	Licensed Employee Continued Education Credit
4.	406.4	Licensed Employee Compensation for Extra Duty
5.	406.5	Licensed Employee Group Insurance Benefits
6.	406.6 & 406.6E1	Licensed Employee Tax Shelter Programs and Letter to Collective Bargaining Representative
7.	407.1	Licensed Employee Resignation
8.	407.2	Licensed Employee Contract Release

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

First Readings:

	POLICY #	POLICY NAME
1.	411.8*	Classified Employee Probationary Status (I am requesting the Board waive the second reading of this policy.)
2.	407.5	Licensed Employee Suspension
3.	407.6	Licensed Employee Reduction in Force
4.	408.1	Licensed Employee Professional Development
5.	408.2	Licensed Employee Publication or Creation of Materials
6.	408.3	Licensed Employee Tutoring
7.	409.1	Licensed Employee Vacation – Holidays – Personal Leave
8.	409.2	Licensed Employee Personal Illness Leave
9.	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

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

D. Transfers/Reassignments

Motion

NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	DATE
Nichole LaMarsh (Recall)	West Elem 5.75 hr Special Education Student Associate	East Elem 5.75 hr Special Education Student Associate	01/03/2012
Carol Smith (Recall)	East Elem 5.75 hr Special Education Student Associate	JSH 7.0 hr Regular Education Student Associate	01/03/2012

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

E. New Hires (pending acceptable background checks)

Motion

NAME	ASSIGNMENT	SALARY	DATE
Beckie Andersen	East Elem 2.5 hr/day, 3 days/wk After School Assoc	\$8.75/hr	02/06/2012
Susan Palmer	East Elem 2.5 hr/day, 3 days/wk After School Assoc	\$8.75/hr	02/06/2012
Tami Corbin	East Elem 6.5 hr Special Education Associate	\$8.75/hr	01/09/2012
Loren Pink	Jr High Boys Basketball Numbers Coach – 8th Grade	\$2,034	01/06/2012
Sue Ann Raymond	East Elem After School Interventionist Teacher	\$18.98/hr	02/06/2012

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

F. Resignations

Motion

NAME	ASSIGNMENT	DATE
Stewart Bagley	West Elementary 8.0 hr Custodian	01/06/2012
Bill Duffy	Head Football Coach – Grades 9-12	01/09/2012

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

G. Termination of Contract – Classified Staff

Motion

I am seeking approval of the following termination pursuant to board policy 411.8 effective December 21, 2011:

- *Cheryl Close, West Elementary 2.25 hr Dishwasher/Food Service Assistant*

Roll Call Vote

H. Approval of Financial Reports

Motion 3.H.

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

4. ANNOUNCEMENTS, COMMUNICATIONS and PRESENTATIONS

- A. Comments from the public
- B. Comments from the Board/Superintendent
- C. Presentations
 1. West Elementary – 4th Grade and 6th Grade
 2. Teacher, Parent and Student Surveys – Sandy Merritt

5. REPORTS

- A. Building Administrator Reports
 1. Senior High School
 2. Junior High School
 3. West Elementary
 4. East Elementary/Early Childhood Center

5.A.

B. Activities Director Report

5.B.

C. School Improvement/Curriculum Director Report

5.C.

D. Technology Report

5.D.

E. Food Service Report

5.E.

F. Buildings & Grounds Report

5.F.

G. Transportation Report

5.G.

6. OLD BUSINESS

A. New Junior-Senior High School Facility

Discussion

B. Board Goals

Discussion 6.B.

7. NEW BUSINESS

A. 2012-2013 School Calendar

Discussion 7.A.

B. Travel Request - Speech

Motion 7.B.

I am seeking approval for Dan Putz and the Speech Team to travel to Minneapolis, MN in March of 2012 for the Speech Field Trip. The team would be leaving Friday, March 2, 2012 and returning Sunday, March 4, 2012.

C. Buchanan County Success Center Early Graduation Applicants

Motion 7.C.

I am seeking approval of the early graduates from the Buchanan County Success Center.

D. Fusion Forward Contract

Motion 7.D.

I am seeking approval to enter into the contract with Fusion Forward.

E. Waste Management Contract

Motion 7.E.

I am seeking approval to enter into the contract with Waste Management for the garbage pickup at the Bus Garage.

F. Disney Destinations Agreement

Motion 7.F.

I am seeking approval to enter into the agreement with Disney Destinations as part of the 2012-2013 Band/Choir trip to Florida.

G. Cooperative Agreement with Iowa State University

Motion 7.G.

I am seeking approval to enter into the agreement with Iowa State University to be a clinical placement site for students.

H. Agreement with Grosh Scenic Rentals

Motion 7.H.

I am seeking approval to enter into the agreement with Grosh Scenic Rentals for the Spring Musical backdrops.

8. ADJOURNMENT

Motion

EXEMPT SESSION
Negotiations Strategy Session

UPCOMING MEETINGS –

Tuesday, January 17th Public Hearing 5:00 p.m.(2012-2013 School Calendar)/Special Session 5:15 p.m. -
Central Office Board Room, Independence

Monday, February 27th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence

Monday, March 19th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence

Monday, April 16th Regular Meeting 6:00 p.m. - Rowley Community Center

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

Independence Community School Board Minutes
Regular Meeting
December 19, 2011

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. Friend of Education

1-A Val Maximovich, mentoring coordinator, thanked Independence Light & Power, Telecommunications for their donation to the Independence Schools Mentoring Program.

1-B Mrs. Merritt thanked Buchanan County ISU Extension and Outreach for their donation of pencils to the students of the District.

1-C Mrs. Merritt thanked the Shalom Circle from the Immanuel Lutheran Church for their donation of hats, gloves, coats and snow pants to the students of the District.

1-D Mrs. Merritt thanked Elizabeth Luebbers for donating ice pack covers to East and West Elementary and book bags for the backs of student chairs for two classrooms.

2. Spotlight on Education

2-A Mrs. Sornson recognized and honored seven Independence High School students for being named All-State Musicians. Devan Cummings, Jasmine Fischels, Whitney Schommer and Austin Wright were selected for All-State Band and Rachel Barloon, Hannah Butler and Madi Diesburg were selected for All-State Choir. These seven musicians were selected to be in the 2011 Iowa High School All State Concert held Saturday, November 19th in Ames. She also recognized their sponsors David Lang and Roger Barloon.

3. Consideration of Consent Items:

Motion Smith, second Christensen to approve the following consent items 3-A, 3-B, 3-C, 3-D, 3-E, 3-F and 3-G. With Correction to the November 21st minutes to show Rusty Donnelly attending the IASB convention, not Eric Smith. All voted "aye". Motion carried.

3-A Approval of Minutes of the regular meeting on November 21, 2011 and the special session on November 30, 2011.

3-B Approval of Agenda

3-C Approval of Board Policies (all policies may be reviewed in the Admin. Building)

Second Readings:

	POLICY #	POLICY NAME
1.	405.1	Licensed Employee Defined
2.	405.2	Licensed Employee Qualifications, Recruitment, Selection
3.	405.3	Licensed Employee Individual Contracts
4.	405.4	Licensed Employee Continuing Contracts
5.	405.5	Licensed Employee Work Day
6.	405.6	Licensed Employee Assignment
7.	405.7	Licensed Employee Transfers
8.	405.8	Licensed Employee Evaluation
9.	405.9	Licensed Employee Probationary Status
10.	405.10	Licensed Employee Organization Affiliation

First Readings:

	POLICY #	POLICY NAME
1.	406.1	Licensed Employee Salary Schedule
2.	406.2	Licensed Employee Salary Schedule Advancement
3.	406.3	Licensed Employee Continued Education Credit
4.	406.4	Licensed Employee Compensation for Extra Duty
5.	406.5	Licensed Employee Group Insurance Benefits
6.	406.6 & 406.6E1	Licensed Employee Tax Shelter Programs and Letter to Collective Bargaining Representative
7.	407.1	Licensed Employee Resignation
8.	407.2	Licensed Employee Contract Release

3-D Transfers/Reassignments

NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	DATE
Diane Shonka	East Elem 5.75 Sp Ed Assoc	JSH 7.5 hr Sp Ed Assoc	12/05/2011
Brenda Zimmerly	West Elem 4 hr Food Service	West Elem 5.75 hr Food Service	12/01/2011

3-E New Hires

NAME	ASSIGNMENT	SALARY	DATE
Melissa Appleby	East Elem 2.0 hr Dishwasher/Food Service Assistant	\$8.75/hr	12/7/2011

3-F Resignations

NAME	ASSIGNMENT	DATE
Kathy Eilers	East Elem 6.5 hr Special Education Associate	12/21/2011

3-G Approval of Financial Reports

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

4. 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. Smith – Attended the artist showcase at the public library. Commented how nice it was to see some of our local Junior/Senior High School students art on display. He also attended both the 5th-6th grade band concert and the elementary Christmas concert. He appreciates all the work the teachers put in to make these events happen. He reminded the community the Sunday Trivia Night to be held on January 15th at Bill's Smokehouse. All proceeds will benefit the new Junior/Senior High Facility. Everyone is welcome to attend.

Mr. Christensen attended the Junior/Senior High vocal concert and enjoyed listening to the music.

Ms. Peterson reported that her and Mrs. Engel attended a two day ISFLC conference in Des Moines on financial health analysis. She also read "The Polar Express" to the Kindergarten classes last Friday and really enjoyed her time back in the classroom.

Mr. Eddy reported that he attended the Mentor meal put together by Val Maximovich at the Junior High where mentors waited on the children during lunch periods. It was enjoyed by all in attendance.

Presentations:

Ms. Dietzenbach and Ms. Elzey gave a presentation to the Board about the "X-Read Program" they are teaching at the Junior High School. This is the third year for the program and it is designed to help children that are below the 50% ranking on their ITBS scores with extended reading time and strategies.

Mrs. Merritt also presented to the Board regarding student data and the No Child Left Behind Act. She is working on a format to help publicly communicate the numbers behind the data and what drives those figures.

5. 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.

6. OLD BUSINESS

6-A New Junior-Senior High School Facility

Discussion was lead by Architect, Brad Simonson of HSR Associations. Mr. Simonson presented an updated drawing of the site plan. More detailed talks will begin in January 2012 regarding the site plan. The Board gave Mr. Simonson the "thumbs up" for the final physical location of the new building.

7. NEW BUSINESS

7-A Changes in GLE's

Motion Smith, second Donnelly to approve to delete the 3rd grade LA GLE, LA3.08, which states "The student will develop cursive writing and incorporate it in reading and writing."

We are also seeking approval to delete the 4th grade math GLE, MA.04.08 which states "Students will gather and organize data to construct graphs and evaluate the data." Finally we are also seeking approval of the 6th grade math GLEs as presented to the board in the November and December board packets. All voted "aye". Motion carried.

7-B Junior-Senior High School Early Graduation Applicants

Motion Christensen, second Henderson to approve three additional seniors for early graduation. They will graduate in January of 2012, at the end of 2nd term, if they have earned the required fifty-four (54) credits. All voted "aye". Motion carried.

7-C Mustang Foundation Auction Items

Motion Christensen, second Smith to approve the Mustang Foundation's request to auction off four free passes as part of a package with four reserved seats to all home sophomore/varsity football games in 2012 and a Family Activity Pass for 2012-2013 at the Foundation Banquet on January 21, 2012. All voted "aye". Motion carried.

7-D Employee Severance Plans

Motion Donnelly, second Christensen to approve the Licensed and Classified Employee Early Retirement Plan Policies (Policies 407.3, 407.4, 413.2 and 413.3). I am requesting the Board waive the second readings of these policies. Henderson, Donnelly, Christensen and Eddy voted "aye", Smith voted "nay". Motion carried 4-1.

7-E Solvency Ratio Policy

Motion Smith, second Christensen to approve new Policy 703.3, Recommended Solvency Ratio. I am requesting the Board waive the second reading of this policy. All voted "aye". Motion carried

ADJOURNMENT

Motion Smith, second Henderson to adjourn the meeting at 7:52 p.m. All voted "aye". Motion carried.

Brian C. Eddy
Chairperson

Lynnette Engel
Board Sec./Treas.

Independence Community School Board Minutes
Work Session
December 19, 2011

A work session of the Independence Community School Board was called to order at 7:59 p.m. by Chairperson Brian C. Eddy at the Administration Building, Independence, Iowa.

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

Superintendent Present: Jean Peterson

Board Sec./Treas. Present: Lynnette Engel

1. BOARD GOALS –

The Board discussed revising the current Board goals to align with the new Board members and what their vision for the District is going forward. Some of the ideas they had were: Obtain and sustain academic excellence, fiscal responsibility, overall activities achievement, establishing a strong marketing/public relations program, long term facility planning and completing the new facility, on-time and under-budget. The Board will elaborate and solidify their goals at a future work session.

2. ADJOURNMENT - Motion Smith, second Henderson to adjourn the meeting at 8:53 p.m. All voted "Aye". Motion carried.

Brian C. Eddy
Chairperson

Lynnette Engel
Board Secretary

Independence Community School Board Minutes
Work Session
January 5, 2012

A work session of the Independence Community School Board was called to order at 5:04 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

By Phone: John Christensen

Superintendent Present: Jean Peterson

Board Sec./Treas. Present: Lynnette Engel

1. FACILITY PLANNING –

The Board was led in discussion by Brad Simonson from HSR Associates, Inc. regarding the five to 25 year future site plans for the 92 acre site. Discussion was also held regarding the location of the main road and how far to take it with the initial bid letting.

Mr. Christensen left the meeting at 6:35

Mrs. Engel left the meeting at 7:09

RECESS WAS TAKEN FROM 7:09-7:24

Discussion was also held regarding the upcoming workshop with the City Council.

2. ADJOURNMENT - Motion Donnelly, second Smith to adjourn the meeting at 8:15 p.m. All voted "Aye". Motion carried.

Brian C. Eddy
Chairperson

Jean Peterson
Superintendent

LICENSED EMPLOYEE SALARY SCHEDULE

The board shall establish salary schedules for licensed employees' positions keeping in mind the financial condition of the school district, the education and experience of the licensed employee, the educational philosophy of the school district, and other factors deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board annually regarding the salary schedule. The salary schedule shall be subject to review and modification through the collective bargaining process.

The requirements stated in the Master Contract between employees in that certified 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: 405 Licensed Employees - General
406.2 Licensed Employee Salary Schedule Advancement

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE SALARY SCHEDULE ADVANCEMENT

The board shall determine which licensed employees will advance on the salary schedule for the licensed employees' positions keeping in mind the financial condition of the school district, the education and experience of the licensed employee, the educational philosophy of the school district, and other considerations as determined by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board for the advancement of licensed employees on the salary schedule.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding salary schedule advancement of such employees shall be followed.

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

Cross Reference: 405 Licensed Employees - General
406 Licensed Employee Compensation and Benefits

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE CONTINUED EDUCATION CREDIT

Continued education on the part of licensed employees may entitle them to advancement on the salary schedule. Licensed employees who have completed additional hours will be considered for advancement on the salary schedule. The board shall determine which licensed employees will advance on the salary schedule for continued education keeping in mind the financial condition of the school district, the education and experience of the licensed employee, the educational philosophy of the school district, and any other items deemed relevant by the board.

Licensed employees who wish to obtain additional education for advancement on the salary schedule must notify their supervisor by September 1st of that year of the school year preceding the actual year when advancement occurs. This additional education must be in the same area as the education that was required of the employee to hold the employee's current position with the school district. For purposes of illustration only, a math teacher would advance on the salary schedule only if the additional education was in math courses. The superintendent has the discretion to approve credit outside the employee's area of endorsement or responsibility.

It shall be the responsibility of the superintendent to make a recommendation to the board for the advancement of a licensed employee on the salary schedule.

The requirements stated in the Master Contract between licensed employees in a certified collective bargaining unit and the board regarding continued education credit of such employees shall be followed.

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

Cross Reference: 405 Licensed Employees - General
406 Licensed Employee Compensation and Benefits

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE COMPENSATION FOR EXTRA DUTY

A licensed employee may volunteer or be required to take on extra duty, with the extra duty being secondary to the major responsibility of the licensed employee. The board shall establish a salary schedule for extra duty licensed employee positions keeping in mind the financial condition of the school district, the education and experience of the licensed employee, the educational philosophy of the school district, and other considerations as determined by the board.

Vacant extra duty positions, for which extra compensation will be earned, will be posted to allow qualified licensed employees to volunteer for the extra duty. If no licensed employee volunteers for extra duty, the superintendent shall assign the extra duty positions to qualified licensed employees. The licensed employee shall receive compensation for the extra duty required to be performed.

It shall be the responsibility of the superintendent to make a recommendation to the board annually as to which licensed employees shall have the extra duty, and the salary schedule for extra duty, for the board's review.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the compensation for extra duties of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.1, .4, .7, .9; 279.8, .13-.15, .19A-B (2003).

Cross Reference: 405 Licensed Employees - General
406 Licensed Employee Compensation and Benefits

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE GROUP INSURANCE BENEFITS

Licensed employees shall be eligible for group insurance and health benefits. 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 licensed employees.

The requirements stated in the Master Contract between employees in that certified 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, .27; 509; 509A; 509B (2003).

Cross Reference: 405.1 Licensed Employee Defined

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE TAX SHELTER PROGRAMS

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

Licensed 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 that certified 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 12/17/2007

Revised 01/19/2009

LETTER TO COLLECTIVE BARGAINING REPRESENTATIVE

Dear Collective Bargaining Representative:

Option I

On (date) I will be recommending the implementation of the attached policy to the board. The policy will become effective immediately upon the final approval of the board and will apply to all school district employees. Should you have any questions or concerns regarding the attached policy, please contact me by (date).

OR

Option II

Pursuant to Iowa Code § 20.9, I am notifying you, as the (local association president/UniServ director), of our intent to adopt the attached policy. If you elect to bargain over the subject matter addressed in the attached policy on behalf of the (name of the association/union), please contact me by (date).

Sincerely,

Superintendent/Negotiator
Independence Community School District

cc: School Attorney/Negotiator

LICENSED EMPLOYEE RESIGNATION

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board.

The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school district.

Legal Reference: Iowa Code §§ 91A.2, .3, .5; 279.13, .19A (2003).

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
407 Licensed Employee Termination of Employment

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE CONTRACT RELEASE

Licensed employees who wish to be released from an executed contract must give at least twenty-one days notice to the superintendent. Licensed employees may be released at the discretion of the board. Only in unusual and extreme circumstances will the board release a licensed employee from a contract. The board shall have sole discretion to determine what constitutes unusual and extreme circumstances.

Release from a contract shall be contingent upon finding a suitable replacement. Licensed employees requesting release from a contract after it has been signed and before it expires will be required to pay the board in the amount of \$500.00 for advertising for a replacement and cost of administrative expenses to find a replacement. Upon written mutual agreement between the employee and the superintendent, the costs may be deducted from the employee's salary. Payment of these costs shall be a condition for release from the contract. Failure of the licensed employee to pay these expenses may result in a cause of action being filed in small claims court.

The superintendent is authorized to file a complaint with the Board of Educational Examiners against a licensed employee who leaves without proper release from the board.

Legal Reference: Iowa Code §§ 216; 272; 279.13, .19A, .46 (2003).
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
407.3 Licensed Employee Retirement

Approved 11/1/2004

Reviewed _____

Revised 11/19/2007

CLASSIFIED EMPLOYEE PROBATIONARY STATUS

The first ~~30~~ **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 _____

LICENSED EMPLOYEE SUSPENSION

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

In the event of a suspension, appropriate due process shall 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; 279.13, .15-.19, .27 (2003).

Cross Reference: 404 Employee Conduct and Appearance
407 Licensed Employee Termination of Employment

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE REDUCTION IN FORCE

The Board has the exclusive authority to determine the appropriate number of licensed employees. A reduction of licensed employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, and other reasons deemed relevant by the Board.

The reduction in licensed employees, other than administrators, will be done through normal attrition if possible. If normal attrition does not meet the necessary reduction in force required, the Board may terminate licensed employees.

It shall be the responsibility of the superintendent to make a recommendation for termination to the Board. The superintendent shall consider the following criteria in making the recommendations:

- Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;
- Relative skills, ability and demonstrated performance;
- Qualifications for co-curricular programs; and
- Number of continuous years of service to the school district. This will be considered only when the foregoing factors are relatively equal between licensed employees.

Due process for terminations due to a reduction in force shall be followed.

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

Legal Reference: Iowa Code §§ 20.7, .24; 279.13, .15-.19, .27 (2003).

Cross Reference: 407.5 Licensed Employee Suspension
413.6 Classified Employee Reduction in Force
703 Budget

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE PROFESSIONAL DEVELOPMENT

The Board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The Board shall maintain and support an in-service program for licensed employees.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, shall be made to the principals. Approval of the superintendent must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

The superintendent shall have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent. Requests that are in excess of 200 miles and overnight travel must also be approved by the Board.

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

Legal Reference: Iowa Code § 279.8 (2003).
281 I.A.C. 12.7.

Cross Reference: 405.10 Licensed Employee Organization Affiliation
414.10 Classified Employee Professional Purposes Leave

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE PUBLICATION OR CREATION OF MATERIALS

Materials created by licensed employees and the financial gain therefrom shall be the property of the school district if school materials and time were used in their creation and/or such materials were created in the scope of the licensed employee's employment. The licensed employee must seek prior written approval of the superintendent concerning such activities.

Legal Reference: Iowa Code § 279.8 (2003).

Cross Reference: 401.3 Employee Conflict of Interest
606.6 Student Production of Materials and Services

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE TUTORING

Every effort will be made by the licensed employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by licensed employees may be approved by the superintendent.

Licensed employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the superintendent.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

Legal Reference: Iowa Code §§ 20.7; 279.8 (2003).

Cross Reference: 401.3 Employee Conflict of Interest
402.7 Employee Outside Employment

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE VACATION - HOLIDAYS - PERSONAL LEAVE

The Board shall determine the amount of vacation, holidays, and personal leave that will be allowed on an annual basis for licensed employees.

It shall be the responsibility of the superintendent to make a recommendation to the Board annually on vacations, holidays, and personal leave for licensed employees.

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

Legal Reference: Iowa Code §§ 1C.1-2; 4.1(34); 20.9 (2003).

Cross Reference: 414.1 Classified Employee Vacations - Holidays - Personal Leave
601.1 School Calendar

Approved 11/1/2004

Reviewed 12/17/2007

Revised _____

LICENSED EMPLOYEE PERSONAL ILLNESS LEAVE

Licensed employees shall be granted fifteen days of sick leave in their first year of employment. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee shall report for work at least one full work day prior to receiving sick leave benefits. A returning employee will be granted the appropriate number of days at the beginning of each fiscal year.

Sick leave may be accumulated up to a maximum of 120 days for licensed employees.

Should the personal illness occur after or extend beyond the sick leave accumulated allowance, the employee may apply for disability benefits under the group insurance plan. If the employee does not qualify for disability benefits, the employee may request a leave of absence without pay.

Evidence may be required regarding the mental or physical health of the employee when the administration has a concern about the employee's health. Evidence may also be required to confirm the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It shall be within the discretion of the Board or the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee shall comply with the board policy regarding family and medical leave.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the Board regarding the personal illness 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.* (1994)
 29 C.F.R. Pt. 825 (2002).
 Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2003).
 1980 Op. Att'y Gen. 605.
 1972 Op. Att'y Gen. 177, 353.
 1952 Op. Att'y Gen. 91.

Cross Reference: 403.2 Employee Injury on the Job
 409.3 Licensed Employee Family and Medical Leave

Approved 11/1/2004

Reviewed _____

Revised 08/18/2008

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.

Independence Community School District

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Period Vendor Report by Fund

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Fund: 10 OPERATING FUND

<u>Vendor Name</u>		<u>Total</u>
ACCENT LASER SERVICES	SUPPLIES	349.85
ACHIEVEMENT PRODUCTS	SUPPLIES	45.85
ADVANCED SYSTEMS INC	SUPPLIES	76.18
AHLERS AND COONEY, P.C.	SERVICES	264.00
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	136.48
B & B BOOK SUPPLY	BOOKS	225.00
BEYER, JAYME	REIMBURSEMENT	87.60
BEYOND PLAY	EQUIP/SUP	286.92
BIRDNOW MOTOR TRADE	PARTS/REPAIRS	696.71
BRANDON AREA COMMUNITY CENTER	RENT	50.00
BROWER SCHOOL BUS PARTS INC	REPAIRS/MAINT	331.75
BUDGETEXT, INC.	TEXTBOOKS	254.40
BUSINESS SYSTEMS INC.	SUPPLIES	1,788.53
CDW GOVERNMENT LLC	SUP/EQUIP	630.27
CEDAR RAPIDS COMMUNITY SCHOOLS	REIM/TUIT/FEES	4,270.00
CHRISTOPHERSON & SONS LLC	SERVICE	96.10
CITY LAUNDERING CO	SERVICE	102.28
COE COLLEGE	REG FEES	300.00
COLLABORATIVE LEARNING INC	SUPPLIES	25.00
COMMUNICATIONS ENGINEERING CO.	SERVICES	138.60
CONNIE'S HALLMARK	SUPPLIES	14.21
CONSOLIDATED ENERGY CO/HARTLAND FUEL DIESEL		6,430.49
CPI	DUES/FEES	125.00
CY & CHARLEY'S INC	REPAIRS/MAINT/SUPPLIES	770.00
DEPARTMENT OF EDUCATION	INSPECTION FEES	56.00
DON'S TRUCK SALES INC	SERVICE	169.30
DOORS INC.	IMP/SUP	28.50
DROSTE AUTO GLASS	SUPPLIES	60.00
EDUCATION CITY INC.	SUPPLIES	469.00
ELECTRICAL ENGINEERING & EQUIP	SUPPLIES	1,649.07
ESCHEN TARPY NAPA	SUPPLIES	96.39
EXCEPTIONAL PERSONS, INC	SERVICE	58.10
FAREWAY STORES INC	SUPPLIES	296.93
FASTENAL COMPANY	SUPPLIES	566.52
FESTOOL USA	SUPPLIES	525.00
FOUR OAKS-RESIDENTIAL	INSTRUCTION	6,471.30
FRIENDS OF FONTANA PARK	SUPPLIES	387.15
GAGE EXTERMINATING	SERVICES	280.00
HARDWARE HANK	SUPPLIES	16.98
HARRISON TRUCK CENTERS	PARTS/REPAIR	81.22
HATCH EARLY CHILDHOOD	SUPPLIES	2,361.51
HAWKEYE ACCESSIBILITIES	SERVICE	150.00
HAWKEYE FIRE & SAFETY	SUPPLIES	52.25
HEARTLAND PAPER COMPANY	SUP/EQUIPMENT	63.92
HOLIDAY INN-AIRPORT CONFERENCE	LODGING	206.08
I.C.S. NUTRITION FUND	SUPPLIES	27.69
IASB	DUES/FEES	210.00
IASBO	DUES/FEES	144.00

<u>Vendor Name</u>		<u>Total</u>
IMMANUEL LUTHERAN PRESCHOOL	REIMBURSEMENT	4,356.18
INDEPENDENCE BAND BOOSTERS	REIMBURSEMENT	909.71
INDEPENDENCE BULLETIN JOURNAL	SUPPLIES	37.00
INDEPENDENCE CHAMBER OF COMMERCE	DUES/FEES	119.00
INDEPENDENCE LIGHT & POWER	UTILITIES	17,454.65
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SERVICE	42.50
IOWA WATER MANAGEMENT, CORP.	SERVICE	1,505.00
JAYMAR BUSINESS FORMS INC	SUPPLIES	175.71
JOHN DEERE FINANCIAL	SUP/SRV/EQUIP	372.13
JW PEPPER & SON, INC.	SUPPLIES	396.97
KEBER, RACHEL	MILEAGE	18.14
KEPHART'S MUSIC CENTER INC	SUPPLIES	339.76
KIDSVILLE	REIMBURSEMENT	4,144.76
KWIK TRIP/KWIK STAR STORES	GASOLINE	1,658.99
LOCKETT, NANCY	SUPPLIES	592.40
LUTHER COLLEGE	REGISTRATION	109.00
LYNCH ROOFING & SIDING INC	IMPROVEMENTS	350.00
MARION INDEPENDENT SCHOOL DISTRICT	TUITION	1,323.69
MARTIN BROS DIST CO	SUPPLIES	313.99
MAXIMOVICH, VALERIE	REIMBURSEMENT	62.53
MENARDS	SUPPLIES	251.86
MIDAMERICAN ENERGY CO.	NATURAL GAS	7,378.83
NASCO	SUPPLIES	95.85
NEIBA	SERVICE	168.00
NEWS-2-YOU, INC.	SUPPLIES	140.00
NSAN, INC.	SERVICE	998.00
O'BRIEN, CHAD	REIMBURSEMENT	120.00
OFFICE DEPOT, INC	SUPPLIES	25.02
OFFICE TOWNE, INC.	SUPPLIES	423.43
PAETEC	UTILITIES	1,187.31
PELLETS INC	SUPPLIES	526.00
PITNEY BOWES	LEASE	107.00
PITNEY BOWES INC	SUPPLIES	19.99
PIZZA RANCH	SUPPLIES	50.00
PLUMB SUPPLY COMPANY	IMPROVEMENT	440.57
PRAIRIE FARMS DAIRY INC	DAIRY	3.51
READING READING BOOKS LLC	SUPPLIES	199.40
REINKOESTER, CASEY	MILEAGE	51.36
ROCKLER WOODWORKING & HARDWARE	SUPPLIES	420.76
SCHOLASTIC BOOK FAIRS	BOOKS	5,087.26
SCHOOL ADMINISTRATORS OF IOWA	SERVICES	2,030.00
SCHOOL BUS SALES	VEHICLE/SUPPLIES	65.57
SIGNS AND MORE	SUPPLIES	160.00
SOFTWARE UNLIMITED INC	SVC/SUPPLES/TRNG	320.00
SORG, CONNIE	REFUND	820.49
SOURCE SIGN LLC	SUPPLIES	1,169.80
SPAHN & ROSE LUMBER CO INC	SUPPLIES	227.79
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT	6,848.78

Fund: 10 OPERATING FUND

<u>Vendor Name</u>		<u>Total</u>
STAFF DEVELOPMENT FOR EDUCATORS	CONFERENCE	199.00
STARFALL EDUCATION	DUES/FEES	270.00
TALLCORN JAZZ FESTIVAL, UNI SCHOOL	DUES/FEES/REG	300.00
THE NEWS	ADS/LEGALS	438.33
TREASURER - MCIA IA CHAPTER	SERVICE	50.00
U.S. CELLULAR	TELEPHONE	648.82
UNIVERSITY BOOK & SUPPLY	SUPPLIES	122.25
VERN'S TRUE VALUE	SUPPLIES	902.40
VISA CARD SERVICES	SUPPLIES	2,217.26
WALMART COMMUNITY	SUPPLIES	537.21
WASTE MANAGEMENT OF WI-MN	SERVICE	2,032.00
WATERLOO COMMUNITY SCHOOLS	OE TUITION	777.20
WEBER PAPER COMPANY	SUPPLIES	138.70
ZIESER, RHONDA	REIMBURSEMENT	91.20
Vendors Listed:	110	Total: 104,265.19

Fund: 21 STUDENT ACTIVITY FUND

<u>Vendor Name</u>		<u>Total</u>
ANDREWS, RANDY	OFFICIAL	470.00
BECKMAN HIGH SCHOOL	ENTRY FEE	60.00
BEHAN, GERALD	OFFICIAL	50.00
BENTON COMMUNITY SCHOOLS	ENTRY FEES	80.00
BILL'S PIZZA & SMOKEHOUSE	SUPPLIES	679.00
COOK, JAYSON	OFFICIAL	187.00
DESIGNS UNLIMITED	SUPPLIES	117.00
DUDLEY, JACOB	OFFICIAL	340.80
FRATZKE, MILISSA	REFUND	150.00
GRAPHIC EDGE	SUPPLIES	1,928.64
HAMPTON INN AMES	LODGING	288.96
HAYES, DANIEL	OFFICIAL	289.92
HOFFERT, CHRIS	OFFICIAL	85.00
IOWA SPORTS SUPPLY INC	SUPPLIES	231.82
JOSTENS INC	SUPPLIES	6,801.94
KEPHART'S MUSIC CENTER INC	SUPPLIES	75.95
KNICKREHM, DOUG	OFFICIAL	85.00
KURT, KENDALL	REFUND	55.00
LENOX, ERIC	OFFICIAL	214.00
MAIS, LARRY	OFFICIAL	184.60
MAY, ANDREW	OFFICIAL	78.72
MICROTEL AMES	LODGING	564.48
MILLENNIUM THERAPY	SERVICES	1,000.00
MITCHELL, MIKE	OFFICIAL	187.00
MUSIC THEATRE INTERNATIONAL	FEES	35.00
OAKES, CODY	OFFICIAL	50.00
OLSON, ERIC	OFFICIAL	60.00
PACE SUPPLY	SUPPLIES	702.00
PEPSI-COLA GEN BOT IN	SUPPLIES	1,361.87
R & H THEATRICALS	SUPPLIES	16.00
RATCHFORD, MICHAEL	OFFICIAL	120.00
SAM'S CLUB DIRECT	SUPPLIES	796.68
SCHOFIELD, DAN	OFFICIAL	85.00
SCHOLASTIC BOOK CLUBS	SUPPLIES	127.00
SCHOLZ, SCOTT	OFFICIAL	85.00
SOUKUP, SCOTT	OFFICIAL	64.32
SPIELMAN, CHUCK	OFFICIAL	85.00
STEPHAN, DAVID	OFFICIAL	85.00
TROTT TROPHIES	SUPPLIES	16.30
TURNER, TYLER	OFFICIAL	85.00
VINTON-SHELLSBURG HIGH SCHOOL	ENTRY FEE	80.00
VISA CARD SERVICES	SUPPLIES	522.08
VORLAND, RANDY	OFFICIAL	85.00
WALMART COMMUNITY	SUPPLIES	207.00
WEST DELAWARE HIGH SCHOOL ATHLETICS	SPORTS FEES	720.00
WESTERN DUBUQUE HIGH SCHOOL	FEES	90.00
WILSON, DAVID	SERVICE	120.00
WILTGEN, CHRIS	OFFICAL	85.00

Vendor NameTotal

Vendors Listed:

48

Total:

19,888.08

<u>Vendor Name</u>		<u>Total</u>
AUL	EMPLOYEE INVESTMENTS	235.54
Vendors Listed:	1	Total: <u>235.54</u>

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Fund: 33 LOCAL OPTION SALES AND SERVICES TAX

<u>Vendor Name</u>		<u>Total</u>
HSR ASSOCIATES INC	SERVICES	150,000.00
PIPER JAFFRAY & CO.	SERVICE	24,230.00
PLUMB SUPPLY COMPANY	IMPROVEMENT	7,584.00
Vendors Listed:	3	Total: 181,814.00

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Fund: 36 PHYSICAL PLANT & EQUIPMENT

<u>Vendor Name</u>		<u>Total</u>
CDW GOVERNMENT LLC	SUP/EQUIP	1,898.20
GISSEL CONSTRUCTION	IMPROVEMENTS	15,600.00
JOHNSTONE SUPPLY	IMPROVEMENT	1,219.42
MIRACLE RECREATION EQUIPMENT COMPANY	SUP/EQUIP/IMPROV	1,984.56
SCHOOL BUS SALES	VEHICLE/SUPPLIES	1,850.00
SPAHN & ROSE LUMBER CO INC	SUPPLIES	1,982.37
VIPS	EQUIP/IMPROVEMENT	3,660.58
Vendors Listed:	7	Total: 28,195.13

Fund: 61 SCHOOL NUTRITION FUND

<u>Vendor Name</u>		<u>Total</u>
GOODWIN TUCKER GROUP	REPAIRS/MAINT	547.67
HAWKEYE FOODSERVICE	SUPPLIES	24,570.93
INTERSTATE BRANDS CORP.	BREAD	2,482.04
KIDSVILLE	REIMBURSEMENT	337.50
MYERS-COX CO	SUPPLIES	2,289.51
OFFICE TOWNE, INC.	SUPPLIES	120.96
PRAIRIE FARMS DAIRY INC	DAIRY	5,609.75
STONE CITY DISTRIBUTION	SUPPLIES	940.80
Vendors Listed:	8	Total: 36,899.16

Fund: 91 AGENCY POP FUND

<u>Vendor Name</u>		<u>Total</u>
BLAND'S FLOWER SHOP INC	FLOWERS	33.00
HAUSERS WATER SYSTEM	SUPPLIES	16.00
MARY'S FLOWER PATCH	SUP/SRV	17.00
Vendors Listed:	3	Total: <u>66.00</u>

<u>Vendor Name</u>	<u>Vendor Description</u>	
Checking	1	
Checking Account: 1	Fund: 10	OPERATING FUND
A1 SEWER & DRAIN CLEANING SVC LLC	SERVICE	
	Vendor Total:	105.00
ACCENT LASER SERVICES	SUPPLIES	
	Vendor Total:	527.75
ACHIEVEMENT PRODUCTS	SUPPLIES	
	Vendor Total:	195.33
ADVANCED SYSTEMS INC	SUPPLIES	
	Vendor Total:	76.18
AHLERS AND COONEY, P.C.	SERVICES	
	Vendor Total:	440.00
APPLE INC	EQUIPMENT	
	Vendor Total:	538.00
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	
	Vendor Total:	855.00
B & R ERECTORS, INC.	SERVICE	
	Vendor Total:	450.00
BG BRECKE INC	IMPROVEMENTS	
	Vendor Total:	140.05
BUSINESS SYSTEMS INC.	SUPPLIES	
	Vendor Total:	535.30
CDW GOVERNMENT LLC	SUP/EQUIP	
	Vendor Total:	3,587.32
CENTER POINT-URBANA COMMUNITY SCHOOL	OE TUITION	
	Vendor Total:	36,768.75
CITY LAUNDERING CO	SERVICE	
	Vendor Total:	25.43
CONSOLIDATED ENERGY CO/HARTLAND FUEL	DIESEL	
	Vendor Total:	5,050.07
CY & CHARLEY'S INC	REPAIRS/MAINT/SUPPLIES	
	Vendor Total:	296.00
DENNY'S SERVICE & REPAIR	REPAIRS	
	Vendor Total:	53.00
DON'S TRUCK SALES INC	SERVICE	
	Vendor Total:	354.67
EAST BUCHANAN COMMUNITY SCHOOL	REIMB/FEES/TUIT	
	Vendor Total:	28,091.33
ELECTRICAL ENGINEERING & EQUIP	SUPPLIES	
	Vendor Total:	882.85
ESCHEN TARPY NAPA	SUPPLIES	
	Vendor Total:	341.36
EXCEPTIONAL PERSONS, INC	SERVICE	
	Vendor Total:	49.92
FAREWAY STORES INC	SUPPLIES	
	Vendor Total:	73.73
FOUR OAKS-RESIDENTIAL	INSTRUCTION	
	Vendor Total:	13,234.58
FUSION FORWARD	SERVICES	
	Vendor Total:	1,930.00

<u>Vendor Name</u>	<u>Vendor Description</u>		
GAGE EXTERMINATING	SERVICES	Vendor Total:	215.00
GIDDINGS, BETTY	REIMBURSEMENT	Vendor Total:	25.54
GRAYBILL COMMUNICATIONS	SUPPLIES	Vendor Total:	685.15
HARDWARE HANK	SUPPLIES	Vendor Total:	179.88
HAWKEYE ACCESSIBILITIES	SERVICE	Vendor Total:	300.00
HAWKEYE ALARM SIGNAL COMPANY	SERVICES	Vendor Total:	325.00
HAWKEYE BOOKSTORE	SUPPLIES	Vendor Total:	24.75
HOLIDAY INN-AIRPORT CONFERENCE CENTER	LODGING	Vendor Total:	183.68
HOWLETT, ROBERT	SRV	Vendor Total:	500.00
HUNT, KENDALL	SUPPLIES	Vendor Total:	512.82
IASB	DUES/FEES	Vendor Total:	250.00
IKON OFFICE SOLUTIONS	SUPPLIES/LEASE	Vendor Total:	9,519.00
INDEPENDENCE CHAMBER OF COMMERCE	DUES/FEES	Vendor Total:	100.00
INDEPENDENCE LIGHT & POWER	UTILITIES	Vendor Total:	16,877.88
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SERVICE	Vendor Total:	63.75
J. ROBERT HOPSON	SERVICE	Vendor Total:	2,200.00
JESUP COMMUNITY SCHOOL	TUIT/FEES/REIMB	Vendor Total:	36,768.75
JOHN DEERE FINANCIAL	SUP/SRV/EQUIP	Vendor Total:	189.09
JOHNSON, JULIE	MILEAGE	Vendor Total:	8.59
JW PEPPER & SON, INC.	SUPPLIES	Vendor Total:	70.00
KEBER, RACHEL	MILEAGE	Vendor Total:	30.24
KEPHART'S MUSIC CENTER INC	SUPPLIES	Vendor Total:	36.79
KIDSVILLE	REIMBURSEMENT	Vendor Total:	3,958.25
KWIK TRIP/KWIK STAR STORES	GASOLINE	Vendor Total:	1,457.10
MARION INDEPENDENT SCHOOL DISTRICT TUITION		Vendor Total:	1,323.69

<u>Vendor Name</u>	<u>Vendor Description</u>		
MARTIN BROS DIST CO	SUPPLIES	Vendor Total:	101.37
MAXIMOVICH, VALERIE	REIMBURSEMENT	Vendor Total:	138.42
MENTORING MINDS, LP	SUPPLIES	Vendor Total:	993.00
MERRITT, SANDRA	REIMBURSEMENT	Vendor Total:	46.95
MIDAMERICAN ENERGY CO.	NATURAL GAS	Vendor Total:	1,656.07
MYERS-COX CO	SUPPLIES	Vendor Total:	191.34
NATIONAL LIFE WORK CENTER	SUPPLIES	Vendor Total:	416.90
NEIBA	SERVICE	Vendor Total:	400.00
NORTH LINN COMMUNITY SCHOOL	TUIT/REG FEES	Vendor Total:	5,883.00
OELWEIN COMMUNITY SCHOOLS	TUIT/FEES/REIMB	Vendor Total:	5,883.00
OELWEIN PUBLISHING COMPANY	ADS/LEGALS	Vendor Total:	190.00
OFFICE DEPOT, INC	SUPPLIES	Vendor Total:	98.38
OFFICE TOWNE, INC.	SUPPLIES	Vendor Total:	19.99
OHL CONSTRUCTION, INC.	IMPROVEMENT	Vendor Total:	305.09
O'LOUGHLIN, PATRICIA	REIMBURSEMENT	Vendor Total:	48.00
O'REILLY AUTOMOTIVE, INC.	SUPPLIES	Vendor Total:	42.84
ORIENTAL TRADING CO	SUPPLIES	Vendor Total:	64.90
OVERHEAD DOOR CO OF WATERLOO INC	REPAIR	Vendor Total:	643.30
PAETEC	UTILITIES	Vendor Total:	1,186.79
PAUL FARKAS INSTALLATIONS	IMPROVEMENTS	Vendor Total:	350.00
PINICON FORD INC	SRV/SUP	Vendor Total:	245.34
PITNEY BOWES	LEASE	Vendor Total:	107.00
POWER, SAMANTHA	SERVICE	Vendor Total:	325.00
PRAIRIE FARMS DAIRY INC	DAIRY	Vendor Total:	6.80
RENAISSANCE LEARNING, INC.	SUP/EQUIP	Vendor Total:	7,649.22
RJS MOTORSPORTS & WELDING	IMPROVEMENT		

<u>Vendor Name</u>	<u>Vendor Description</u>		
		Vendor Total:	100.00
ROCKLER WOODWORKING & HARDWARE	SUPPLIES		
		Vendor Total:	251.40
SAWSTOP, LLC	SUPPLIES		
		Vendor Total:	280.00
SCHOOL BUS SALES	VEHICLE/SUPPLIES		
		Vendor Total:	161.78
SCHOOL SPECIALTY	SUPPLIES		
		Vendor Total:	565.85
SORG, CONNIE	REFUND		
		Vendor Total:	399.86
SOUTH SIDE LUMBER & EQUIPMENT	SUPPLIES		
		Vendor Total:	8.16
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT		
		Vendor Total:	4,549.87
SUPERIOR CLEANING SERVICES LTD	SERVICE		
		Vendor Total:	2,683.43
SUPERIOR WELDING INC	SUPPLIES		
		Vendor Total:	1,009.42
TEXTBOOK WAREHOUSE	SUPPLIES		
		Vendor Total:	55.50
THE NEWS	ADS/LEGALS		
		Vendor Total:	498.51
THERAPY & WELLNESS CONNECTION	SUP/SRV		
		Vendor Total:	90.00
THOMAS BUS SALES, INC.	SUPPLIES		
		Vendor Total:	511.73
THOMAS ELECTRIC MOTOR SERV INC	SRV/PARTS/SUP		
		Vendor Total:	89.90
TOM'S AUTO TRIM	SRV/SUP		
		Vendor Total:	475.00
U.S. CELLULAR	TELEPHONE		
		Vendor Total:	635.55
UNION COMMUNITY SCHOOLS	TUIT/FEES/REIMB		
		Vendor Total:	2,941.50
VERN'S TRUE VALUE	SUPPLIES		
		Vendor Total:	844.42
VINTON-SHELLSBURG COMM.SCHOOLS	TUIT/FEES/REIMB		
		Vendor Total:	6,030.08
VISA CARD SERVICES	SUPPLIES		
		Vendor Total:	1,887.55
WALMART COMMUNITY	SUPPLIES		
		Vendor Total:	870.47
WASTE MANAGEMENT OF WI-MN	SERVICE		
		Vendor Total:	2,201.96
WATERLOO COMMUNITY SCHOOLS	OE TUITION		
		Vendor Total:	2,353.20
WBC MECHANICAL, INC.	IMPROV/SUP/SRV		
		Vendor Total:	995.10
WEST MUSIC CO INC	SUP/SRV/EQUIP		
		Vendor Total:	242.39

<u>Vendor Name</u>	<u>Vendor Description</u>
ZIESER, RHONDA	REIMBURSEMENT

Vendor Total:	62.40
Fund Total:	228,194.30

Checking Account:	1	Fund: 22	MANAGEMENT FUND
AUL			EMPLOYEE INVESTMENTS

Vendor Total:	2,090.74
Fund Total:	2,090.74

Checking Account Total:	230,285.04
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Checking	2		
Checking Account:	2	Fund: 61	SCHOOL NUTRITION FUND
GOODWIN TUCKER GROUP			REPAIRS/MAINT

Vendor Total:	659.20
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HAWKEYE FOODSERVICE	SUPPLIES
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Vendor Total:	9,788.69
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I.C.S. GENERAL FUND	REIMBURSEMENT
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Vendor Total:	36.85
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INTERSTATE BRANDS CORP.	BREAD
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Vendor Total:	611.85
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KECK INC	SUPPLIES
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Vendor Total:	3,357.01
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KIDSVILLE	REIMBURSEMENT
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Vendor Total:	310.00
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OFFICE TOWNE, INC.	SUPPLIES
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Vendor Total:	81.56
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PRAIRIE FARMS DAIRY INC	DAIRY
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Vendor Total:	4,583.76
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STONE CITY DISTRIBUTION	SUPPLIES
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Vendor Total:	504.00
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Fund Total:	19,932.92
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Checking Account Total:	19,932.92
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Checking	3		
Checking Account:	3	Fund: 21	STUDENT ACTIVITY FUND
ABBOTT, PETER			OFFICIAL

Vendor Total:	85.00
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ALLMAN, STEVE	OFFICIAL
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Vendor Total:	85.00
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ANDREWS, RANDY	OFFICIAL
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Vendor Total:	100.00
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ARMEL, RAYMOND	OFFICIAL
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Vendor Total:	89.85
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BEHAN, GERALD	OFFICIAL
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Vendor Total:	100.00
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BREKENRIDGE, JOE	OFFICIAL
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Vendor Total:	85.00
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DRUVENGA, RANDALL K	OFFICIAL
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Vendor Total:	85.00
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DRYML, TIMOTHY	OFFICIAL
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Vendor Total:	85.00
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FOPMA, JOEL	OFFICIAL
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Vendor Total:	85.00
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GAU, ED	OFFICIAL
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Vendor Total:	85.00
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<u>Vendor Name</u>	<u>Vendor Description</u>		
GIELAU, ALAN	OFFICIAL	Vendor Total:	85.00
GOODMAN, PAUL	OFFICIAL	Vendor Total:	85.00
GUENTHER, MARK	OFFICIAL	Vendor Total:	110.00
INDEPENDENCE MUSTANG BOOSTER CLUB	SUPPLIES	Vendor Total:	6,152.44
KEHE, KIM	OFFICIAL	Vendor Total:	101.50
KOLDER, ROD	OFFICIAL	Vendor Total:	85.00
KUETHE, TIMOTHY	OFFICIAL	Vendor Total:	85.00
LAW, CHRIS	OFFICIAL	Vendor Total:	85.00
MADLOCK, ED	OFFICIAL	Vendor Total:	85.00
MARY'S FLOWER PATCH	SUP/SRV	Vendor Total:	14.00
MEINECKE, CHRIS	OFFICIAL	Vendor Total:	132.20
NEELEY, BRUCE	OFFICIAL	Vendor Total:	85.00
OAKES, CODY	OFFICIAL	Vendor Total:	150.00
RATCHFORD, MICHAEL	OFFICIAL	Vendor Total:	60.00
RIMA, DENNIS	OFFICIAL	Vendor Total:	85.00
ROSENDAHL, MARC	OFFICIAL	Vendor Total:	85.00
SAM'S CLUB DIRECT	SUPPLIES	Vendor Total:	226.02
SCHMIDT, MIKE	OFFICIAL	Vendor Total:	85.00
THOMAS, DAN	OFFICIAL	Vendor Total:	100.00
VISA CARD SERVICES	SUPPLIES	Vendor Total:	871.09
WEDGBURY, JASON	OFFICIAL	Vendor Total:	122.00
WEIAND, PETE	OFFICIAL	Vendor Total:	85.00
		Fund Total:	9,859.10
Checking Account: 3	Fund: 91 AGENCY POP FUND		
HAUSERS WATER SYSTEM	SUPPLIES	Vendor Total:	16.00
		Fund Total:	16.00
		Checking Account Total:	9,875.10

<u>Vendor Name</u>	<u>Vendor Description</u>		
Checking Account: 4	Fund: 33	LOCAL OPTION SALES AND SERVICES TAX	
HSR ASSOCIATES INC	SERVICES		
		Vendor Total:	150,000.00
LYNCH ROOFING & SIDING INC	IMPROVEMENTS		
		Vendor Total:	1,440.00
PLUMB SUPPLY COMPANY	IMPROVEMENT		
		Vendor Total:	3,503.66
		Fund Total:	154,943.66
Checking Account: 4	Fund: 36	PHYSICAL PLANT & EQUIPMENT	
RENAISSANCE LEARNING, INC.	SUP/EQUIP		
		Vendor Total:	6,838.22
		Fund Total:	6,838.22
		Checking Account Total:	161,781.88

Independence Community School District
01/10/2012

Expenditure Report by Facility/Object w/gaap
Regular; Processing Month 12/2011

Code #	Account Description	Budget	FYTD Net GAAP	% of Budget	Balance at Budget
10	OPERATING FUND				
100	Salaries	\$453,615.97	\$185,721.07	40.94%	\$267,894.90
200	Benefits	\$148,074.03	\$58,452.53	39.48%	\$ 89,621.50
300	Purchased Prof/Tech Svcs	\$100,501.75	\$51,301.47	51.05%	\$ 49,200.28
400	Purchased Property Svcs	\$45,449.26	\$20,699.80	45.54%	\$ 24,749.46
500	Other Purchased Svcs	\$726,103.11	\$143,972.49	19.83%	\$582,130.62
600	Supplies	\$34,844.61	\$29,939.46	85.92%	\$ 4,905.15
700	Property	\$91,292.77	\$80,239.25	87.89%	\$ 11,053.52
800	Debt Services	\$2,000.00	\$1,940.29	97.01%	\$ 59.71
900	AEA Flow-Through	\$644,080.28	\$644,080.28	100.00%	\$ 0.00
0000	DISTRICTWIDE (Chad, Mark, Rick, Val, partials of specific districtwide teachers)	\$2,245,961.78	\$1,216,346.64	54.16%	\$1,029,615.14
100	Salaries	\$269,776.44	\$107,067.09	39.69%	\$162,709.35
200	Benefits	\$45,670.89	\$23,966.49	52.48%	\$ 21,704.40
300	Purchased Prof/Tech Svcs	\$4,292.98	\$3,577.00	83.32%	\$ 715.98
400	Purchased Property Svcs	\$23,435.25	\$23,220.14	99.08%	\$ 215.11
500	Other Purchased Svcs	\$4,390.02	\$1,218.04	27.75%	\$ 3,171.98
600	Supplies	\$94,082.97	\$48,399.67	51.44%	\$ 45,683.30
700	Property	\$1,412.76	\$0.00	0.00%	\$ 1,412.76
0010	BUS GARAGE (Burt, all bus drivers & subs)	\$443,061.31	\$207,448.43	46.82%	\$235,612.88
100	Salaries	\$43,261.50	\$21,630.72	50.00%	\$ 21,630.78
200	Benefits	\$6,861.24	\$3,430.86	50.00%	\$ 3,430.38
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	\$8,770.51	91.40%	\$ 824.77
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
0011	CURRICULUM (Sandy-partial)	\$73,819.74	\$36,496.89	49.44%	\$ 37,322.85
100	Salaries	\$110,723.00	\$55,361.46	50.00%	\$ 55,361.54
200	Benefits	\$24,131.64	\$12,066.54	50.00%	\$ 12,065.10
300	Purchased Prof/Tech Svcs	\$26,658.17	\$20,907.94	78.43%	\$ 5,750.23
400	Purchased Property Svcs	\$ 587.47	\$0.00	0.00%	\$ 587.47
500	Other Purchased Svcs	\$4,725.48	\$1,840.25	38.94%	\$ 2,885.23
600	Supplies	\$45,396.94	\$40,133.00	88.40%	\$ 5,263.94
700	Property	\$5,410.47	\$5,285.97	97.70%	\$ 124.50
0012	TECHNOLOGY (Steve & Ryan)	\$217,633.17	\$135,595.16	62.30%	\$ 82,038.01
100	Salaries	\$25,900.00	\$13,274.37	51.25%	\$ 12,625.63
200	Benefits	\$4,041.36	\$2,735.89	67.70%	\$ 1,305.47
400	Purchased Property Svcs	\$13,777.18	\$6,897.54	50.06%	\$ 6,879.64
600	Supplies	\$62,135.39	\$60,505.15	97.38%	\$ 1,630.24
700	Property	\$406.00	\$379.00	93.35%	\$ 27.00
0019	DISTRICT GROUNDS (Kim-partial, grounds staff)	\$106,259.93	\$83,791.95	78.86%	\$ 22,467.98

100	Salaries	\$306,148.00	\$159,418.45	52.07%	\$146,729.55
200	Benefits	\$75,216.27	\$34,393.60	45.73%	\$ 40,822.67
300	Purchased Prof/Tech Svcs	\$75,466.02	\$17,464.11	23.14%	\$ 58,001.91
400	Purchased Property Svcs	\$12,500.79	\$5,755.49	46.04%	\$ 6,745.30
500	Other Purchased Svcs	\$32,517.17	\$15,507.25	47.69%	\$ 17,009.92
600	Supplies	\$25,294.32	\$13,638.33	53.92%	\$ 11,655.99
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
800	Debt Services	\$1,745.95	\$524.90	30.06%	\$ 1,221.05
0090	ADMINISTRATION (Admin Office, Lynnette, Jean)	\$528,888.52	\$246,702.13	46.65%	\$282,186.39
100	Salaries	\$164,835.14	\$68,340.72	41.46%	\$ 96,494.42
200	Benefits	\$70,788.12	\$23,472.28	33.16%	\$ 47,315.84
300	Purchased Prof/Tech Svcs	\$10,217.93	\$3,984.81	39.00%	\$ 6,233.12
400	Purchased Property Svcs	\$3,399.87	\$2,101.14	61.80%	\$ 1,298.73
500	Other Purchased Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
600	Supplies	\$11,601.55	\$11,258.44	97.04%	\$ 343.11
700	Property	\$1,901.03	\$289.99	15.25%	\$ 1,611.04
800	Debt Services	\$0.00	\$0.00	0.00%	\$ 0.00
1110	ECSE CENTER	\$262,743.64	\$109,447.38	41.66%	\$153,296.26
300	Purchased Prof/Tech Svcs	\$72,620.00	\$12,356.26	17.01%	\$ 60,263.74
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	\$3,062.49	71.64%	\$ 1,212.51
700	Property	\$1,375.00	\$1,373.29	99.88%	\$ 1.71
1120	KIDSVILLE PRE-SCHOOL GRANT	\$78,270.00	\$16,792.04	21.45%	\$ 61,477.96
300	Purchased Prof/Tech Svcs	\$76,066.00	\$15,548.46	20.44%	\$ 60,517.54
500	Other Purchased Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
600	Supplies	\$3,625.00	\$2,533.20	69.88%	\$ 1,091.80
700	Property	\$775.00	\$769.94	99.35%	\$ 5.06
1130	ST. JOHNS PRE-SCHOOL GRANT	\$80,466.00	\$18,851.60	23.43%	\$ 61,614.40
300	Purchased Prof/Tech Svcs	\$49,837.00	\$13,771.33	27.63%	\$ 36,065.67
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	\$500.00	\$499.95	99.99%	\$ 0.05
1140	WEE CARE PRE-SCHOOL GRANT	\$52,962.00	\$16,436.59	31.03%	\$ 36,525.41
100	Salaries	\$46,467.30	\$16,166.04	34.79%	\$ 30,301.26
200	Benefits	\$14,290.83	\$4,976.81	34.83%	\$ 9,314.02
300	Purchased Prof/Tech Svcs	\$453.21	\$368.67	81.35%	\$ 84.54
500	Other Purchased Svcs	\$35.60	\$0.00	0.00%	\$ 35.60
600	Supplies	\$4,996.76	\$4,553.05	91.12%	\$ 443.71
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
1150	INDEE PRE-SCHOOL GRANT	\$66,243.70	\$26,064.57	39.35%	\$ 40,179.13

100	Salaries	\$1,370,652.08	\$488,789.10	35.66%	\$881,862.98
200	Benefits	\$548,258.59	\$152,452.87	27.81%	\$395,805.72
300	Purchased Prof/Tech Svcs	\$15,966.03	\$7,060.82	44.22%	\$ 8,905.21
400	Purchased Property Svcs	\$12,030.55	\$5,195.54	43.19%	\$ 6,835.01
500	Other Purchased Svcs	\$30,332.97	\$13,681.02	45.10%	\$ 16,651.95
600	Supplies	\$77,153.44	\$39,725.00	51.49%	\$ 37,428.44
700	Property	\$3,121.99	\$2,949.76	94.48%	\$ 172.23
1418	EAST ELEMENTARY	\$2,057,515.65	\$709,854.11	34.50%	\$1,347,661.54
100	Salaries	\$1,794,721.43	\$629,703.72	35.09%	\$1,165,017.71
200	Benefits	\$594,699.05	\$201,660.33	33.91%	\$393,038.72
300	Purchased Prof/Tech Svcs	\$12,775.47	\$11,871.72	92.93%	\$ 903.75
400	Purchased Property Svcs	\$11,645.21	\$4,518.29	38.80%	\$ 7,126.92
500	Other Purchased Svcs	\$167,825.48	\$20,449.16	12.18%	\$147,376.32
600	Supplies	\$128,640.08	\$54,839.23	42.63%	\$ 73,800.85
700	Property	\$15,215.92	\$540.19	3.55%	\$ 14,675.73
800	Debt Services	\$303.85	\$0.00	0.00%	\$ 303.85
1427	WEST ELEMENTARY	\$2,725,826.49	\$923,582.64	33.88%	\$1,802,243.85
100	Salaries	\$833,016.66	\$285,558.30	34.28%	\$547,458.36
200	Benefits	\$290,257.00	\$99,384.84	34.24%	\$190,872.16
300	Purchased Prof/Tech Svcs	\$482.19	\$0.00	0.00%	\$ 482.19
400	Purchased Property Svcs	\$321.65	\$0.00	0.00%	\$ 321.65
500	Other Purchased Svcs	\$124,833.67	\$7,726.36	6.19%	\$117,107.31
600	Supplies	\$31,406.51	\$7,407.97	23.59%	\$ 23,998.54
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
800	Debt Services	\$267.80	\$168.00	62.73%	\$ 99.80
2209	MIDDLE SCHOOL	\$1,280,585.48	\$400,245.47	31.25%	\$880,340.01
100	Salaries	\$2,459,348.27	\$874,587.35	35.56%	\$1,584,760.92
200	Benefits	\$760,734.25	\$261,934.49	34.43%	\$498,799.76
300	Purchased Prof/Tech Svcs	\$4,638.42	\$3,679.16	79.32%	\$ 959.26
400	Purchased Property Svcs	\$34,528.39	\$16,236.83	47.02%	\$ 18,291.56
500	Other Purchased Svcs	\$193,266.60	\$13,534.35	7.00%	\$179,732.25
600	Supplies	\$196,063.05	\$84,976.14	43.34%	\$111,086.91
700	Property	\$14,574.64	\$9,694.25	66.51%	\$ 4,880.39
800	Debt Services	\$5,567.15	\$2,056.00	36.93%	\$ 3,511.15
3109	HIGH SCHOOL	\$3,668,720.77	\$1,266,698.57	34.53%	\$2,402,022.20
100	Salaries	\$3,500.00	\$1,750.02	50.00%	\$ 1,749.98
200	Benefits	\$550.56	\$237.29	43.10%	\$ 313.27
300	Purchased Prof/Tech Svcs	\$710.70	\$0.00	0.00%	\$ 710.70
400	Purchased Property Svcs	\$0.00	\$0.00	0.00%	\$ 0.00
500	Other Purchased Svcs	\$397,569.83	\$111,182.77	27.97%	\$286,387.06
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	\$113,170.08	28.13%	\$289,161.01
100	Salaries	\$261.62	\$1,754.80	670.74%	-\$ 1,493.18
200	Benefits	\$91.44	\$134.23	146.80%	-\$ 42.79
3299	SCHOOL ACTIVITIES	\$353.06	\$1,889.03	535.05%	-\$ 1,535.97

100	Salaries	\$123,912.54	\$41,989.50	33.89%	\$ 81,923.04
200	Benefits	\$48,741.15	\$17,117.57	35.12%	\$ 31,623.58
300	Purchased Prof/Tech Svcs	\$231.75	\$75.00	32.36%	\$ 156.75
400	Purchased Property Svcs	\$222.70	\$199.51	89.59%	\$ 23.19
500	Other Purchased Svcs	\$555.32	\$0.00	0.00%	\$ 555.32
600	Supplies	\$1,073.08	\$86.93	8.10%	\$ 986.15
700	Property	\$0.00	\$0.00	0.00%	\$ 0.00
3309	SUCCESS CENTER	\$174,736.54	\$59,468.51	34.03%	\$115,268.03
10	OPERATING FUND	\$14,466,378.87	\$ 5,588,881.79	38.63%	\$8,877,497.08

Board Report for January

Jennifer Sornson, Junior/Senior High School Principal

Start of 3rd Term – 3rd Quarter

I do not think it can be said too many times. Students and staff get high marks for flexibility! When preparing the schedule and room assignments for third term, I again was struck by the amount of sharing that takes place. In 3rd term, 11 classrooms will be shared and we have 14 teachers that are shared between Junior and Senior High. When we have early dismissal schedules on Wednesday, students have to be patient and wait a few moments for a classroom to open up or report to a different area. Everyone in this building makes it work day in and day out.

On December 21, Senior High students did travel to Starlight Theater to view “Gifted Hands.” After the viewing all students completed follow up activities with their advisors. All of the feedback was extremely positive. Transportation was terrific; 10 buses and drivers, over 400 students delivered and returned, and all on schedule. I feel it is an important first step as we consider the formation of advisor groups for the senior high and what types of activities we will develop.

We have scheduled ITBS/ITED (now called Iowa Assessments) tests for February 21-24. We are going to test throughout the entire building this year. This should be beneficial as all students can focus on the tests and not worry about interrupting other students. After Iowa Assessments we will begin to plan for the MAP testing. Senior High students took MAP tests for the first time last fall. It will of great value to see the progress Senior High students have made this school year.

We had two student teachers from UNI first semester. Both placements were very successful. I have been contacted by Iowa State about a placement with Family and Consumer Science teacher, Teresa Nennig. Mrs. Nennig is willing to fulfill this placement.

January Junior High Board Report

As the Junior High Students and Staff return from break there is much to do before the end of the Quarter on January 11th. Students and Staff are finishing the last of their instruction and assessment for the semester, as well are beginning preparation for the Iowa Assessments that we will give in February. It's also a time for constructive reflection by staff as we near the halfway point on our academic calendar. We have seen the Seventh Graders continue to mature and understand the expectations that are placed on them in the Junior High. I am also impressed with the quality leadership our Eighth Graders have provided them to help with the transition from an Elementary System to the Junior High.

The Junior High will be working in advisor time to prepare for the Iowa Assessments in February. This test is critical in the Junior High to getting us compliant with our SINA Classification as well as making curricular and instructional decisions including reenrollment in our Extended Reading Class. The students will conduct practice tests as well as discuss strategies for taking standardized test. One of the major focuses will be time management during the tests.

During January Professional Development the Junior High Staff will continue to work on developing their Reading Across the Curriculum Areas. They will report back to our group and discuss best practices for our students. Our staff will also spend time during our early dismissals to complete their classroom websites to better communicate to our stakeholders. These sites will provide a location for instructors to use as they best see fit for communicating with parents and students. I look forward to sharing the websites in our February Board Reports.

**Report to the Board of Education
West Elementary
January 16, 2012**

At Home Reading Celebration

Approximately 340 students met their December reading goals and were able to participate in our holiday arts and crafts activities on December 20. It was a great day! We had a building wide "Read-In" in the morning when everyone enjoyed reading a good book. Our arts and crafts afternoon followed after lunch. Each grade level had multiple art activities for students to enjoy. Students made Christmas ornaments and decorations, Christmas cards, gingerbread houses, and frosted Christmas cookies. Our building fundraisers supplied materials for the projects. A highlight of the afternoon was the grandparents who came to join us for the afternoon. We had some 175 grandparents observing and helping their grandchildren and others. Some even helped with the clean up. We had some grandparents who traveled many miles to be with us, one from as far away as Florida. I received many wonderful comments from grandparents who greatly appreciated the invitation to be our special guests for the day. We plan to do this again!

Students who were not able to participate were in the media center and a classroom doing class work and reading. Time spent reading will count toward their reading goals for January to give them a boost for this month. Our next celebration will be an hour of bowling at Lucky 10 Lanes.

Helping Our Families in Need

West families helped to raise \$1470 for two families impacted by recent house fires. The funds were used to purchase gift cards/account credit for Wal-Mart, Fareway, and Independence Light and Power.

Upcoming Family Event

We will be hosting another Family Fun Night on February 2nd from 6:45-8:00. This event was very popular last year and our Parent Advisory Council decided to sponsor another evening of fun for our families. We will have a variety of fun activities for families including a dance. We will also have a book trade so that families can re-circulate books their children have read and get new ones at no cost to them.

Sandy Merritt

East Elementary/ECC
1/16/12 Board Report
Mary Jean Blaisdell

1. Inservice

January 11: We worked on Common Core Math alignment.

January 25: We will be analyzing the data from our first round of interventions through our Response to Intervention process.

2. 4 Year Old Preschool

Early Registration was held on January 11. We'll have an update on numbers later in the spring.

3. Winter Assessments begin in February. Data will be shared with parents at conference time.

4. Kindergarten Registration is February 23 at East Elementary from 1:00-7:30

Kindergarten Roundup is March 15-16. Based on our PK4 numbers this year, I suspect our Kindergarten numbers may be lower but will not be sure till later this spring.

5. East is currently working hard to make our Response to Intervention plans a success.

We are nearly finished with a first round of interventions. Our grade level teams will be meeting this month to analyze the data and determine the next steps for individual students receiving interventions. In some cases, general class teachers are providing these interventions, in other cases, other certified staff are providing the interventions. Data is being collected weekly on these students to monitor progress.

6. As a part of the RtI process, East will be offering an after school program starting Feb 6 for 3 days a week for 6 weeks (1 round of intervention) and then a second round in April/May. This intervention will be for students struggling with math. This will be funded with At Risk dollars.

January Activities Report

Rob Arnold, Activities Director

January is a busy time in the activity realm. Both basketball teams are in the heart of our Conference Schedule. Our Girls Basketball Team has continued to be very competitive against very stiff competition. As of January 6th, they are 7-3 and have knocked off the 14th Ranked Waverly Go Hawks at Waverly. The girls and coaches are doing an excellent job representing Independence.

The girls have also conducted their "Pink Out" Night on January 6th. Assistant Coach Rob Ratchford organized the event. The girls team sold apples at home football games to purchase the Pink Jersey's that they wore. These jerseys will be utilized for years to come as the girl's team makes this annual event. The evening was a huge success as the community and students rallied behind such a great cause.

Our Boys Basketball team has continued to make adjustments to adversity. It is a real credit to those athletes who continue to work hard to improve. The athlete's and coaches are working hard to be competitive and deserve our support.

Our Wrestling Team has continued to wrestle well coming back from break. There are many big tournaments in January where our wrestlers will get a look a competition from many areas. We host a JV Tournament on January 14th. And we are building towards January 26th when we face off against West Delaware and Waukon in a double dual. The WaMac Tournament is January 28th and then in February we go into Sectionals on the 4th and Districts on the 11th. The Wrestling State Tournament is February 15-18. We look forward to watching our wrestlers compete against the best in the state.

Again it's been a good month in the weight room. Our new equipment will be arriving the third week of January. This will allow us to efficiently get 30 kids through our weight workouts. With our goal to eventually be able to run 60 kids through safely and efficiently. Our in season athletes are utilizing the weight room a minimum of 2 times a week. As we move into spring we'll have the same expectations for those in spring activities and begin our off season program for those athletes not in a sport.

The other big news in the athletic realm is re districting of Football. We have been informed that we will remain in 3A. On January 17th the Association will release who is in our district and then we'll build the schedule through the district after that time.

Our programs are continuing to make progress and I like the excitement that is building through the efforts of our athletes and our coaches.

Here are the Fundraising Requests still active. The ones in bold are new requests made this month.

Name of Organization	Purpose	Disc. Of Sold	Dates
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>
Spanish II	Raise fund for needy students	Free Will Offering	12/13/2011
Girls Basketball	Pink Out Fundraising	Knock Out Admission	12/19/2011
Girls Basketball	Pink Out	Relay for life "In Memory" Certificates	12/19/2011

* New Fundraising requests for this month are in Bold.

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

Mustang Foundation Dinner

Our annual dinner is coming quickly. We have 216 tickets sold which is an increase from last year's sale of 209. It will be great evening of fun with live and silent auctions as well as our popular dessert chef presentations.

Math SAC

The representatives are working with their grade level teams/content area team to begin discussion of transitioning to the Iowa Common Core requirements

Surveys

The annual district parent, teacher, and student surveys have now closed. I will be sharing the results of the surveys at this month's board meeting. The tables below are a comparison of last year's data to this year. The statements represent a sampling of the kinds of questions asked. The scores represent the total number who ranked the statement as strongly agree and agree.

Teacher Survey Statement	2010 Strongly agree + Agree	2011 Strongly agree + Agree
Have high expectations	68.24%	88.24%
Have influence with PD	36.48%	46.81%
Have collaborative time	31.77%	48.98%
PD based on data	54.02%	63.04%
Have teacher leadership	28.24%	70.31%
Principal supports, encourages	68.23%	76.59%
Principal communicates	49.41%	55.32%

Parent Survey Statements	2010 Strongly agree + Agree	2011 Strongly agree + Agree
HS varied curriculum	80.96%	76.47%
HS prepares students for college	38.09%	70.59%
Accesses PowerSchool	70.37%	79.31%
School Open to Input	72.37%	79.45%
Am well informed of child's progress	78.95%	78.08%
Enough information at conferences	85.33%	82.61%

Student Survey Statements	2010 Strongly agree + Agree	2011 Strongly agree +Agree
Teaches me important things	86.03%	89.99%
Teacher uses technology	78.95%	87.82%
Teacher lets me know how I'm doing	80.03%	82.43%
I use Power School	18.73%	28.65%
I get help when needed	82.58%	86.37%
At least 1 person cares	83.49%	84.57%
Successes are recognized	72.77%	79.15%
Environment where enjoy learning	75.69%	81.29%

As is illustrated in the tables above we are making progress. I was particularly pleased to see the increase in acknowledgement by teachers that they can influence their professional learning and that they recognize that we are using more data to make decisions. It is nice to see that more parents and students are utilizing PowerSchool. Students see teachers using more technology. Other areas were about the same, a little lower, or a little higher.

It is important to know that last year 85 teachers completed the survey, compared to 47 this year. Last year 75 parents completed the survey, compared to 77 this year. We had 551 students complete the survey this year and 609 this year.

Professional Development

We will have guest presenters for our technology professional development sessions in February and April. The focus will be enhancing instruction through technology. Julie Gowans from AEA 267 will work with the J/SH staff and Angela Maiers, independent consultant, will work with the elementary teachers at West. Leadership teams from the buildings are involved in the planning. Board members are certainly welcome to join us in either building.

Eric Doyle from AEA 267 will meet with the administrative team on January 19 to provide information on moving to a 1:1 initiative.

Sandy Merritt



Independence

Community School District

Office of Stephen Noyes
Technology Director

January 16, 2012

We are already planning for fall Registration 2012-2013. We have preliminarily set some key dates for Fall 2012. As soon as dates are confirmed, they will be published. People are planning vacations and need to know the dates. Heartland Acres is a beautiful facility and we hope to use it again this year for Registration.

Our District Technology meeting is scheduled for January 13, 2012. One of the key agenda items is the annual review and editing of the District Technology Plan. A second agenda item is the continued plan for 1:1. We have several other potential items to talk about as time allows.

We have invited AEA267 to come the administrator/manager meeting on January 19 to continue our discussions about our 1:1 technology plans. Independence is not the first to have a 1:1 program but we expect to create a highly successful 1:1 program. Our implementation will be top-notch and will serve as an example for others.

Students are continuing to expand their use of the Google. Google services continue to improve and Google's "New Look" has some great improvements. The "New Look" is confusing at first, but offers greater functionality. As more students become comfortable with Google it will become more important to our curriculum.

The associate training on Google will probably be finished on January 11. I have created a training manual for the training. I want to continue to develop this training manual and have it available for staff and student use in February.

The teaching staff will be finishing their teacher websites on January 11. All teaching staff should have public website available for January 13. Many teachers already have websites and parents are taking advantage of the websites.

My wife and I are looking forward to the Mustang Foundation Dinner. My wife has looked at many recipes over the past year and believes she has chosen a winner. We are anticipating a victory in the Celebrity Chef Dessert Competition.

Sincerely,

Stephen B. Noyes
District Technology Director

Jan. 16, 2012**Nutrition/Food Services****Board Report**Farm to School

New Year, and a new set of goals! On January 5, 2012, Joe Olsen, Brian Eddy, and I went out to Hilltop Motors to better visualize where our 1-2 acres of Farm to School Program land will be located. We are very happy with the decision of the location and cannot wait to start this spring. With that, we are also in the process of trying to find a group of students/staff willing to help out with our new endeavor. Anything with: planning where plants should be planted, weeding, cultivating, taking early harvest to the Farmer's Market, advertisement, organization, processing the harvest, etc. If you have any interest, please give me a call!

Personnel

We are currently in the process of looking for a new dishwashing staff member at the West kitchen.

Wellness Policy

I hope all of you have been informed or at least heard about the Blue Zone Project by Healthway. Last week, we sent in our application for Independence to hopefully be one of the communities selected by Wellmark. Currently we are trying to raise our participation/support of the community. We are only at 5% and need to be 25% to be even selected. A neighboring city, Oelwein, is over 30% already! This is a competition that helps to weight our application. You can vote by the following methods: (1) Sign on to www.bluezonesproject.com or (2) text "BZP" to 772937.

If Independence is selected, everyone in the Independence Community School District Area will benefit from our community receiving assistance to become a Blue Zone. Should Independence be selected as one of the ten areas to become Blue Zone Community-friendly, a team of Blue Zone members will come to the area to look at how our community can make changes that encourages Power 9 Characteristics to be incorporated into our daily routines. A plan will be developed and assistance to make changes will occur. Having the Blue Zone Community Team here to help with this plan for our community will increase the chances of funding for those changes that require dollars.

The Independence area Blue Zone Community Project is named "Indee-Go". The Indee-Go team is encouraging a "Blue Out" in the Independence Community School District Area on January 20th to show support for our project. We are asking businesses to display messages on their signs in support of the project and as a voting reminder. Wearing blue that day will show support of the Indee-Go Project. Be sure to keep your eyes open for "Indigo", the Indee-Go Project blue mascot. Indigo will be making surprise appearances throughout the community in the coming weeks.

Respectfully Submitted,

Jessica Weber
Food Service Director

Board Report
Buildings and Grounds
January 2012

Buildings and Grounds:

West Elementary:

Chad and his crew along with Iowa Wall Sawing remodeled the boys and girls locker rooms. If you get some time stop in and take a look. They look really good.

At the next board meeting I will give an update on the 5 Year Maintenance Plan. I will show you what I have to date and will give you an example of what it will look like when it is done.

Thank you,
Mike Donnelly, Director of Buildings and Grounds

Board Report January 2012

Transportation

We have sent out bids for a 2012-2013 School Bus, bids are to be back to us by January 20th, and we will have them in time for next months board report. We will also see what the current trade in price is for bus # 9 compared to scrap prices. The last two busses went to scrap and received more money than what we would of received on trade.

Will be sending out information on radios so we can proceed in getting quotes back for switching to the narrow band.

We will be sending out bids for Jesup school to purchase a bus once we have specifications finalized.

Burt VanHorn

Transportation Director

Board Goal Statement: The Independence Community School District's Board of Education will promote efforts to increase student achievement by supporting district initiatives and will strive to provide opportunities, resources, and a highly qualified staff to all students. The Board will work to enhance a climate of positive communication while managing the schools in an efficient and cost effective manner.

Action	Step	Measure	Target
1. Include a focus on student achievement at all board meetings	<ol style="list-style-type: none"> Administrative reports will include items related to student achievement/grades/scores and classroom activities Student spotlights on academics as well as athletics will be included at each board meeting Continue a focus on extra-curricular events at board meetings Include teacher and/or student presentations at board meetings 	<ul style="list-style-type: none"> Board packet/minutes District newsletter Local newspaper Board feedback All media opportunities 	<ol style="list-style-type: none"> 100% of board meetings will have a focus on student achievement By end of school year all buildings will be spotlighted <ol style="list-style-type: none"> Each board meeting for no more than 5 minutes
2. Develop an understanding of the curriculum/school improvement process	<ol style="list-style-type: none"> Review curriculum/school improvement process Attend a SIAC/CCC meeting Receive SIAC/CCC minutes and an overview Quick summary at board meetings 	<ul style="list-style-type: none"> Minutes from board meeting Minutes from SIAC/CCC E-mail minutes to board Newspaper articles Website 	<ol style="list-style-type: none"> All board members receive on-going information sessions Each board member will attend a SIAC/CCC meeting by the end of the school year All board members will receive the minutes and a summary from each meeting
3. Enhance methods of positive communication	<ol style="list-style-type: none"> Seek input on facilities Meet with city council or other community groups Board members share out at board meetings Press release – student, teacher, administrative, or board FAQ's for other things (High School Project, etc.) Website to include handouts 	<ul style="list-style-type: none"> Board minutes Community feedback Attendance at community forums Local newspaper More Q&A School Messenger Website 	<ol style="list-style-type: none"> Share with city councils or community groups by end of each school year Each Board meeting have a Board member share out on item of interest or committee/community work they are involved in/with Monthly press release

Board Goal Statement: The Independence Community School District's Board of Education will promote efforts to increase student achievement by supporting district initiatives and will strive to provide opportunities, resources, and a highly qualified staff to all students. The Board will work to enhance a climate of positive communication while managing the schools in an efficient and cost effective manner.

Action	Step	Measure	Target
4. Responsibly manage fiscal resources	<ol style="list-style-type: none"> 1. Support development of long range technology plan 2. Support and provide technology hardware funding as per plan 3. Support and provide funding for necessary instructional supplies 4. Support and provide funding for infrastructure needs/improvements 5. Utilize and follow established budget process 6. Corrective action plan for audit 	<ul style="list-style-type: none"> • Technology report • Board minutes • Monthly financial reports • Budget 	<ol style="list-style-type: none"> 1. Review technology annually 2. Meet the needs of on-cycle curricular area as requested 3. Meet the needs of facilities in the district 4. Balanced budget with an acceptable solvency ratio 5. Financial reports in board packet
5. Implementation of Wellness Policy A. Investigate a comprehensive sports weight and conditioning program B. Healthy Kids Act C. State PE requirements	<ol style="list-style-type: none"> 1. Meet with appropriate stakeholders to assess needs of/for a program 2. Determine facility needs 3. Work with Physical Education department to incorporate program's concepts into curriculum 	<ul style="list-style-type: none"> • Meeting minutes • AD and coaches' feedback • Facility needs assessment • PE Curriculum document 	<ol style="list-style-type: none"> 1. 100% participation of coaches district-wide. Become part of evaluation tool. 2. Support the Activities Director 3. Begin conversations regarding program ideas being integrated into existing curriculum. 4. Continue financial support for BFS program equipment 5. Continue promoting good sportsmanship at all levels among all groups 6. Promote wellness
6. Investigate and create ways to increase BOE Effectiveness	<ol style="list-style-type: none"> 1. Maintain contact with legislators to share needs of our district 2. Investigate ideas, create and implement public relation materials for attendees of meetings 3. Follow operating principles as adopted by Board 	<ul style="list-style-type: none"> • P.R. materials created • Board share out • Developed communication protocol 	<ol style="list-style-type: none"> 1. 100% of Board members will communicate with a legislator by the end of the school year. 2. Review board policy at a Board meeting on operating principles

Board Goal Statement: The Independence Community School District's Board of Education will promote efforts to increase student achievement by supporting district initiatives and will strive to provide opportunities, resources, and a highly qualified staff to all students. The Board will work to enhance a climate of positive communication while managing the schools in an efficient and cost effective manner.

Action	Step	Measure	Target
1. Obtaining and Sustaining Academic Excellence	1.	•	1.
2. Responsibly Manage Fiscal Resources	1.	•	1.
3. Creating an Exemplary Activities Department	1.	•	1.

Board Goal Statement: The Independence Community School District's Board of Education will promote efforts to increase student achievement by supporting district initiatives and will strive to provide opportunities, resources, and a highly qualified staff to all students. The Board will work to enhance a climate of positive communication while managing the schools in an efficient and cost effective manner.

Action	Step	Measure	Target
4. Establish a Strong Public Relations/Marketing Program for the District	1.	•	1.
5. Establish a Long Term Facility Plan	1.	•	1.

DRAFT - 2012-2013 School Calendar

7.A.

Start – Finish
August 20 - May 23

Summary of Calendar:
Days in classroom:
First & Second Term 90
Second & Third Term 90
TOTAL CALENDAR DAYS 180

CALENDAR LEGEND

No School–Prof Development
Early Dismissal & Late Starts
Parent/Teacher Conferences
End of Term/Trimester
Holidays
Vacation Days



HOLIDAYS:

Labor Day (9/3)
Thanksgiving Day (11/22)
Christmas Day (12/25)
New Year's Day (1/1)
Good Friday (3/29)
Memorial Day (5/27)

Note: In-service Days may be classified as Career Development and/or Professional Development depending on the content of the activities being performed.

Note: Calendars designed with classroom days prior to August 30 must complete the request for early start waiver form as part of the spring 2012 BEDS from the Iowa Department of Education.

Note: February 15, 2013 will be the fourth snow make-up day. April 1, 2013 will be the fifth snow make-up day. The first three days missed will be added on to the end of the school year.

This calendar was adopted by the Board of Education on _____, 2012 and is part of each employee's contract for the 2012-2013 school year.

August					Student Days
M	T	W	Th	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	5
27	28	29	30	31	10
September					
3	4	5	6	7	14
10	11	12	13	14	19
17	18	19	20	21	24
24	25	26	27	28	29
October					
1	2	3	4	5	33
8	9	10	11	12	38
15	16	17	18	19	43
22	23	24	25	26	48
29	30	31			
November					
			1	2	53
5	6	7	8	9	58
12	13	14	15	16	63
19	20	21	22	23	65
26	27	28	29	30	70
December					
3	4	5	6	7	75
10	11	12	13	14	80
17	18	19	20	21	85
24	25	26	27	28	
31					
January					
	1	2	3	4	
7	8	9	10	11	90
14	15	16	17	18	95
21	22	23	24	25	100
28	29	30	31		
February					
				1	105
4	5	6	7	8	110
11	12	13	14	15	114
18	19	20	21	22	119
25	26	27	28		
March					
				1	123
4	5	6	7	8	128
11	12	13	14	15	133
18	19	20	21	22	138
25	26	27	28	29	142
April					
1	2	3	4	5	146
8	9	10	11	12	151
15	16	17	18	19	156
22	23	24	25	26	161
29	30				
May					
		1	2	3	166
6	7	8	9	10	171
13	14	15	16	17	176
20	21	22	23	24	180
27	28	29	30	31	
June					
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

180 Day Calendar

Date	Events
Aug 14	New Teacher Day
Aug 15-17	Non-Student Days - Prof Dev
Aug 17	Grades 7-9 Orientation
Aug 20	First Day of School (Grades 3-12) 1:00 Early Dismissal - Prof Dev
Aug 21 & 22	1:00 Early Dismissal - Prof Dev
Aug 23 & 24	Full Days of School
Sept 3	Labor Day (No School)
Sept 5	1:00 Early Dismissal - Prof Dev
Sept 19	1:00 Early Dismissal - Prof Dev
Sept 20	7-12 Parent Teacher Conf 3:30-7:30
Sept 27	Grades K-6 Open House 6:00-7:30
Oct 5	Non-Student Day - Prof Dev
Oct 24	End of 1st Term 7-12 (46 days)
Oct 24	1:00 Early Dismissal - Prof Dev
Nov 13	End of 1st Trimester K-6 (60 days)
Nov 14	1:00 Early Dismissal - Prof Dev
Nov 19	1:00 Early Dismissal
	K-6 Parent Teacher Conf 1:30-8:00
	7-12 Parent Teacher Conf 3:30-7:30
Nov 20	1:00 Early Dismissal
	K-6 Parent Teacher Conf 1:30-8:00
Nov 21-23	Thanksgiving Break (No School)
Dec 5	1:00 Early Dismissal - Prof Dev
Dec 21	1:00 Early Dismissal
Dec 24-31	Winter Break (No School)
Jan 1-4	Winter Break (No School)
Jan 7	Classes Resume
Jan 11	End of 2nd Term 7-12 (44 days)
Jan 23	1:00 Early Dismissal - Prof Dev
Feb 6	1:00 Early Dismissal - Prof Dev
Feb 7	7-12 Parent Teacher Conf 3:30-7:30
Feb 15	No School-Fourth Snow Make-up Day; the first three days missed will be added on to the end of the year.
Feb 20	1:00 Early Dismissal - Prof Dev
Feb 25	Non Student Day-Conferences
	K-6 Parent Teacher Conf 12:00-8:00
	No School for 7-12 Staff
Feb 26	2 Hour Late Start for Students K-12
	8:00-10:00 7-12 Prof Development
	K-6 Parent Teacher Conf 3:30-6:00
Feb 26	End of 2nd Trimester K-6 (60 days)
Mar 6	1:00 Early Dismissal - Prof Dev
Mar 20	End of 3rd Term 7-12 (46 days)
Mar 20	1:00 Early Dismissal - Prof Dev
Mar 29	Good Friday (No School)
Apr 1	No School-Fifth Snow Make-up Day
Apr 3	1:00 Early Dismissal - Prof Dev
Apr 17	1:00 Early Dismissal - Prof Dev
Apr 18	7-12 Parent Teacher Conf 3:30-7:30
May 1	1:00 Early Dismissal - Prof Dev
May 15	1:00 Early Dismissal - Prof Dev
May 23	End of 3rd Trimester K-6 (60 days)
May 23	End of 4th Term 7-12 (44 days)
May 23	Last Day of School-1:00 Early Dismissal
May 24	Teacher Workday
May 26	Graduation Jr/Sr High School Gym
May 27	Memorial Day (No School)

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: Don Rutz Date Jan 5th

Check One: Professional Leave _____ Educational Field Trip ☒

Purpose of Leave/Field Trip: Speech Field Trip

Dates of Meeting/Trip Early March Probably (March 2-4)

Departure Date: Friday 10:00 AM Date Returning: Sunday 5:00 PM

Sponsoring Organization Speech

Meeting Held At Minneapolis (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 _____

Others in the District who you know are going to this meeting or convention? _____

Who are you coordinating your travel expenses/plans with? _____

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? _____

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

Estimated Cost: \$720 per person

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

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

Meals \$ _____

Lodging \$ _____

Registration Fee \$ _____

Cost of Sub \$ _____ ? 34 day

Other \$ _____

TOTAL \$ _____

R. Oed 1-06-12
Immediate Supervisor Date

Glen Peterson 1/6/12
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

2011 - 2012 Buchanan County Success Center Early Graduates

Jacob Proctor

Nicholas Zieser

FUSION FORWARD LLC

PUBLIC RELATIONS SERVICE CONTRACT

This is a legal and binding contract between FUSION FORWARD, LLC ("FUSION FORWARD") and the Client listed below.

CLIENT NAME: Independence Community School District

STREET ADDRESS: 1207 1st Street West

CITY, STATE AND ZIP: Independence, IA 50644

PHONE: 319.334.7400 **CELL:** _____

FAX: _____ **EMAIL:** _____

PRESENT WWW URL (IF ANY): www.independence.k12.ia.us

These are the terms of our agreement together:

1. Authorization. The above-named Client is engaging FUSION FORWARD as an independent contractor for the specific purpose of communicating effectively with the public through news and other media.

2. Services. FUSION FORWARD will provide Client public relations counsel and services as follows:

- a. **Meeting and Counsel.** FUSION FORWARD will be available and will make reasonable efforts to attend all Client business functions related to the purpose of this agreement and to be available in person, by telephone and email during normal business hours. FUSION FORWARD will provide advice and counsel as required. Counsel may include recommendations to responsible Client staff and representatives as to channels and methods of communication.
- b. **Writing.** FUSION FORWARD will write press releases and other communications for public distribution, as directed. Planning, research, strategic goal setting, branding maintenance, draft and revision are included.
- c. **Social Media.** FUSION FORWARD will manage content and postings on Client's Facebook and Twitter accounts. Client will give FUSION FORWARD admin access to these accounts for the duration of this agreement.
- d. **Graphic Design.** FUSION FORWARD will provide graphic design for print and web site advertisements as well as presentation construction for Client.
- e. **Media Contact.** FUSION FORWARD to establish and maintain effective contact with media representatives.
- f. **Ordinary Expenses.** Typical and ordinary expenses, such as local travel and normal office expenses, are included.

3. Services Not Covered. Payment to vendors, subcontractors and outside services necessary to but tangential to discharge of this agreement between FUSION FORWARD and Client are not covered by this agreement.

4. Fees and Billing. Client will be retained for public relations consulting services, as above by a quarterly payment outlined in Schedule A. Payment shall commence on agreement; subsequent payments shall be made in the amount outlined in Schedule A on the dates specified. Invoicing for services not covered by this agreement may be made as FUSION FORWARD is billed for such services.

All payments will be made in US funds. If a payment delay is anticipated, please contact FUSION FORWARD immediately for an alternative arrangement. Overdue invoices are subject to a 1.5% monthly finance charge. In case collection proves necessary, the Client agrees to pay all costs and fees incurred by that process, including but not limited to attorneys' fees. This agreement becomes effective only when signed by FUSION FORWARD. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in Buchanan County, Iowa, and any dispute will be litigated or arbitrated in Buchanan County, Iowa.

5. Terms. This agreement is effective as of the date outlined in Schedule A or B for a term of one year from the signing.

6. Rights Upon Termination of Agreement. FUSION FORWARD shall transfer, assign and make available to Client all property and materials in FUSION FORWARD's possession or subject to FUSION FORWARD's control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement.

FUSION FORWARD also agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

In the event the Client terminates this contract by registered letter within 30 days, 50% of down payment will be refunded. Work completed shall be billed at the hourly rate stated in Schedule A, and deducted from 50% of the down payment, the balance of which shall be returned to the Client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the Client shall be liable to pay for all work completed at the hourly rate. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

Refund request must be submitted by registered letter to FUSION FORWARD, LLC, 2349 Jamestown Ave., Suite 4B, Independence, IA 50644.

7. Confidentiality. FUSION FORWARD agrees not to disseminate or use for its own purpose, either during or after the termination of this contract, any confidential information imparted by Client. FUSION FORWARD agrees to use reasonable controls to restrict dissemination of such information. FUSION FORWARD understands that all information Client provides shall be considered sensitive and confidential unless expressly declared otherwise.

8. Age. Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract in the State of Iowa on behalf of the Client.

9. Warranties and Liability. Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical marketing message. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Client hereby agrees to indemnify and hold harmless FUSION FORWARD, its directors, officers, owners and employees from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that FUSION FORWARD will not publish information over the Internet or in print which may be used by another party to harm another. FUSION FORWARD will also not develop a pornography or warez web site or print materials for the Client. FUSION FORWARD reserves the right to determine what is and is not pornography.

10. Indemnification. Client agrees that it shall defend, indemnify, save and hold FUSION FORWARD harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with FUSION FORWARD's development of the Client's web site. This includes Liabilities asserted against FUSION FORWARD, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless FUSION FORWARD against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site or other marketing materials. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

10. Default. In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this Agreement.

11. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

12. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend FUSION FORWARD and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

13. Ownership to Web Pages and Printed Materials. Copyright to the finished assembled work of web pages, graphics and other printed materials produced by the FUSION FORWARD shall be vested with the Client upon final payment for the project. This

ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

Rights to photos, graphics, computer programs are specifically not transferred to the Client, and remain the property of their respective owners. FUSION FORWARD and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

14. Litigation. Any disputes arising from this contract will be litigated or arbitrated in Buchanan County, Iowa. This agreement shall be governed and construed in accordance with the laws of the State of Iowa, USA.

Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of both parties. Any changes or modification thereto must be in writing and signed by both parties.

15. Sole Agreement. The agreement contained in this "Public Relations Services Contract" constitutes the sole agreement between FUSION FORWARD and the Client regarding this project. Any additional work not specified in this contract, Appendix A or Appendix B must be authorized by a written change order. All prices specified will be honored for 30 days after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement constitutes the entire understanding of FUSION FORWARD and Client. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. Any changes or modification thereto must be in writing and signed by both parties

Schedule A

Budget. The following budget reflects monthly fees only and does not include costs or charges from third party vendors. Please note FUSION FORWARDS' non-profit/educational rate of \$50.00 per hour has been applied.

Activity	Description	Hours/Month	Monthly Rate
Meeting & Counsel	FUSION FORWARD will provide representation at the Client's request at events and meetings.	4 hours	\$200
Writing	Create weekly press release per Client's agreement with Bulletin Journal newspaper.	6 hours	\$300
Social Media	Management of Facebook and Twitter accounts on behalf of Client. Provide regular status updates, create events when requested.	2.5 hours	\$125
Graphic Design	Design and layout of printed and website materials. Design of weekly 5x7 advertisements in Bulletin Journal newspaper.	4.5 hours	\$225
Media Contact	Maintain regular contact with all local media i.e. newspaper, tv, radio. Obtain advertising rates on behalf of client.	3 hours	\$150
Totals		20	\$1,000

Payment Schedule.

Payment Amount	Due Date	Coverage Dates
\$1,000	Prepaid, initial payment to begin work	January 2012
\$2,000	March 31, 2012	February-March 2012
\$3,000	June 30, 2012	April-June 2012
\$3,000	September 30, 2012	July-September 2012
\$3,000	December 31, 2012	October-December 2012

The total quarterly amount of this contract is \$3,000.

This agreement begins with an initial down payment of \$1,000.

FUSION FORWARD will begin work immediately once this signed agreement, along with down payment and initial direction from the Client is received.

Standard Hourly Rate beyond budget outlined above: \$50.00 (billed in ¼ hour increments and ¼ of an hour minimum).

Cost for use of stock photography or graphics purchased on behalf of Client for print or web use: \$10.00 to \$30.00 per image.

Schedule B

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature):

_____ Date _____

On behalf of FUSION FORWARD (authorized signature):

_____ Date _____



WM of Wisconsin Minnesota
Area Office
W132 N10487 Grant Drive
Germantown, WI, 53022
(888) 960-0008 / FAX: (866)
877-3790

Commercial Service Agreement
Non-Hazardous Waste

WM Agreement # S0001863838
Customer Acct # 518-12281
Acct. Name INDEPENDENCE COMMUNITY
SCHOOL
SIC 8299
Salesperson Todd Kuhse

Service Information

Name INDEPENDENCE SCH-BUS BARN*
Address 514 6TH AVE SE
City State Zip INDEPENDENCE, IA 50644-3046
County/Parish BUCHANAN
Telephone # (319) 334-7400
Fax #
Contact MIKE DONNELLY
Email
Last API 4/19/2010
Date

Service Details

Customer Comments The collection and hauling rates set forth above shall not be increased for one year, provided, however, that WM may increase rates based on increased disposal throughout the term of the agreement. 5% Rate increase on years 2 & 3.

Billing Information

Name INDEPENDENCE COMMUNITY SCHOOL
Address 514 6TH AVE SE
City State Zip INDEPENDENCE, IA 50644-3046
County/Parish BUCHANAN
Telephone # (319) 334-7400
Fax #
Contact MIKE DONNELLY
Email
Bill to Acct 12279
PO #
Effective Date 1/1/2012

Agreement Fees

Recurring

Admin Fee \$ 4.00

Conditional

Container Exchange Fee \$ 150.00
Removal Fee \$ 150.00
Customer Service Assisted \$ 8.00
Payment Charge

Equipment and Service - Commercial

Quantity	Equipment	Waste Type	Frequency	Pickup day	Attributes
1	1	2 Yard REL	MSW Commercial	1x Per Week	F

Service Charge \$ 83.84

This is not a bill

A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account an Recycle Material Offset fee (RMR) may vary from month to month based on the recyclable material commodity market conditions, and will appear on your invoice. Customer's Waste Materials does not exceed an average weight of (lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

Customer Signature _____ Printed Name _____ Date _____
Company Signature Todd Kuhse Printed Name Todd Kuhse Date 1-10-12



Commercial Service Agreement Terms and Conditions

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and Recyclable Materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, but Customer shall complete a Waste Profile for such Special Waste which has been approved by Company in writing. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Waste Materials provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. **TERM.** The term ("Term") of this Agreement is set forth on the service summary sheet of this Agreement. The "Initial Term" shall be the initial period after the Effective Date set forth on the service summary sheet of this Agreement ("Initial Term"). Unless otherwise specified on the service summary sheet, the Term shall automatically renew for the period set forth on the service summary sheet of this Agreement ("Renewal Term") unless either party gives to the other party written notice (See Section 10(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement for the remaining Term.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the first page, as it may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes or modifications to, or differences between, the actual equipment and services provided by Company to Customer and the agreed upon Equipment/Service specifications on the first page, (b) any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the first page; (c) for any increase in or other modification to its fuel or environmental cost recovery charges; (d) to cover any increases in disposal and/or third party transportation costs; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the first page, Customer's Last API Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Administrative Fee, Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, Customer and Company agree that this Agreement as so adjusted will continue in full force and effect for the remaining Term.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's property resulting from the provision of services.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly Charges multiplied by six; (b) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Term; (c) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly Charges multiplied by three; or (d) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) Any blanks or unfilled or unmarked boxes or spaces on this first page shall be deemed to be inapplicable and not affect the validity of this Agreement. (g) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (h) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.



RESORT AND PARK CATERING AGREEMENT
Independence High 2012 Dinner Event - G0604398

January 10, 2012

Brian Eddy
Independence Community School District
514 5th Ave SE
Independence, IA 50644

Dear Brian:

This letter confirms the understanding ("**Agreement**") between **INDEPENDENCE COMMUNITY SCHOOL DISTRICT** ("**you**" or "**your**") and **DISNEY DESTINATIONS** ("**we**," "**us**" or "**our**") for your function:

1. Agreement to Hold Function. You agree to hold the following food and beverage function with us, and we agree to provide food and beverage for your function, upon the terms and conditions of this Agreement.

General Function Information:

Your Representative(s) authorized to make decisions regarding your function:	Alan Feirer
Your Representative's(s): Phone Number	(515) 468-1969
Function Date:	Wednesday, January 2, 2013
Function Location/Start Time/End Time:	Epcot/8 PM/9:30 PM
Type of Function: Dinner Buffet	Estimated Number of Guests: 175

2. Function Location. We will determine the specific function space for your function (to the extent not designated above). In the event of inclement weather or for any other reason, we may in our sole discretion substitute your function location with another location within the *Walt Disney World*® Resort (the "**Resort**") that we believe will adequately accommodate your function requirements.

3. BEO. Food and beverage, together with any other attractions, entertainment or other services for your function, must be coordinated through our Catering & Convention Services Manager. A Banquet Event Order ("**BEO**") containing further details for your function will need to be established between you and our Catering & Convention Services Manager and must be signed by you at least ten days before your function date. You agree

to give us all the information we need to prepare the BEO at least 30 days in advance (or, if later, on the date of this Agreement).

4. Confirmed Number of Guests. You will notify us of the confirmed number of guests for your function via facsimile to **(407) 939-4896** at least 48 hours before your function Start Time (or by 12:00 noon on the preceding Friday if your function is on a Sunday, Monday or Tuesday). If you do not do so, your confirmed number of guests will be the "Attendance Guarantee" shown on the signed BEO for your function (or, if there is no such "Attendance Guarantee," the Estimated Number of Guests shown above). Your confirmed number of guests and your actual attendance may not exceed 200 persons (unless we agree otherwise in our sole discretion).

5. Food and Beverage Pricing. For your convenience, certain food and beverage menus that you may select from for your function may be attached to this Agreement. Prices for food and beverage (which depend on your menu selection) will be as specified on the attached menus, if any (if you select from those menus), or will be at our standard prices in effect at the time of your function (if and to the extent you do not select from those menus). Food and beverage prices are subject to a service charge (which is taxable) and applicable sales tax (currently, 21% and 6½%, respectively). Taxes and service charge are subject to change without notice. You agree to pay us for food and beverage for your confirmed number of guests or your actual number of guests, whichever number of guests is higher (subject to your guarantee under the "Food and Beverage Guarantee" Section of this Agreement).

6. Food and Beverage Guarantee. You guarantee a minimum food and beverage purchase by you from us for your function of at least **\$36.00 per guest**, including service charge and tax, but in no event less than **\$5040.00**, including service charge and tax. Taxes and service charge are subject to change without notice.

7. Rental Payment For Use of Function Location. You will remit to us a rental payment of **\$10.00 per Guest**, for the use of your function location. If you cancel your function for any reason, you will remain obligated to pay us this rental payment in addition to the food and beverage cancellation fee required to be paid by you hereunder.

8. Entertainment and Other Features. At your request, we may also provide attractions, entertainment and other features for your function. Please contact us to check availability and pricing. Entertainment reduction or cancellation within three weeks of your function date is subject to full charge as if no change had been made.

9. Deposit; Payment. A deposit of **\$500.00** is required with this Agreement. We will give you our estimate of the total food and beverage and any attractions, entertainment and other charges to be incurred by you for your function, and you agree to pay us this estimated amount (less such deposit) by **December 2, 2012**. If any changes to the details of your function result in additional estimated charges, you agree to prepay these charges in full within seven days (but not later than the day before your function). All payments must be made to the applicable address provided on the signature page of this Agreement. You must make arrangements satisfactory to us before your function for immediate payment of any additional charges that you may incur at your function. If we do not receive any payment when due, we may, by giving you written notice, release your function space (in which event you will be deemed for the purposes of this Agreement to have canceled your function and you will be liable to us for the cancellation fee provided for below). Any charges not previously invoiced or paid will be invoiced to you after your function and must be paid within 30 days.

10. Cancellation. You may not cancel your function for any reason (including, without limitation, inclement weather). If you do so, we would incur damages from the loss of food and beverage and related revenue from your function, but the actual amount cannot be determined at this time. Accordingly, in such event you agree immediately to provide written notice of cancellation to us and pay us, together with that notice, as liquidated damages (and not as a penalty), a food and beverage cancellation fee, plus any applicable taxes. The food and beverage cancellation fee will be equal to the applicable percentage shown below of the "anticipated food and beverage revenue" for your function (based on the date we receive both the notice of cancellation and the cancellation fee).

<u>Number of Days Before Function Date</u>	<u>Percentage of Anticipated Food and Beverage Revenue</u>
Less than 3 days before function date	90%
30 to 3 days before function date	80%
31 to 90 days before function date	50%
91 or more days before function date	30%

The "anticipated food and beverage revenue" for your function is \$6300.00 or, if higher, the amount determined by multiplying the confirmed number of guests for your function times the minimum amount of food and beverage per person (including service charges and taxes) that you have guaranteed to purchase from us under the "Food and Beverage Guarantee" Section of this Agreement. The parties agree that this cancellation fee represents a reasonable method to compensate us for our damages. If you contract with us for entertainment or other features for your function, you will also be responsible for any losses we may incur by reason of your cancellation of such entertainment or other features.

11. Attachments; Entire Agreement. The attached Additional Terms and Conditions and any other exhibits attached to this letter are an integral part of this Agreement and will be deemed incorporated into this Agreement to the same extent as if set forth in full in this letter. This letter and its attachments constitute the entire agreement between you and us as to the subject matter of this Agreement and supersede any and all prior communications, representations or agreements, whether oral or written, between you and us as to such subject matter.

12. Signing of Agreement. If this Agreement, including, without limitation, the attached Additional Terms and Conditions, is acceptable to you, please sign this Agreement and return it to us together with your required deposit by **January 18, 2012**. Your function date and location are being tentatively held until this date and will be held after this date only if you sign this Agreement and return it to us with your required deposit at our address shown below for correspondence and we receive these items on or before this date. If we do not receive the signed Agreement and your deposit by this date, your function date and location will be released and neither party will have any obligation to the other under this Agreement. Notwithstanding the above, should another person be interested in your function date and location before the above date, we may elect to notify you and give you three business days to sign and return this Agreement to us together with your deposit. If we do not receive a signed copy of this Agreement together with your deposit within this three business day period, your function date and location will be released and neither party will have any obligation to the other under this Agreement.

Sincerely,

DISNEY DESTINATIONS

ACCEPTED AND AGREED TO BY:

INDEPENDENCE COMMUNITY SCHOOL
DISTRICT

By: _____
Kim Armstong, CMP
Services Director

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Overnight Courier Address:

Catering & Convention Services
1601 W Buena Vista Dr
Lake Buena Vista, FL 32830
Attn: Elise Daniledes

Mailing Address:

Catering & Convention Services
1601 W Buena Vista Dr
Lake Buena Vista, FL 32830
Attn: Elise Daniledes

ADDITIONAL TERMS AND CONDITIONS (RESORT AND PARK CATERING AGREEMENT)

1. Function Times. You may not invite guests to arrive before your function "Start Time" and all guests must leave by your function "End Time." If your function is extended beyond these times (which requires our approval), you will be charged an additional fee as we deem appropriate based on our standard practice.

2. Food and Beverage. All food and beverage for your function must be provided and served by us and may not be removed from your function location.

3. Entertainment. The following provisions of this paragraph will be applicable if and to the extent, at your request, any entertainment is to be provided for your function: Entertainment in all areas accessible to guests not attending your function must be provided by or through us. We reserve the right in our sole discretion if necessary to substitute similar talent. All special music requests must be in writing and received by us at least 30 days before your function date. Musicians play in 40-minute set times with a 20-minute break each hour. Some musicians can move from location to location but their move is part of the set time and may require an additional charge. Characters meet-and-greet for 30 minutes (measured from the time they leave and return to their dressing rooms) and break for 30 minutes during each hour. Whether characters are provided for your function and the use of characters is subject at all times to our sole discretion.

4. Serving Alcohol. Florida law prohibits serving alcohol to persons under 21 years old. Proper ID forms (e.g., driver's license) may be requested of your guests before liquor service. All matters as to the serving of alcohol (e.g., the time at which serving must stop) are subject to all applicable laws.

5. Conduct of Function. You agree that you and your guests will use and occupy your function location in a safe, appropriate and careful manner and will comply with all applicable laws and regulations, and all policies and procedures established by us. You also understand that, as a result of your function taking place at the Resort, persons attending, watching or learning of your function will expect that all aspects of your function for which you or your guests are responsible will be in good taste and of the highest quality, consistent with the reputation and image of us and our parent, subsidiary and other related or affiliated companies (collectively, the "Disney Companies"). You agree to cause all aspects of your function for which you or your guests are responsible to adhere to this standard in all respects and, without limiting the foregoing, to comply with all our and other Disney Companies' standards and procedures in effect at the time of your function relating to the Resort, such as those as to dress and decorum. We may approve or disapprove in our sole discretion all entertainment, programmed activities, scenery, costumes, attire and other aspects of your function.

6. Third Party Vendors. All contractors and subcontractors you wish to hire to provide entertainment or other goods or services to or for you at the Resort must be approved by us and provide us with proof of insurance that is satisfactory to us and names us and our affiliated companies as additional insureds. You will be responsible for all acts and omissions of your contractors and subcontractors. You acknowledge that we may subcontract, arrange for or acquire goods or services through third parties and that we may receive a commission, referral or other fee in connection with goods or services that we or you acquire through third parties.

7. Admissions. You may not sell tickets or admissions to your function at the Resort (unless we otherwise agree in our sole discretion).

8. Late Payment; Collection Costs; Remedies. If you fail to pay us any amount when due, you agree to pay us a late payment charge on the unpaid balance at the rate of 1-1/2% per month or, if less, the maximum rate allowed by law; and any costs we may incur to collect any amount owed to us, including, without limitation, attorneys' fees and costs up through and including any appeal. Except to the extent this Agreement provides for liquidated damages, any right or remedy we may have under this Agreement is in addition to any other right or remedy we may have under this Agreement or at law or in equity.

9. Security. You will be responsible for any personal property and equipment that you bring into the Resort that may be damaged, lost or stolen during your function, and will not hold us or our affiliates responsible for any such loss or damage.

10. Information Provided to Us. You agree that any business proposals, suggestions or other ideas or information provided by you to us or our affiliates will not be confidential or proprietary, and may be used or disclosed by us or our affiliates without liability or compensation.

11. Decorations & Signage. All exhibits, displays, decorations, table set-ups, signs, banners and third party logos and trademarks to be used in connection with your function are subject to our prior approval in our sole discretion and, if required, the Reedy Creek Improvement District Fire Marshal. Banners (if approved) must be hung by our personnel (a fee will be charged).

12. Use of Disney Materials. Except as otherwise permitted in this Agreement or under another written grant or other written license by us or any other Disney Company (including, without limitation, Marvel Enterprises, Inc.), you agree that you will not use the name "Disney" (either alone or in conjunction with or as a part of any other word or name), any picture of the Resort or any fanciful character, design, logo, trademark, tradename, copyrighted work or symbol of us or any other Disney Company (including, without limitation, Marvel Enterprises, Inc.) in any advertisements, exhibits, displays or other materials or in any other manner whatsoever without our prior written approval (which may be withheld in our sole discretion). If you fail to strictly comply with the provisions of this paragraph, the Disney Companies will suffer irreparable harm and injury and accordingly you agree that such failure will be a material breach that will entitle us to terminate this Agreement (effective upon our delivery to you of written notice to that effect) and/or obtain injunctive and other equitable relief. The provisions of this paragraph shall be an independent covenant and shall survive your function or any cancellation thereof or any rights or obligations hereunder.

13. Photography. If you desire, directly or indirectly, to tape, film or photograph your function or function location or any part thereof, you will need to obtain our prior written approval in our sole discretion.

14. Force Majeure. If the performance by any party to this Agreement of any obligation under this Agreement (other than any payment obligation) is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, shortage of supplies and labor disputes; but excluding, if you are booking your function hereunder for a third party, any cause within the control of that third party), it shall be relieved of performance of such obligation (and any accompanying payment obligation) to the extent such performance is so directly limited or prevented, without liability of any kind (and if your function cannot be held by reason of any such cause you will not be liable to us for any cancellation fees). Nothing contained in this Agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable.

15. Limitation of Liability. In no event will we be liable to you for any indirect, special, consequential or punitive damages arising out of or relating to your function, any services to be performed by us or this Agreement or any termination hereof, even if we have been advised of the possibility thereof. In any event, our liability to you under this Agreement, if any, shall not exceed the minimum amount that you have guaranteed to pay us under this Agreement for your function.

16. Governing Law et. al. This Agreement shall be governed by the laws of the State of Florida without giving effect to any conflict of laws provisions thereof. Any dispute or claim arising out of or in connection with this Agreement will be submitted exclusively to the Circuit Court of Orange County, Florida (or if the Circuit Court will not have jurisdiction over the subject matter thereof, then to such other court sitting in such county having subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties consent to the exclusive jurisdiction of such court and to service of process outside the State of Florida pursuant to the requirements of such court in any matter submitted to it, and expressly waive the right to a jury trial.

17. Other Provisions. This Agreement is entered into in the State of Florida. No provision of this Agreement may be modified or waived except by a written instrument duly signed by both of the parties. If you fail to perform any of your obligations under this Agreement or any other agreement between you and us, we may terminate this Agreement (and as a consequence terminate all of our obligations hereunder) by giving you written notice. In such event, you will be deemed for the purposes of this Agreement to have canceled your function and you will be liable to us for any cancellation fees provided for in this Agreement (to the same extent as if you had canceled your function). Except to the extent this Agreement provides for liquidated damages, no remedy or election under this Agreement will be deemed exclusive, but will, whenever possible, be cumulative with all other remedies under this Agreement or at law or in equity. You may not assign this Agreement or any right or obligation hereunder.

**Iowa State University
COOPERATIVE AGREEMENT
by and between**

IOWA STATE UNIVERSITY AND INDEPENDENCE COMMUNITY SCHOOL DISTRICT

This agreement is made and entered into this _____ Day of _____, 2012 ("Effective Date") by and between IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY on behalf of its University Teacher Education Program (UTEP) ("University") and the INDEPENDENCE COMMUNITY School District (hereinafter referred to as the "Clinical Placement Site").

WHEREAS, University seeks to provide students of the Iowa State University ("Students") with experience in a setting in which the Students, while under appropriate supervision, learn to apply the methods, skills and standards of licensed professionals.

WHEREAS, Clinical Placement Site seeks to obtain the assistance of Students and also to establish relationships with and contribute to the education of future licensed professionals.

WHEREAS, University and Clinical Placement Site intend to offer clinical experiences to Students to support the Students' development of applicable knowledge, dispositions, and performances in a variety of settings.

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of engaging in a cooperative program through which the students of the Iowa State University may obtain appropriate clinical experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the University and Clinical Placement Site agree as follows:

1.0 Rights and Responsibilities of University.

1.1 The University's program coordinators shall determine eligibility of Students to participate in the clinical experience.

1.2 The placement of Students shall be accomplished on a cooperative basis involving both the University and the Clinical Placement Site including jointly defined qualifications for Students entering the clinical experience. The University will provide advance information to the Clinical Placement Site concerning the names of Students and dates for the clinical experiences to allow the Clinical Placement Site time and opportunity to reasonably accommodate the Students.

1.3 The University reserves the right to decline the services of any Clinical Placement Site's cooperating staff member, if any, subject to the non-discrimination provisions in Section 6.

1.4 The University's program coordinators, at any time and immediately in the case of an emergency, may terminate or change the assignment of any Student. Prior to doing so, the University's program coordinators shall make reasonable efforts to consult with all parties concerned regarding reasons for termination or changes in assignment. University will provide the Clinical Placement Site written notification of such termination or change.

1.5 The University will explain to the Students that, during the clinical experience at the Clinical Placement Site, they will be subject to the rules and regulations of the Clinical Placement Site, the University and the code(s) of ethics of the profession.

1.6 The University, after consultation with appropriate representatives of the Clinical Placement Site, will plan and conduct the educational program for the Students' experiences. The University will provide the Clinical Placement Site with discipline-specific goals and objectives, including prescribed minimum expectations and responsibilities for the Students, cooperating staff members, the Clinical Placement Site, and individuals supervising the Students.

1.7 The University will provide reasonable opportunities for the staff of the Clinical Placement Site to participate in joint planning and evaluation of Student experiences and to participate in the development of Student schedules at the clinical setting site. The final evaluation of the Student is the responsibility of the University.

1.8 The University will notify Students that they are to comply with all rules, regulations and procedures of the Clinical Placement Site during their clinical experience there.

1.9 The University will maintain communication and cooperation with the Clinical Placement Site and its cooperating teachers and staff to assure implementation of the goals and objectives of the clinical learning experiences contemplated by this Agreement.

1.10 The University shall assign and designate a point of contact that is to be responsible for planning and administering the clinical experience.

2.0 Rights and Responsibilities of Clinical Placement Site.

2.1 The Clinical Placement Site will provide a suitable environment for learning experiences for Students which are planned, organized, and administered by qualified staff in conjunction with designated University personnel, in accordance with mutually agreed upon discipline-specific goals and objectives.

2.2 The Clinical Placement Site and its cooperating teachers and staff shall maintain communication and cooperation with the University to assure implementation of the goals and objectives of the clinical learning experiences contemplated by this Agreement.

2.3 The Clinical Placement Site shall provide any Student assigned under this agreement with an orientation that includes a tour of its facility, an explanation of any applicable rules, regulations and procedures and other topics that will assure the Student a quality clinical experience.

2.2 The Clinical Placement Site reserves the right to decline the assignment of any Student or exclude any Student from its premises subject to non-discrimination as in provisions in Section 6.

2.3 The Clinical Placement Site shall provide an environment for the clinical experiences that supports learning in context and shall facilitate the Student's professional growth through educational assignments.

2.4. The Clinical Placement Site shall assign and designate a point of contact that is to be responsible for planning and administering the clinical experience.

2.5 The Clinical Placement Site shall provide adequate facilities, equipment and supplies to meet the educational objectives of the clinical experience.

2.6 Students shall perform the services contemplated by this Agreement only under the supervision of the Clinical Placement Site employees or agents. Students are trainees and shall not be used as a replacement for teachers, administrators or any other staff member of the Clinical Placement Site.

2.7 The Clinical Placement Site acknowledges that Student education records are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232(g) and 34 CFR Part 99, and that Student permission must be obtained before releasing directory or non-directory student data to anyone other than University. The Clinical Placement Site agrees to keep education records of Students confidential as required by FERPA.

3.0 Liability.

3.1 The Clinical Placement Site agrees to indemnify and hold harmless University, the Board of Regent's of the State of Iowa, the State of Iowa and their officers, employees and agents from any and all claims arising from activities provided or supervised by the Clinical Placement Site and from any and all liability, loss, damage, cause of action, cost and expenses, arising out of or in connection with any activities undertaken by the Clinical Placement Site, including its employees, in performing their duties and responsibilities under this Agreement or arising from a breach of the terms of this Agreement.

3.2 University agrees to be responsible for any and all claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees, or officers in the performance of the duties and obligations contemplated in the Agreement to the extent permitted by the Iowa Tort Claims Act, Chapter 669 of the Code of Iowa. Non-public schools are not covered under the Iowa Tort Claims Act, Chapter 669 of the Code of Iowa.

3.3. Student Liability

3.3.1. Clinical Placement Sites within Iowa agree to indemnify and hold Students participating in a clinical experience harmless from any and all tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their activities under this Agreement to the same extent the Clinical Placement Site shall do so for its officers and employees, as provided under the Code of Iowa, Sections 272.27 and 670.8 (Tort Liability of Governmental Subdivisions Act).

3.3.2. Professional liability insurance will be encouraged for all Students participating in in-state clinical experiences. Students, other than for those Students subject to the protections provided under Section 3.3.1 above, shall be required by University to obtain professional liability insurance while participating in an in-state clinical experience. Students participating in clinical experiences out of Iowa will be required to obtain professional liability insurance.

4.0 **Compensation.**

4.1 Compensation for Cooperating Teachers Supervising Clinical Experiences- Student Teaching.

4.1.1 The University agrees to compensate a cooperating teacher who satisfactorily serves as a cooperating teacher for a Student teacher for the full duration of a student teacher clinical experience.

4.1.2 If a cooperating teacher serves as a cooperating teacher for less than the full duration of a Student's student teaching clinical experience for any reason, his/her compensation will be prorated.

4.1.3 Upon completion of the student teaching assignments, University will make payment for a cooperating teacher's/staff member's services within a reasonable time after receipt of written evidence from the Clinical Placement Site that a cooperating teacher/staff member has satisfactorily served as a cooperating teacher/staff member for a Student.

4.2 Compensation for Cooperating Staff Supervising Clinical Experiences -Non-Student Teaching

4.2.1 University agrees to compensate a cooperating teacher in accordance with the Clinical Placement Site's policies and procedures for non-student teaching supervision. The Clinical Placement Site shall direct the cooperating teacher/staff members assigned to serve as a cooperating teacher/staff member for a Student to provide University appropriate documentation, when direct payment is made to cooperating teacher/staff member for a Student.

4.2.2 If a cooperating staff member serves as a cooperating staff member for less than the full duration of a Student's Clinical experience in school psychology or school counseling for any reason, his/her compensation will be prorated accordingly in University's sole discretion.

4.2.3 No compensation will be provided to the Clinical Placement Site or any cooperating staff member for any clinical experience other than those specifically provided for herein.

4.3 **No Compensation for Students**

4.3.1 Both parties agree that no Student in the clinical experience program shall be compensated for the services contemplated under this Agreement. Students are not employees of either University or Clinical Placement Site and are not required nor entitled to be paid any wage, salary or benefits and will not be covered for Worker's Compensation, Social Security, or Unemployment Compensation programs.

5.0 **Term, Revisions and Termination.**

5.1 This Agreement shall commence beginning on the Effective Date of this Agreement, and shall continue for two years but it is automatically renewable unless a termination notice is provided.

5.2 This Agreement may be terminated for any reason by either party upon one hundred twenty (120) days written notice. Should notice of termination be given, Students assigned to the Clinical Placement Site shall be allowed to complete any previously scheduled Clinical experience then in progress at the Clinical Placement Site.

5.3 Requests for revision of this Agreement or notice of termination to the Clinical Placement Site shall be directed to:

5.4 Requests for revision of this Agreement or notice of termination to the University shall be directed to:

6.0 **Non-Discrimination.** Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party will discriminate against any Student on the basis of race, national origin, color, religion, sex, age, marital status, sexual orientation, gender identity, disability, or status as a U.S. Veteran.

7.0 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Iowa, which shall also be venue for any disputes arising hereunder.

8.0 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendments hereof must be made in writing and agreed to by the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

CLINICAL PLACEMENT SITE

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

UNIVERSITY

By: _____

Its:

Date: _____

By: _____

David Whaley, Ph.D.

Its: Associate Dean for Teacher Education,
College of Human Sciences

Date: _____



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LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

Please Read Carefully.

This Lease/Rental Agreement Terms and Conditions ("Agreement") specifies the terms and conditions for the rental of theatrical curtains, backdrops, draperies, and pipe and base offered by Grosh Scenic Rentals, Inc. ("Us" or "We"). Please review this Agreement and its terms and conditions carefully.

1. **Indemnity.** Lessee/Renter ("You") agree to defend, indemnify, and hold us harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the products rented/leased ("Product"), including, without limitation, as a result of its operation or use, maintenance, or possession, irrespective of the cause of the Claim or as a result of your breach of any terms of this Agreement, except as the result of our sole negligence or willful act.

2. **Loss or Damage to Product.** You are responsible and agree to indemnify us for any loss, damage or destruction of the Product, including, without limitation, loss or damages occurring while loading and unloading, while at any and all locations, while in storage and while on your premises, except that you shall not be responsible for damage to or loss of the Product caused by our sole negligence or willful misconduct. Loss or delay in shipment and your damages as a result of such delay shall be at your sole risk. You are also responsible for loss of use of the Product during the time it is being repaired or replaced, as applicable, as set forth in more detail below. A damage waiver may be purchased to cover all damages except loss or damage by willful act or gross negligence. The damage waiver does not cover any weather related damage due to use of an item outdoors which is prohibited.

3. **Lease Term and Rental Fees.** The lease term and rental fees for the Product rented/leased by you shall be stated on your order.

4. **Blanket Rental Agreement.** From time to time on a continuing basis, we will rent/lease our Products to you. As to each and all such Products rented/leased by you, you agree to be bound by all of the terms and conditions of this Agreement.

For each rental, the following items shall be specified on your order and/or on our confirmation of your order:

- a. Term of the lease/rental.
- b. Identity of the Product.
- c. Lease/rental rate.
- d. Item conditions.

5. **Rental Fees.** The following additional fees are subject to change without notice and shall apply to each order placed with us:

- a. **Reservation Fee.** In order to hold the Product to be rented/leased by you, we require a ***non-refundable pre-payment*** fee of \$50.00 per item. For all online rentals, the full balance of the order will be charged on the credit card provided. If you are on account with us, a purchase order number must be submitted to us. The non-refundable pre-payment fee must be paid within Net 30 days. If you are not on account and are making an order by phone, you must submit your non-refundable pre-payment fee to us. The balance of your purchase order/rental fee must be paid in full at least ten (10) days prior to the date of shipment in order to preserve your reservation. We accept reservation payments by check or credit card: VISA, MASTERCARD, AMERICAN EXPRESS or DISCOVER.
- b. **Shipping and Handling Fees.** We will ship all items pre-paid roundtrip via Federal Express, unless otherwise specified. We will ship to you with UPS or DHL provided that you have an existing account with either carrier. You agree to provide us with the name of the person or shipping agent who will receive your order and the exact address where your order will be accepted. You are responsible for returning the Product to us by the return date and at the location specified by us on your order. You are also responsible for returning the order back to our studio by your contract return date. Return the shipment to the appropriate warehouse for the item(s) rented shown on the label affixed to the inventory, either located at 4114 Sunset Blvd., Los Angeles, CA 90029 or 4631 O'Hara Drive - Suite B, Evansville, IN 47711. **WARNING: *If the Product is returned to us on our account or C.O.D., you agree to pay an additional handling charge of twenty percent (20%) of the shipping cost. If you have a credit card on file with us, you agree that this amount may be charged to your credit card.***
- c. **Credit Card Transactions.** If you have a credit card on file with us, you agree that for any orders placed by credit card any non-refundable pre-payment, deposit, full payment, extended rental, damage charges or late fees may be charged to your credit card.

6. **Cancellation of Order.** You agree and understand that the \$50.00 pre-payment fee per item used to confirm your reservation is non-refundable. ***For any order that is cancelled two (2) business days or less prior to the scheduled date of shipment, you will be billed the entire rental fee as shown on your order.***

7. **Duty to Inspect.** You will inspect the Product within two (2) days after its receipt. Unless you give written notice to us within that time, specifying any defect in or other proper objection to the Product, you agree that it will be conclusively presumed that you have fully inspected the Product and acknowledged that the Product is in good condition and repair and that you have accepted the Product in that good condition and repair.

8. **No Warranties.** The Product will be rented/leased "as is." We make no warranties, either express, implied or otherwise, that the Product is fit or suitable for your intended use (for example and without limitation, with regard to its size, color, condition or other attributes), or for any other purpose.

9. **Installation; Condition of Product.** You will provide the tools, equipment and personnel necessary to set up the Product at your location. Inability to set up the Product will be at your sole risk. The rent on the Product will not be prorated or abated while the Product is being repaired for any reason for which you are liable. We will not be under any liability or obligation in any manner to provide service, maintenance or repairs for the Product.

10. **Valuation of Loss.** Unless otherwise agreed in writing, you shall be responsible to us for the replacement cost value or repair costs of the Product (if the Product can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, you shall file a police report. Loss of use shall be determined by the actual loss sustained by us. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Product. We will not be bound by any insurance company's valuation of the Product based on a calculation of actual cash value or total loss value.

11. **Bailment.** This Agreement constitutes a lease or bailment of the Product and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Product, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Product.

12. **Accident Reports.** If the Product is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance in the investigation and defense of any Claims. You will promptly deliver to us any documents served or delivered to you, your employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.

13. **Return.** By or before the return date on your order, you will return the Product to us free from all damage and in the same condition and appearance as when received by you. If you fail or refuse to return the Product to us, we will have the right to take possession of the Product and for that purpose to enter any premises where the Product is located without being liable in suit, defense, or other proceedings to you.

14. **Late Fee.** If you return the Product to us after the return due date specified on your order, you agree to pay us a late fee equal to thirty percent (30%) of the weekly rental charge per day, per item until the Product is received by us.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement will be binding on any of the parties unless set forth in writing and signed by both parties.

16. **Applicable Law.** This Agreement will be deemed to be executed and delivered in Los Angeles, California and governed by the laws of the State of California.

17. **Arbitration.** Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of the Agreement are subject to arbitration before a single neutral arbitrator under the auspices of the American Arbitration Association and subject to the Commercial Arbitration Rules thereof. The results of such arbitration shall be reduced to writing and will be binding upon all parties. The prevailing party in the arbitration shall be entitled to recover reasonable costs, including attorneys' fees, as determined by the arbitrator. The parties further agree that in any dispute resulting in arbitration or litigation venue shall be Los Angeles County, California.

18. **Severability.** If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

19. **Amendment or Modification.** This Agreement may not be amended, modified, or altered in any manner except in a writing signed by both parties.

20. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL WE BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO YOUR LEASE OF THE PRODUCT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. **Contact Information**

Grosh Scenic Rentals, Inc.

4114 Sunset Blvd
P.O. Box 29579
Los Angeles CA 90029
<http://www.grosh.com>
Email: info@grosh.com
Toll Free (877) 363-7998
Fax (323) 664-7526

4631 O'Hara Drive
Suite B
Evansville IN 47711
<http://www.grosh.com>
Email: info@grosh.com
Toll Free (877) 363-7998
Fax (323) 664-7526

22. **Facsimile/Scanned Signature.** This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

I have read and understood the foregoing and I agree to be bound thereby.

Company Name

Date

Authorized Signature

Title