# **BOARD REPORT**

July 18, 2011

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

# INDEPENDENCE COMMUNITY SCHOOL DISTRICT



1207 First Street West Independence, Iowa 50644

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Jean Peterson Superintendent

Lynnette Engel Director of Finance Board Secretary/Treasurer

July 15, 2011

To: All School Board Members Voting Orders:

From: Jean Peterson, Superintendent

Dawnye Sturtz – DD #2 '11

Charlie McCardle – DD # 3 '11

Like Chairman – DD # 3 '12

John Christensen – DD # 3 '13 Kathryn Jensen – DD # 1 '11 Stacy Henderson – At-Large '13

Re: Working agenda for the regular meeting on **Monday**, **July 18**, **2011** beginning at **6:30 p.m.** at the **School Administration Office**, 1207 First Street West, Independence, Iowa

1. PLEDGE OF ALLEGIANCE A. Call to Order

#### 2. SPOTLIGHT ON EDUCATION

A. Girls Soccer

Congratulations to the 2011 Girls State Soccer participants. We would like to recognize and honor the following members of the Girls Soccer Team: Abby Biggs, Maria Breitsprecher, Sophie Dorman, Sarah Gaffney, Megan Gustafson, Natasha Heister, Carley Hersom, Kendra Kehrli, Lyda Kennicker, Riley Liss, Angie McCardle, Katherine McElroy, Katelynn Miller, Lizzy O'Loughlin, Haylee Rathbun, Natalie Reeder, Connor Shaffer, Sophie Shiffman, Ellie Straw, Taryn Tarpy, Sarah Terhark, Mackenzie Thompson, Emily Wilson and Tori Zasadny.

Three players earned all-state honors from the Iowa High School Soccer Coaches Association. Special congratulations to Tori Zasadny who made the first team in Class 2A and Lyda Kennicker and Lizzy O'Loughlin who made the second team.

We would also like to recognize the following managers: Julia Grover, Paige King and Mary O'Loughlin.

Special thanks to trainers Kalika Staker, Steph Bantz and Melissa Corkery and Coach Trish O'Loughlin and Assistant Coach Bobby Lynch.

#### 3. CONSIDERATION OF ACTION ON CONSENT ITEMS

A. Approval of the minutes of the special session on June 15, 2011, the regular meeting on June 20, 2011, the special session on June 22, 2011, the work session on June 22, 2011, the special session on June 29, 2011 and the special session on July 8, 2011.

Motion 3.A.

I am seeking approval of the minutes.

B. Approval of Agenda

Motion

I am seeking approval of the agenda.

C. Approval of Board Policies (\* changes noted)

Motion 3.C.

# Second Readings:

	POLICY #	POLICY NAME
1.	507.3 & 507.3E1*	Communicable Diseases and Students and Communicable Disease Chart
2.	400	Role of and Guiding Principles for Employees
3.	401.1	Employee Orientation
4.	401.2	Equal Employment Opportunity
5.	401.3	Employee Conflict of Interest
6.	401.4	Nepotism
7.	401.5	Employee Complaints
8.	401.7	Employee Relations to the Administration and to the Board
9.	401.8	Employee Involvement in Decision Making

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

# First Readings:

	POLICY #	POLICY NAME
1.	401.9	Use of School District Facilities & Equipment by Employees
2.	401.10	Use of School District Materials for Internal Communications
3.	401.11	Transporting of Students by Employees
4.	401.12*	Travel for the Board of Education, Administrators and Employees
5.	401.13	Employee Activity Passes
6.	401.14	Recognition for Service of Employees
7.	401.15	Employee Political Activity
8.	401.16	Credit Cards
9.	401.19	Meeting Expenses

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

# D. New Hires (pending acceptable background checks)

Motion

NAME	ASSIGNMENT	SALARY	DATE
Roger Barloon	High School Musical Director	\$2,441	08/01/2011
Jonathan Walter	Marching Band Coach	\$1,978	08/01/2011

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

E. Resignations Motion

NAME	ASSIGNMENT	DATE
Jim Arnold	Assistant Boys Basketball Coach	07/13/2011
Kyle Bentley	Assistant Boys Basketball Coach	07/13/2011
Emily Griffin	.5 FTE Assistant Speech Coach	07/12/2011
Melissa Kearns	West Elem 5.75 hr Special Education Associate	07/06/2011

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

### F. Termination of Contract(s) – Classified Staff

Motion

I am seeking approval of the following termination(s) due to budgetary decisions for the 2011-2012 school year:

• Jessi Dorsey, Farm to School Coordinator

#### Roll Call Vote

G. Approval of Financial Reports

Motion 3.G.

- 1. Approval of Bills Director Sturtz will have reviewed the bills
- 2. Vendor Report
- 3. Board Report
- 4. ANNOUNCEMENTS, COMMUNICATIONS and PRESENTATIONS
  - A. Comments from the public
  - B. Comments from the Board
  - C. Presentations

#### 5. OLD BUSINESS

A. 2012 IASB Legislative Action Priorities

Motion 5.A.

It is time to narrow our choices down to the top five as agreed to by the Board. Once it has been decided we will submit them to IASB for the upcoming delegate session in November.

#### NEW BUSINESS

A. Affirmative Action Plan

Motion 6.A.

I am seeking approval of the Affirmative Action Plan for the 2011-2012 school year.

B. Four Year Old Preschool Contracts

Motion 6.B.

I am seeking approval of the Statewide Four Year Old Voluntary Preschool Contracts between Independence Community School District and Wee Care, St. Johns and Kidsville for the 2011-2012 school year.

C. Contracted Services Agreement with Tri-County

Motion 6.C.

I am seeking approval for the Contracted Services Agreement with Tri-County Child & Family Development Council, Inc. The term of this Agreement is August 22, 2011 through May 22, 2012.

D. Millennium Therapy Contract Agreement for 2011-2012

Motion 6.D.

We are seeking approval of the Millennium Therapy Contract Agreement for the 2011-2012 school year.

E. Concrete Work

Motion 6.E.

I am seeking approval to accept the concrete bid from Webb Concrete for \$26,500 as recommended by Kim Chesmore.

F. Auto CADD Computer Upgrade

Motion

I am seeking approval to purchase thirty three HP computers at a cost of \$33,000 from HP Direct as recommended by Steve Noyes, Director of Technology. This is to upgrade the current Auto CADD Computer Lab.

G. Agreement with Autodesk Educational Products/Imaginit Technologies I am seeking approval to enter into the agreement with Autodesk Educational Products/Imaginit Technologies. This is for the software license to be used in the Auto CADD Computer Lab.

Motion 6.G.

H. Board Self Evaluation

Discussion 6.H.

The board members will be provided with an evaluation form to be completed individually.

I. Review Board Goals

Discussion 6.I.

7. ADJOURNMENT Motion

#### UPCOMING MEETINGS -

Monday, August 15th Regular Meeting 6:30 p.m. - Central Office Board Room, Independence Monday, September 19th Regular Meeting 6:30 p.m. - Central Office Board Room, Independence

# Independence Community School Board Minutes Special Session June 15, 2011

A special session of the Independence Community School Board was called to order at 6:30 p.m. by Chairperson Dawnye Sturtz at West Elementary Commons, Independence, Iowa.

Members Present:

Chairperson Dawnye Sturtz, John Christensen,

Charlie McCardle, Kathryn Jensen,

Stacy Henderson

Superintendent Present:

Jean Peterson

Board Sec/Treas Present:

Lynnette Engel

Press Present:

John Klotzbach, "Independence Bulletin Journal"

Steven Smith, "The News"

Visitors Present:

Interested Patrons

#### 1. Consideration of Action on Consent Items

**A. Approval of Agenda** – Motion Christensen, second Henderson to approve the agenda and the first reading of Board Policy. All voted "aye". Motion carried.

# B. Approval of Board Policy -

First Reading

POLICY #		POLICY NAME
1.	701.6 (new policy)	Governmental Accounting Practices

# 2. Announcements, Communications and Presentations

- **A. Comments from Board Member McCardle** Charlie McCardle wanted to make sure the community knew the pictures that were taken for Prom Parade as well as Graduation are posted out on the District's Facebook page and are available to download and print for free. Do a search for "Independence School" to request becoming a "friend".
- **B.** Presentation T.E.A.M. committee recommendation for new 7-12 facility Superintendent Peterson, Keith Donnelly and other members of T.E.A.M. presented the school board with the history, the formulated committees, the financing and the layout of the proposed new facility for the board to consider.
- **C.** Comments from the Public Sixteen people from the public addressed the Board in support of the new facility.

# 3. New Business

**A. Proposal for new Junior/Senior High School** – Motion McCardle, second Christensen to receive and accept the proposal from the T.E.A.M. Committee for a new Junior/Senior High facility. All voted "aye". Motion carried.

# 4. ADJOURNMENT

Motion Henderson, second Jensen to adjourn the meeting at 7:43 p.m. All voted "aye". Motion carried.

Dawnye Sturtz Chairperson Lynnette Engel Secretary

# Independence Community School Board Minutes Regular Meeting June 20, 2011

A Regular meeting of the Independence Community School Board was called to order at 6:30 p.m. by Chairperson Dawnye Sturtz at the /administration Building, Independence, Iowa.

Members Present: Chairperson Dawnye Sturtz, Charlie McCardle,

Kathryn Jensen, Stacy Henderson, John Christensen

Superintendent Present: Jean Peterson

Board Sec/Treas. Present: Lynnette Engel

Press Present: Steven Smith, "The News"

John Klotzbach, "Independence Bulletin Journal"

Visitors Present: Interested Patrons

#### 1. FRIEND OF EDUCATION

**A.** Mrs. Sornson recognized Charlie McCardle, Cindy McCardle and Buffy Campbell for donating the photography of our Buchanan County Success Center and Independence High School graduates. The photos may be viewed on Facebook.

#### 2. SPOTLIGHT ON EDUCATION

**A.** Mrs. Sornson recognized Mackenzie Black and Kurtis Christensen for finishing 14th at the 2011 State Coed Golf Tournament. A special thanks went to Coach Joel Dinger and Coach Ryan Ruffcorn.

- **B.** Mrs. Sornson recognized the 2011 State Track participants. We would like to recognize and honor the following members of the Girls Track Team:
- Ashlyn Bagge, Kara Meyer, Brittany Short and Kelsey Zieser finished 11th in the 4x800
- Mickey Geertsma, Chloe Kaiser, Olivia Kaiser and Quinci Morris finished 9th in the 4x200
- Chloe Kaiser, Olivia Kaiser, Brittany Short and Kelsey Zieser finished 11th in the 4x400
- Olivia Kaiser finished 10th in the open 400
- Quinci Morris finished 7th in the 100 meter dash & 8th in the 200 meter dash A special thanks went to Coach Jason Lang and Assistant Coach Bill Stamper.

#### 3. CONSIDERATION OF ACTION ON CONSENT ITEMS

Motion Christensen, second Henderson to approve the following consent items 3-A, 3-B (to include the addendum), 3-C, 3-D, 3-E, 3-F and 3-G. All voted "Aye." Motion carried.

**3-A APPROVAL OF MINUTES** Approval of the minutes of the public hearing on May 23, 2011 and the regular meeting on May 23, 2011.

# 3-B APPROVAL OF AGENDA (to include the addendum)

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

# Second Readings:

u.c.	POLICY #	POLICY NAME
1.	304.1	Administrative Positions
2.	304.8	Administrator Civic Activities
3.	305	Reduction in Administrative Positions
4.	306.1	Development and Enforcement of Administrative Regulations
5.	306.2	Monitoring of Administrative Regulations
6.	307	Administrator Code of Ethics
7.	308	Succession of Authority to the Superintendent
8.	309	Communication Channels
9.	604.10	Home School Assistance Program
10.	701.6 (new policy)	Governmental Accounting Practices

# First Readings:

	POLICY #	POLICY NAME
1.	507.3 & 507.3E1*	Communicable Diseases and Students and Communicable Disease Chart
2.	400	Role of and Guiding Principles for Employees
3.	401.1	Employee Orientation
4.	401.2	Equal Employment Opportunity
5.	401.3	Employee Conflict of Interest
6.	401.4	Nepotism
7.	401.5	Employee Complaints
8.	401.7	Employee Relations to the Administration and to the Board
9.	401.8	Employee Involvement in Decision Making

# 3-D Transfers/Reassignments

NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	DATE
Shelly Bellendier	West Elem 7 hr Sp Ed Assoc	East Elem 7 hr Sp Ed Assoc	2011-12 School Yr
Sandy Johnson	East Elem 7 hr Sp Ed Assoc	West Elem 7 hr Sp Ed Assoc	2011-12 School Yr

#### 3-E New Hires

NAME	ASSIGNMENT	SALARY	DATE
Marie Alston	West Elem Summer Enrichment Camp Assoc	\$8.75/hour	06/20/2011
Cindi Barenz	K-2 Summer Accelerated Reading Associate	\$9.10/hour	06/28/2011
Angie Bonefas	PK-2 Sp Ed Summer School Teacher	\$21.12/hour	06/28/2011
Tami Corbin	PK-2 Sp Ed Summer School Associate	\$8.75/hour	06/28/2011
Robin Crawford	PK-2 Sp Ed Summer School Teacher	\$32.99/hour	06/28/2011
Jim Heinz	7 <sup>th</sup> & 8 <sup>th</sup> Grade Summer School Teacher	\$26.39/hour	06/01/2011
Chris Hogan	PK-2 Sp Ed Summer School Associate	\$8.75/hour	06/28/2011
Melissa Kearns	2 <sup>nd</sup> Grade At Risk Summer School Associate	\$9.10/hour	06/28/2011
Rachel Keber	Elementary Vocal Music Teacher	\$34,081	08/17/2011
Sue Knott	2 <sup>nd</sup> Grade At Risk Summer School Teacher	\$36.51/hour	06/28/2011
Deana Miller	PK-2 Sp Ed Summer School Associate	\$9.10/hour	06/28/2011
Emily Pearson	West Elem Special Education Teacher (Strat II)	\$34,081	08/17/2011
Diane Shonka	7 <sup>th</sup> & 8 <sup>th</sup> Grade Summer School Associate	\$8.85/hour	06/06/2011
Donna Simmons	PK-2 Sp Ed Summer School Associate	\$9.10/hour	06/28/2011

3-F Resignations

NAME	ASSIGNMENT	DATE
Dawn Keenan	.5 FTE Assistant Speech Coach	06/08/2011
Amanda Kellar	ECC Special Education Teacher	06/07/2011
Jennifer Peters	Marching Band Coach	05/31/2011
Byron Reeder	Jr/Sr High .5 FTE Math Teacher	06/14/2011
Casey Reinkoester	Head Boys Soccer Coach	05/24/2011

# 3-G Approval of Financial Reports

- 1. Approval of Bills Director McCardle will have reviewed the bills
- 2. Vendor Report
- 3. Board Report

# 4. ANNOUNCEMENTS, COMMUNICATIONS AND PRESENTATIONS

- **A**. 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. No members of the audience addressed the Board.
- **B**. Christensen attended the old Creamery Theatre performance and thought it was an excellent production. He has also heard nothing but great comments about the presentation that was presented for the new facility last week.

  McCardle attended both basketball shooting camps as well as substate and state soccer games. He has also been getting calls and comments regarding the new facility. People are sharing their thoughts and being very positive.

Henderson commented how the multi-purpose facility is looking really great and encouraged people to stop out there to look if they haven't yet.

Sturtz along with McCardle attended the town hall meeting with the Governor. She also thanked the TEAM for their presentation, acknowledged Mike Donnelly for his years of dedication to the district and welcomed Rob Arnold as our new AD/Asst. JR/SR High Principal.

#### C. Presentations

- 1. 1 Mile and 5k Fun Run PTO
  - A. Heather Meador addressed the board on behalf of the PTO to let them know they are in the planning stages of putting together a 1 mile and 5k fun run fundraiser that will be held this fall. There will be more infoormation to come.
- 2. ITBS/ITED and MAP Data
  - A. Mrs. Merritt addressed the board and shared the data that has been collected from the spring testing. She has caught an error in the ITBS testing data, so she will bring revised numbers for review at a later date. Mrs. Merritt then explained the MAP data results.

#### 5. Reports

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

#### 6. Old Business

**6-A Green Cleaning Resolution** – Motion McCardle, second Jensen to approve the Environmentally Preferable Cleaning Products Mandate Opt-Out Resolution. Roll call vote: McCardle – Aye, Sturtz – Aye, Henderson – Aye, Christensen – Aye, Jensen – Aye. Motion carried 5-0.

#### 7. New Business

#### 7-A Moving Expense Stipend

Motion Christensen, second Jensen to approve to help with moving costs for Robert Arnold to be used prior to December 1, 2011; amount not to exceed \$1,500. All voted "Aye". Motion carried.

#### 7-B Travel Request

Motion Jensen, second Henderson to approve Mary Jean Blaisdell, Donalyn Pogue, Julie Flickinger and Kathy Eilers to attend the Boost Up Workshop (Sensory Integration/Learning Readiness) in Minneapolis, MN departing July 18, 2011 and returning July 21, 2011. All voted "Aye". Motion carried.

### 7-C Classroom Technology

Motion Jensen, second Christensen to approve the purchase of visual presentation devices and interactive white boards for regular classrooms grades K-6 and for special education classrooms PK-12. All voted "Aye". Motion carried.

**7-D Transportation Shared Services Agreement with Jesup Schools for 2011-2012** Motion Christensen, second Henderson to approve the Transportation Shared Services Agreement with Jesup Community School District for 2011-2012. All voted "Aye". Motion carried.

#### 7-E SAI Mentoring and Induction Program

Motion Jensen, second McCardle to approve the Agreement between Independence Community School District and School Administrators of Iowa. All voted "Aye". Motion carried.

### 7-F 2012 IASB Legislative Action Priorities

Discussion was held by the board regarding the Legislative Action Priorities for the 2011-12 school year. Each board member was asked to get their top five priorities to Secretary Engel no later than July 6<sup>th</sup> so it can be decided at the July board meeting.

#### 7-G 28E Agreement with Hawkeve Community College for 2011-2012

Motion McCardle, second Jensen to approve the 28E agreement with Hawkeye Community College to engage in a partnership to provide Project Lead the Way (PLTW) programming to our students for the 2011-2012 school year. All voted "Aye". Motion carried.

#### 7-H Contracted Sharing Agreement with Hawkeye Community College

Motion McCardle, second Jensen to approve the Contracted Sharing Agreement with Hawkeye Community College for the 2011-2012 year. This is for classes offered at the Independence Outreach Center. All voted "Aye". Motion carried.

# 7-I Contracted Sharing Agreement with Hawkeye Community College

Motion McCardle, second Jensen to approve the Contracted Sharing Agreement with Hawkeye Community College for the 2011-2012 year. This is for classes offered at the Junior-Senior High School. All voted "Aye". Motion carried.

#### 7-J Camp EWALU Contract

Motion Jensen, second Christensen to approve the Independence students (grades 6 through 8) to attend Camp Ewalu for the Low and High Ropes Challenge Courses. Dates of the events are September 26, October 5 and October 12, 2011. All voted "Aye". Motion carried.

#### 7-K Response to Intervention (RtI)

Discussion was held by the board in regards to Response to Intervention, formerly known as Instructional Decision Making. This process will be mandated in 2012-2013 and uses student data to determine appropriate steps in instruction and how to best help students succeed.

# 7-L Classified Non-Union, District Exempt Non-Union, Certified Non-Union and Administration Contracts for 2011-2012

Motion Christensen, second McCardle to approve the Classified Non-Union, District Exempt Non-Union, Certified Non-Union and Administration Contracts for 2011-2012. All voted "Aye". Motion carried.

RECESS WAS TAKEN FROM 8:21-8:31 P.M.

#### 7-M Closed Session

Motion Jensen, second Henderson to recess to closed session as provided in Section 21.5(i) of the Iowa Code; *To evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.* Roll call vote: McCardle – Aye, Sturtz – Aye, Henderson – Aye, Christensen – Aye, Jensen – Aye. Motion carried 5-0.

RETURNED TO OPEN SESSION AT 10:45 P.M.

## 7-N Superintendent's Contract

Motion Christensen, second Henderson to maintain the current 2-year contract with a revision of an additional \$2,000 in salary for the 2011-2012 school year. All voted "Aye". Motion carried.

#### 7-O Fund Raising Request

Motion Henderson, second McCardle to approve the following fund raiser request. All voted "Aye". Motion carried.

GROUP	DESCRIPTION OF EVENT	PURPOSE	START UP COSTS	TARGET AMOUNT	DATE
High School	Sell pizza to community	Cheerleading		\$100	6/17/2011
Cheerleaders	at Friday Night Live	equipment			

#### ADJOURNMENT

Motion Jensen, second Christensen to adjourn the meeting at 10:49 p.m. All voted "Aye". Motion carried.

Dawnye Sturtz Lynnette Engel Chairperson Secretary

# Independence Community School Board Minutes Special Session June 22, 2011

A special session of the Independence Community School Board was called to order at 6:45 p.m. by Chairperson Dawnye Sturtz at the Administration Building, Independence, Iowa.

Members Present: Charlie McCardle, Kathryn Jensen, Stacy Henderson, John

Christensen, Dawnye Sturtz

Superintendent Present: Jean Peterson

Board Sec/Treas Present: Lynnette Engel

Press Present: John Klotzbach, "The Independence Bulletin Journal"

Visitors Present: Interested Patrons

# 1. Consideration of Action on Consent Items

Motion Christensen, second McCardle to approve 1-A, 1-B and 1-C. All voted "Aye". Motion carried.

#### 1-A Approval of Agenda

#### 1-B New Hires

NAME	ASSIGNMENT	SALARY	DATE
Heather Gilroy	ECC Special Education Teacher	\$34,081	08/17/2011

#### 1-C Resignations

NAME	ASSIGNMENT	DATE
Bradley Schmitt	Assistant Volleyball Coach (Grades 9-12)	06/20/2011

#### 2. New Business

2-A Travel Request Form – Motion Henderson, second Jensen to approve the travel request form for Independence wrestlers and coaches to attend a wrestling camp at Wisconsin Dells, WI leaving June 26, 2011 and returning June 29, 2011. All voted "Nay". Motion failed. Motion Christensen, second Henderson to approve the travel request form for Independence wrestlers and coaches to attend a wrestling camp at Wisconsin Dells, WI leaving June 26, 2011 and returning June 29, 2011 waiving school policy requiring an administrator be in attendance. All voted "Aye". Motion carried.

- **2-B Google Email Archiving Contract** Motion Christensen, second McCardle to approve a one year contract with Google to provide email archiving services from July 1, 2011 to June 30, 2012. All voted "Aye". Motion carried.
- **2-C SAM Contract with SAI** Motion Henderson, second Jensen to approve for our district to continue to partner with SAI to provide the necessary support services for our SAM position in the District for the 2011-2012 school year. All voted "Aye". Motion carried.

#### 3. ADJOURNMENT

Motion Christensen, second Jensen to adjourn the meeting at 7:09 p.m. All voted "aye". Motion carried.

Dawnye Sturtz President Lynnette Engel Secretary

# Independence Community School Board Minutes Work Session June 22, 2011

A work session of the Independence Community School Board was called to order at 7:10 p.m. by Chairperson Dawnye Sturtz in the Administration Building, Independence, Iowa.

Members Present: Chairperson Dawnye Sturtz, John Christensen,

Charlie McCardle, Kathryn Jensen,

Stacy Henderson

Superintendent Present: Jean Peterson

Board Sec/Treas Present: Lynnette Engel

Press Present: John Klotzbach, "Independence Bulletin Journal"

Visitors Present: Interested Patrons

#### 1. 7-12 Facility Planning

The Board discussed the pros and cons of the two possible locations for the new Jr./Sr. High facility. Brad Simonson from HSR Associates, Inc. was on hand to help lead the discussion. Notes were taken and the board allowed all community members present an opportunity to address the board with their comments/thoughts. A special session will be scheduled to finalize the location.

#### ADJOURNMENT

Motion Christensen, second Jensen to adjourn the meeting at 9:36 p.m. All voted "aye". Motion carried.

Dawnye Sturtz Lynnette Engel Chairperson Secretary

# Independence Community School Board Minutes Special Session June 29, 2011

A special session of the Independence Community School Board was called to order at 6:45 p.m. by Chairperson Dawnye Sturtz at the Administration Building, Independence, Iowa.

Members Present: Chairperson Dawnye Sturtz, Charlie McCardle,

Kathryn Jensen, Stacy Henderson, John Christensen

Superintendent Present: Jean Peterson

Press Present: John Klotzbach, "Independence Bulletin Journal"

Steven Smith, "The News"

Visitors Present: Interested Patrons

1. Consideration of Action on Consent Items - Motion Christensen, second McCardle to approve 1-A and 1-B. All voted "aye". Motion carried.

# A. Approval of Agenda

# **B.** Resignation

NAME	ASSIGNMENT	DATE
Kelly Crossley	Food Service Director	06/28/2011

#### 2. Old Business

A. 7-12 Facility Location – Motion McCardle, second Christensen to approve the Iowa Avenue concept. All voted "Aye". Motion carried.

#### 3. New Business

**A. Fund Raising Request** – Motion Henderson, second McCardle to approve the following fund raising request. All voted "Aye". Motion carried.

GROUP	DESCRIPTION OF EVENT	PURPOSE	START UP COSTS	TARGET AMOUNT	
HS Girls	Youth basketball camp; \$10	Raise money		\$200 -	7/18/11 -
Basketball	per child - \$20 per family	for supplies		\$250	7/22/11

#### 4. ADJOURNMENT

Motion Jensen, second Christensen to adjourn the meeting at 7:19 p.m. All voted "Aye". Motion carried.

Dawnye Sturtz Jean Peterson
Chairperson Superintendent

# Independence Community School Board Minutes Special Session July 8, 2011

A special session of the Independence Community School Board was called to order at 12:00 noon by Chairperson Dawnye Sturtz via telephone at the Administration Building, Independence, Iowa.

Members Present: Chairperson Dawnye Sturtz, John Christensen,

Charlie McCardle, Kathryn Jensen

Members Absent: Stacy Henderson

Superintendent Present: Jean Peterson

Board Sec/Treas Present: Lynnette Engel

Press Present: John Klotzbach, "Independence Bulletin Journal"

Steven Smith, "The News"

Visitors Present: Interested Patrons

#### 1. Consideration of Action on Consent Items

**A. Approval of Agenda** – Motion McCardle, second Jensen to approve the agenda. All voted "Aye". Motion carried.

#### 2. Old Business

**A. 7-12 Facility** – Motion McCardle, second Christensen to approve the Resolution ordering a special election on the Issuance of \$12,480,000 general obligation bonds. Roll call vote: Sturtz – Aye, Christensen – Aye, Jensen – Aye, McCardle – Aye. Motion carried 4-0. The full resolution may be viewed at the Administration Office.

#### 3. ADJOURNMENT

Motion Jensen, second Christensen to adjourn the meeting at 12:08 p.m. All voted "Aye". Motion carried.

Dawnye Sturtz Lynnette Engel Chairperson Secretary

#### COMMUNICABLE DISEASES - STUDENTS

Students with a communicable disease will be allowed to attend school provided their presence does not create a substantial risk of illness or transmission to other students or employees. The term "communicable disease" shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Prevention and control of communicable diseases shall be included in the school district's bloodborne pathogens exposure control plan. The procedures shall include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping. This plan shall be reviewed annually by the superintendent and school nurse.

The health risk to immunodepressed students shall be determined by their personal physician. The health risk to others in the school district environment from the presence of a student with a communicable disease shall be determined on a case-by-case basis by the student's personal physician, a physician chosen by the school district or public health officials.

A student who is at school and who has a communicable disease which creates a substantial risk of harm to other students, employees, or others at school shall report the condition to the Superintendent any time the student is aware that the disease actively creates such risk.

It shall be the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with students with a communicable disease.

Legal Reference: School Board of Nassau County v. Arline, 480 U.S. 273 (1987).

29 U.S.C. §§ 701 *et seq.* (1994). 45 C.F.R. Pt. 84.3 (2002).

Iowa Code ch. 139 (2003).

641 I.A.C. 1.2-.5, 7.

Cross Reference: 403.3 Communicable Diseases - Employees

506 Student Records

507 Student Health and Well-Being

Approved 11/1/2004 Reviewed \_\_\_\_\_ Revised 01/18/2010

#### COMMUNICABLE DISEASE CHART

Source: Iowa Department of Public Health (1992).

# CONCISE DESCRIPTIONS AND RECOMMENDATIONS FOR EXCLUSION OF CASES FROM SCHOOL

DISEASE	Usual Interval	MAIN SYMPTOMS	Minimum Exclusion
*Immunization is	Between		From School
available	Exposure and		
	First Symptoms		
	of Disease		
CHICKENPOX	13 to 17 days	Mild symptoms and fever. Pocks are "blistery."	7 days from onset of pocks or until
CHICKEIN ON	10 10 17 4	Develop scabs, most on covered parts of body.	pocks become dry.
CONJUNCTIVITIS (PINK EYE)	24 to 72 hours	Tearing, redness and puffy lids, eye discharge.	Until treatment begins or physician approves readmission.
ERYTHEMIA INFECTIOSUM (5TH DISEASE)	4 to 20 days	Usual age 5 to 14 years – unusual in adults. Brief prodrome of low-grade fever followed by Erythemia (slapped cheek) appearance on cheeks, lace-like rash on extremities lasting a few days to 3 weeks. Rash seems to recur.	After diagnosis no exclusion from school.
GERMAN MEASLES* (RUBELLA)	14 to 23 days	Usually mild. Enlarged glands in neck and behind ears. Brief red rash.	7 days from onset of rash. Keep away from pregnant women.
HAEMOPHILUS MENINGITIS	2 to 4 days	Fever, vomiting, lethargy, stiff neck and back.	Until physician permits return.
HEPATITIS A	Variable – 15 to 50	Abdominal pain, nausea, usually fever. Skin and	14 days from onset of clinical
	(average 28 to 30 days)	eyes may or may not turn yellow.	disease and at least 7 days from onset of jaundice.
IMPETIGO	I to 3 days	Inflamed sores, with puss.	48 hours after antibiotic therapy started or until physician permits return.
MEASLES*	10 days to fever, 14 days to rash	Begins with fever, conjunctivitis, runny nose, cough, then blotchy red rash.	4 days from onset of rash.
MENINGOCOCCAL MENINGITIS	2 to 10 days (commonly 3 to 4 days)	Headache, nausea, stiff neck, fever.	Until physician permits return.
MUMPS*	12 to 25 (commonly 18) days	Fever, swelling and tenderness of glands at angle of jaw.	9 days after onset of swollen glands or until swelling disappears.
PEDICULOSIS (HEAD/BODY LICE)	7 days for eggs to hatch	Lice and nits (eggs) in hair.	24 hours after adequate treatment to kill lice and nits. No mandatory exclusion from school. Children will be sent home at the discretion of the school nurse depending on the severity of the infestation.
RINGWORM OF SCALP	10 to 14 days	Scaly patch, usually ring shaped, on scalp.	No exclusion from school. Exclude from gymnasium, swimming pools, contact sports.
SCABIES	2 to 6 weeks initial exposure; 1 to 4 days reexposure	Tiny burrows in skin caused by mites.	Until 24 hours after treatment.
SCARLET FEVER SCARLATINA STREP THROAT	1 to 3 days	Sudden onset, vomiting, sore throat, fever, later fine rash (not on face). Rash usually only with first infection.	24 hours after antibiotics started and no fever.
WHOOPING COUGH* (PERTUSSIS)	7 to 10 days	Head cold, slight fever, cough, characteristic whoop after 2 weeks.	5 days after start of antibiotic treatment.

Readmission to School – It is advisable that school authorities require written permission from the health officer, school physician or attending physician before any pupil is readmitted to class following any disease which requires exclusion, not mere absence, from school.

#### ROLE OF AND GUIDING PRINCIPLES FOR EMPLOYEES

This series of the board policy manual is devoted to the board's goals and objectives for employees in the performance of their jobs. Employees provide a variety of important services for the children of the school district community. They may be teaching or assisting in the classroom, working in the office, maintaining the facilities, driving or repairing the school buses, or cooking lunches. Each employee plays a vital role in providing an equal opportunity for a quality education for students commensurate with the students' individual needs. While the teachers have the most direct impact on the formal instruction of students, all employees have an impact on the school environment by their dedication to their work and their actions. As role models for the students, employees shall promote a cooperative, enthusiastic, and supportive learning environment for the students.

In striving to achieve a quality education program, the board's goal is to obtain and retain qualified and effective employees. The board shall have complete discretion to determine the number, the qualifications, and the duties of the positions and the school district's standards of acceptable performance. It shall be the responsibility of the superintendent to make recommendations to the board in these areas prior to board action. The board recognizes its duty to bargain collectively with duly certified collective bargaining units.

Board policies in this series relating to general employees shall apply to employees regardless of their position as a licensed employee, classified employee, substitute or administrator. Board policies relating to licensed employees shall apply to positions that require a teaching license or administrator's certificate or other professional license, certificate or endorsement, unless administrative positions are specifically excluded from the policy. Classified employees' policies included in this series shall apply to positions that do not fall within the definition of licensed employee.

Approved <u>11/1/2004</u>	Reviewed	Revised

#### **EMPLOYEE ORIENTATION**

Employees must know their role and duties. New employees may be required to participate in an orientation program for new employees. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by the payroll clerk. Regular employees ineligible for the school district's group health plan will be given information regarding where they can obtain health care or health care insurance.

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

191 I.A.C. 74.

Cross Reference: 404 Employee Conduct and Appearance

406 Licensed Employee Compensation and Benefits
 412 Classified Employee Compensation and Benefits

Approved 11/1/2004 Reviewed 08/20/2007 Revised \_\_\_\_\_

#### **EOUAL EMPLOYMENT OPPORTUNITY**

The Independence Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board annually.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants without regard to race, color, creed, sex, national origin, religion, age, socioeconomic status, sexual orientation, gender identity or disability. In keeping with the law, the board will consider the veteran status of applicants.

Prior to a final offer of employment for any teaching position the school district will perform the background checks required by law. The district may determine on a case-by-case basis that, based on the duties, other positions within the district will also require background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended. If the candidate is a teacher who has received an initial license from the Board of Educational Examiners, then the requirement for a background check is waived.

Advertisements and notices for vacancies within the district will contain the following statement: "The Independence Community School District is an equal employment opportunity/affirmative action employer." The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Independence Community School District,  $1207 - 1^{st}$  Street West, Independence, Iowa 50644; or by (319) 334-7400.

Approved_	6/19/2007	Reviewed	Revised 6/19/2007
			04/26/2010

#### EQUAL EMPLOYMENT OPPORTUNITY

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Region VII Office of Civil Rights, U.S. Department of Education, 10220 North Executive Hills Boulevard, 8th Floor, P.O. Box 901381, Kansas City, Missouri 64190-1381, (816) 891-8026, TTY (816) 374-7607 or the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th Street, Des Moines, IA 50319-1004, Phone: 515-281-4121, Toll Free: 1-800-457-4416, Fax 515-242-5840. This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).

42 U.S.C. §§ 2000e et seq. (1994). 42 U.S.C. §§ 12101 et seq. (1994).

Iowa Code §§ 19B; 20; 35C; 73; 216; 279.8; 692.2; 692.2A; 692.2C(5); 235A.15;

235A.6e(9) (2001). 281 I.A.C. 12.4; 95. 28 I.A.C. 14.1; 2000.

Cross Reference: 102 Equal Educational Opportunity

403.5 Harassment

405.2 Licensed Employee Qualifications, Recruitment, Selection411.2 Classified Employee Qualifications, Recruitment, Selection

#### EMPLOYEE CONFLICT OF INTEREST

Employees' use of their position with the school district for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may, upon five days notice, require the employee to cease such solicitations as a condition of continued employment.

Employees shall not act as an agent or dealer for the sale of textbooks or other school supply companies doing business with the school district. Employees shall not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees shall not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It shall also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but not be limited to, any of the following:

- (1) The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
- (2) The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.

Approved 11/1/2004

Reviewed <u>08/20/2007</u>

Revised 09/21/2009

#### EMPLOYEE CONFLICT OF INTEREST

(3) The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment of or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

It shall be the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Legal Reference: Iowa Code §§ 20.7; 68B; 279.8; 301.28 (2009).

Cross Reference: 203 Board of Directors' Conflict of Interest

402.4 Gifts to Employees

402.7 Employee Outside Employment 402.9 Solicitations from Outside

#### **NEPOTISM**

More than one family member may be an employee of the school district. It shall be within the discretion of the
superintendent to allow one family member employed by the school district to supervise another family member
employed by the school district.

The employment of more than one individual in a family shall be on the basis of their qualifications, credentials and records.

Legal Reference: Iowa Code §§ 20; 71; 277.27; 279.8 (2003).

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment Selection

411.2 Classified Employee Qualifications, Recruitment Selection

Approved <u>11/1/2004</u> Reviewed <u>08/20/2007</u> Revised \_\_\_\_\_

#### EMPLOYEE COMPLAINTS

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints shall be brought directly to the immediate supervisor, principal or superintendent and shall be made in a constructive and professional manner. Complaints shall never be made in the presence of other employees, students or outside persons.

A formal grievance procedure is contained in the master contract between the employee's licensed bargaining unit and the board. The order of process:

- 1. Notify Supervisor
- 2. Complete form
- 3. Assigned to an Investigator
- 4. Investigator reports to Superintendent
- 5. Superintendent files decision by report.

This policy shall not apply to a complaint that has been or could be filed at the employee's discretion under that formal grievance procedure.

Legal Reference:	Iowa C	Tode §§ 20.7, .9; 279.8 (2003).	
Cross Reference:	217.2 309	Board of Directors and Employees Communication Channels	
Approved <u>11/1/2004</u>		Reviewed <u>08/20/2007</u>	Revised

#### EMPLOYEE RELATIONS TO THE ADMINISTRATION AND TO THE BOARD

Employees are encouraged to attend school board meetings. Upon request by the board or administration, employees shall be available to provide information and assist in providing recommendations to the board. Employees shall keep the board informed, through the administration, about educational trends and issues. It shall be the responsibility of the employees to keep the administration informed about the day-to-day occurrences in their work areas.

It shall be the responsibility of the superintendent to develop avenues for communication between the board and
employees. These avenues of communication will not be construed as denying the right of any employee to appeal
an action or decision of the superintendent to the board.

Legal Reference:	Iowa C	Code §§ 20; 279.8 (2003).	
Cross Reference:	217.2 401.5 401.8	Board of Directors and Employees Employee Complaints Employee Involvement in Decision Making	
Approved 11/1/2004		Reviewed <u>08/20/2007</u>	Revised

#### EMPLOYEE INVOLVEMENT IN DECISION MAKING

Input from employees regarding students, the education program or other school district operations will be considered by the administration and the board. Employees may be requested to make a presentation to the board. The administration, in its discretion, may consult with employees about proposed changes in the education program and operations of the school district.

Employees having suggestions for changes or improvements in administrative procedure or policy should take such suggestions directly to the principal or superintendent. The principal or superintendent will discuss the suggestion with the teacher. After a final decision is made on any policy or procedure, teachers will be expected to accept and support the decision in their subsequent actions, discussions and relations.

Legal Reference: Iowa Code § 279.8 (2003).

Cross Reference: 302.2 Administration and Employees
401.7 Employee Relations to the Administration and to the Board

Approved 11/1/2004 Reviewed 09/17/2007 Revised \_\_\_\_\_\_

# USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT BY EMPLOYEES

The primary purpose of the school district facilities and equipment is to deliver a quality education program. Resources for school district equipment are limited; therefore each user must operate the equipment with the utmost care. Employees may use school district equipment for any school purpose or activity held during the school day or for a school-sponsored event.

Employees may use the school district facilities for nonschool-sponsored events, when it does not interfere with the delivery of the education program, with the permission of the principal. An employee's request will not supersede a prior request. The employee will be responsible for ensuring the building and equipment are in the condition they were found. For non-educational business, the employee will be responsible to meet the requirements set out by the principal when the request is granted.

Legal Reference:	Iowa C	ode §§ 256.12; 279.8; 297.9 (2003).
Cross Reference:	401.10 906	Use of School District Materials for Internal Communications Use of School District Facilities & Equipment

Approved <u>11/1/2004</u> Reviewed <u>09/17/2007</u> Revised \_\_\_\_\_

#### USE OF SCHOOL DISTRICT MATERIALS FOR INTERNAL COMMUNICATIONS

School district materials are purchased and used for the delivery of the education program. Employees may use school district materials and equipment for internal communication among themselves when the communication is directly related to the education program.

When the communication will involve unusual expense or use of materials, the employee permission of the principal.	must first have

Legal Reference:	Iowa Code § 279.8 (2003).			
Cross Reference:	401.9	Use of School District Facilities & Ed	quipment by Employees	
Approved 11/1/2004		Reviewed 09/17/2007	Revised	

#### TRANSPORTING OF STUDENTS BY EMPLOYEES

Generally, transportation of students shall be in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle.

Employees who transport students for school purposes must have the permission of the superintendent.

This policy statement applies to transportation of students for school purposes in addition to the regular bus route transporting students to and from their designated attendance center.

Legal Reference:	Iowa Code chs. 285; 321 (2003).		
Cross Reference:	711	Employee Travel Compensation Transportation Transporting Students in Private Vehicles	
Approved <u>11/1/2004</u>	-,	Reviewed <u>09/17/2007</u>	Revised

# TRAVEL FOR THE BOARD OF EDUCATION, ADMINISTRATORS AND EMPLOYEES

Approved travel expenses for official school business shall be reimbursed at the rate approved by the Board of Education.

TRAVEL REQUESTS – Requests for approval to attend meetings/conferences offered at multiple sites shall be to the closest site in proximity to the Independence Community School District. Any requests to attend alternate sites from the closest site shall require written rationale prior to submittal and must have the approval of the principal/supervisor and the Superintendent for in-state travel and the Board of Education for out of state travel. Requests to attend a meeting with discounted registration fees for early registration shall be timely submitted for approval to allow the discount.

Travel within a 200-mile radius of Independence or within the State of Iowa requires the approval of the principal/supervisor and the Superintendent if overnight. Travel outside the 200-mile radius and outside the State of Iowa also required the approval of the Board of Education.

OVERNIGHT LODGING – (Lodging for overnight travel should be limited to medium priced hotels/motels for the location of the meeting.) Request for travel to national meetings/conferences shall have a copy of the available hotels/motels attached for cost comparison. If the request is made to stay at a higher than medium-priced hotel, then it shall be accompanied by a written rationale for that necessity. Additional costs for non-employees or employee's spouse/dependents not on school business shall be paid by the employee.

EMPLOYEES OUT OF DISTRICT – Employee travel to all day meetings/conference may be allowed up to five days during the fiscal year with approval by the appropriate supervisor/principal and the Superintendent if overnight. Requests to attend all day meetings/conferences beyond five days during the fiscal year shall additionally require the approval of the Board of Education.

REIMBURSEMENT OF EXPENSES – Employees or board members shall be reimbursed for expenses for registration fees, meals, mileage, and lodging expenses incurred while on field trips, conventions, conferences, or other school business approved by the supervisor/administrator and/or board. An itemized account of all expenses, accompanied by receipts shall be presented for payment. Meals will not be reimbursed for one-day meetings unless they require overnight travel or in-district meetings unless they are for a board or board committee meeting.

SCHOOL/PERSONAL VEHICLE USE - If a school vehicle is available and the employee chooses to drive their own vehicle, one-way mileage will be paid from the first assigned work site. *Employee is required to check availability of school vehicle as soon as travel is known. In order to receive two-way mileage, employee must submit a signed transportation request form verifying lack of availability of school vehicle. If travel is not short notice and employee waits until the last minute to check availability and none is available, employee will only be paid one-way mileage.* 

Employees will be reimbursed for assigned travel between varying work sites. Travel to the first assigned site and from the last assigned site will not be reimbursed.

Legal Reference: Iowa Code §§ 68B; 277.27; 279.7A, .8, .32 (2003).

Cross Reference: 219.3 Board of Directors' Member Compensation and Expenses

401.16 Credit Cards

Approved 11/1/2004 Reviewed \_\_\_\_\_ Revised 02/18/2008

# EMPLOYEE ACTIVITY PASSES

Employee passes to school sponsored activities may be made available to employees who choose to participate in
the pass program offered by the Independence Community School District. The pass program provides employees
an activity pass for working a set number of events. The number of events a staff person must work depends
annually based on the number of staff that chooses to participate.

Legal Reference: Iowa Code § 279.8 (2003).

Cross Reference: 219.5 Activity Passes for Board Members

Approved <u>11/1/2004</u> Reviewed \_\_\_\_\_ Revised <u>10/15/2007</u>

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL

#### RECOGNITION FOR SERVICE OF EMPLOYEES

The board recognizes and appreciates the service of its employees. Employees who retire or resi	gn with 15 or
more years of continuous service in the district may be honored by the board, administration and	staff in an
appropriate manner.	

If the form of honor thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent shall seek prior approval from the board.

Legal Reference:	Iowa Const. Art. III, § 31. Iowa Code § 279.8 (2003). 1980 Op. Att'y Gen. 102.	
Cross Reference:	407 413	Licensed Employee Termination of Employment Classified Employee Termination of Employment

Reviewed <u>09/17/2007</u>

Revised \_\_\_\_\_

Approved 11/1/2004

#### EMPLOYEE POLITICAL ACTIVITY

Employees shall not engage in political activity upon property under the jurisdiction of the board. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, and the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

Violation o	f this po	olicy may	be grounds	for	discip	linarv	action.

Legal Reference: Iowa Code §§ 55; 279.8 (2003).

Cross Reference: 402.9 Solicitations from Outside

409.4 Licensed Employee Political Leave414.5 Classified Employee Political Leave

Approved <u>11/1/2004</u> Reviewed <u>09/17/2007</u> Revised \_\_\_\_\_

#### **CREDIT CARDS**

Employees may use school district credit cards for the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees and the board in the performance of their duties.

Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt shall make the employee responsible for expenses incurred. Those expenses shall be reimbursed to the school district no later than ten working days following use of the school district's credit card. In exceptional circumstances, the superintendent or board may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances shall be maintained as part of the school district's record of the claim.

The school district may maintain a school district credit card for actual and necessary expenses incurred by employees and officers in the performance of their duties. The superintendent may maintain a school district credit card for actual and necessary expenses incurred in the performance of the superintendent's duties. The transportation director may maintain a school district credit card for fueling school district transportation vehicles in accordance with board policy.

It shall be the responsibility of the superintendent to determine whether the school district credit card use is for appropriate school business. It shall be the responsibility of the board to determine through the audit and approval process of the board whether the school district credit card use by the superintendent and the board is for appropriate school business.

The superintendent shall be responsible for developing administrative regulations regarding actual and necessary expenses and use of a school district credit card. The administrative regulations shall include the appropriate forms to be filed for obtaining a credit card.

Legal Reference:	Iowa Constitution, Art. III, § 31. Iowa Code §§ 279.8, .29, .30 (2003). 281 I.A.C. 12.3(1).	
Cross Reference:	219.3 Board of Directors' Member Compensation a 401.12 Employee Travel Compensation	and Expenses
Approved <u>11/1/2004</u>	Reviewed <u>09/17/2007</u>	Revised

#### MEETING EXPENSES

The Independence Board of Education will cover the cost of meeting expenses for its employees, teachers, administrators, members of the Board, and some others not in the direct employ of the Independence School District, when conducting official school business, under the conditions outlined below. The Board of Education expects that district personnel exercise good judgment in making arrangements that strike a balance between the expenses incurred and the business conducted. The policy applies to expenses charged to all funds administered by the Board of Education.

While it is understood that absolute adherence to specifics may not be possible in each case, significant departures from the policy must be approved by the Board of Education before reimbursement is made. In all cases, reimbursement for expenses is limited to actual reasonable and necessary business-related expenses.

Legal Reference:	Iowa Code §§ 68B; 277.27; 279.7A, .8, .32 (2003).
Cross Reference:	<ul> <li>219.3 Board of Directors' Member Compensation and Expenses</li> <li>401.12 Travel for the Board of Education, Administrators and Certified Employee</li> <li>401.16 Credit Cards</li> </ul>
Approved <u>02/18/2008</u>	Reviewed Revised

Independence Community School District

### Period Vendor Report by Fund

07/12/2011 Fund: 10 05:36 PM

OPERATING FUND

06/01/2011 - 06/30/2011

Page: 1 User ID: ARF

Vendor Name		Total
ADVANCED SYSTEMS INC	SUPPLIES	76.18
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	1,050.42
BERTELLI, MICHELLE	REIMBURSEMENT	99.07
BEYER, JAYME	REIMBURSEMENT	10.56
BG BRECKE INC	IMPROVEMENTS	48.31
BRANDON AREA COMMUNITY CENTER	RENT	50.00
BUSINESS SYSTEMS INC.	SUPPLIES	374.56
CEDAR RAPIDS COMMUNITY SCHOOLS	REIM/TUIT/FEES	32.04
CITY LAUNDERING CO	SERVICE	50.00
CLARK'S PRINTING	SUPPLIES	161.40
CONSOLIDATED ENERGY CO/HARTLAND FUE	L DIESEL	8,000.71
CORWIN PRESS	SUPPLIES	250.65
COULTER, ASHLEY	MILEAGE	9.60
CREATIVE THERAPY STORE	SUPPLIES	70.95
CY & CHARLEY'S INC	REPAIRS/MAINT/SUPPLIES	90.99
ENGEL, LYNNETTE	MILEAGE	417.60
ESCHEN TARPY NAPA	SUPPLIES	131.92
EXCEPTIONAL PERSONS, INC	SERVICE	48.30
FAREWAY STORES INC	SUPPLIES	60.08
FIRST STREET DELI	SUPPLIES	437.50
FOUR OAKS-RESIDENTAL	INSTRUCTION	1,056.32
FRISBEY, ANDREA	REIMBURSEMENT	31.92
GAGE EXTERMINATING	SERVICES	100.00
HARDWARE HANK	SUPPLIES	72.11
HAWKEYE COMMUNITY COLLEGE	SERVICES	19,019.00
HAWKEYE STAGES INC	SERVICES	2,943.00
HEARTLAND PAPER COMPANY	SUPPLIES	677.00
I.C.S. ACTIVITY FUND	REIMBURSEMENT	797.02
I.C.S. NUTRITION FUND	SUPPLIES	113.56
IKON OFFICE SOLUTIONS	SUPPLIES/LEASE	301.57
IMMANUEL LUTHERAN PRESCHOOL	REIMBURSEMENT	14,417.84
INDEPENDENCE LIGHT & POWER	UTILITIES	18,037.65
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SERVICE	934.80
IOWA COMMUNICATIONS NETWORK	SERVICE	209.64
IOWA TESTING PROGRAMS INC	TESTING SERVICE	4,769.71
JJ KELLER & ASSOCIATES INC	SERVICE	135.44
JW PEPPER & SON, INC.	SUPPLIES	330.98
KELLAR, AMANDA	MILEAGE	29.44
KEPHART'S MUSIC CENTER INC	SUPPLIES	44.75
KEY EQUIPMENT FINANCE	LEASE AGREEMENT	448.95
KIDSVILLE	REIMBURSEMENT	6,851.08
KWIK TRIP/KWIK STAR STORES	GASOLINE	2,826.40
MARY'S FLOWER PATCH	SERVICE	78.75
MAXIMOVICH, VALERIE	REIMBURSEMENT	12.24
MENARDS	SUPPLIES	626.62
MIDAMERICAN ENERGY CO.	NATURAL GAS	3,004.47
MILLER QUARRY	SUPPLIES	376.86
OELWEIN GLASS, INC.	REPAIRS	38.05

Period Vendor Report by Fund

06/01/2011 - 06/30/2011

Page: 2 User ID: ARF

Fund: 10 OPERATING FUND

07/12/2011

Vendor Name		<u>Total</u>
OELWEIN PUBLISHING COMPANY	ADS/LEGALS	190.00
OFFICE DEPOT, INC	SUPPLIES	171.97
OLSEN, JUDY	REIMBURSEMENT	61.20
PAETEC	UTILITIES	1,186.65
PCI EDUCATIONAL PUBLISHING	SUPPLIES	74.69
PINICON FORD INC	SUPPLIES	103.50
PIZZA RANCH	SUPPLIES	52.00
PLUMB SUPPLY COMPANY	IMPROVEMENT	949.81
POSITIVE PROMOTIONS	SUPPLIES	35.45
PRINT EXPRESS~MILLER PRINTERIE	SERVICES	174.50
PURCHASE POWER	POSTAGE	3,000.00
RAWLINS, MEGAN	REIMBURSEMENT	12.00
REINKOESTER, CASEY	MILEAGE	36.00
ROCKLER WOODWORKING & HARDWARE	SUPPLIES	168.61
ROUSE, JULIE	REIMBURSEMENT	39.60
SCHOOL BUS SALES	VEHICLE/SUPPLIES	6,000.00
SPAHN & ROSE LUMBER CO INC	SUPPLIES	358.01
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT	14,393.31
SUPERIOR CLEANING SERVICES LTD	SERVICE	2,808.00
SUPERIOR WELDING INC	SUPPLIES	54.61
THE NEWS	ADS/LEGALS	270.77
THOMAS BUS SALES, INC.	SUPPLIES	188.88
THOMAS, PAT	REIMBURSEMENT	15.36
TIMBERLINE BILLING SERVICES LLC	SERVICES	99.57
TUDOR, HEIDI	REFUND	35.70
U.S. CELLULAR	TELEPHONE	675.57
VANHORN, BURT	REIMBURSEMENT	48.80
VERN'S TRUE VALUE	SUPPLIES	400.69
VISA CARD SERVICES	SUPPLIES	310.19
WALMART COMMUNITY	SUPPLIES	963.19
WASTE MANAGEMENT OF WI-MN	SERVICE	1,936.08
WEST MUSIC CO INC	SUP/SRV	819.30
ZIESER, RHONDA	REIMBURSEMENT	105.60
Vendors :	Listed: 81	Total: 125,495.62

**Period Vendor Report by Fund** 06/01/2011 - 06/30/2011

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Fund: 21 STUDENT ACTIVITY FUND

Vendor Name		Total
ADRENALINE FUNDRAISING	SUPPLIES	2,000.00
ANAMOSA HIGH SCHOOL	ENTRY FEES	130.00
AWARD EMBLEM MFG. CO.	SUPPLIES	117.56
BECKMAN HIGH SCHOOL	ENTRY FEE	50.00
BENTON COMMUNITY SCHOOLS	ENTRY FEES	100.00
BILL'S PIZZA & SMOKEHOUSE	SUPPLIES	429.00
BLUNT, DENNIS	OFFICIAL	85.00
BOYD, BILL	OFFICIAL	108.00
BUHR, DEAN	OFFICIAL	102.00
CASCADE HIGH SCHOOL	FEES	60.00
CAWLEY, DAN	OFFICIAL	85.00
CLARK, ALEC	OFFICIAL	94.00
COSTUME WORLD THEATRICAL	SUPPLIES	78.87
DANIELS, DENNIS	OFFICIAL	90.00
DAVIS, HAROLD	OFFICIAL	90.00
DRAKE UNIVERSITY ATHLETICS	FEES	30.00
FABOR, MERLE	ATHLETIC OFFICIAL	(75.00)
FANNON, JERRY	OFFICIAL	85.00
FAREWAY STORES INC	SUPPLIES	18.68
FOSTER, BRYAN D.	OFFICIAL	94.00
GANSEMER, MIKE	OFFICIAL	109.50
GATES PARK GOLF COURSE	SUPPLIES	1,281.00
GOEDKEN, RICK	OFFICIAL	75.00
GOEDKEN, RODNEY	OFFICIAL	396.40
HANSEN, MATT	OFFICIAL	85.00
INSTRUMENTALIST PRODUCTS CO., THE	SUPPLIES	232.00
IOWA GIRLS' HS ATHLETIC UNION	SUPPLIES	780.00
IOWA HIGH SCHOOL MUSIC ASSOC	DUES/FEES	22.50
JOHNSON, DOUG	OFFICIAL	90.00
KANGAS, CHRIS	OFFICIAL	85.00
KESSLERS TEAM SPORTS, INC.	SUPPLIES	7,193.98
KINSETH, JUSTIN	SERVICE	500.00
KLEIN, DAN	OFFICIAL	102.60
KNEELAND, TIM	OFFICIAL	85.00
LYNCH, JACK	OFFICIAL	106.20
MAQUOKETA VALLEY COMM. SCHOOL	ENTRY FEES	70.00
MARION HIGH SCHOOL	FEES	130.00
MARY'S FLOWER PATCH	SERVICE	30.00
MARY'S ORIGINALS	SERIVCES	781.00
MCELROY'S FOOD MARKET	SUPPLIES	(301.20)
NEFF COMPANY	SUPPLIES	291.28
NORTH FAYETTE COMMUNITY SCHOOL	DUES/FEES	25.00
NOSBISH, LYNN	OFFICIAL	85.00
OAKES, CODY	OFFICIAL	75.00
O'LOUGHLIN, PATRICIA	MEALS	300.00
OLSON, FRANCIS J.	OFFICIAL	102.00
OPPMAN, TYLER	OFFICIAL	85.00
PETERSON, JIM	OFFICIAL	90.00

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Fund: 21 STUDENT ACTIVITY FUND

Vendor Name		Total
PRAIRIE HIGH SCHOOL	REGISTRATION	35.00
PRINT EXPRESS~MILLER PRINTERIE	SERVICES	187.91
RATCHFORD, THOMAS	OFFICIAL	150.00
REEDER, JULIE	REIMBURSEMENT	241.21
RODENBERG, JAMIE	OFFICIAL	90.00
SQUIRES, RUSSELL	OFFICIAL	85.00
STEGER, GARY	OFFICIAL	85.00
TIMBERLINE GOLF COURSE	ENTRY FEE	(50.00)
TROTT TROPHIES	SUPPLIES	209.36
VERN'S TRUE VALUE	SUPPLIES	285.78
VINTON-SHELLSBURG HIGH SCHOOL	ENTRY FEE	100.00
WALMART COMMUNITY	SUPPLIES	179.71
WAMAC CONFERENCE	DUES	50.00
WATSON, PHIL	OFFICIAL	85.00
WERKMAN, VINCE	OFFICIAL	99.00
WILLIAMSBURG HIGH SCHOOL	ENTRY FEES	40.00
WULF, DOUG	OFFICIAL	85.00
Vendors Lis	ted: 65	Total: 18,637.34

Independence Community School District

**Period Vendor Report by Fund** 06/01/2011 - 06/30/2011

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Fund: 22 MANAGEMENT FUND

Vendor Name

AUL SPECIAL PAY TRUST EMPLOYEE INVESTMENTS

SMITH - D & L INSURANCE SERVICES

Vendors Listed: 2 Total: 509.31

Independence Community School District

Period Vendor Report by Fund

06/01/2011 - 06/30/2011

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PHYSICAL PLANT & EQUIPMENT

Vendor Name	Total
-------------	-------

DUNLAP MOTORS INC EQUIPMENT 23,500.00

GREENLEY LUMBER INC SUPPLIES 1,568.00

VISA CARD SERVICES SUPPLIES 909.00

Vendors Listed: 3 Total: 25,977.00

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Period Vendor Report by Fund

06/01/2011 - 06/30/2011

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Fund: 61 SCHOOL NUTRITION FUND

Vendor Name		Total
BERGMANN, PAM	REFUND	7.05
BRIMEYER, LAURIE	REFUND	1.45
CRAWFORD, MICKY	REFUND	33.55
DUDLEY, LISA	REFUND	1.00
FLAUCHER, KATHY	REFUND	74.10
FLEMING, PAULA	REFUND	16.00
FRATZKE, SHELLY	REFUND	21.30
GOODWIN TUCKER GROUP	REPAIRS/MAINT	1,022.56
HARDWARE HANK	SUPPLIES	50.86
HAWKEYE FOODSERVICE	SUPPLIES	8,264.37
HEARTLAND FARMS	SUPPLIES	200.00
HEMMER, CHRIS	REFUND	23,80
HOBART SALES & SERVICE	SUPPLIES	37.05
HOUGEN, JINGER	REFUND	21.95
HUBERT COMPANY	SUPPLIES	64,66
INTERSTATE BRANDS CORP.	BREAD	1,368.20
JOHNSON, MICKI	REFUND	16.95
KEIERLEBER, BEVERLY	REFUND	50.60
KIDSVILLE	REIMBURSEMENT	266.40
MARICK INC	REP/MAINT	370.24
MILLER, JULIE	REFUND	20.85
OFFICE TOWNE, INC.	SUPPLIES	127.98
PRINT EXPRESS~MILLER PRINTERIE	SERVICES	351.40
RASMUSSEN, RENEE	REFUND	11.40
REEDER, JULIE	REIMBURSEMENT	26.60
ROBERTS DAIRY COMPANY	DAIRY	4,832.53
VAN GROLL, DAVID	REFUND	2.55
Vendors Lis	ted: 27	Total: 17,285.40

Independence Community School District

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Fund: 91

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Vendor Name				Total
BLAND'S FLOWER SHOP INC	FLOWERS			40.00
DESIGNS UNLIMITED	SUPPLIES			650.00
HAUSERS WATER SYSTEM	SUPPLIES			16.00
Ver	ndors Listed:	3	Total:	706.00

Independence Community School District

**Board Report For Packet** 

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07/12/2011 05:30 PM JULY 2011 BOARD BILLS

1

Checking

Vendor Name

<u>Vendor Description</u>

Checking Account: 1 Fund: 10 OPERATING FUND

ACCENT LASER SERVICES EQUIPMENT Vendor Total: 609.10 ADVANCED SYSTEMS INC SUPPLIES Vendor Total: 76.18 APPLE INC EQUIPMENT Vendor Total: 1,584.00 AREA EDUCATION AGENCY 267 TUIT/SUPP/SERV Vendor Total: 1,176.27 ASCD SUPPLIES Vendor Total: 100.82 B & B FARM STORE INC. EQUIPMENT Vendor Total: 175.55 BUSINESS SYSTEMS INC. SUPPLIES Vendor Total: 1,220.73 CEDAR RAPIDS COMMUNITY SCHOOLS REIM/TUIT/FEES Vendor Total: 896.74 CENTRAL IOWA DISTRIBUTING SUPPLIES Vendor Total: 6,725.16 CHANNING L. BETE CO INC SUPPLIES Vendor Total: 398.94 CITY LAUNDERING CO SERVICE Vendor Total: 97.71 CITY OF INDEPENDENCE SERVICE Vendor Total: 1,538.53 COMPANION CORPORATION SUPPLIES Vendor Total: 599.00 CONSOLIDATED ENERGY CO/HARTLAND DIESEL FUEL Vendor Total: 150.00 CY & CHARLEY'S INC REPAIRS/MAINT/SUPPLI ES Vendor Total: 300.99 DON'S TRUCK SALES INC SERVICE Vendor Total: 362.30 DUBUQUE COMMUNITY SCHOOLS TUITION Vendor Total: 1,960.80 ESCHEN TARPY NAPA SUPPLIES Vendor Total: 514.35 EXCEPTIONAL PERSONS, INC SERVICE Vendor Total: 17.18 FARM PLAN SUPPLIES Vendor Total: 1,666.71 FASTENAL COMPANY SUPPLIES Vendor Total: 19.73 FOUR OAKS-RESIDENTAL INSTRUCTION Vendor Total: 46,506.40 FUSION FORWARD SERVICES Vendor Total: 325.00 GAGE EXTERMINATING SERVICES Vendor Total: 45.00 GALAXY TECH SOFTWARE

Independence Community School District 07/12/2011 05:30 PM	Board Report For Packet JULY 2011 BOARD BILLS		Page: 2 User ID: ARF
Vendor Name	Vendor Description		2.7111
CDANDALL COMMINICATIONS	ONDER THE	Vendor Total:	11,025.00
GRAYBILL COMMUNICATIONS HARDWARE HANK	SUPPLIES	Vendor Total:	380.00
		Vendor Total:	57.99
HEARTLAND PAPER COMPANY	SUPPLIES	Vendor Total:	103.46
HERFF JONES	SUPPLIES		
HOUCHEN BINDERY INC	BOOK BINDING	Vendor Total:	3,654.96
IASB	DUES/FEES	Vendor Total:	427.60
IKON OFFICE SOLUTIONS	SUPPLIES/LEASE	Vendor Total:	4,450.00
INDEPENDENCE BULLETIN JOURNAL	SUPPLIES SUPPLIES	Vendor Total:	9,519.00
INDEFENDENCE BUBBILLY COOKNAB	SOFFBIES	Vendor Total:	62.00
INDEPENDENCE LIGHT & POWER	UTILITIES	Vendor Total:	
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SERVICE		12,040.34
INNOVATION DESIGNS, LLC, DBA BRENNAN PRINTING	SUPPLIES	Vendor Total:	562.50
IOWA COMMUNICATIONS NETWORK	SERVICE	Vendor Total:	109.50
IOWA DIRECT EQUIP & APPRAISAL	EQUIPMENT	Vendor Total:	232.90
JIM GILL, INC	REG FEES	Vendor Total:	140.00
JOHN WILEY & SONS, INC.	SUPPLIES	Vendor Total:	1,304.00
JW PEPPER & SON, INC.	SUPPLIES	Vendor Total:	283.55
KEPHART'S MUSIC CENTER INC	SUPPLIES	Vendor Total:	523.98
KESSLERS TEAM SPORTS, INC.	SUPPLIES	Vendor Total:	318.25
KEY EQUIPMENT FINANCE	LEASE AGREEMENT	Vendor Total:	612.00
KWIK TRIP/KWIK STAR STORES	GASOLINE	Vendor Total:	448.95
KWWL TELEVISION INC	ADS	Vendor Total:	3,592.82
LEGO EDUCATION	SUPPLIES	Vendor Total:	1,120.00
MAXIMOVICH, VALERIE	REIMBURSEMENT	Vendor Total:	310.30
MCGRAW'S CARPETS	IMPROVEMENT	Vendor Total:	36.24
MIDAMERICAN ENERGY CO.	NATURAL GAS	Vendor Total:	605.19
		Vendor Total:	604.08

Independence	Community School District	Board Report For Packet	Page: 3
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Vendor Name	Vendor Description			
MILLER QUARRY	SUPPLIES			
		Vendor	Total:	150.18
MOEMS	SUPPLIES			
		Vendor	Total:	178.00
MUSCATINE COMMUNITY SCHOOL	TUIT/SRV		TOTAL.	1,0.00
DISTRICT	1011/ 5KV			
		Vendor	Total:	5,500.35
NATIONAL SCHOOL TOWEL SALES	SUPPLIES			
		Vondon	Total:	CE2 12
		vendor	TOTAL:	653.12
NOYES, STEPHEN	REIMBURSEMENT			
		Vendor	Total:	1,110.44
OELWEIN GLASS, INC.	REPAIRS			
		Vendor	Total:	180.16
OELWEIN PUBLISHING COMPANY	ADS/LEGALS			
		Vendor	Total.	59.60
	LIBIT THIE	VCMGOL	TOTAL:	33.00
PAETEC	UTILITIES			
		Vendor	Total:	1,187.84
PHI DELTA KAPPA INTERNATIONAL	MEMBERSHIP			
		Vendor	Total:	90.00
PITNEY BOWES	LEASE			
		Vendor	Total:	107.00
THE TAXABLE PROPERTY OF THE	GUDDI TEC	Vendor	TOTAL:	107.00
RENAISSANCE LEARNING, INC.	SUPPLIES	(3)		
		Vendor	Total:	6,663.20
RIDELL/ALL AMERICAN SPORTS COMPANY	SUPPLIES			
		Vendor	Total:	1,330.75
SCHOOL ADMINISTRATORS OF IOWA	SERVICES			
Total Committee of the		Vendor	Total:	2,525.00
GGWOOT BYIG GDI HG	VEUTCIE/CIIDDITEC	1011401	TOTAL.	2,323.00
SCHOOL BUS SALES	VEHICLE/SUPPLIES	200 and 200 an	Cupuiti 2000 AC	
		Vendor	Total:	184.04
SOFTWARE UNLIMITED INC	SVC/SUPPLES/TRNG			
		Vendor	Total:	200.00
SPAHN & ROSE LUMBER CO INC	SUPPLIES			
		Vendor	Total:	219.13
STAPLES CREDIT PLAN	SUPPLIES			
DIAI DED CREDIT I DE.		Tondo	Total:	26.00
		vendor	Total:	36.98
SUPERIOR CLEANING SERVICES LTD	SERVICE			
		Vendor	Total:	448.00
SUPERIOR WELDING INC	SUPPLIES			
		Vendor	Total:	40.00
THE NEWS	ADS/LEGALS			
THE NAME		Vondor	Total:	690.08
THE STATE OF THE S	CDII / DA DESC / CUID	Vendor	IOCAI:	690.06
THOMAS ELECTRIC MOTOR SERV INC	SRV/PARTS/SUP			
		Vendor	Total:	58.60
U.S. CELLULAR	TELEPHONE			
		Vendor	Total:	674.44
UNITED RENTALS	SUPPLIES			
and the second security of the second		Vendor	Total:	114.48
TERRIC MOILE TAILE	SUPPLIES	. 511401		111.10
VERN'S TRUE VALUE	DOLLUIES			
		vendor	Total:	3,102.60
VIPS	EQUIPMENT			
		Vendor	Total:	25,519.00
VISA CARD SERVICES	SUPPLIES			

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Vendor Name	Vendor Description		
		Vendor Total:	581.64
WALMART COMMUNITY	SUPPLIES		
		Vendor Total:	168.64
WASTE MANAGEMENT OF WI-MN	SERVICE		
		Vendor Total:	2,268.00
WEBER PAPER COMPANY	SUPPLIES		
		Vendor Total:	
	1 00 MANY GENERAL BURNE	Fund Total:	175,365.31
Checking Account: 1 Fun AUL SPECIAL PAY TRUST			
AUD SPECIAL PAI TROOT		Vendor Total:	223.31
SMITH - D & L INSURANCE	SERVICES	Total.	223.31
		Vendor Total:	175,054.00
		Fund Total:	175,277.31
		Checking Account Total:	350,642.62
Checking 2			
Checking Account: 2 Fur	nd: 61 SCHOOL NUTRITION FUND		
BAGGE STRAWBERRIES	SUPPLIES		
		Vendor Total:	880.00
DELAWARE COUNTY EXTENSION OFFI	CE FEES		
		Vendor Total:	665.00
GOODWIN TUCKER GROUP	REPAIRS/MAINT	Nonday Batal	978.66
5000/1211 1000/201			9/8.66
00007.00.		Vendor Total:	
		Fund Total:	2,523.66
<pre>Checking 3</pre>		Fund Total: Checking Account Total:	2,523.66
<pre>Checking 3</pre>		Fund Total: Checking Account Total:	2,523.66
<pre>Checking 3 Checking Account: 3 Fur</pre>	nd: 21 STUDENT ACTIVITY FUND	Fund Total: Checking Account Total:	2,523.66
<pre>Checking 3 Checking Account: 3 Fur</pre>	nd: 21 STUDENT ACTIVITY FUND	Fund Total: Checking Account Total:	2,523.66 2,523.66
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN ADVENTURELAND PARK	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS	Fund Total: Checking Account Total:	2,523.66 2,523.66 997.92
Checking 3 Checking Account: 3 Fur	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS	Fund Total: Checking Account Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN ADVENTURELAND PARK AMERIC INN OF CALEDONIA, MN	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS LODGING	Fund Total: Checking Account Total:  Vendor Total:	2,523.66 2,523.66 997.92
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN ADVENTURELAND PARK	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS LODGING OFFICIAL	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN ADVENTURELAND PARK AMERIC INN OF CALEDONIA, MN	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS LODGING	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS LODGING OFFICIAL OFFICIAL	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS LODGING OFFICIAL	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL	nd: 21 STUDENT ACTIVITY FUND LODGING  TICKETS  LODGING  OFFICIAL  OFFICIAL  FEES	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS LODGING OFFICIAL OFFICIAL	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL	nd: 21 STUDENT ACTIVITY FUND LODGING  TICKETS  LODGING  OFFICIAL  OFFICIAL  FEES	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00 240.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL  CHIDESTER, STEVE	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS LODGING OFFICIAL OFFICIAL FEES OFFICIAL	Fund Total: Checking Account Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00 240.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL  CHIDESTER, STEVE	nd: 21 STUDENT ACTIVITY FUND LODGING TICKETS LODGING OFFICIAL OFFICIAL FEES OFFICIAL	Fund Total: Checking Account Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00 240.00 120.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL  CHIDESTER, STEVE  CYCLONE VOLLEYBALL CAMPS	nd: 21 STUDENT ACTIVITY FUND LODGING  TICKETS  LODGING  OFFICIAL  OFFICIAL  FEES  OFFICIAL  FEES	Fund Total: Checking Account Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00 240.00 120.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL  CHIDESTER, STEVE  CYCLONE VOLLEYBALL CAMPS	nd: 21 STUDENT ACTIVITY FUND LODGING  TICKETS  LODGING  OFFICIAL  OFFICIAL  FEES  OFFICIAL  FEES	Fund Total: Checking Account Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00 240.00 120.00 300.50
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL  CHIDESTER, STEVE  CYCLONE VOLLEYBALL CAMPS  DAIRY QUEEN	nd: 21 STUDENT ACTIVITY FUND LODGING  TICKETS  LODGING  OFFICIAL  OFFICIAL  FEES  OFFICIAL  FEES  SUPPLIES	Fund Total: Checking Account Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00 240.00 120.00 300.50
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL  CHIDESTER, STEVE  CYCLONE VOLLEYBALL CAMPS  DAIRY QUEEN	nd: 21 STUDENT ACTIVITY FUND LODGING  TICKETS  LODGING  OFFICIAL  OFFICIAL  FEES  OFFICIAL  FEES  SUPPLIES	Fund Total: Checking Account Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00 240.00 120.00 300.50 550.00
Checking 3 Checking Account: 3 Fur ADVENTURELAND INN  ADVENTURELAND PARK  AMERIC INN OF CALEDONIA, MN  ARMEL, RAYMOND  BUHR, DEAN  CEDAR FALLS HIGH SCHOOL  CHIDESTER, STEVE  CYCLONE VOLLEYBALL CAMPS  DAIRY QUEEN  DANIELS, DENNIS	nd: 21 STUDENT ACTIVITY FUND LODGING  TICKETS  LODGING  OFFICIAL  OFFICIAL  FEES  OFFICIAL  FEES  SUPPLIES  OFFICIAL  SUPPLIES	Fund Total: Checking Account Total:  Vendor Total:	2,523.66 2,523.66 997.92 2,482.00 494.15 290.00 240.00 300.50 550.00 99.18 290.00
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Independence Community School District	Board Report For Packet	Page: 5
07/12/2011 05:30 PM	JULY 2011 BOARD BILLS	User ID: ARF
Vendor Name	Vendor Description	

07/12/2011 05:30 PM	JULY 2011 BOARD BILLS			ι
Vendor Name	Vendor Description	Vendor	Total:	90.00
GLAZIER FOOTBALL CLINICS	DUES/FEES			
GREGG'S SPORTING GOODS	SUPPLIES		Total:	299.00
GUENTHER, MARK	OFFICIAL	Vendor	Total:	70.00
HERMSEN, ALLAN	OFFICIAL	Vendor	Total:	190.50
HILDMAN, MARK	OFFICIAL	Vendor	Total:	280.00
		Vendor	Total:	180.00
I.C.S. NUTRITION FUND	SUPPLIES	Vendor	Total:	117.79
INDEPENDENCE PTO	SUPPLIES	Vendor	Total:	70.00
JESUP COMMUNITY SCHOOL	TUIT/FEES/REIMB	Vendor	Total.	150.00
JOHNSON, BRUCE	OFFICIAL			
KLEIN, DAN	OFFICIAL	Vendor	Total:	90.00
LONG, GARY STEVEN	OFFICIAL	Vendor	Total:	102.60
LORAS COLLEGE VOLLEYBALL	FEES	Vendor	Total:	200.00
		Vendor	Total:	300.00
LUENSMAN, ROGER	OFFICIAL	Vendor	Total:	90.00
MADISON, CLARK	OFFICIAL	Vendor	Total:	185.00
MAKE MUSIC	SUPPLIES	Vendor		
MARY'S FLOWER PATCH	SERVICE			36.00
MATHERS, BRETT	OFFICIAL	Vendor	Total:	51.00
MONTICELLO SPORTS INC	SUPPLIES	Vendor	Total:	90.00
NEFF MOTIVATION INC	SUPPLIES	Vendor	Total:	4,182.60
		Vendor	Total:	678.64
NOLTE, JEFF	OFFICIAL	Vendor	Total:	117.00
RASMUSSEN, JIM	OFFICIAL	Vendor	Total:	185.00
RATCHFORD, MICHAEL	OFFICIAL			
RATCHFORD, THOMAS	OFFICIAL		Total:	75.00
RENAISSANCE SAVERY HOTEL	LODGING	Vendor	Total:	335.00
RICHTER, ROBERT	OFFICIAL	Vendor	Total:	3,044.06
		Vendor	Total:	260.00

07/12/2011 05:30 PM	JULY 2011 BOARD BILLS		
Vendor Name	Vendor Description		
RIDELL/ALL AMERICAN SPORTS COMPAN			
RIDEBL/ADL AMERICAN SPORTS COMPAN	1 SOPPLIES		
		Vendor Total:	577.47
RODGERS & HAMMERSTEIN ANNEX	SUPPLIES		
		17 day	
		Vendor Total:	57.37
SCHULTZ, DARYL	OFFICIAL		
		Vendor Total:	90.00
SNYDER, GLEN	OFFICIAL	AND CONTRACTOR ASSESSED.	20.00
SNIDER, GDEN	OFFICIAL		
		Vendor Total:	275.00
TROTT TROPHIES	SUPPLIES		
		******* <b>**</b>	
		Vendor Total:	147.05
VISA CARD SERVICES	SUPPLIES		
		Vendor Total:	7,045.85
WINDSTAR LINES INC	SERVICE		,,013.03
WINDSTAR LINES INC	SERVICE		
		Vendor Total:	4,154.00
WOODS, BRYAN	OFFICIAL		
,			
		Vendor Total:	75.00
		Fund Total:	30,791.68
Checking Account: 3 Fund:	91 AGENCY POP FUND		
BLAND'S FLOWER SHOP INC	FLOWERS		
		Vendor Total:	62.00
HAUSERS WATER SYSTEM	SUPPLIES		
		Vendor Total:	11.00
		Fund Total:	73.00
	Checking	account Total:	30,864.68
	checking 1	ccount local.	30,004.00
Checking 4			
Checking Account: 4 Fund:	23 PHYSICAL PLANT & EQUIPMENT		
ACCENT LASER SERVICES	EQUIPMENT		
	and to the second of the control of		NA W WENE XXIIIXX
		Vendor Total:	3,149.70
APPLE INC	EQUIPMENT		
		Vendor Total:	1,316.00
		Fund Total:	4,465.70
Checking Account: 4 Fund:	33 LOCAL OPTION SALES AND SERVICES	TAX	
ELECTRICAL ENGINEERING & EQUIP	IMPROVEMENT		
		Vendor Total:	8,827.47
HARGERS ACOUSTICS INC	IMPROVEMENT		
		Vendor Total:	0 402 00
			8,483.00
J & J CONSTRUCTION CO INC		rondor rotar.	
	IMPROVEMENT	remedi iotal.	
	IMPROVEMENT		827.79
LANGU DOORING & SIDING ING		Vendor Total:	827.79
LYNCH ROOFING & SIDING INC	IMPROVEMENTS		827.79
LYNCH ROOFING & SIDING INC			
	IMPROVEMENTS	Vendor Total:	
LYNCH ROOFING & SIDING INC		Vendor Total: Vendor Total:	13,110.00
	IMPROVEMENTS	Vendor Total:	13,110.00
	IMPROVEMENTS	Vendor Total: Vendor Total:	13,110.00
MANATTS INC	IMPROVEMENT	Vendor Total:  Vendor Total:  Vendor Total:	13,110.00
MANATTS INC PLUMB SUPPLY COMPANY	IMPROVEMENT  IMPROVEMENT  IMPROVEMENT	Vendor Total: Vendor Total:	13,110.00
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MANATTS INC PLUMB SUPPLY COMPANY	IMPROVEMENT  IMPROVEMENT  IMPROVEMENT	Vendor Total:  Vendor Total:  Vendor Total:	13,110.00 739.55 2,622.34
MANATTS INC PLUMB SUPPLY COMPANY THE LOUIS BERGER GROUP INC	IMPROVEMENT  IMPROVEMENT  IMPROVEMENT	Vendor Total:  Vendor Total:  Vendor Total:	13,110.00 739.55 2,622.34
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MANATTS INC PLUMB SUPPLY COMPANY THE LOUIS BERGER GROUP INC	IMPROVEMENT  IMPROVEMENT  IMPROVEMENT	Vendor Total:  Vendor Total:  Vendor Total:	13,110.00 739.55 2,622.34 2,000.00
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MANATTS INC PLUMB SUPPLY COMPANY THE LOUIS BERGER GROUP INC	IMPROVEMENT  IMPROVEMENT  IMPROVEMENT  IMPROVEMENT  IMPROVEMENT	Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:	13,110.00 739.55 2,622.34 2,000.00 15,825.29 52,435.44
MANATTS INC PLUMB SUPPLY COMPANY THE LOUIS BERGER GROUP INC	IMPROVEMENT  IMPROVEMENT  IMPROVEMENT  IMPROVEMENT  IMPROVEMENT	Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:  Vendor Total:	13,110.00 739.55 2,622.34 2,000.00

<b>Legislative Action</b>	<u>Dawnye</u>	<u>John</u>	Kathryn	Charlie	Stacy
1	X	X	X	X	X
2					
3	X	X			
4			19 S.		
5			X		
6	X			X	
7					
8					
9					
10	X			X	X
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# Call for 2012 Legislative Action Priorities

#### What Your Board Needs to Do

Spend the May, June, or July (or first week of August) board meetings analyzing, discussing and voting on your top legislative priorities for next year. This should give all school boards at least two meetings to identify their priorities for the 2012 General Session by doing one or more of the following:

- Attend the IASB District Meetings in June to help inform your board work in setting priorities and help IASB to chart future advocacy efforts (visit the IASB web site, <a href="www.ia-sb.org">www.ia-sb.org</a>, for more information);
- Pick no more than five priorities or approve the priorities from the 2011 platform, and/or;
- Suggest amendments to existing resolutions or recommend new resolutions;
- Identify resolutions that should be removed from the platform if they are no longer relevant or critical;
- Return up to five of your top legislative priorities or general approval to IASB by August 12th via the Internet at <a href="http://www.ia-sb.org/iasbform.aspx?ekfrm=7270">http://www.ia-sb.org/iasbform.aspx?ekfrm=7270</a> or fax the completed form back to Marte Brightman at (515) 247-7057.

#### The Resolutions and Priorities Process

- The IASB Legislative Resolutions Committee (LRC), at its August meeting, will review the submitted resolutions, prioritize them and make recommendations to the IASB Board of Directors.
- The IASB Board of Directors, at its September meeting, will vote to approve or modify the LRC recommendations and forward the report to the Delegate Assembly.
- The IASB Delegate Assembly will meet in Des Moines on November 16<sup>th</sup>. The Delegate Assembly is the official body that establishes the IASB Legislative Priorities, Resolutions and Beliefs.

#### What is the Legislative Resolutions Committee?

The building of, and the strength of, the IASB legislative platform is based on member input. The Legislative Resolutions Committee is a 22 member committee comprised of K-12 board members, an AEA representative and an lowa Community College Board of Trustees member. The IASB President-elect presides over the LRC. Members of the IASB Board of Directors appoint an LRC committee member from their director district. The IASB president makes five at-large appointments. The AEAs and Iowa Association of Community College Trustees each appoint one member. The LRC is a cross-section of school boards from across Iowa, big and small, urban and rural.

Thank you for adding your voices to the IASB legislative grassroots process!

#### Remember: IASB needs your top five resolutions by August 12th.

(Return form sent to board secretaries is available on the IASB web site <a href="http://www.ia-sb.org/iasbform.aspx?ekfrm=7270">http://www.ia-sb.org/iasbform.aspx?ekfrm=7270</a>).

### PROPOSED 2012 IASB LEGISLATIVE ACTION PRIORITIES

Please use this form to list your board's **Top Five Legislative Priorities in Rank Order**. Although there are a total of 35 resolutions, please select **only up to 5** resolutions that are most important to your district. If your legislative priorities are identical to the 2011 resolutions, please indicate the 2011 resolution number. Resolution numbers can be found in the 2011 IASB Legislative Resolutions pages included with this mailing or by visiting our website at <a href="http://www.ia-sb.org/Publications.aspx?id=5008">http://www.ia-sb.org/id=5008</a>. Indicate "new" if it's a new resolution. Also, please let us know if there are resolutions that should be removed from the platform. Use additional sheets as necessary. Please register your response via this Internet link <a href="http://www.ia-sb.org/iasbform.aspx?ekfrm=7270">http://www.ia-sb.org/iasbform.aspx?ekfrm=7270</a>, on the IASB website or return this form by fax or mail to IASB by **August 12 2011.** Fax to Marte Brightman (515) 247-7057 or mail 6000 Grand Ave., Des Moines, IA 50312.

The Board of Directors of	School District on
vote of to Submitted by: Name	School District on adopted the following Legislative Action Priorities and Resolutions on aTitle
Continue Priorities from the 2011 P (2011 resolutions #'s 3, 6 & 10)	latform:
2012 Priorities: (use 2011 resolutio	n number, no more than 5)
New Resolutions or amendments to	o existing:
Resolutions that should be remove	d:

Please complete the advocacy survey on the back of this form

Advocacy Survey:  During the legislative session (January-April), in how many board meetings did you have a legislative updated or discussion? 0 1-2 ; 3 4 ; more than 4	ate
Did your board meet with your legislators prior to the start of the legislative session to outline IASB's legislative priorities? Yes No	
Did you invite your legislators to attend a board meeting or other school related activity? Yes No	
If so, were they able to attend? Please explain	
How many local legislative forums did your board members/administrators attend? 1-2 ; 3-4 ; more t	 :han
Was your board represented at one of the IASB Lobby Days? Yes No  If "No" please indicate reason (check all that apply):  Date(s) were inconvenient  Conflicted with work requirements  Saw little value/not worth time  Didn't know about them	
Was your administrative staff (superintendent, board secretary, etc) represented at one of the Lobby Da Yes No If "No" please indicate reason (check all that apply) Date(s) were inconvenient Conflicted with work requirements Saw little value/not worth my time Didn't know about them	ys?
Which of the following IASB advocacy tools did you use?  January Legislative Kick-off Webinar  Action Line/Action Network's Talking Points  Weekly Legislative Update Recording  Priority Issues Talking Points  Other:	
On a scale of 1-5 please rate the usefulness of the advocacy tools:	
Event Not Useful  January Legislative Webinar 1 2 3 4 5  Action Line/Action Line Network 1 2 3 4 5  Weekly Legislative Update Recording 1 2 3 4 5  Priority Issues Talking Points 1 2 3 4 5  Please provide any feedback concerning theses tools, or other tools you recommend to aid your districts advocacy.	



AND THE ADMENIANT AND OTHER TOWNS	1
STUDENT ACHIEVEMENT AND STUDENT EQUITY: The lowa Association of School Boards:	Legislative Action 2011 Session:
Supports preserving the integrity of the statewide penny sales tax for school infrastructure, including the tax equity provisions of buying down the highest additional levy rates to the state average.	This section will be updated after the close of the 2011 legislative session. Please check the our Web site at <a href="https://www.ia-sb.org">www.ia-sb.org</a> for updates to this document.
2. Supports full state funding to implement the Iowa Professional Development Model. The school district is the appropriate authority to determine the amount and content of, and require participation in, professional development to improve instruction focused on the district's student learning goals.	
Supports continued progress in the development of rigorous content standards and benchmarks, consistent with, the Common Core Standards (CCS) focused on improving student achievement, including the following state actions:     Provide technical assistance to help districts fully implement the	
<ul> <li>CCS.</li> <li>Develop or obtain high-quality summative and formative assessments, aligned to the skills students should know and be able to do to succeed in the 21st century. IASB supports assessment systems that measure student growth for all students, also known as value-added growth or gain, to improve student outcomes by driving professional development, teacher and administrator evaluation, and school improvement decisions.</li> <li>Support research-based professional development that provides educators with the training, support and time to work together so that they can successfully teach a rigorous curriculum to all students.</li> </ul>	
<ul> <li>Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.</li> <li>2011 IASB Priority</li> </ul>	
4. Supports adequate and on-time funding for English-language learner (ELL) students until the students reach proficiency.	
5. Supports a funding mechanism for school districts' transportation costs that does not directly or indirectly impact funding for the educational program.	
6. Supports funding to ensure all 3- and 4- year- olds have access to a high quality public school preschool program, and allow 4- year olds to be included in the enrollment count, if those programs can demonstrate meeting the collaboration and quality standards requirements of the state voluntary preschool program. IASB supports local district spending authority in the event of a future state spending reduction. 2011 IASB Priority	
7. Supports continuation of sufficient incentives and assistance to encourage sharing, reorganization or regional high schools to expand academic learning opportunities for students and to improve student achievement. IASB supports expansion of sharing incentives to include special education, curriculum and other critical administrative positions. The incentives must be available to districts regardless of geographic proximity to each other.	
<ul><li>8. Supports legislation that increases the at-risk student weighting and includes drop-out prevention in the foundation formula.</li><li>9. Supports increasing the regular program state cost per pupil for all</li></ul>	
districts to the statutory maximum district cost per pupil.	



FINANCE:	Legislative Action
The Iowa Association of School Boards:	2011 Session:
10. Supports setting allowable growth at a rate that encourages	
continuous school improvement and reflects actual cost increases	
experienced by school districts and AEAs. Our priority is to increase and	
maintain the state cost per pupil and the spending authority associated	
with it to build a strong base for future education resources with full state	
funding of the state's share of the cost per pupil. 2011 IASB Priority	
11. Supports a school foundation formula that adequately and timely	
funds changes in demographics, including declining and increasing	
enrollment challenges.	
12. Supports school district spending authority for any shortfall in state	
funding of the instructional support levy.  13. Supports full funding of public schools before additional financial	
support of non-public schools.	
14. Supports the utilization of Home School Supplemental weighting	
funds to cover the full expenses of the Home School Assistance Program,	
including necessary expenditures for administrative costs such as	
secretarial work on timesheets, benefits, correspondence with parents	
and enrollment records.	
15. Supports an amendment to the <i>lowa Code</i> to ensure that any school,	
including Regents Institutions that receives a portion of its funding through	
the foundation formula, is subject to the same governance and	
educational standards as public school districts.	
16. Supports the use of the management levy for fees required to be	
paid by law including inspection and publication fees; and for legal and	
auditing fees.	
17. Supports greater flexibility in allowing school districts to charge fees	
for non-curricular related costs.	

LOCAL CONTROL:	Legislative Action
The Iowa Association of School Boards:	2011 Session:
18. Supports legislation that provides flexibility for school districts to meet changing needs, become more efficient, protect natural resources and save public funds.	
19. Supports incentives for school districts to offer extended days and/or	
innovative calendars. School districts receiving these incentives should	
evaluate such initiatives to determine the impact on student learning.	
20. Supports the repeal of the legislated school start date and	
restoration of local school district authority to determine when it is in the	
best interest of students to start school.	
21. Supports the use of physical plant and equipment levy (PPEL) funds	
for the purchase of computer software, payment of software licensing fees	
and maintenance and repair of equipment or infrastructure that can be purchased or financed with PPEL funds.	



TAXES: The Iowa Association of School Boards:	Legislative Action 2011 Session:
<ul> <li>22. Supports legislation allowing school bond issues to be passed by a simple majority vote and to permit the local school board to levy a combination of property taxes and income surtaxes to pay the indebtedness.</li> <li>23. Supports sufficient state revenues to adequately fund public education as lowa's number one priority. IASB opposes erosion of the existing tax base. IASB supports a full accounting every two years by state government of the costs of all exemptions, credits or deductions for</li> </ul>	
the income tax, sales tax or property tax.  24. Supports tax increment financing (TIF) limitation, reform and regulation. Reforms should increase accountability and transparency for local government entities utilizing TIF. School districts should have the ability to implement TIF for certain types of facility expenditures and must be an equal partner with cities when implementing new TIFs. In addition, we oppose residential TIFs unless the impacted school district(s) approve.	
25. Opposes a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.	

PERSONNEL:	Legislative Action 2011 Session:
The Iowa Association of School Boards:	2011 Session:
26. Supports giving school districts and AEAs the option to reduce staff	
to respond to reductions in funding or to comply with an arbitrator's	
award. Districts and AEAs should not be required to use the teacher	
contract termination procedures in <i>Iowa Code</i> section 279.13 for such	
staff reductions.	
27. Supports reinstatement of state funds to allow school districts and	
AEAs the ability to offer long-term, differential pay, or other incentives, to	
fill shortage area positions.	
28. Opposes changes to labor and employment laws unless they:	
Advance excellence and equity in public education with the outcome of improved student achievement for all.	
Are based in sound research and proven best practices with a demonstrated positive impact on improving student achievement.	
Promote accountability by all for improved student outcomes.	
<ul> <li>Include adequate resources provided by the state without a shift</li> </ul>	
from other education resources or significant burden on property	
taxpayers.	
Include a regular evaluation of the impact of changes on student	
achievement.	
Balance the rights of the employees with the rights of	
management with scales tipped in favor of student achievement	
and student safety.	
Include a requirement that arbitrators demonstrate understanding	
of lowa education funding and educational improvement.	
Provide management with the flexibility to pay market competitive	
wages for shortage area positions, especially in the areas	ļ.
required to meet graduation and Common Core Standards	
mandates.	
Preserve the constitutionally protected due process rights of	
school boards.	
29. Require arbitrators to first consider local conditions and ability to pay;	
once the arbitrator determines the district has the ability to pay, the	
arbitrator should determine comparability.	



UNFUNDED MANDATES:	Legislative Action
The Iowa Association of School Boards:	2011 Session:
30. Supports predictable and timely state funding to serve students	
receiving special education services at a level that reflects the actual cost,	
including educational programming and health care costs.	
31. Supports the federal commitment to fund 40 percent of the cost of	
educating students receiving special education services, and requests	
that the federal government fulfill that commitment by increasing funding a	
minimum of 8 percent per year until the 40 percent figure is achieved.	
32. Opposes unfunded mandates.	

AREA EDUCATION AGENCIES: Acknowledges the AEAs legislative platform, including:	Legislative Action 2011 Session:
<ul> <li>Supports additional resources to AEAs and school districts for curriculum development, student assessment analysis, in-service training, professional development and technology assistance.</li> <li>Supports legislation allowing students in accredited nonpublic schools to be counted for special education services, allowing them full access to services.</li> <li>Supports continued restoration of cuts made during the 2004 legislative session.</li> <li>Supports creation of a separate funding mechanism for the operation and maintenance of AEA facilities.</li> <li>Supports an increase in funding for early childhood efforts.</li> </ul>	2011 October.

COMMUNITY COLLEGES: Acknowledges the community college legislative platform, including:	Legislative Action 2011 Session:
<ul> <li>Funding state general aid \$202.6 million, and no less than \$167.2 million, which reflects calculations under the formula adopted by the State Board of Education.</li> <li>A long-term commitment of state and local assistance for skilled worker training through the Workforce Training and Economic Development Funds, and other funding streams available to maintain and build capacity for skilled worker training.</li> <li>A state commitment and appropriation to lowa Adult Literacy Programs to support Iowa's illiterate adults, including dislocated workers without a high school diploma/GED.</li> <li>The 15 Community College Boards' local governance flexibility to access local tax support in its discretion to meet the needs of workforce training and their local</li> </ul>	ZUTT GESSION.

URBAN EDUCATION NETWORK	Legislative Action
Acknowledges the Urban Education Network (UEN) legislative platform,	2011 Session
including:	
Think today about tomorrow by initiating a thorough examination of the	
Foundation Formula to evaluate how lowa school finance policy drives	
improved student success in the workplace and in life. With widening	
expenditure and achievement gaps in lowa, this must be a serious	
undertaking and not just the once-every-five-year, cursory look at the	
formula mandated in the <i>lowa Code</i> . Such an examination should	
consider student needs and whether the formula funds those needs	
appropriately. The examination should;	
<ul><li>Evaluate the needs associated with lowa's "at risk" students,</li></ul>	
including resources required to meet their needs from both an	
adequacy and equity perspective.	

- Consider the relative tax capacity of school districts and the corresponding impact on a school district's ability to provide an excellent and equitable education.
- Address the remaining inequities in the foundation formula and other levies including physical plant and equipment levy, debt levy, instructional support levy, management levy, and cash reserve levy, and address the ability of Iowa's AEAs to adequately fund facilities maintenance and repair.

#### **Adequate Funding of Preschool Programs**

Provide funding to ensure all four year olds have access to a high quality preschool program by including preschool students in the enrollment count.

#### **Expand Flexibility and Authority for School Districts**

Public school boards and administrators need greater decision-making authority. Initial steps include requiring the DE to interpret local control broadly. The UEN supports Home Rule for school districts. Until that is accomplished, the DE should apply the directives of Dillon's rule only in very extreme cases.

Repeal the provisions of SF 2033 that are no longer relevant since lowa was not selected to participate in the Federal Race to the Top grants to avoid any unintended consequences of limiting the ability of school boards and superintendents to implement necessary and effective strategies to "turn around" low performing schools.

#### Allowable Growth

Set and fully fund the allowable growth rate for FY 2012 at 4 percent to assure that Iowa's current and future public school students are able to reach their highest aspirations and that Iowan's expectations for our future are being met. School districts require adequate allowable growth to pay for the following:

- IPERS scaled up increases in employer contribution (uses the first 1% allowable growth for FY 2012 built-in increase)
- Increased costs of utilities, transportation, special education IEPs and insurance
- Step and lane change increases existing in collective bargaining agreements.
- Implementation of the Iowa Core Curriculum and the Common Core Standards as well as federal requirements regarding schools in need of assistance (SINA), districts in need of assistance (DINA) and schools identified as persistently low achieving schools (PLAS)

#### **Unfunded Mandates**

All legislation requiring local districts to provide additional programs and/or services must include sustainable and sufficient state funding to cover the cost of implementing the mandate. The lowa Code should prohibit the unfunded mandate escape clause employed by former legislatures that the provision of state foundation aid is to be considered funding for new mandates.

# 2010 – 2012 Equal Employment Opportunity / Affirmative Action Plan Independence Community School District, Independence, Iowa

#### **Administrative Statement**

The Independence Community School District is deeply committed to the principles of equal employment opportunity and affirmative action to attain a workforce representative of ethnic and gender diversity. A diverse workforce serves as role models for our students. A diverse workforce broadens and deepens the capacity of our organization to address issues related to diversity. This plan contains the policy and employment goals to assist us in continuing toward our goal of an increasingly diverse organization.

Every employee of the Independence School District plays a vital role in promoting equal employment opportunity and diversity in the workplace. In the 2010 – 2012 biennium, we will target recruitment efforts to boost applicants in underrepresented categories, review application and interview materials to ensure nondiscrimination, and provide equal employment opportunity, affirmative action, and intergroup relations training for employees who hire and supervise.

Employment decisions are made without regard to race, religion, color, national origin, ancestry, age, gender, sexual orientation, gender identity, creed, disability, marital status, military service, veteran status, or any other legally protected status. Furthermore, reasonable accommodations will be made to the known limitations of otherwise qualified applicants or employees with disabilities except where such accommodations are determined to impose an undue hardship. Any employee who files a complaint of discrimination or harassment will be protected against retaliation. District policies for non-discrimination, affirmative action, harassment and bullying are appended to this plan. Annually, data will be collected to determine progress with meeting plan goals.

This plan is designed to meet the requirements of Iowa Code chapter 19B.11 and Iowa Administrative Code chapter 95.

Devin Embray, Superintendent

May 24, 2010

#### **Identification of Coordinator**

The employee responsible for coordinating the development and implementation of the equal employment opportunity and affirmative action plan is the Superintendent of Schools. Inquiries or grievances related to the Independence Community School District's Equal Employment Opportunity / Affirmative Action policies or plan may be directed to Jennifer Sornson, High School Principal, Independence School District, 1207 1st Street West, Independence, IA 50644, 319-334-7400, jsornson@independence.k12.ia.us; or to the Director of the Iowa Civil Rights Commission, to the Director of the Region VII Office of the United States Equal Opportunity Commission, or the Region VII Office of Civil Rights within the United States Education Department. In addition, inquiries may also be directed to the Director, Iowa Department of Education, Grimes State Office Building, Des Moines, IA 50319-0146, 515-281-5294.

Workforce Analysis

The following analysis of workforce distribution is based on gender, race and ethnicity. Employment groups analyzed are certificated and professional staff, including administrators, teachers and other professional staff, and support staff, including associates, food service, physical plant, administrative assistants and secretaries, and technical/supervisor staff. The analysis of distribution data is done to provide a portrait of the district's employees and to monitor growth toward hiring and recruitment goals. Charts are presented to show employees based on race, gender and employment positions. The data is based on the December 2009 employee database.

#### Administrators

The District employs 9 administrators. There is (1) chief executive administrator—the superintendent. There are 5 building level administrators. There is (1) full-time principal at the high school, (1) full time elementary principal at the grades 3-5 elementary, (1) full time elementary principal at the K-2 building who also oversees an early childhood center, (1) full time principal at the middle school, (1) school administrative manager at the grades 3-5 elementary, (1) activities director at the high school, (1) district technology director and (1) finance director/board secretary.

Chart 1 shows the gender and the racial/ethnic composition of the District's administrative staff. There is a balance of male and female administrative staff. Racial and ethnic groups are underrepresented in this category.

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	Nonwhite	Male	Female	Total
Superintendent	0	1	0	1
Principals	0	1	3	4
Asst principal/Activities Director	0	1	0	1
S.A.M.	0	1	0	1
Other Administrators	0	1	1	2
Total	0	5	4	9
Percentage	0%	56%	44%	100%

#### **Teachers and Other Professional Staff**

The District employs 119 teachers and other professional staff. Each of these staff holds a license granted by a governing board or other oversight group. Chart 2 shows the gender and the racial/ethnic composition of the District's teachers and other professional staff. Males are underrepresented in the following categories: preschool/kindergarten teachers, elementary teachers, special education and librarians. There is a balance of males and females in the categories of secondary teachers, counselors, and other professional staff. Racial and ethnic groups are underrepresented in all categories of teachers and other professional staff.

Chart 2: Gender and Racial/Ethnic composition of teachers and other professional staff

	Nonwhite	Male	Female	Total
Preschool/Kdg teachers	0	0	6	6
Elementary teachers (K-6)	0	10	40	50
Secondary teachers (7-12)	0	16	14	30
Special Education teachers	0	2	22	24
Counselors	0	2	2	4
Librarians	0	0	2	2
Other professional staff	0	1	2	3
Total	0	31	88	119
Percentage	0%	26%	74%	100%

#### Support Staff

The district employs 123 support staff employees. This number reflects a per-person count and not a full-time equivalency. Teacher assistants (called associates by the District) are employees who provide in-classroom support for special needs students, or provide support to other teachers or programs. Other support staff employees include transportation department workers, food service workers, maintenance and custodial workers, and office workers. Chart 3 shows the distribution of support staff over position categories according to gender and race/ethnicity. Males and females each dominate job categories traditionally gender-bound. Specifically, males are underrepresented in teacher assistants, food service workers, payroll/accounts payable, secretary/administrative assistant and general office clerk categories. Females are underrepresented in the janitor/custodial category. Racial and ethnic groups are underrepresented in all categories of support staff.

Chart 3: Gender and Racial/Ethnic composition of support staff

	Nonwhite	Male	Female	Total
Teacher assistant	0	0	60	60
Food prep worker	0	0	21	21
Janitor/custodial	0	8	3	11
Bus driver	0	6	5	11
Payroll/Acct payable	0	0	2	2
Secretary/admin asst	0	0	11	11
Office clerk – general	0	0	1	1
Transportation/Maint Dir	0	1	0	1
Food Svc Dir	0	0	1	1
Maintenance	0	2	0	2
Other Support Staff	0	0	2	2
Total	0	17	106	123
Percentage	0%	14%	86%	100%

#### **Employees with disabilities**

Iowa Administrative Code 95.5(3) directs that for the "purpose of confidentiality, disability data may be based on total agency figures, rather than those of major job categories." Of the district's 242 total employees, not one employee has a known disability.

#### **Qualitative Analysis**

The district has had a stable workforce, with little to no turnover in most employment categories. Annually the district hires approximately five to 10 percent (5% - 10%) for vacant K-12 teaching positions. Over seventy percent of the district's teaching staff has been employed by the district for five or more years.

A qualitative analysis of the district's employment and personnel policies and practices reveal no intended or unintended bias toward or against a candidate for employment based on race, creed, color, religion, gender, age, national origin, sexual orientation, gender identity, or disability. In employment categories where vacancies have occurred, the data indicates the district has been successful in hiring men and women in positions traditionally held by one gender. Secondary mathematics and science positions, career and technical education positions, and administrative positions are all evenly balanced by gender. However, the data reveals that the district has been unsuccessful in hiring employees of diverse racial and ethnic backgrounds in any job category.

The district's recruitment efforts consist of posting vacancy notices in the local newspapers, in the state newspaper, on the district's website, and recently, on the nationwide National Schools Applications Network (IAREAP). Periodically, when mid-year vacancies occur, targeted recruiting efforts have occurred to college and university education placement offices, although these have been the exception rather than the rule. In short, the recruitment efforts have been passive.

The district will need to learn how to target its recruitment efforts to boost applicants in underrepresented categories. It will need to review its application and interview materials to ensure nondiscrimination. Finally, it will need to provide equal employment opportunity, affirmative action, and intergroup relations trainings for employees who hire and supervise.

#### 2010 – 2012 Qualitative Goals/Actions/Timelines

- 1. Target recruitment efforts to boost applicants in underrepresented categories
- 2. Review application and interview materials to ensure nondiscrimination
- 3. Provide equal employment opportunity, affirmative action, and intergroup relations training for employees who hire and supervise.

Goals	Actions	Timeline
Target recruitment efforts	a. Expand recruiting efforts geographically	Continually
	b. Participate in job fairs	As available
	c. Recruit via personal contact at employment offices/job placement offices/career counseling center	Continually
2. Review application and interview materials	a. Collect and review principals' and supervisors' application and interview materials	June 2011
	b. Revise materials as appropriate	August 2011
3. Provide training for employees who hire and supervise	a. Gather information on available training from DE, AEA, other school districts, community/county groups	June 2011
-	b. Conduct training for supervisors	August 2011

#### Goals

The District will aspire to the following numerical goals when hiring for the 2010 - 2012 biennium for those employment vacancies for which an internal transfer does not occur. The categories listed are those in which one gender is underrepresented in the current employment pool, or in those categories that typically hire on an annual basis.

	Nonwhite	Male	Female	Total
Elementary teacher (K-6)	1	3		4
Secondary teacher (7-12)	1			1
Special Education teacher	1	3		4
Teacher assistant	1	3		4
Food prep worker	1	3		4
Janitor/custodial	1		1	2
Bus driver	1			1
Total	7	12	1	20
Percentage	35%	60%	5%	100%

### Appendix

- A. Equal Employment/Affirmative Action policy
- B. Non-discrimination statement

#### Appendix A: Equal Employment/Affirmative Action Policy

Code No. 401.2 Page 1 of 2

#### EQUAL EMPLOYMENT OPPORTUNITY

The Independence Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board annually.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants without regard to race, color, creed, sex, national origin, religion, age, socio-economic status, sexual orientation, gender identity or disability. In keeping with the law, the board will consider the veteran status of applicants.

Prior to a final offer of employment for any teaching position the school district will perform the background checks required by law. The district may determine on a case-by-case basis that, based on the duties, other positions within the district will also require background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended. If the candidate is a teacher who has received an initial license from the Board of Educational Examiners, then the requirement for a background check is waived.

Advertisements and notices for vacancies within the district will contain the following statement: "The Independence Community School District is an equal employment opportunity/affirmative action employer." The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Independence Community School District,  $1207 - 1^{st}$  Street West, Independence, Iowa 50644; or by (319) 334-7400.

Approved _	6/19/2007	Reviewed	Revised <u>6/19/2007</u>
			04/26/2010

#### EQUAL EMPLOYMENT OPPORTUNITY

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Region VII Office of Civil Rights, U.S. Department of Education, 10220 North Executive Hills Boulevard, 8th Floor, P. O. Box 901381, Kansas City, Missouri 64190-1381, (816) 891-8026, TTY (816) 374-7607 or the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th Street, Des Moines, IA 50319-1004, Phone: 515-281-4121, Toll Free: 1-800-457-4416, Fax 515-242-5840. This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).

42 U.S.C. §§ 2000e et seq. (1994). 42 U.S.C. §§ 12101 et seq. (1994).

Iowa Code §§ 19B; 20; 35C; 73; 216; 279.8; 692.2; 692.2A; 692.2C(5);

235A.15; 235A.6e(9) (2001).

281 I.A.C. 12.4; 95. 28 I.A.C. 14.1; 2000.

Cross Reference: 102 Equal Educational Opportunity

403.5 Harassment

405.2 Licensed Employee Qualifications, Recruitment, Selection411.2 Classified Employee Qualifications, Recruitment, Selection

#### Appendix B: Statement of Non-Discrimination

#### **Statement of Non-Discrimination**

It is the policy of the Independence School District not to discriminate on the basis of race, color, national origin, gender, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity and socioeconomic status (students/program only) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact the district's Equity Coordinator, Jennifer Sornson, High School Principal at 319-334-7400, ext. 703, or jsornson@Independence.k12.ia.us.

#### Statewide 4 Year Old Voluntary Preschool Contract

This Contract is entered into pursuant to the provisions of Chapter 28E, Code of Iowa, between the Independence Community School District (ICSD), 1207 1<sup>st</sup> St W, Independence, IA and St. John's Catholic School (St. John's), 314 3rd St NE, Independence, IA.

#### **Program**

ICSD and Partner are entering into this Contract for the purpose of providing free preschool services for four year olds within our community.

#### **Term**

The term of this contract shall be from July 1, 2011, to June 30, 2012, (including any extensions agreed upon by partnership due to delayed state funding information) and from year to year thereafter, unless either party wishes to terminate the contract, and subject to the automatic modification below. Either party may terminate the contract with or without cause on or before April 15 of the current contracted year. Notice shall be deemed to have been given if delivered or mailed to a representative of the party at the address set forth above.

ICSD and Partner agree that, in the event the Iowa legislature, the governor, or any other state agency take any action to decrease funding for the preschool program which is the subject of this Contract, or to affect ICSD's allowable expenditures, or to impact ICSD's authority to manage and control its budget for funding this program, the costs associated with this program for reimbursement to Partner will be decreased by the amount of the foregoing decrease in funding or to the extent of the effect from other action set forth above. This adjustment will be applicable for any portion of a contract year for which ICSD is affected by such action.

#### Staffing/Enrollment

Partner agrees to provide a minimum of one full-time teacher (appropriately licensed and certified for early childhood) who shall be present with eligible children during the voluntary preschool program instructional time. Partner shall be responsible for all costs related to salary and available insurance and benefits, for the certified instructor. Any employee of Partner assigned to teach in the voluntary preschool program will remain an employee of the Partner and shall not be considered an employee of ICSD for any purpose.

ICSD shall be entitled to observe Partner assigned teacher during the hours of operation of the voluntary preschool program, including time designated for professional development and home visits and provide input to designated supervisor/evaluator if not ICSD. If Partner cannot or chooses not to provide evaluation of assigned teacher as designated by Iowa Code, ICSD will arrange for these services.

Partner agrees to provide at least one teacher for the first 10 children in a classroom during the instructional time described in sub rule 16.3(4) of The Iowa Administrative Code and one staff member and one teacher when 11 to 20 children are present. Partner agrees to maintain class size to no more than 20 children per section.

Partner agrees to provide a teacher associate who is currently trained or enrolled in a program to be trained according to program standards as outlined in the Voluntary 4 year old Preschool grant. All associates shall be available to work with the teacher and children from start to end of program day for children. The Partner teacher associate shall be an employee of the Partner and not be considered an employee of ICSD for any purpose.

Funding for the first year of the voluntary preschool program is based on the preschool program's enrollment count as of September 1, 2010. Funding for subsequent years will be based on the voluntary preschool program enrollment count on October 1 of the previous year. For example, ICSD was awarded full funding based on 40 four-year-old children. The preschool program starts August 31, 2009, and 40 four-year-old children are enrolled. On October 1, 2009, there are still 40 children enrolled. The next school year, 2010-11, ICSD will receive funding for 40 slots for a new group of preschoolers based on the preschool foundation and aid formula (for 2008-09 the amount was \$5546 x .60 per child)

During each subsequent school year, the preschool foundation aid formula will flow in the same manner as the school foundation aid formula. For example, if ICSD has enrolled more four year old children in the preschool program, such as 45 children, funding will not be generated for the additional 5 children for the first year of funding (the grant year). However, if 45 children are reported on the October 1 Certified Enrollment Count that first year, then the following school year ICSD would receive funding for 45 children. The opposite would be true if there was a reduction in enrollment to 36 children. Funding would be reduced for the following school year. The Certified Enrollment Count determines the Independence Community 4 Year Old Preschool budget. The amount can't be changed at any other time during the school year.

#### **Facilities**

Partner shall provide adequate and appropriate space and facilities in accordance with the voluntary preschool program standards. This will include access to appropriate bathroom facilities and to the facility's playground area.

#### **Programming**

Partner must be an approved and licensed child development center by the Department of Human Services (DHS). Partner agrees that during the term of this contract, and any subsequent renewal, it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Partner shall no longer be DHS approved or licensed, ICSD may terminate this contract immediately upon the loss of such approval or license.

Partner agrees to provide at least 10 hours per week of intentional instruction directly related to the voluntary preschool program's curriculum, not to include recess or faithbased instruction.

Partner shall provide adequate and appropriate meals or snacks in accordance with the voluntary preschool program standards.

#### Curriculum

Partner agrees to adopt a research-based or evidence-based curriculum as determined by ICSD in accordance with voluntary preschool program standards.

Partner agrees to demonstrate how the curriculum, assessment, staff development, and instructional strategies are aligned to the Iowa Early Learning Standards. The teacher shall provide instruction on the skills and knowledge included in the Iowa Early Learning Standards.

Partner agrees to adopt a research-based or evidence-based assessment to provide information on children's learning and development.

ICSD shall provide and Partner shall use instructional materials and supplies consistent with the voluntary preschool program standards and the Iowa Early Learning Standards. ICSD and Partner shall be jointly responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

#### **Professional Development**

ICSD shall make available to any teacher of this voluntary preschool program who is not employed by ICSD, staff development that ICSD offers to ICSD's personnel to maintain the skills appropriate to the teacher's role. Individual career development plans for ICSD preschool teachers shall be addressed in ICSD's career development plan, and shall be implemented in accordance with the Iowa Code Section 284.6. ICSD shall ensure that staff members for the program are provided appropriate staff development in early childhood education.

Partner agrees to provide paid release time for teacher and associate to attend all preschool professional development designated by ICSD.

#### **Family Involvement**

Partner shall involve families through at least one home visit, one family night and at least two family-teacher conferences per year. Family involvement may include volunteering in the classroom, orientation to the preschool program, parent education, general communications, or other activities.

#### **Transportation**

ICSD shall provide transportation for any students enrolled in the program on existing bus routes only. Transportation for field trips planned by the teacher and pre-approved by ICSD will be provided by ICSD.

#### Reporting/Verification of Program

ICSD shall provide an annual report to the Department of Education regarding program requirements on forms provided by the DOE.

Partner agrees to provide ICSD data in a timely manner including but not limited to the following:

- a. number of eligible children participating in the preschool program
- b. number of eligible children participating in a program that meets the requirements of NAEYC, Head Start, or QPPS.
- c. curriculum used
- d. assessment as defined in rule 16.2 the Iowa Administrative Code
- e. number of teachers
- f. Kindergarten Literacy Assessment
- g. family involvement data (i.e.: family night, conference, home visits)
- h. Tuition Confirmation forms

ICSD shall collect and organize evidence from Partner for the purposes of the verification process.

Partner shall provide necessary documentation, as determined by ICSD, to ICSD in a timely manner for the verification process.

#### **Students/Student Records**

ICSD shall be responsible for determining special education and related services categorization and placement in accordance with state and federal law and shall be responsible for any special costs or programming involved for students enrolling with an individual education plan (IEP).

ICSD and Partner will ensure that all parents have enrolled students through a joint preschool enrollment process and will hold parents/students to ICSD policies, practices and procedures. Partner will be responsible for monitoring attendance and reporting said attendance to ICSD on the first Friday of each month for the previous month.

ICSD and Partner shall cooperate regarding student records for students enrolled in the voluntary preschool program, and ICSD shall maintain all educational records as required by law. Each party and its employees shall be responsible for maintaining the confidentiality of any educational records as required by law. The parties shall furnish each other with any educational records as required by law. The parties shall furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations and requirements, including, but not limited to, Free and Reduced Lunch Applications enrollment reports and attendance reports.

Partner will be required to forward student records (including any documentation of student progress as required by ICSD) to next attendance center.

#### School Day/Calendar

ICSD will develop a Preschool Calendar based on ICSD's K-12 calendar. Partner will operate preschool each day that classes are in session as designated on the Preschool Calendar. The voluntary preschool program shall consist of a half-day class providing services to students in a morning session from 8:20 am to 11:20 a.m. and an afternoon session from 12:00-3:00 p. m. per the agreed upon Preschool Calendar.

#### **Financial Arrangements**

Partner agrees not to charge fees to ICSD that are not directly related to the instructional day. In addition, each parent will confirm that no tuition was charged to them for the instructional portion of the day for each child in the program (see attached Tuition Confirmation Form).

#### **Billing**

Partner will bill ICSD on a monthly basis for reimbursement of salaries and benefits provided to the Partner employees with supporting documents by the second Monday of the month for the previous month. ICSD will make monthly payments following the Independence Board of Education meeting for the prior month's payroll.

Partner will provide proof of actual cost of teacher and associate salaries, and any benefits, FICA and insurance provided as well as other expenditures needing reimbursement prior to any reimbursement given.

All purchases of supplies needed will require a Purchase Order (initiated by Partner, providing all relevant information) and approval by ICSD prior to purchase. ICSD reserves the right to deny Purchase Order based on financial and need analysis. All Purchase Orders and ordered materials will be handled by ICSD upon receipt. Partner will arrange for pickup of purchased materials upon notification by ICSD.

All equipment, furniture and non-consumable supplies are considered property of ICSD. If the contract between ICSD and Partner is terminated for any reason prior to completion of 5 successful consecutive partnership years, all equipment, furniture and non-consumable supplies will be returned to ICSD. All equipment, furniture and non-consumable supplies become the property of Partner after the 5<sup>th</sup> year.

ICSD is responsible for maintaining financial records for the voluntary preschool program throughout its implementation and for providing Partner a monthly copy of financials.

Representatives
The contact person for each party shall be as follows:

	Name	Phone	Email
ICSD	Mary Jean Blaisdell	319-334-7400	mjblaisdell@independence.k12.ia.us
Partner			

Amend	ment	of (	Cont	ract

This contract may not be modified, changed or varied except by a written instrument signed by the parties.

Partner	Date
Director or Board Member	V COL
Independence Community School	
2 12 11	Date
Board President	

## CONTRACTED SERVICES AGREEMENT

Tri-County Child & Family Development Council, Inc. (Tri-County) and Independence Community Schools (District) wish to enter into an agreement under which the District shall furnish certain designated services necessary to implementation of Tri-County's program operations funded by a Department of Health and Human Services Grant in the District's Early Childhood Center. For the purposes of this Agreement, the following terms shall be used:

Term	Definition	
Tri-County	Tri-County Child & Development Council, Inc.	
Tri-County Address  Return 51911ed  Contract to:	PO Box 1050 Waterloo, IA 50704 205 Adams St. Suite 2 Waterloo, IA 50703	
District	Independence Community Schools	
District Address	1009 1 <sup>st</sup> St. W Independence, IA 50644	
Site Location	Early Childhood Center	
Applicable HHS Award No.	07CH0233	
Location for Provision of Services:	Early Childhood Center	
Covered Primary Services:	Health, Education, Nutrition and Disabilities portions of Center Based Head Start Programming.	
Required Service Group for Primary Services:	A minimum of 8 children per semester for two semesters, 100% income eligible; subject to funding limitations a maximum of 10 children may be served per semester.	
Minimum Service for Primary Services:	3.5 hours per day, 4- 5 days per week, 33 weeks per year exclusive of holidays and weather -related closings. Must provide 147 days of service with children in attendance.	
Maximum Funding for Primary Services:	Four thousand dollars per child per year payable by semester at \$2000.00 per child per semester minus the cost of one assistant Teacher provided by Tri-County. See attached budget.	

Term	Definition
Minimum Funding	Tri-County will reimburse District for the cost of substitute for Assistant Teacher at District rate of pay for the five Professional Development days identified by the Tri-County calendar. These costs would be in addition to the Maximum costs for Primary Services
Term of Agreement	August 22, 2011- May 22, 2012

The parties agree to abide by the specific terms and provisions of the following attachments, which are incorporated into this agreement by reference and made a part of it:

Basic Contract Provisions Insurance Requirements Compliance Checklist Pre-K Calendar

#### **Contracted Services Agreement**

Dated:	Dated:
Independence Community Schools	Tri-County:
	Tri-County Child & Family Development Council, Inc.
Ву:	By:
Board President	_
	By:

#### BASIC CONTRACT PROVISIONS

#### I. PURPOSE AND SCOPE OF CONTRACT

The purpose of this contract is to set out the terms and conditions of the agreement between Tri-County and the District to furnish certain services required under the Applicable HHS Award and to meet all HHS requirements for a written agreement and mandated terms.

Achievement of the goals and objectives of the Head Start program requires commitment from all levels and persons involved in the program. Policies, regulations and guidelines contribute to the effective and efficient process necessary for goal attainment. Tri-County encourages and expects philosophical commitment to the Head Start goals, as well as compliance with the approved grant application, Provider Agreement for Contracted Services, all policies, regulations, and guidelines of the HHS/ACF and the Grantee.

The services to be provided under this Agreement are designed to provide the following services at the same site setting, subject to availability of funding:

- 1. Health, Education, nutrition and disabilities services to Head Start eligible children in an integrated environment;
- 2. Transition planning and implementation for children and families into the K-12 Independence Community School District.
- 3. Access for Head Start Families to half day, school year service; and
- 4. Enhanced capability of both parties to provide high quality services to all children in the setting.

#### II DISTRICT SERVICE RESPONSIBILITIES

District shall provide the specified Covered Primary Services and at the designated Location of Services for the specified Term of Agreement in accordance with Head Start Performance Standards.

District shall provide those services for the Required Service Group(s) at least at the level of Minimum Service. The District shall also notify Tri-County if the number of enrolled students being served is reduced below the number set out as the Required Service Group. That notice shall be given within 10 working days.

In addition to the specific provisions of this Agreement, the District shall comply with all applicable state, federal, and local laws, rules, and regulations.

#### III FUNDING

Tri-County shall provide no more than the specified Maximum Funding level in federal funds to implement the Head Start Program as set out in the Program Budget, which is part of this Agreement. It is expressly understood and agreed that in no event will the total amount paid under this Agreement exceed the Maximum Funding level for full and complete performance nor will the per pupil funding unit exceed the designated Funding Level unless additional funding is

specifically authorized in writing by Tri-County in advance.

#### IV DISTRICT METHOD FOR FISCAL MANAGEMENT

The District shall maintain such records and accounts, including property, personnel, and financial, as are deemed necessary by Tri-County or the Department of Health and Human Service/Administration for Child and Families (HHS/ACF) to assure proper accounting for all federal funds provided for this program. These records will be made available for audit purposes to Tri-County, HHS/ACF, and the Comptroller General of the United States or any authorized representative of them and will be retained for four(4) years after the expiration date of this contract and any renewals of it, unless permission to destroy them is granted by both Tri-County and HHS/ACF.

The District shall specifically provide the following specified reports and conform to the following fiscal management guidelines:

- 1. Semester billing reports on the program shall be submitted to Tri-County within fifteen (15) calendar days following the close of each semester.
- 2. An end of fiscal year financial report on the program shall be submitted on or before June 15 each year.
- 3. If alternate funding sources are available for nutrition and educational services, Head Start dollars shall be the last dollars spent. It is specifically required that benefits from the United States Department of Agriculture (USDA) (CACFP or School Lunch program or the like) will be utilized fully before Head Start Funds are used to support food costs. The District shall maintain documentation of its receipt and application of alternative food and educational funding sources. The District will assure nutrition requirements are met any and all fees for nutrition are included in the fees to the District.
- 4. The District agrees to secure and keep in force for the duration of this Agreement adequate insurance coverage to protect against losses. Coverage must include student accident, general liability, and fidelity bonding. The District as evidence of current coverage shall submit copies of the cover sheet of the policies, or a summary of the applicable insurance coverage. Tri-County must also be included as an additional named insured on all applicable policies. Required insurance shall be at least in the amount set out in the Insurance Requirements, which are part of this Agreement. Should transportation become part of required or provided services, vehicle coverage (collision and liability) for any vehicle used for Head Start program purposes must be provided in the same manner.
  - 5. All information shall be provided on the forms provided by Tri-County, if such forms are provided.

#### V. DISTRICT PERSONNEL MANAGEMENT

The District shall assure:

- 1. There is a personnel management system covering its staff, which is consistent with ACF Regulations and State of Iowa Voluntary Preschool Standards and shall provide a copy of its personnel policies and procedures to Tri-County. This shall include, but not be limited to, a current organizational chart for the District's program and those sections of District's policies, which cover performance appraisals.
- 2. Compliance with HHS/Tri-County's requirements regarding staff certification, training, and technical assistance.
- 3. Maintenance of personnel records of each of District's employees providing services under this Agreement, which personnel records shall include the documents specified on Tri-County's personnel checklist.
- 4. All subcontracts with third party businesses or individuals to conduct any activity under this Agreement and to be paid with funds acquired under this Agreement must meet Head Start Standards, the standards specifically set out in this Agreement, and shall be properly documented, including specific data describing work to be performed and expected outcomes, and time sheets maintained to support the contractual agreement.

### VI DISTRICT SUBMISSION OF REPORTS, RECORDS AND EVALUATIONS

The District agrees to prepare, retain and permit Tri-County to inspect, as Tri-County considers necessary, all records required for this program by HHS and Tri-County regulations. The District further agrees Tri-County may carry out monitoring and evaluation activities to include, at minimum, periodic observations of the daily program, conferring with staff and parents, validation of the District self-assessment procedures and on- site visits to conduct specific activities. The District shall insure the cooperation of the District's employees, contractors, policy groups and board members in those efforts.

The District further agrees to submit to Tri-County such information as may be required by HHS/ACF directives or by the Tri-County, including (but not exclusive of) monthly attendance reports, monthly enrollment reports, Program Information Reports, Self Assessment Instruments, and improvement plans. Tri-County's representative shall have the right to inspect all such records and reports whether related to the District's Head Start Program or any other activity conducted by the District as Tri-County and the District reasonably determine.

# VII TRI-COUNTY GENERAL RESPONSIBILITY FOR SERVICE Tri-County shall provide technical support and assistance for the specified Covered Primary Services and at the designated Location of Services for the specified Term of Agreement in accordance with Head Start Performance Standards.

Tri-County shall monitor those services through the required reports and bi-weekly meetings and notify the District within one week if there are concerns, deficiencies, or Head Start Performance Standards the District's service is missing.

In addition to the specific provisions of this Agreement, the District shall comply with all

applicable state, federal and local laws, rules and regulations.

#### VIII TRI-COUNTY SPECIFIC RESPONSIBILITIES FOR SERVICE

Tri-county shall provide the following services:

- 1. Direct grant requirement monitoring of the District program activities through scheduled site visits by designated Tri-County staff and analysis of computerized program activity data and on going communication with the District regarding the rate of compliancy or dissatisfaction.
- 2. Train the District staff in required reporting procedures and forms.
- 3. Assist in assuring education program improvement through routine site visits and provision of consulting and training services. If training is needed, set up a timeline and written plan for Tri-County's and the +District's obligation for assisting in this goal.
- 4. Systematically provide information and consultation to the District about HHS rules and regulations to facilitate and support compliance efforts.
- 5. Train the District in the expectations of the budgeting and billing reports. Evaluate budgets and fiscal reports. Follow-up with the District on the compliance of these reports.
- 6. Monitor and assist in assuring overall program quality and performance standard training requirements by providing regularly scheduled pre-service and in-service training and other career opportunities as requested by the District, this monitoring will also cover the Early Childhood Special Education classrooms.
- 7. If an improvement plan is written it will include administration from both entities, and include:
  - 1) A written assessment of the issue.
  - 2) A meeting with the District and Tri-County to develop a plan.
  - 3) A timeline of realistic goals and expectations for both the District and Tri-County.
  - 4) Specific Action Plan for implementation.
  - 5) Consequences should the District not be able to or refuse to comply.

Independence Community Schools Specific Responsibilities for services

Independence shall provide the following services:

- 1. Employment of an early childhood State certified teacher.
- 2. Supervision of all personnel assigned to the program.

- 3. Assure a staff child ratio of 1:10 and not exceed the requirement of groups size of 20 per Head Start Performance Standards.
- 4. Evaluations of personnel assigned to the program.
- 5. Assist Tri-County in the identification of children to be served.
- 6. Provision of early childhood facility and general operating expenditures.
- 7. Development, implementation and monitoring of the curriculum in cooperation with Tri-County and in adherence to Head Start Performance Standards.
- 8. Annual evaluation of children's program.
- 9. Results of child screen and assessment data on a monthly or quarterly basis.
- 10. Compliance with the attached compliance checklist

#### X. DISCRIMINATION CLAUSE

The District will not discriminate against any person employed in the performance of this contract, or against any applicant for employment because of race, sex, age, creed, religion, color, national origin, sexual orientation, political affiliation, veteran's status, or handicapping condition. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, selection for training, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and all other privileges, terms and conditions of employment.

No person shall, on the grounds of race, religion, sex, creed, color, national origin, sexual orientation, political affiliation, veteran's status, or handicapping condition be excluded from participation in, be denied the benefits of, or be subject to discrimination in the performance of this contract.

#### XI. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, services contributed by Tri-County or the District under this contract shall be used for any partisan political activity, (1) to further the election or defeat of any candidate for public office, or to pay directly or indirectly, the salary or expenses of either party to this contract or their agent, to engage in any activity designed to influence legislation or appropriations pending before Congress, (2) to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or (3) to assist any voter registration activity. Nothing in the above statement is intended in any way to inhibit or discourage any party from exercising its lawful rights to attempt to influence legislation pending before Congress as long as the costs are not charged to this Head Start Program.

#### XII. DRUG FREE ENVIRONMENT

The District shall not permit use of drugs, alcohol, or tobacco by its employees or contractors at any Location used for Primary or Secondary Services, in any motor vehicles owned or provided by Tri-County or otherwise used in conjunction with providing Primary or Secondary Services, or in any manner in the presence or in the view of the children and families being served under this agreement.

#### XIII. COMPLIANCE WITH APPROVED PROGRAM

The District agrees to perform all activities authorized by this agreement in accordance with the approved work program, the approved budget, and the grant conditions inclusive of Head Start Performance Standards, Program Instructions, CFR 45 (Administration of Grants), Audit Guide, Head Start guidelines and all other HHS/ACF directives.

If Tri-County determines the District's program is not operating in compliance, it will notify the District of the manner in which it is out of compliance and Tri-County shall assist in developing an improvement plan. The District shall then come into compliance within a specified period to be determined by Tri-County and specified in the improvement plan.

Non-compliance may result in financial reimbursement being withheld and probationary status imposed immediately upon determination of non-compliance. Programs remaining out-of-compliance beyond the specified deadline shall be defunded and Tri-County may at its sole option terminate this contract without further notice or liability under this Agreement.

#### XIV. SCHEDULE OF PAYMENT

Subject to receipt of funds from HHS/ACF, Tri-County agrees to pay the District for authorized expenditures on a not less than a semester basis. In no event shall the District receive reimbursement for costs exceeding the Maximum Funding for Services under this Agreement, or four times the total non-Federal share contributions provided by District, whichever is less.

#### XV. CHANGES IN SERVICE

Tri-County may request changes in the scope of the services to be performed under this Agreement. Mutually agreed upon changes, including any increase or decrease in the amount of the District's compensation or modification of the budget, must be reduced to written form before they shall be enforceable by either party.

#### XVI. COVENANT AGAINST CONTINGENT FEES

The District warrants no person, selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warrant, the Tri-County shall have the right to annul this contract or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee, or to seek such other legal remedies as may be available.

#### XVII. TERMINATION OF AGREEMENT

Except in the case of Tri-County's loss of funding from HHS, financial assistance under this contract shall not be terminated or reduced, or an application for refunding denied or financial assistance suspended for longer than 30 days unless the District has been afforded reasonable notice.

#### XVIII. DISSOLUTION CLAUSE

Should termination of this contract/program occur District shall arrange for immediate transfer of program record reports as required by HHS regulation and/or Tri-County.

# XIX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The District certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. If the District is unable now, or at any time during the term of this agreement to certify to any of the statements in this certification, District shall immediately provide an explanation to Tri-County and this contract shall be subject to immediate termination by Tri-County in the event District's participation is disallowed as a result of that debarment or suspension.

#### XX RENEWAL

Upon the mutual agreement of the parties, this Agreement may be renewed for a maximum of two one-year periods upon execution of a Renewal Agreement in the format set out in this Agreement.

#### **Insurance Requirements**

Liability: \$1,000,000.00 each occurrence

\$ 2,000,000.00 aggregate

Umbrella: \$1,000,000.00 excess liability

Sexual Abuse Coverage: \$ 50,000.00 each person

\$ 250,000.00 maximum

Bond: All persons who control money need to be bonded in an amount

sufficient to assure no loss of program funds in the context of all

funds handled, including those from other sources.

Tri-County must be listed as an additional insured on all policies.

#### **Budget**

Service Provided	Description	Cost	Party Responsible
One 8 hour per day/4	Hours will be	(\$21,426.00)	Tri-County Child and
days per week	determined by the		Family
employee meeting	District, schedules		
minimum CDA	will be provided to		
credential.	the District by Tri-		
	County. Work days		
Duties will include	determined by		
classroom assistance	Independence		
and meal supervision	calendar and Tri-		
as requested.	County Master		
	Calendar		
Education, Disabilities,	3.5 hours of	\$32,000-\$40,000	Tri-County Child and
Nutrition services for	programming for		Family
8-10 Head Start	children meeting		
enrolled children	Head Start		
minimum of 147 days	Performance		
of service with	Standards		
children			
Total Cost of Contract		\$10,574.00-\$18,574.00	Tri-County Child and
			Family

MILLENNIUM THERAPY 2300 Swan Lake Blvd, Suite 103 Independence, IA 50644 ph 319.334.5155 fax 319.334.6166

#### 7-11-10

Millennium Therapy is pleased to submit the agreement to provide another year of the following sports-medicine coverage for Independence High School.

This is an outline of the agreement for the 2011-2012 School year. This is based on the previous 2010-2011 contract with revisions submitted based on review of prior year completed. Either party may terminate this agreement upon providing a 30-day notice to the other party.

#### Millennium Therapy shall provide the following:

- Sports-medicine coverage for sports practices and events specified.
- A certified Athletic Trainer for the purpose of injury prevention and athletic assessments. A licensed Physical Therapist or Physical Therapist Assistant may attend sporting events in the event that the ATC is unable to provide coverage. If PTA is providing coverage he / she will be in direct communication with a Physical Therapist when injury is identified.
- Primary sports-medicine coverage after school and home contests of football, wrestling, volleyball, soccer (boys and girls).
  - O Attend 4<sup>th</sup> quarter of home opener/and all home varsity contests. (Necessary taping to be provided by the coach, after initially trained by Millennium Staff when requested)
  - o Provide coverage for Conference and Regional coverage if IHS is a participant.
  - o Primary sports-medicine coverage availability in the training room after school for 1.0 hrs, 1x per week and by appointment per request of coach or AD. Millennium Therapy will make arrangements with Girl's and Boy's basketball coaches to attend varsity home contests, based on availability of athletic support personnel.
- Primary sports-medicine coverage for the home contests of Boy's and Girl's Varsity Soccer, Cross Country invitational.
- Consultation services from appropriate athletic support person for all other sports and activities as per request from the coach, determined on a case by case basis.

  Including, but not limited to specific coaching clinic is subject to fee for service.
- Per request of any coach we will continue to provide and make adjustments to each sport and their needs.
- Train coaching staff regarding basic taping techniques. Millennium Therapy will do this through an additional coaching clinic and provide initial taping technique for specific athlete on case by case basis, then follow up taping provided by coaching staff per request of AD.
- Continue to ensure that all students and staff are made aware of their rights and responsibilities regarding their choices when seeking medical care.

- The number of hours for each specific sport will be outlined below, and limited per agreement with Athletic Director and Superintendent of ICSD and designated Manager of Millennium Therapy.
- Any additional coverage of practices, game, etc. will be billed with prior approval from the Superintendent of schools for ICSD. This may be subject to sport specific fund raising in order for ICSD to provide the fee for additional Millennium Therapy services not included in the \$4000 agreement.
- Millennium Therapy will provide weight lifting instruction and supervised training up to 10 hours per week for middle school and high school athletics.

#### **Independence High School shall:**

- Provide pre-wrap and regular sports tape.
- Reimburse Millennium Therapy a total cost of \$4000 for Athletic Training services This payment will be made on a quarterly basis.
- Provide supplemental contract-for expertise, education and assistance in the weight room Monday Thursday, 1.0hrs/wk and by appointment per request of coach or AD.

ICSD VARSITY Sports Coverage by Millennium Therapy

Season 2010/2011 Agreed upon hours to be covered: (AD/Jane Priebe)

Wrestling home dual meets ~5: 18.5 hrs

Girls BB 14 hrs

Boys BB 14hrs

Football 5 home events 22.5 hrs

Volleyball 3 home events 4.5 hrs

Girls Soccer 7 home events 13 hrs

Boys Soccer 7 home events 13 hrs

Cross Country 2 hrs

All hours in reserve may be used for any post season special events.

Coaching clinic will provide education on taping techniques if coaches wish to use these which will help decrease number of hours Millennium Therapy spends taping athletes prior to competitions.

If ongoing taping is necessary a licensed Physical Therapist will screen this athlete and determine possible underlying injury leading to dependence on taping appropriate referral for medical treatment (ie: Doctor). This will prevent excessive amounts of taping materials being used.

Millennium Therapy staff may need to help with some individual athletes for specific taping technique, then that taping technique shall be adopted by the coach and followed through by the coach at following events.

Reimbursement for all of the above will be paid by ICSD to Millennium Therapy.

Millennium Therapy may volunteer in other capacities that they are qualified with prior approval from the Superintendent of schools for ICSD.

If this proposal is accepted by ICSD with Millennium Therapy, a formal contract with the appropriate signatures will be obtained.

#### **INDEMNITY AND INSURANCE:**

ICSD and Millennium Therapy each agree to indemnify and hold harmless the other from and against any and all manner of claims, demands, and causes of action (including reasonable costs and attorney's fees) arising from or incident to the negligent of willful act or omission of such respective party including but not limited to obligations set forth in this Agreement. Notwithstanding or foregoing, Millennium Therapy shall maintain during the term of this Agreement a liability insurance policy in the amount of not less than \$1,000,000/\$3,000,000, to include coverage for this promise of indemnity and hold harmless.

Agreed and Accepted:		PY	
ICSD	Date	Millennium Therapy	Date

I have two bids for concrete work to be done behind the Junior Senior High School, West Elementary back entrance and remove curb, and in front of East Elementary for a total of 4605 sq feet of concrete.

Webb Concrete bid \$26,500.00

Custom Concrete bid \$29,728.00

I suggest using Scott Webb concrete for the concrete work.

Thanks Kim Chesmore

COMMI RCIAL & INDUSTRIAL CONCRETE CONSTRUCTION Webb Concrete Inc.-2546 Postel Avenue-Independence, 1A 50644 Ph:(319)934-3641 Fax:(319)934-3262 Email:webbconcrete@netins.net

# WEBB CONCRETE INC.

**PROPOSAL** 2546 POSTEL AVE. **INDEPENDENCE, IA. 50644** PHONE# 319-934-3641 FAX# 319-934-3262 webbconcrete@netins.net

July 6, 2011

ATTENTION: INDEPENDENCE SCHOOLS PROJECT: MISCELLANOUS PAVING REPAIRS

- 1.) Area behind High School Cafeteria 390 sq. ft. of 6" concrete
- 2.) Area west side of West Middle School
   14 x 20 in front of entry door
   10 x 14 Curb island (tear out and remove old)
- 3.) Area behind Kidsville
  - -10 x 50 500
  - 20 x 44
  - 28 x 63
  - -21 x 31
- 4.) C-4 Concrete 5.) 1/2" rebar at 4' on center each way
- 6.) Core out existing grade- 8" and install gravel

4605

TOTAL \$ 26,500.00

3954

#### **EXCLUDES:**

1.) Gravel

**Authorized Signature:** 

SWAGWIN WEBB CONCRETE, INC., SCOTT WEBB

## Custom Concrete LLC

Jason E. Ohrt 207 7th Ave SW Independence, IA 50644

Es	tin	ma	ite
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Date	Estimate #	
6/15/2011	397681	

Name / Address	
Independence Community School Attn: Mike Donnelly	

Item	Description	Total
Tear Out and replace Tear Out and replace Tear Out and replace Saw Cut	111sqft of concrete sidewalk east side of high school with rebar 3' on center 10'x4' section of walk and 2 large step risers at high school with rebar 3' on center 4605sqft of concrete parking lot 6" thick with rebar 4' on center existing concrete	588.0 1,010.0 27,630.0 500.0
	Total	\$29,728.00
Phone #	This is only an actimate and 11:11	
319-334-4140	This is only an estimate, actual bill may vary upon compl	etion of project.

					600000				120 000	
Aı	utodesk	2008	Mark Pala							
Custon	<sup>ner Name:</sup> Independence C	Comr	munity Sch	nool Dist	trict	Date: 07/14/2	011			
Addres	ss1: Administration Build	ling		8		Phone: (319) 3	332-0	0719		
Addres	ss2: 1207 1st Street We	est				Fax: (319) 33	34-6	096		
City	State		Zip			Contact Name: S	teph	en Noyes	3	The second secon
	ependence <b>IO</b> W		506	644		Email: Snoyes	@in	dependen	ce.k	12.ia.us
				yes		Software Coordina Name:	ator (req	uired for Subscrip	<sup>ption)</sup> S	Steve Noyes
	es@independence.k	(12.i	a.us					@indepe		
Existing	Licenses Serial Numbers:									
	Contract Number and Group Name nasing additional subscriptions):	9								
				Details	s					- 18
Item	Product SKU		Description				0 10		Qty	!
1			EDUCATIO	NAL DEPL	OYM	ENT SERIVCE			1	
2	200D1-055221-1W0	1	AUTODE	SK DES	IGN	ACADEMY			1	
3	200D1-001261-1041		AUT	ODESK,	124	SEATS			1	
.4	200B1-000120-S011	1	36 MO	NTH SU	BSC	RIPTION			1	
5			Educa	tional Fix	ctime	e Support			1	
6										
7										
8										
9				, , , , , , , , , , , , , , , , , , , ,						
10										
Autode	esk Terms & Conditions:		,						·	
applica	nrollment form is governed by the able Educational products Exhib	its atta	ached hereto.							,
Comm	ents: If you have any questions r	regardi	ng this Enrollr	nent Form p	olease	e contact your Aut	todesk	Education sales	s repre	sentalive.

Autodesk, Inc. 111 McInnis Parkway, San Rafael, CA 94903

These Terms and Conditions issued by the Autodesk entity specifically identified below ("Autodesk"), are signed by the authorized representative of the entity whose information is set forth below ("Customer"), and together with the Autodesk Software License Agreement that accompanies the software ("Software"), the Subscription terms and conditions (if applicable), and Exhibit(s) A and/or B (as applicable) hereto, form a binding agreement between Autodesk and Customer ("Agreement"). This Agreement is effective as of the date of purchase of the applicable Autodesk Software and Subscription by Customer from an Autodesk Authorized Reseller ("Purchase Date").

- 1. Purchase from Autodesk Authorized Reseller. The prices and other commercial terms of purchase for the Software (and Subscription, if applicable), shall be determined and agreed independently by Customer and Autodesk Authorized Resellers.
- 2. Software License Agreement. Customer agrees to use each software license purchased pursuant to the terms and conditions of the standard Autodesk Software License Agreement that accompanies the Software.
- 3. Subscription. If Customer has purchased Autodesk Subscription ("Subscription"), then the terms and conditions available at the website located at <a href="http://usa.autodesk.com/adsk/servlet/index?sitelD=123112&id=7942019">http://usa.autodesk.com/adsk/servlet/index?sitelD=123112&id=7942019</a> or any successor or other website or location as may be designated by Autodesk for this support and maintenance program shall apply.
- 4. Limitation of Liability. THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF AUTODESK AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO CUSTOMER'S DIRECT DAMAGES ONLY AND SHALL NOT EXCEED A MAXIMUM OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). FURTHER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CUSTOMER ACKNOWLEDGES THAT THE FEES FAIRLY REFLECT THIS ALLOCATION OF RISK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- **5. Export Controls.** In conformity with laws and regulations of the United States and other countries relating to international trade, Customer and its employees, agents and third parties shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided under this Agreement to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations as modified from time to time by the U.S. Department of Commerce or the U.S. Department of the Treasury or under other laws or regulations to which Customer may be subject. Customer shall be solely responsible for (i) complying with those laws and regulations and (ii) monitoring any modifications to them.
- **6. Waiver.** Failure by Autodesk to enforce any of these terms and conditions will not affect Autodesk's right to enforce any other of these terms and conditions or to enforce any of these terms and conditions in the future.
- **7. Force Majeure**. The parties shall not be responsible for any failure to perform or for any delay in performance of its obligations, except the obligation of payment, under this Agreement where the failure or delay is due to acts of God, war, terrorism or terrorist acts, civil unrest, strikes, lockouts or other labor disturbances or any other circumstances beyond the reasonable control of the other party.
- 8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. This Agreement may only be amended in a writing signed by authorized representatives of both Customer and Autodesk. Customer further acknowledges that no additional or different terms or conditions submitted with the

Enrollment Form, including any pre-printed terms, shall be binding on Autodesk unless specifically agreed to in writing by Autodesk.

**9.** Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to choice of laws principles. Any litigation between the parties shall be commenced and maintained exclusively in the United States District Court for the Northern District of California in San Francisco or the courts of Marin County, California. The parties expressly submit themselves to the exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AUTODESK SOFTWARE LICENSE AGREEMENT AND, IF APPLICABLE, THE SUBSCRIPTION TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. YOUR SIGNATURE BELOW INDICATES THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

USTOMER: Independence Community School District
ddress: 1207 1st Street West
ndependence, IA 50644
igned:
lame:
itle:
nrollment Submission Date:
upplying Autodesk Authorized Reseller: Imaginit Technologies

Autodesk, Inc. 111 McInnis Parkway San Rafael, CA 94903

#### Exhibit A

#### **Autodesk Education Suites Addendum**

**NOTE:** This Exhibit A applies only if the Customer executing this Enrollment Form is a post-secondary institution. If the Customer is a secondary institution, this Exhibit A shall be of no force and effect.

#### 1. Annual Term License

If Customer purchases Autodesk Education Suites Annual Term Licenses, it may install and use the licensed Software for a period of 365 consecutive days from the date of purchase (the "Annual Term"), at up to five (5) Customer Sites on the appropriate number of the Customer's individual (standalone) or network computers for which it has paid the appropriate licensing fees. At the expiration of the Annual Term, Customer may purchase another Annual Term license (if available) or it shall delete the Software from the Customer's computers. The Autodesk Education Suites Annual Term License is subject to minimum purchase requirements.

#### 2. Perpetual License

If Customer purchases Autodesk Education Suites Perpetual Term Licenses, it may install and use the licenses Software in perpetuity at up to **five (5)** Customer Sites on the appropriate number of the Customer's individual (standalone) or network computers for which it has paid the appropriate licensing fees. Customer may purchase yearly upgrades to any future Autodesk Education Suites releases by purchasing Autodesk Subscription. The Autodesk Education Suites Perpetual License is subject to minimum purchase requirements.

#### 3. Licensing Definitions and Rules

- a. "Customer Site" means Customer's Main Site and, if applicable, Remote or Satellite sites, specified below.
- b. "Main Site" means the computer labs, classrooms, or offices located on Customer's primary campus and does not include (i) any computer labs, classrooms, or offices located on any of Customer's Remote or Satellite sites, (ii) Customer-owned computers that Customer has leased or provided to Students outside of the computer labs, classrooms, or offices located on Customer's primary campus, or (ii) Student personal computers. Customer may designate only one Main Site.
- c. "Remote" or "Satellite" site means the computer labs, classrooms, or offices located on a campus of Customer other than the primary/main campus. A Remote or Satellite site (i) may have a separate physical address, location but must have the same financial management as the Main Site; (ii) must located within the same geographical state or province as the Main Site; and (iii) must be of the same brand with the same primary curriculum focus as the main campus (i.e, if the main campus is a technology school, the remote or satellite site must also be a technology school and not a business school). A remote or Satellite site does not include any Customer-owned computers that Customer has leased or provided to Students outside of the computer labs, classrooms, or offices located on Customer's remote or satellite campus, or Student or Faculty personal computers.
- d. Designation of Customer's Main and Remote or Satellite site are subject to approval by Autodesk.
- e. Customer may permit Students or Faculty to use the Software; including allowing the access and use of the Software on Student and Faculty owned personal computers. "Students" means those who are currently enrolled in at the Customer. "Faculty: means those who are current employed personnel of the Customer. The access and use the Software on personal computers must be managed through Customer's secure computer network using Autodesk's license management system and only up to the permitted number of computers. Customer is responsible for such Students' and Faculty's compliance with the terms and conditions of the end user license

- agreement that governs the use of the Software. If a Student or Faculty member is no longer enrolled or employed at the Customer, they may no longer use or have access to the Software.
- f. Notwithstanding the Educational Version terms of use set forth in the End User License Agreement and applicable to the Software, the Customer may use the Software seat licenses purchased hereunder for facilities management purposes as follows:
  - i. The Software may be used by Customer personnel solely for the management and maintenance of Customer's owned, leased or controlled buildings and facilities.
  - ii. The Software may be used by the Customer's facilities management department and internal architects in connection with internal design efforts for buildings and facilities owned, leased or controlled by Customer.
  - iii. The Software may not be provided to companies, individuals or entities outside of Customer, provided, however, that Customer may permit third-party consultants to use the Software for Customer's facilities management purposes as long as the Software is used on site at the Customer on Customer-owned, leased or controlled computers and Customer is responsible for consultants' compliance with this Agreement in such use.
  - iv. The Software may only be used on Customer's owned, leased or controlled premises and owned, leased or controlled computers and may not be leased, loaned or otherwise provided or used by third parties other than as set forth in this policy.
  - v. Customer's license to use the Software shall terminate if Customer violates any of these limitations or restrictions. Any usage of the Software outside the scope of the applicable license grant constitutes an infringement of Autodesk's intellectual property rights.
- g. The number of concurrent users shall not exceed the total number of licenses set forth in the Enrollment Form. For avoidance of doubt, the total number of concurrent users/licenses applies to the complete Autodesk Education Suite solution rather than each individual software title within the Autodesk Education Suites solution.
- h. In the event of a conflict between this Exhibit A and the Autodesk Software License Agreement accompanying the Software or the Subscription terms and conditions applicable to the Software, the terms of this Exhibit A shall govern.

#### **Autodesk Education Suites 2012 Site Locations**

Main Site*: Independence Community School District
Department(s): District
Instructor Contact: Charles Bare
Instructor Contact Phone: 319.334.7400
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Campus Administrator: Steve Noyes
Campus Administrator Phone: 319.332.0719
Campus Administrator E-Mail Address: snoyes@independence.k12.ia.us
Main Site Street Address: 1207 1st St West
City: Independence State/Province: IA Zip code/Postal code: 50644-8978
Country: USA Telephone number: (319) 332-0719 Fax number: (319) 332-2375
Remote Site #1*:
Department(s):
Site Contact:
E-Mail Address:
Street Address:

Autodesk

#### **Autodesk Educational Products Terms and Conditions**

City:	State/Province:	_Zip code/Postal code:
Country:	_Telephone number:	Fax number:
Remote Site #2*:		
Department(s):		
Site Contact:	•	
Street Address:		
City:	State/Province:	_Zip code/Postal code:
Country:	_Telephone number:	Fax number:

Note: Attach additional Site Location and Term pages if necessary.

#### Exhibit B

#### Autodesk Design Academy ("ADA") Addendum

NOTE: This Exhibit B applies only if the Customer executing this Enrollment Form is a secondary institution. Post-secondary institutions are not eligible to purchase licenses for Autodesk Design Academy ("ADA") and if the purchasing Customer is a post-secondary institution, this Exhibit B shall be of no force and effect.

#### 1. Annual Term License

If Customer purchases ADA Term Licenses, it may install and use the licensed Software for a period of 365 consecutive days from the date of purchase (the "Annual Term"), at **one (1)** Customer Site on the appropriate number of the Customer's individual (standalone) or network computers for which it has paid the appropriate licensing fees, At the expiration of the Annual Term, Customer may purchase another Annual Term license (if available) or it shall delete the Software from the Customer's computers. The ADA Annual Term License is subject to minimum purchase requirements.

#### 2. Perpetual License

If Customer purchases ADA Perpetual Licenses, it may install and use the licenses Software in perpetuity at **one** (1) Customer Site on the appropriate number of the Customer's individual (standalone) or network computers for which it has paid the appropriate licensing fees. Customers may purchase yearly upgrades to any future Autodesk Education Suites releases by purchasing Autodesk Subscription. The ADA Perpetual License is subject to minimum purchase requirements.

#### 3. <u>Upgrades from Annual Term License to Perpetual Licenses</u>

Customers may upgrade Annual Term Licenses to ADA Perpetual Licenses by paying the applicable fees, subject to minimum purchase requirements.

#### 4. <u>Licensing Definitions and Rules</u>

- a. "Customer Site" means Customer's Main Site and, if applicable, Remote or Satellite sites, specified below.
- b. 'Main Site" means the computer labs, classrooms, or offices located on Customer's primary campus and does not include (i) any computer labs, classrooms, or offices located on any of Customer's Remote or Satellite sites, (ii) Customer-owned computers that Customer has leased or provided to Students outside of the computer labs, classrooms, or offices located on Customer's primary campus, or (ii) Student personal computers. Customer may designate only one Main Site.
- c. "Remote" or "Satellite" site means the computer labs, classrooms, or offices located on a campus of Customer other than the primary/main campus. A Remote or Satellite site (i) may have a separate physical address, location but must have the same financial management as the Main Site; (ii) must located within the same geographical state or province as the Main Site; and (iii) must be of the same brand with the same primary curriculum focus as the main campus (i.e, if the main campus is a technology school, the remote or satellite site must also be a technology school and not a business school). A remote or Satellite site does not include any Customerowned computers that Customer has leased or provided to Students outside of the computer labs, classrooms, or offices located on Customer's remote or satellite campus, or Student or Faculty personal computers.
- d. Designation of Customer's Main and Remote or Satellite site are subject to approval by Autodesk.
- e. Customer may permit Students or Faculty to use the Software; including allowing the access and use of the Software on Student and Faculty owned personal computers. "Students" means those

who are currently enrolled in at the Customer. "Faculty: means those who are current employed personnel of the Customer. The access and use the Software on personal computers must be managed through Customer's secure computer network using Autodesk's license management system and only up to the permitted number of computers. Customer is responsible for such Students' and Faculty's compliance with the terms and conditions of the end user license agreement that governs the use of the Software. If a Student or Faculty member is no longer enrolled or employed at the Customer, they may no longer use or have access to the Software.

- f. Notwithstanding the Educational Version terms of use set forth in the End User License Agreement and applicable to the Software, the Customer may use the Software seat licenses purchased hereunder for facilities management purposes as follows:
  - i. The Software may be used by Customer personnel solely for the management and maintenance of Customer's owned, leased or controlled buildings and facilities.
  - ii. The Software may be used by the Customer's facilities management department and internal architects in connection with internal design efforts for buildings and facilities owned, leased or controlled by Customer.
  - iii. The Software may not be provided to companies, individuals or entities outside of Customer, provided, however, that Customer may permit third-party consultants to use the Software for Customer's facilities management purposes as long as the Software is used on site at the Customer on Customer-owned, leased or controlled computers and Customer is responsible for consultants' compliance with this Agreement in such use.
  - iv. The Software may only be used on Customer's owned, leased or controlled premises and owned, leased or controlled computers and may not be leased, loaned or otherwise provided or used by third parties other than as set forth in this policy.
  - v. Customer's license to use the Software shall terminate if Customer violates any of these limitations or restrictions. Any usage of the Software outside the scope of the applicable license grant constitutes an infringement of Autodesk's intellectual property rights.
- g. The number of concurrent users of ADA Software shall not exceed the total number of licenses set forth in the Enrollment Form. For avoidance of doubt, the total number of concurrent users/licenses applies to the complete ADA Software solution rather than each individual software title in the ADA Software solution.
- h. In the event of a conflict between this Exhibit B and the Autodesk Software License Agreement accompanying the Software or the Subscription terms and conditions applicable to the Software, the terms of this Exhibit B shall govern.

ICSD Board of Education Goal and Action Plan. Revised 9/20/2010

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	1. Administrative reports will	Board Packet	1. 100% of board meetings will
	include items related to student	Board minutes	have a focus on student
student achlevement	achievement/grades/scores and	District Newsletter	achievement
at all board meetings		Local Newspaper	2. By end of school year all
	2. Student spotlights on academics	Board feedback	buildings will be spotlighted
	as well as athletics will be		<ul> <li>a. Each board meeting for</li> </ul>
	included at each board meeting		no more than 5 minutes
	3. Continue a focus on extra-		3. Short updates by each building
	curricular events at board		by the end of the school year
	meetings		4. By the end of the school year all
	4. Begin including teacher and/or		buildings will have a
	student presentations at board		representative showcase
	meetings		classroom activities
			a. Each board meeting for
			no more than 5 minutes
2. Develon an	1. Review curriculum/school	Minutes from work session	1. All board members receive on-
	improvement process	Minutes from SIAC/CCC	going information sessions
understanding of the	2. Attend a SIAC/CCC meeting	E-mail list	2. Each board member will attend a
curriculum/school			SIAC/CCC meeting by the end of
improvement process	from SIAC/CCC	30863	the school year
improvement process			3. All board members will receive
			the minutes and a summary from
			each meeting
3. Enhance methods of	1. Schedule presentations from	Board minutes	1. Make a recommendation on high
nositive		Community feedback through	
- Amend	2. Meet with city council or other	architect and Board	2. Share with city councils or
communication		Attendance at community forums	community groups by end of
	3. Board members share out at	Local Newspaper	each school year
		More O&A	3. Each Board meeting have a
	4. Press release	E-mail Options – Registration	Board member share out on item
		One Call Now – Registration	of interest or committee/
. 100	School Project		community work they are
			involved in/with

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	T	Target
4. Responsibly manage fiscal resources	1 2 8 4 3	Support development of long range technology plan Support and provide technology hardware funding as per plan Support and provide funding for necessary instructional supplies Support and provide funding for infrastructure needs/ improvements Utilize and follow established budget process	<ul> <li>Technology report</li> <li>Board minutes</li> <li>Financial reports</li> <li>Budget</li> </ul>	Review tech     Meet the ne     curricular at     Meet the ne     district     Balanced bu     acceptable s	Review technology annually Meet the needs of on-cycle curricular area as requested Meet the needs of facilities in the district Balanced budget with an acceptable solvency ratio
5. Investigate a comprehensive sports weight and conditioning program	3. 3.	Meet with appropriate stakeholders to assess needs of/for a program Determine facility needs Work with Physical Education department to incorporate program's concepts into curriculum	Meeting minutes     AD and coaches' feedback     Facility needs assessment     PE Curriculum document	<ol> <li>100% participal district-wide. Jevaluation tool.</li> <li>Support the Act 3. Begin conversa program ideas the into existing cut. Continue finance BFS program ee</li> <li>Continue prome sportsmanship all groups</li> </ol>	100% participation of coaches district-wide. Become part of evaluation tool. Support the Activities Director Begin conversations regarding program ideas being integrated into existing curriculum. Continue financial support for BFS program equipment Continue promoting good sportsmanship at all levels among all groups.
6. Investigate and create ways to increase BOE Effectiveness	3. 2. 1.	Maintain contact with legislators to share needs of our district Investigate ideas, create and implement public relation materials for attendees of meetings Follow operating principles as adopted by Board	P.R. materials created     Board share out     Developed communication     protocol	100% of Board members we communicate with a legisla end of the school year.     Compile a list of ideas and implement one or two of the at a Board meeting by the school year.  Review board policy at a B meeting on operating principle.  Explore options to go live pon cable or audio.	communicate with a legislator by the end of the school year.  Compile a list of ideas and implement one or two of these ideas at a Board meeting by the end of the school year.  Review board policy at a Board meeting on operating principles  Explore options to go live production on cable or audio.