BOARD REPORT

April 18, 2016

Educating people to be life-long learners and respectful, responsible citizens
April 14, 2016

To: All School Board Members
From: Jean Peterson, Superintendent

Re: Working agenda for the regular meeting on Monday, April 18, 2016 beginning at 6:00 p.m. at the School Administration Office, 1207 1st Street West, Independence, IA

1. PLEDGE OF ALLEGIANCE
   A. Call to Order

2. CONSIDERATION OF ACTION ON CONSENT ITEMS
   A. Approval of the minutes of the public meeting on March 21, 2016, the public meeting on March 21, 2016, the public hearing on March 21, 2016, the regular meeting on March 21, the public hearing on April 7, 2016 and the special meeting on April 7, 2016.
   I am seeking approval of the minutes.

   B. Approval of Agenda
   I am seeking approval of the agenda.
C. Approval of Board Policies (*changes noted)  

Motion 2.C.

### Second Readings:

<table>
<thead>
<tr>
<th>POLICY #</th>
<th>POLICY NAME</th>
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<tbody>
<tr>
<td>1.</td>
<td>304.1</td>
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<td>2.</td>
<td>304.2*</td>
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<td>304.3</td>
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<td>304.4</td>
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<td>9.</td>
<td>305</td>
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<td>11.</td>
<td>106*, 106.E1*, 106.E2*, 106.E3* and 106.R1*</td>
</tr>
<tr>
<td>12.</td>
<td>203*</td>
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</tbody>
</table>

*I am seeking approval of the above policies’ second readings.*

### First Readings:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
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<td>308</td>
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<td>5.</td>
<td>309</td>
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<td>6.</td>
<td>401.11</td>
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<td>7.</td>
<td>404.1 &amp; 404.1R1*</td>
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<td>8.</td>
<td>405.2*</td>
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<td>9.</td>
<td>411.2*</td>
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<td>10.</td>
<td>705.1*</td>
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<td>11.</td>
<td>708*</td>
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<td>12.</td>
<td>905.1*</td>
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<tr>
<td>13.</td>
<td>507.2*, 507.2E1* &amp; 507.2E2*</td>
</tr>
<tr>
<td>14.</td>
<td>804.8 (New Policy)</td>
</tr>
</tbody>
</table>

*I am seeking approval of the above policies’ first readings.*

### D. Resignations

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kris Gruber</td>
<td>Assistant Girls Basketball Coach</td>
<td>03/30/2016</td>
</tr>
<tr>
<td>Christi Imsland</td>
<td>West Elem Special Education Teacher</td>
<td>End of 2015-2016 Contract</td>
</tr>
<tr>
<td>Val Maximovich</td>
<td>Assistant Musical</td>
<td>End of 2015-2016 Contract</td>
</tr>
</tbody>
</table>

*I am seeking approval of the above resignation(s).*
E. Transfers/Reassignments

<table>
<thead>
<tr>
<th>NAME</th>
<th>PREVIOUS ASSIGNMENT</th>
<th>NEW ASSIGNMENT</th>
<th>SALARY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brittany Holt</td>
<td>ECC .5 FTE Junior Kindergarten Teacher &amp; .5 FTE PK4 Academic Interventionist</td>
<td>ECC 1.0 FTE Junior Kindergarten Teacher</td>
<td>2016-2017</td>
<td>08/18/2016</td>
</tr>
</tbody>
</table>

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

F. New Hires (pending acceptable background checks)

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>SALARY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rachel Hurley</td>
<td>JSH After School Program Monitor</td>
<td>$37.20/hour</td>
<td>04/05/2016</td>
</tr>
<tr>
<td>Tiffany Lampe</td>
<td>JSH After School Program Monitor</td>
<td>$9.40/hour</td>
<td>04/05/2016</td>
</tr>
<tr>
<td>Amanda Sedlacek</td>
<td>JSH After School Program Monitor</td>
<td>$30.34/hour</td>
<td>04/05/2016</td>
</tr>
</tbody>
</table>

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

G. Approval of Financial Reports

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

Motion 2.G.

3. ANNOUNCEMENTS, COMMUNICATIONS and PRESENTATIONS

A. Comments from the Public. Residents of the District, students attending the District, parents/guardians of students attending the District, and District staff members may address the Board about any topic relevant to the District whether on the current agenda or not. Those who wish to speak must sign up at the beginning of the meeting. Speaker’s participation is limited to three minutes once per board meeting. The Board President may need to reduce the three-minute time limit to accommodate more speakers in the 20 minutes allotted for the public forum. The Board must approve an extension of the 20-minute time allocation to allow all speakers up to three-minutes. The views and opinions of citizens addressing the Board do not necessarily reflect those of the Board, District administration, or staff. We ask speakers to remember that Iowa law prohibits the Board from discussing specific employees or students or their performance. Student speakers will state their name and school. Others will state their name and address.

B. Comments from the Board/Superintendent

C. Presentations

1. Technology Purchase Plan for 2016-2017 – Steve Noyes
2. Iowa Assessments – Building Principals

4. REPORTS

A. Building Administrator Reports

1. Junior-Senior High School Principal
2. Junior-Senior High School Assistant Principal
3. West Elementary Principal
4. East Elementary/Early Childhood Center Principal

B. Activities Director Report

C. Director of School Improvement Report
D. Director of Technology Report
E. Director of Food Service Report
F. Director of Buildings & Grounds Report
G. Director of Transportation Report

5. NEW BUSINESS
   A. 2016 Independence High School and Buchanan County Success Center Graduate Candidates
   B. Travel Request Form – June, 2016 PLC Conference in Minneapolis, MN
   C. Travel Request Form – August, 2016 PLC Conference in Lincolnshire, IL
   D. Travel Request Form – May, 2016 Choir Trip to Chicago, IL
   E. Letter of Confirmation/Agreement with Chicago Marriott Schaumburg for the Choir Trip
   F. Agreement with Windstar Lines, Inc. for the Choir Trip
   G. Contract with Broadway In Chicago Group Sales for Chicago The Musical
   H. Agreement for Food Services Operations between Kidsville and Independence Community School District for 2016-2017
   I. Boys’ Swimming Cooperative Sharing Agreement with Cedar Falls for 2016-2017
   J. Approve School Bus Sales Co. Bid for Purchase of 84 Passenger School Bus with Luggage for Activities
   K. Class Sizes
   M. 2016-2017 Independence Teachers’ Association Master Contract

6. ADJOURNMENT

UPCOMING MEETINGS –
Monday, May 16th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence
Monday, June 20th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence
Monday, July 18th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence
Monday, August 15th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence
Monday, September 19th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence
A Public Meeting was held at 4:00 p.m. on March 21, 2016 in the School Administration Office, 1207 First Street West, Independence, Iowa.

The Independence Educational Support Personnel representatives, Lisa Preuss, Janette Hopkins, Peg Bantz, Sandy Johnson, Judy Kress, Deana Miller and Peg Short presented their initial negotiation proposal to the Board of Education negotiation team for the 2016-2017 school year.

The ITA’s proposal was a 7.57% total package increase as well as Master Contract language changes.

Full disclosure of the proposal may be reviewed in the superintendent’s office.
A Public Meeting was held at 4:15 p.m. on March 21, 2016 in the School Administration Office, 1207 First Street West, Independence, Iowa.

The ICSD presented their initial negotiation proposals to the Independence Educational Support Personnel negotiation team for the 2016-2017 school year.

The District’s proposal consisted of a $0.20 per hour pay increase, increased insurance as well as Master Contract language changes for a total package increase of 1.86%.

Full disclosure of the proposal may be reviewed in the Administration office.

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

Members present: Chairperson Brian C. Eddy, Vice-President Shelly Whited, Kim Hansen, Eric Smith and Heather Meador

Superintendent: Jean Peterson

Board Secretary Present: Lynnette Engel

The Board allowed patrons to speak to the subject of the proposed 2016-2017 school calendar. No Patrons approached the Board.

Motion Smith, second Whited to adjourn the meeting at 5:50 p.m. All voted “aye”. Motion carried.

Brian C. Eddy Lynnette Engel
Chairperson Secretary
Independence Community School Board Minutes  
Regular Meeting  
March 21, 2016

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

Members Present: Chairperson Brian C. Eddy, Heather Meador, Kim Hansen, Shelly Whited & Eric Smith

Superintendent Present: Jean Peterson

Board Sec. /Treas. Present: Lynnette Engel

1. FRIENDS OF EDUCATION 
   A. Independence Archery Club
      Mr. Howard and Mr. Hupke recognized and thanked the following for volunteering to help start the Independence Archery Club: Travis Butters, Jess Ender, Al Klever, Chris Luloff, Al McGraw, Kriss McGraw, Steve McGraw, Larry Spece and Dave Wilson. Your time and efforts to get the first year going is appreciated.

2. CONSIDERATION OF ACTION ON CONSENT ITEMS – Motion Smith, second Meador to approve Items 2A-2F with removal of agenda item 6B. All voted “aye”. Motion carried.

   A. Approval of the minutes of the regular meeting on February 15, 2016, the public hearing on February 17, 2016, the special meeting on February 17, 2016, the public meeting on March 2, 2016, the public meeting on March 2, 2016 and the work session on March 17, 2016.

   B. Approval of the Agenda

   C. Approval of Board Policies

Second Readings:

POLICY # POLICY NAME
1. 303.1* Superintendent Qualifications, Recruitment, Appointment
2. 303.2 Superintendent Contract and Contract Nonrenewal
3. 303.3 Superintendent Salary and Other Compensation
4. 303.4 Superintendent Duties
5. 303.5* Superintendent Evaluation
6. 303.6 Superintendent Professional Development
7. 303.7 Superintendent Civic Activities
8. 303.8 Superintendent Consulting/Outside Employment
9. 401.2* Equal Employment Opportunity
10. 402.2* Child Abuse Reporting
First Readings:

POLICY #  POLICY NAME
1. 304.1 Administrative Positions
2. 304.2* Administrator Qualifications, Recruitment, Appointment
3. 304.3 Administrator Contract and Contract Nonrenewal
4. 304.4 Administrator Salary and Other Compensation
5. 304.5 Administrator Duties
6. 304.6* Administrator Evaluation
7. 304.7 Administrator Professional Development
8. 304.8 Administrator Civic Activities
9. 305 Reduction in Administrative Positions
11. 106*, 106.E1*, 106.E2*, 106.E3* and 106.R1* Anti-Bullying/Anti-Harassment Policy, Complaint Form, Witness Disclosure Form, Disposition of Complaint Form and Anti-Bullying/Anti-Harassment Investigation Procedures
12. 203* Board of Directors’ Conflict of Interest

D. Resignations

<table>
<thead>
<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Joe Dalton</td>
<td>East/West Elem K-3 Vocal Music Teacher</td>
<td>End of 15-16 Contract</td>
</tr>
<tr>
<td>Duane Matthess</td>
<td>Assistant Football Coach</td>
<td>03/11/2016</td>
</tr>
<tr>
<td>Jason Saylor</td>
<td>Bus Garage 6.0 hr Bus Driver</td>
<td>03/04/2016</td>
</tr>
</tbody>
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E. Transfers/Reassignments

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</tr>
</thead>
<tbody>
<tr>
<td>Pat Shannon</td>
<td>Bus Garage 4.0 hr Bus Driver</td>
<td>Bus Garage 6.0 hr Bus Driver</td>
<td>$14.55/hr</td>
<td>03/21/2016</td>
</tr>
</tbody>
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F. New Hires

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</thead>
<tbody>
<tr>
<td>Hannah Burns</td>
<td>JSH Math Teacher</td>
<td>MA Step 4</td>
<td>2016-2017 School Year</td>
</tr>
<tr>
<td>Kathy Eilers</td>
<td>Bus Garage 4.0 hr Bus Driver</td>
<td>$14.55/hr</td>
<td>03/21/2016</td>
</tr>
</tbody>
</table>
G. Approval of Financial Reports – Motion Smith, second Meador to approve all bills excluding the Fusion Forward bill. Smith, Meador and Eddy voted “aye”, Whited and Hansen abstained. Motion passed 3-0.

Motion Smith, second Meador to approve the Fusion Forward bill. Smith, Meador, Whited and Hansen voted “aye”, Eddy abstained. Motion carried 4-0.

1. Approval of Bills
2. Vendor Report
3. Board Report
4. Budget Report

3. ANNOUNCEMENTS, COMMUNICATIONS AND PRESENTATIONS

A. Comments from the Public – Wendy Van De Walle from Sustainable Independence gave an update to the Board regarding their fundraising efforts to donate solar power to the school.

B. Comments from the Board/Superintendent – Mrs. Meador attended the musical and was so impressed with the wonderful talents of our students. Superintendent Peterson was also amazed at the amount of talent and has heard many positive comments regarding the musical. She also reminded everyone about the upcoming state jazz competition in Des Moines on April 5th.

C. Presentations
   1. Mrs. Meyer shared with the board how Mustang Time is used at East Elementary and explained the information they review as they prepare for it.
   2. Mrs. Meyer and Mr. Hupke gave an overview of the details surrounding the Early Literacy Legislation and how that will affect and impact our District as well as what we are already doing in anticipation of this legislation.

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

5. OLD BUSINESS
   A. Change Order for Items Described in Bulletin #3 to Porter & Porter Construction LLC for the Bus Garage Project – Motion Smith, second Meador to approve. All voted “aye”. Motion carried.

   B. Removed from the agenda

6. NEW BUSINESS

   B. Boys’ Soccer Sharing Agreement with Jesup and East Buchanan for 2016-2017 – Motion Meador, second Whited to approve. All voted “aye”. Motion carried.
C. Girls’ Soccer Sharing Agreement with Jesup and East Buchanan for 2016-2017 – Motion Smith, second Hansen to approve. All voted “aye”. Motion carried.

D. Boys’ Tennis Sharing Agreement with Jesup for 2016-2017 – Motion Meador, second Whited to approve. All voted “aye”. Motion carried.

E. Girls’ Tennis Sharing Agreement with Jesup for 2016-2017 – Motion Hansen, second Whited to approve. All voted “aye”. Motion carried.

F. Boys’ Bowling Sharing Agreement with East Buchanan for 2016-2017 – Motion Smith, second Hansen to approve. All voted “aye”. Motion carried.

G. Girls’ Bowling Sharing Agreement with East Buchanan for 2016-2017 – Motion Hansen, second Whited to approve. All voted “aye”. Motion carried.

H. Approve School Bus Sales Co. Bid for Purchase of 84 Passenger School Bus – Motion Meador, second Smith to approve. All voted “aye”. Motion carried.

I. Field Experiences, Practicums and Student Teaching Agreement with Buena Vista University through June 30, 2019 – Motion Smith, second Meador to approve. All voted “aye”. Motion carried.

J. Luther College Clinical Field Experience Contractual Agreement for 2016-2017 – Motion Smith, second Hansen to approve. All voted “aye”. Motion carried.

K. Cooperative Agreement by and between University of Northern Iowa and Educational Agencies for the 2016-2017 Academic Year – Motion Smith, second Hansen to approve. All voted “aye”. Motion carried.

L. Fastenal Managed Inventory (FMI) Agreement – Motion Smith, second Meador to approve. All voted “aye”. Motion carried.

M. 2016-2017 Budgeting/Staffing – Mrs. Engel shared the updated 2016-2017 budgeting/staffing spreadsheet that was discussed at the board work session.

7. ADJOURNMENT – Motion Smith, second Meador to adjourn at 7:24 p.m. All voted “aye”. Motion carried.
Independence Community School Board Minutes  
Public Hearing  
April 7, 2016

A public hearing of the Independence Community School Board was called to order at 5:30 p.m. by Vice-Chairperson Shelly Whited at the Administration Office, Independence, Iowa.

Members present: Shelly Whited, Heather Meador and Eric Smith

Members Absent: Brian Eddy and Kim Hansen

Superintendent: Jean Peterson

Board Secretary Lynnette Engel

A public hearing was held for the 2016-2017 proposed certified budget. There were no patrons in attendance to speak.

Eddy and Hansen arrived at 5:35 p.m.

Motion Smith, second Meador to adjourn the hearing at 5:39 p.m. All voted “aye”. Motion carried.

Shelly Whited Lynnette Engel
Vice-Chairperson Board Secretary/Treasurer
Independence Community School Board Minutes
Special Meeting
April 7, 2016

A special meeting of the Independence Community School Board was called to order at 5:40 p.m. by Chairperson Brian C. Eddy at the School Administration Office, Independence, Iowa

Members Present: Chairperson Brian C. Eddy, Shelly Whited, Eric Smith and Kim Hansen and Heather Meador

Superintendent: Jean Peterson

Board Secretary: Lynnette Engel

1. CONSIDERATION OF ACTION ON CONSENT ITEMS – Motion Smith, second Meador to approve Consent Items. All voted “aye”. Motion carried.

   A. Approval of Agenda

   B. New Hires

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<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>SALARY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Kozlowski</td>
<td>West Elementary 3rd Grade Teacher</td>
<td>BA Step 0</td>
<td>08/17/2016</td>
</tr>
</tbody>
</table>

2. NEW BUSINESS

3. ADJOURNMENT – Motion Hansen, second Whited to approve adjourning at 5:41 p.m. All voted “aye”. Motion carried.
ADMINISTRATIVE POSITIONS

The school district shall have, in addition to the superintendent, other administrative positions:

- Superintendent
- Junior-Senior High School Principal
- Junior-Senior High School Assistant Principal
- Upper Elementary Principal
- Lower Elementary Principal
- K-12 Director of Activities
- Director of School Improvement
- Director of Finance
- Director of Buildings and Grounds
- Director of Transportation
- Director of Technology
- Director of Food Service

These administrators shall work closely with the superintendent in the day-to-day operations of the school district.

It shall be the responsibility of these administrators to uphold board policy, to instill a positive, cooperative environment with employees, and to share their expertise with each other and the board under the management team concept.


Cross Reference: 301 Administrative Structure 303 Administrative Employees

06/20/2011
09/16/2014
ADMINISTRATOR QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board will employ building principals and other administrators, in addition to the superintendent, to assist in the daily operations of the school district.

The board will consider applicants who meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the position. In employing an administrator, the board will consider the qualifications, credentials and records of the applicants without regard to race, color, creed, religion, sex, national origin, age, sexual orientation, gender identity or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing an administrator, the board will also consider the school district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It is the responsibility of the superintendent to make a recommendation to the board for filling an administrative position, based on the requirements stated in this policy. The board will act only on the superintendent's recommendation.

The board may contract for assistance in the search for administrators.

281 I.A.C. 12.4.

Cross Reference: 303 Administrative Employees

Approved 06/19/2007 Reviewed 05/23/2011 Revised 06/19/2007
ADMINISTRATOR CONTRACT AND CONTRACT NONRENEWAL

The length of the contract for employment between an administrator and the board shall be determined by the board and stated in the contract. The contract shall also state the terms of the employment.

The first two years of a contract issued to a newly employed administrator shall be considered a probationary period. The board may waive this period. The probationary period may be extended for an additional year upon the consent of the administrator. In the event of termination of a probationary or nonprobationary contract, the board shall afford the administrator appropriate due process, including notice by May 15. The administrator and board may mutually agree to terminate the administrator's contract.

If an administrator's contract is not being renewed by the board, the contract will be extended automatically for additional one-year periods beyond the end of its term until it is modified or terminated as mutually agreed to by the parties or until the administrator's contract is terminated consistent with statutory termination procedures.

It shall be the responsibility of the superintendent to create a contract for each administrative position.

Administrators who wish to resign, to be released from a contract, or to retire, must comply with board policies regarding the areas of resignation, release or retirement.

Legal Reference:  
Cook v Plainfield Community School District, 301 N.W.2d 771 (Iowa App. 1980).  
281 I.A.C. 12.4(4), .4(7).

Cross Reference:  
303 Administrative Employees

Approved 11/1/2004 Reviewed 01/15/2007 Revised _______
05/23/2011
ADMINISTRATOR SALARY AND OTHER COMPENSATION

The board has complete discretion to set the salary of the administrators. It shall be the responsibility of the board to set the salary and benefits of the administrators at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the administrators. The salary shall be set at the beginning of each contract period.

In addition to the salary and benefits agreed upon, the administrator's actual and necessary expenses shall be paid by the school district when the administrator is performing work-related duties. The board shall approve the payment of other benefits or compensation over and above the administrator's contract. Approval of other benefits or items of an administrator's compensation shall be included in the records of the board in accordance with board policy.


Cross Reference: 303 Administrative Employees

Approved 11/1/2004 Reviewed 01/15/2007 Revised
05/23/2011
ADM INISTRATOR DUTIES

Administrators shall be hired by the board to assist the superintendent in the day-to-day operations of the school district.

Each attendance center shall have a building principal responsible for the administration and operation of the attendance center. Each building principal, as chief administrator of the assigned attendance center, shall be responsible for the building and grounds, for the students and employees assigned to the attendance center, for school activities at the attendance center, for the education program offered in the attendance center, and the budget for the attendance center. The principal shall be considered the professional advisor to the superintendent in matters pertaining to the attendance center supervised by the principal. Although the principals serve under the direction of the superintendent, duties of the principal may include, but not be limited to the following:

- Cooperate in the general organization and plan of procedure in the school under the principal's supervision;
- Supervision of the teachers in the principal's attendance center;
- Maintain the necessary records for carrying out delegated duties;
- Work with the superintendent in rating, recommending and selecting supervised employees whenever possible;
- Work with the superintendent in determining the education program to be offered and in arranging the schedules. As much of the schedule as possible should be made before school closes for summer vacation. In the matter of courses offered, the final approval rests with the superintendent who is in turn responsible to the board;
- Ensure that proper care is taken of all school books, supplies, materials, equipment, furniture and facilities;
- Instruct teachers to make a complete annual inventory of all school property contained in their individual rooms. This inventory shall be reviewed and filed with the board secretary;
- Investigate excessive cases of absence or tardiness of students and notify the parents or guardians of unexcused absence or tardiness. All such cases should be reported to the superintendent;
- Make such reports from time to time as the superintendent may require;
- Maintain the regular schedule of school hours established by the board and make no temporary changes in the schedule without the consent of the superintendent;
- Promptly notify the superintendent whenever ventilation, sanitation or heating of the building is unsatisfactory;
- Contribute to the formation and implementation of general policies and procedures of the school;
- Perform such other duties as may be assigned by the superintendent of schools.

This list of duties shall not act to limit the board's authority and responsibility over the position of the administrators. In executing these duties and others the board may delegate, the administrators shall consider the school district's financial condition as well as the needs of the students in the school district.

281 I.A.C. 12.4(5), .4(6), .4(7).

Cross Reference: 301 Administrative Structure
303 Administrative Employees

Approved 11/1/2004 Reviewed 02/19/2007 Revised 05/23/2011
ADMINISTRATOR EVALUATION

The superintendent shall conduct an ongoing process of evaluating the administrators on their skills, abilities, and competence. At a minimum, the superintendent will formally evaluate the administration annually. The goal of the formal evaluation process is to ensure that the educational program for the students is carried out, promote growth in effective administrative leadership for the school district, clarify the administrator's role as defined by the board and the superintendent, ascertain areas in need of improvement, clarify the immediate priorities of the responsibilities listed in the job description, and develop a working relationship between the superintendent and the administrator.

The superintendent is responsible for designing an administrator evaluation instrument. The formal evaluation shall include written criteria related to the job description. The superintendent, after receiving input from the administrators, shall present the formal evaluation instrument to the board for approval.

The formal evaluation shall also include an opportunity for the administrator and the superintendent to discuss the written criteria, the past year's performance and the future areas of growth. The evaluation shall be completed by the superintendent, signed by the administrator and filed in the administrator's personnel file.

It shall be the responsibility of the superintendent to conduct a formal evaluation of the probationary administrators and non-probationary administrators prior to May 15.

This policy supports and does not preclude the ongoing informal evaluation of the administrator's skills, abilities and competence.


Cross Reference: 303 Administrative Employees

Approved 11/1/2004  Reviewed 02/19/2007  Revised 05/23/2011
ADMINISTRATOR PROFESSIONAL DEVELOPMENT

The board encourages the administrators to continue their professional growth by becoming involved in professional organizations, attending conferences, continuing their education, and participating in other professional activities.

It shall be the responsibility of the administrators to arrange their schedules in order to attend various conferences and events in which they are involved. Prior to attendance at an event, the administrator must receive approval from the superintendent. In the case where overnight travel or unusual expense is involved, the superintendent shall bring it to the attention of the board prior to the administrator attending the event.

The administrator shall report to the superintendent after an event.

281 I.A.C. 12.7.

Cross Reference: 302.6 Superintendent Professional Development
401.7 Employee Travel Compensation

Approved 11/1/2004  Reviewed 02/19/2007  Revised 05/23/2011
ADMINISTRATOR CIVIC ACTIVITIES

The board encourages the administrators to be involved in the school district community by belonging to community organizations, and by attending and participating in school district community activities.

It shall be the responsibility of the administrators to become involved in school district community activities and events. The board may include a lump sum amount as part of the administrator's compensation to be used specifically for paying the annual fees of the administrator for school district community activities and events if, in the board's judgment, the administrator's participation will further the public purpose of promoting and deriving support for the school district and public education in general. It shall be within the discretion of the board to pay annual fees for professional organizations and activities.


Cross Reference: 302.7 Superintendent Civic Activities

Approved 11/1/2004 Reviewed 03/28/2007 Revised 06/20/2011

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
REDUCTION IN ADMINISTRATIVE POSITIONS

The board shall have the discretion to determine the appropriate number of administrators.

When considering a reduction in administrative positions, the board shall consider the number of students to be enrolled, the financial condition of the school district, the reassignment of duties among other administrators, and other factors deemed relevant by the board.

The board shall consider the relative skills, ability, competence, experience, effectiveness, and qualifications of the administrators to do the available work, as well as other factors deemed relevant by the board in making reductions in administrative positions.

Iowa Code §§ 279.8, .21, .23, .24 (2003).

Cross Reference: 303 Superintendent
304 Administrative Employees

Approved 11/1/2004 Reviewed 03/28/2007 Revised 06/20/2011

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
EQUAL EDUCATIONAL OPPORTUNITY

The board will not discriminate in its educational activities on the basis of race, color, creed, national origin, religion, gender, socioeconomic status, disability, sexual orientation, gender identity or marital status.

It is the policy of the Independence Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) 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:

(Equity Coordinator): Erin Burmeister, Director of School Improvement

(Contact Address): 1207 1st Street West, Independence, IA 50644

(Contact Telephone Number and Email Address): (319) 334-7400 or eburmeister@independence.k12.ia.us

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

The board is committed to the policy that no otherwise qualified person will be excluded from educational activities on the basis of race, color, creed, religion, gender, socioeconomic status, marital status, national origin, sexual orientation, gender identity or disability. Further, the board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm and harassment.

Iowa Code §§ 216.9; 256.11, .11A; 280.3 (2007).
281 I.A.C. 12.

Cross Reference: 101 Educational Philosophy of the School District
401.1 Equal Employment Opportunity
500 Objectives for Equal Educational Opportunities for Students
506.1 Student Records

04/26/2010
09/17/2012
03/17/2014
09/15/2014

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
ANNUAL NOTICE OF NONDISCRIMINATION

The Independence Community School District offers career and technical programs in the following areas of study:

- Agriculture
- Business
- Family and Consumer Science
- Industrial Technology
- Marketing

It is the policy of the Independence Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) 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:

(Equity Coordinator): Erin Burmeister, Director of School Improvement

(Contact Address): 1207 1st Street West, Independence, IA 50644

(Contact Telephone Number and Email Address): (319) 334-7400 or eburmeister@independence.k12.ia.us
CONTINUOUS NOTICE OF NONDISCRIMINATION

It is the policy of the Independence School District not to illegally discriminate on the basis of race, color, national origin, gender sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) 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:

(Name, Title) Danielle Meyer, Director of School Improvement

(wherelocated) 1207 1st Street West, Independence, IA 50644

(telephone-number/e-mail-address) (319) 334-7400 or dmeyer@independence.k12.ia.us

(Equity Coordinator): Erin Burmeister, Director of School Improvement

(Contact Address): 1207 1st Street West, Independence, IA 50644

(Contact Telephone Number and Email Address): (319) 334-7400 or eburmeister@independence.k12.ia.us
SECTION 504 STUDENT AND PARENTAL RIGHTS

The Independence Community School District does not discriminate in its educational programs and activities on the basis of a student's disability. It has been determined that your child has a qualifying disability for which accommodations may need to be made to meet his or her individual needs as adequately as the needs of other students. As a parent, you have the right to the following:

- participation of your child in school district programs and activities, including extracurricular programs and activities, to the maximum extent appropriate, free of discrimination based upon the student's disability and at the same level as students without disabilities;
- receipt of free educational services to the extent they are provided students without disabilities;
- receipt of information about your child and your child's educational programs and activities in your native language;
- notice of identification of your child as having a qualifying disability for which accommodations may need to be made and notice prior to evaluation and placement of your child and right to periodically request a re-evaluation of your child;
- inspect and review your child's educational records including a right to copy those records for a reasonable fee; you also have a right to ask the school district to amend your child's educational records if you feel the information in the records is misleading or inaccurate; should the school district refuse to amend the records, you have a right to a hearing and to place an explanatory letter in your child's file explaining why you feel the records are misleading or inaccurate; and
- hearing before an impartial hearing officer if you disagree with your child's evaluation or placement; you have a right to counsel at the hearing and have the decision of the impartial hearing officer reviewed.

Inquiries concerning the school district's compliance with the regulations implementing Title VI, Title IX, the Americans with Disabilities Act (ADA), § 504 or Iowa Code § 280.3 should be directed to:

(Title)  Director of School Improvement

(Where located)  1207 1st St. W., Independence, IA 50644

(Telephone No.)  (319) 334-7400

who has been designated by the school district to coordinate the school district's efforts to comply with the regulations implementing Title VI, Title IX, the ADA, § 504 and Iowa Code 280.3. (2003).

It is the policy of the Independence Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) 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:

(Equity Coordinator):  Erin Burmeister, Director of School Improvement

(Contact Address):  1207 1st Street West, Independence, IA 50644

(Contact Telephone Number and Email Address):  (319) 334-7400 or eburmeister@independence.k12.ia.us

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
GRIEVANCE FORM FOR COMPLAINTS OF DISCRIMINATION OR NON-COMPLIANCE WITH FEDERAL OR STATE REGULATIONS REQUIRING NON-DISCRIMINATION

I, ________________________________, am filing this grievance because

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

(Attach additional sheets if necessary)

Describe incident or occurrence as accurately as possible:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

(Attach additional sheets if necessary)

Signature

Address

Phone-Number

If student, name ___________________________ Grade-Level ___________________________

Attendance-center ___________________________
GRIEVANCE DOCUMENTATION

Name of Individual Alleging Discrimination or Non-Compliance

Name ____________________________________________________________

Grievance Date ____________________________________________________

State the nature of the complaint and the remedy requested:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Indicate Principal's or Supervisor's response or action to above complaint:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Signature of Principal or Supervisor ___________________________________
COMPLAINT FORM
(Discrimination, Anti-Bullying, and Anti-Harassment)

Date of complaint: ___________________________________________________________________

Name of Complainant: __________________________________________________________________

Are you filling out this form for yourself or someone else (please identify the individual if you are submitting on behalf of someone else):

Who or what entity do you believe discriminated against, harassed, or bullied you (or someone else)?

Date and place of alleged incident(s):
________________________________________________________________________
________________________________________________________________________

Names of any witnesses (if any):
________________________________________________________________________

Nature of discrimination, harassment, or bullying alleged (check all that apply):

<table>
<thead>
<tr>
<th>Age</th>
<th>Physical Attribute</th>
<th>Sex</th>
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</thead>
<tbody>
<tr>
<td>Disability</td>
<td>Physical/Mental Ability</td>
<td>Sexual Orientation</td>
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<tr>
<td>Familial Status</td>
<td>Political Belief</td>
<td>Socio-economic Background</td>
</tr>
<tr>
<td>Gender Identity</td>
<td>Political Party Preference</td>
<td>Other – Please Specify:</td>
</tr>
<tr>
<td>Marital Status</td>
<td>Race/Color</td>
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<tr>
<td>National Origin/Ethnic Background</td>
<td>Religion/Creed</td>
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In the space below, please describe what happened and why you believe that you or someone else has been discriminated against, harassed, or bullied. Please be as specific as possible and attach additional pages if necessary.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: ___________________________ Date: ___________________________
WITNESS DISCLOSURE FORM

Name of Witness: _____________________________________________________________________

Date of interview: ___________________________________________________________________

Date of initial complaint: ___________________________________________________________________

Name of Complainant (include whether the Complainant is a student or employee): ___________________________________________________________________

Date and place of alleged incident(s): ___________________________________________________________________

Nature of discrimination, harassment, or bullying alleged (check all that apply):

<table>
<thead>
<tr>
<th>Age</th>
<th>Physical Attribute</th>
<th>Sex</th>
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<tbody>
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<td>Political Party Preference</td>
<td>Other – Please Specify:</td>
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<tr>
<td>Marital Status</td>
<td>Race/Color</td>
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</tr>
<tr>
<td>National Origin/Ethnic Background/Ancestry</td>
<td>Religion/Creed</td>
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</tr>
</tbody>
</table>

Description of incident witnessed: _____________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

Additional information: ____________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: ___________________________ Date: ___________________________
DISPOSITION OF COMPLAINT FORM

Date: 

Date of initial complaint: 

Name of Complainant (include whether the Complainant is a student or employee): 

Date and place of alleged incident(s): 

Name of Respondent (include whether the Respondent is a student or employee): 

Nature of discrimination, harassment, or bullying alleged (check all that apply):

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<tr>
<th>Age</th>
<th>Physical Attribute</th>
<th>Sex</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>National Origin/Ethnic Background/Ancestry</td>
<td>Religion/Creed</td>
<td></td>
</tr>
</tbody>
</table>

Summary of Investigation: 

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: ____________________________ Date: ____________________________
GRIEVANCE PROCEDURE

Students, parents of students, employees, and applicants for employment in the school district will have the right to file a formal complaint alleging discrimination under federal or state regulations requiring non-discrimination in programs and employment.

Level One—Principal, Immediate Supervisor or Personnel Contact Person
(Informal and Optional—may be bypassed by the grievant)

Employees with a complaint of discrimination based upon their gender, race, color, creed, national origin, religion, age, socioeconomic status, sexual orientation, gender identity or disability are encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter informally. An applicant for employment with a complaint of discrimination based upon their gender, race, national origin, religion, age, sexual orientation, gender identity or disability are encouraged to first discuss it with the personnel contact person. This paragraph is for employees and “marital status” isn’t a protected class for employees.

A student, or a parent of a student, with a complaint of discrimination based upon their gender, race, color, creed, national origin, religion, age, socioeconomic status marital status, sexual orientation, gender identity or disability are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved.

Level Two—Compliance Officer

If the grievance is not resolved at Level One and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Compliance Officer. The complaint will state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at Level Two must be within 15 working days from the date of the event giving rise to the grievance, or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the complaint be held with the Compliance Officer. A minor student may be accompanied at that meeting by a parent or guardian. The Compliance Officer will investigate the complaint and attempt to resolve it. A written report from the Compliance Officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the complaint.

Level Three—Superintendent/Administrator

If the complaint is not resolved at Level Two, the grievant may appeal it to Level Three by presenting a written appeal to the superintendent within five working days after the grievant receives the report from the Compliance Officer. The superintendent may request a meeting with the grievant to discuss the appeal. A decision will be rendered by the superintendent within a reasonable time after the receipt of the written appeal. If, in cases of disability grievances at the elementary and secondary level, the issue is not resolved through the grievance process, the parents have a right to an impartial hearing to resolve the issue.
This procedure in no way denies the right of the grievant to file formal complaints with the Iowa Civil Rights Commission, the U.S. Department of Education Office for Civil Rights or Office of Special Education Programs, the Equal Employment Opportunity Commission, or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging discrimination.

Level Four—Appeal to Board

If the grievant is not satisfied with the superintendent's decision, the grievant can file an appeal with the board within five working days of the decision. It is within the discretion of the board to determine whether it will hear the appeal.

The Compliance Officer is:

Name       Danielle Meyer
Office Address  1207 1st Street West, Independence, IA 50644
Phone Number   (319) 334-7400
Office Hours   8:00 a.m.—4:00 p.m.
GRIEVANCE PROCEDURE

It is the policy of the Independence Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) 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:

(Equity Coordinator): Erin Burmeister, Director of School Improvement

(Contact Address): 1207 1st Street West, Independence, IA 50644

(Contact Telephone Number and Email Address): (319) 334-7400 or eburmeister@independence.k12.ia.us

Students, parents of students, employees, and applicants for employment in the school district have the right to file a formal complaint alleging discrimination. The district has policies and procedures in place to identify and investigate complaints alleging discrimination. If appropriate, the district will take steps to prevent the recurrence of discrimination and to correct its discriminatory effects on the Complainant and others.

A Complainant may attempt to resolve the problem informally by discussing the matter with a building principal or a direct supervisor. However, the Complainant has the right to end the informal process at any time and pursue the formal grievance procedures outlined below. Use of the informal or formal grievance procedure is not a prerequisite to the pursuit of other remedies. Please note that informal processes and procedures are not to be used in certain circumstances (e.g., sexual harassment and sexual assault).

Filing a Complaint
A Complainant who wishes to avail himself/herself of this grievance procedure may do so by filing a complaint with the equity coordinator(s). An alternate will be designated in the event it is claimed that the equity coordinator or superintendent committed the alleged discrimination or some other conflict of interest exists. Complaints shall be filed within 15 working days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The equity coordinator(s) shall assist the Complainant as needed.

Investigation
Within 15 working days, the equity coordinator will begin the investigation of the complaint or appoint a qualified person to undertake the investigation (hereinafter “equity coordinator”). If the Complainant is under 18 years of age, the equity coordinator shall notify his or her parent(s)/guardian(s) that they may attend investigatory meetings in which the Complainant is involved. The complaint and identity of the Complainant, Respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. The investigation may include, but is not limited to the following:

- A request for the Complainant to provide a written statement regarding the nature of the complaint;
- A request for the individual named in the complaint to provide a written statement;
- A request for witnesses identified during the course of the investigation to provide a written statement;
- Interviews of the Complainant, Respondent, or witnesses;
- An opportunity to present witnesses or other relevant information; and
- Review and collection of documentation or information deemed relevant to the investigation.
GRIEVANCE PROCEDURE

Within 15 working days, the equity coordinator shall complete the investigation and issue a report with respect to the findings.

The equity coordinator shall notify the Complainant and Respondent of the decision within 5 working days of completing the written report. Notification shall be by U.S. mail, first class.

Decision and Appeal
The complaint is closed after the equity coordinator has issued the report, unless within 15 working days after receiving the decision, either party appeals the decision to the superintendent by making a written request detailing why he/she believes the decision should be reconsidered. The equity coordinator shall promptly forward all materials relative to the complaint and appeal to the superintendent. Within 10 working days, the superintendent shall affirm, reverse, amend the decision, or direct the equity coordinator to gather additional information. The superintendent shall notify the Complainant, Respondent, and the equity coordinator of the decision within 5 working days of the decision. Notification shall be by U.S. mail, first class.

The decision of the superintendent shall be final.

The decision of the superintendent in no way prejudices a party from seeking redress through state or federal agencies as provided by law.

This policy and procedures are to be used for complaints of discrimination, in lieu of any other general complaint policies or procedures that may be available.

If any of the stated timeframes cannot be met by the district, the district will notify the parties and pursue completion as promptly as possible.

Retaliation against any person, because the person has filed a complaint or assisted or participated in an investigation, is prohibited. Persons found to have engaged in retaliation shall be subject to discipline by appropriate measures.
ANTI-BULLYING/HARASSMENT POLICY

Harassment and bullying of students and employees are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students by students, school employees, and volunteers who have direct contact with students will not be tolerated in the school or school district.

The board prohibits harassment, bullying, hazint, or any other victimization, of students, staff and volunteers, based on any of the following actual or perceived traits or characteristics, including but not limited to, age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status and which creates an objectively hostile school environment.

This policy is in effect while students, employees, or volunteers are on property within the jurisdiction of the board; while on school-owned or school-operated vehicles; while attending or engaged in school-sponsored activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school or school district.

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

“Volunteer” means an individual who has regular, significant contact with students.

Harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student which is based on any actual or perceived trait or characteristic of the student and which creates an objectively hostile school environment that meets one or more of the following conditions:

- Places the student in reasonable fear of harm to the student’s person or property;
- Has a substantially detrimental effect on the student’s physical or mental health;
- Has the effect of substantially interfering with the student’s academic performance; or
- Has the effect of substantially interfering with the student’s ability to participate in or benefit from the services, activities, or privileges provided by a school.

“Electronic” means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging or similar technologies.

Approved 06/18/2007

Reviewed

Revised 06/18/2007

06/18/2012

02/17/2014

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
ANTI BULLYING/HARASSMENT POLICY

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a student's performance or creation of an intimidating, offensive, or hostile learning environment.

Sexual harassment means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits;
- Submission to or rejection of the conduct by a school employee is used as the basis for academic decisions affecting that student; or
- The conduct has the purpose or effect of substantially interfering with the student's academic performance by creating an intimidating, hostile, or offensive education environment.

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and/or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

Any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report. Individuals who knowingly file a false complaint may be subject to appropriate disciplinary action.

Retaliation against any person, because the person has filed a bullying or harassment complaint or assisted or participated in a harassment investigation or proceeding, is also prohibited. Individuals who knowingly file false harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.
ANTI-BULLYING/HARASSMENT POLICY

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The Principal or designee will be responsible for handling all complaints by students alleging bullying or harassment. The Principal or designee will be responsible for handling all complaints by employees alleging bullying or harassment.

It also is the responsibility of the superintendent, in conjunction with the principals, to develop procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, school officials, faculty, staff, and volunteers who have direct contact with students. The training will include how to recognize harassment and what to do in case a student is harassed. It will also include proven effective harassment prevention strategies. The superintendent will also develop a process for evaluating the effectiveness of the policy in reducing bullying and harassment in the board. The superintendent shall report to the board on the progress of reducing bullying and harassment in the board.

The board will annually publish this policy. The policy may be publicized by the following means:
- Inclusion in the student handbook;
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or school district’s web site,
and a copy shall be made to any person at the Central Administrative Office located at 1207 1st Street West, Independence, IA.

Iowa Code §§ 216.9; 280.3 (2007).
281 I.A.C. 12.3(6).

Cross References: 502 Student Rights and Responsibilities
503 Student Discipline
506 Student Records
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<tr>
<th>Name of complainant:</th>
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<tr>
<th>Position of complainant:</th>
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<table>
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<tr>
<th>Date of complaint:</th>
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<tr>
<th>Name of alleged harasser or bully:</th>
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<table>
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<tr>
<th>Date and place of incident or incidents:</th>
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<table>
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<tr>
<th>Description of misconduct:</th>
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<th>Name of witnesses (if any):</th>
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<tr>
<th>Evidence of harassment or bullying, i.e., letters, photos, etc. (attach evidence if possible):</th>
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<th>Any other information:</th>
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</table>

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: ____________________________

Date: __/__/
ANTI-BULLYING/HARASSMENT WITNESS DISCLOSURE FORM

Name of witness: ________________________________________________________________

Position of witness: ____________________________________________________________

Date of testimony, interview: ____________________________________________________

Description of incident witnessed: ________________________________________________

Any other information: __________________________________________________________

__________________________________________________________

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____________________________________________________________________

Date: __________/________/________
ANTI-BULLYING/HARASSMENT INVESTIGATION PROCEDURES

Individuals who feel that they have been harassed should:

- Communicate to the harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual wants assistance communicating with the harasser, the individual should ask a teacher, counselor or principal to help.

- If the harassment does not stop, or the individual does not feel comfortable confronting the harasser, the individual should:

  - tell a teacher, counselor or principal; and
  - write down exactly what happened, keep a copy and give another copy to the teacher, counselor or principal including:
    - what, when and where it happened;
    - who was involved;
    - exactly what was said or what the harasser did;
    - witnesses to the harassment;
    - what the student said or did, either at the time or later;
    - how the student felt; and
    - how the harasser responded.

COMPLAINT PROCEDURE

An individual who believes that he/she has been harassed or bullied should notify the Principal, the designated investigator. The alternate investigator is appointed by the Superintendent. The alternate will be used when there is a conflict for the Principal to be the investigator. The investigator (either the Principal or the alternate investigator) may request that the individual complete the Harassment/Bullying Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. The complainant shall be given a copy of the completed complaint form. Information received during the investigation is kept confidential to the extent possible.

The investigator, with the approval of the principal, or the principal has the authority to initiate an investigation in the absence of a written complaint.

INVESTIGATION PROCEDURE

The Principal or alternate investigator will reasonably and promptly commence the investigation upon receipt of the complaint. The Principal or alternate investigator will interview the complainant and the alleged harasser. The alleged harasser may file a written statement in response to the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the Principal or if an alternate is used, he or she will make written findings and conclusions as to each allegation of harassment and report the findings and conclusions to the principal. The investigator will provide a copy of the findings of the investigation to the principal. If the Principal is the investigator, he or she will write up a report of the findings and conclusions and keep a record of these on file.
ANTI-BULLYING/HARASSMENT INVESTIGATION PROCEDURES

RESOLUTION OF THE COMPLAINT

Following receipt of the alternate investigator's report (if an alternate is used as the investigator), the principal may investigate further, if deemed necessary, and make a determination of any appropriate additional steps which may include discipline.

Prior to the determination of the appropriate remedial action, the principal may, at the principal's discretion, interview the complainant and the alleged harasser. The principal will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the alleged harasser and the investigator will receive notice as to the conclusion of the investigation. The principal will maintain a log of information necessary to comply with Iowa Department of Education reporting procedures.

POINTS TO REMEMBER IN THE INVESTIGATION

- Evidence uncovered in the investigation is confidential.
- Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process.
- Retaliators will be disciplined up to and including suspension and expulsion.

CONFLICTS

If the investigator is a witness to the incident, the alternate investigator shall investigate.
The Independence Community School District is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassment of or by students, staff, and volunteers is against federal, state, and local policy and is not tolerated by the board. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of students to learn and succeed. Therefore, it is the policy of the state and the school district that school employees, volunteers, and students shall not engage in bullying or harassing behavior in school, on school property, or at any school function or school-sponsored activity.

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

- **"Electronic"** means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, and electronic text messaging.
- **“Harassment”** and **“bullying”** shall mean any electronic, written, verbal, or physical act or conduct toward a student, staff or volunteer based on the individual’s actual or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status, and which creates an objectively hostile school environment that meets one or more of the following conditions:
  1. Places the student, staff or volunteer in reasonable fear of harm to the student’s person or property.
  2. Has a substantial detrimental effect on the student’s, staff or volunteer’s physical or mental health.
  3. Has the effect of substantially interfering with a student’s academic performance.
  4. Has the effect of substantially interfering with a staff member or volunteer’s work performance.
  5. Has the effect of substantially interfering with the student’s ability to participate in or benefit from the services, activities, or privileges provided by a school.
- **“Trait or characteristic of the student, staff or volunteer”** includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.
- **“Volunteer”** means an individual who has regular, significant contact with students.

Filing a Complaint
A Complainant who wishes to avail himself/herself of this procedure may do so by filing a complaint with the building principal or principal’s designee. An alternate will be designated in the event it is claimed that the building principal or principal’s designee committed the alleged discrimination or some other conflict of interest exists. Complaints shall be filed within 15 working days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

School employees, volunteers, and students shall not engage in reprisal, retaliation, or false accusation against a victim, witness, or an individual who has reliable information about an act of bullying or harassment.
ANTI-BULLYING/ANTI-HARASSMENT POLICY

Investigation
The school district will promptly and reasonably investigate allegations of bullying or harassment. The building principal or principal’s designee (hereinafter “Investigator”) will be responsible for handling all complaints alleging bullying or harassment in their respective building. The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment. The building principal shall also be responsible for working with the superintendent in developing procedures regarding this policy.

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

A school employee, volunteer, or student, or a student’s parent or guardian who promptly, reasonably, and in good faith reports an incident of bullying or harassment, in compliance with the procedures in the policy adopted pursuant to this section, to the appropriate school official designated by the school district, shall be immune from civil or criminal liability relating to such report and to participation in any administrative or judicial proceeding resulting from or relating to the report.

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

Publication of Policy
The board will annually publish this policy. The policy may be publicized by the following means:
- Inclusion in the student handbook,
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or school district’s web site,
- and a copy shall be made to any person making a request at the Central Administrative Office located at 1207 1st Street West, Independence, IA.
ANTI-BULLYING/ANTI-HARASSMENT POLICY

Legal References: 20 U.S.C. §§ 1221-1234i.
42 U.S.C. §§ 12101 et seq.
Iowa Code §§ 216.9; 280.28; 280.3.
281 I.A.C. 12.3(6).
*Morse v. Frederick*, 551 U.S. 393 (2007)

Cross References: 103 Equal Educational Opportunity
502 Student Rights and Responsibilities
503 Student Discipline
506 Student Records

Approved Reviewed Revised

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
COMPLAINT FORM
(Discrimination, Anti-Bullying, and Anti-Harassment)

Date of complaint: __________________________

Name of Complainant: __________________________

Are you filling out this form for yourself or someone else (please identify the individual if you are submitting on behalf of someone else):

Who or what entity do you believe discriminated against, harassed, or bullied you (or someone else)? __________________________

Date and place of alleged incident(s):

Names of any witnesses (if any):

Nature of discrimination, harassment, or bullying alleged (check all that apply):

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<thead>
<tr>
<th>Age</th>
<th>Physical Attribute</th>
<th>Sex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disability</td>
<td>Physical/Mental Ability</td>
<td>Sexual Orientation</td>
</tr>
<tr>
<td>Familial Status</td>
<td>Political Belief</td>
<td>Socio-economic Background</td>
</tr>
<tr>
<td>Gender Identity</td>
<td>Political Party Preference</td>
<td>Other – Please Specify:</td>
</tr>
<tr>
<td>Marital Status</td>
<td>Race/Color</td>
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<tr>
<td>National Origin/Ethnic Background/Ancestry</td>
<td>Religion/Creed</td>
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</tbody>
</table>

In the space below, please describe what happened and why you believe that you or someone else has been discriminated against, harassed, or bullied. Please be as specific as possible and attach additional pages if necessary.

________________________________________

________________________________________

________________________________________

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: __________________________ Date: __________________________
WITNESS DISCLOSURE FORM

Name of Witness: ________________________________________________

Date of interview: ____________________________

Date of initial complaint: ____________________________

Name of Complainant (include whether the Complainant is a student or employee): ______________________________________________________________________

Date and place of alleged incident(s): ________________________________________________

Nature of discrimination, harassment, or bullying alleged (check all that apply):

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<td>National Origin/Ethnic Background/Ancestry</td>
<td>Religion/Creed</td>
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</tr>
</tbody>
</table>

Description of incident witnessed: ________________________________________________

Additional information: ____________________________________________________________

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: ____________________________ Date: ____________________________
DISPOSITION OF COMPLAINT FORM

Date:

Date of initial complaint:

Name of Complainant (include whether the Complainant is a student or employee):

Date and place of alleged incident(s):

Name of Respondent (include whether the Respondent is a student or employee):

Nature of discrimination, harassment, or bullying alleged (check all that apply):

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<td>Religion/Creed</td>
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</table>

Summary of Investigation:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: ___________________________ Date: ___________________________
ANTI-BULLYING/ANTI-HARASSMENT INVESTIGATION PROCEDURES

The Independence Community School District is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassment of or by students, staff, and volunteers is against federal, state, and local policy and is not tolerated by the board. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of students to learn and succeed. Therefore, it is the policy of the state and the school district that school employees, volunteers, and students shall not engage in bullying or harassing behavior in school, on school property, or at any school function or school-sponsored activity.

Definitions

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

- **"Electronic"** means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, and electronic text messaging.

- **“Harassment” and “bullying”** shall mean any electronic, written, verbal, or physical act or conduct toward a student based on the individual’s actual or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status, and which creates an objectively hostile school environment that meets one or more of the following conditions:
  1. Places the student in reasonable fear of harm to the student’s person or property.
  2. Has a substantial detrimental effect on the student’s physical or mental health.
  3. Has the effect of substantially interfering with a student’s academic performance.
  4. Has the effect of substantially interfering with the student’s ability to participate in or benefit from the services, activities, or privileges provided by a school.

- **“Trait or characteristic of the student”** includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.

- **“Volunteer”** means an individual who has regular, significant contact with students.

Filing a Complaint

A Complainant who wishes to avail himself/herself of this procedure may do so by filing a complaint with the building principal or principal’s designee. An alternate will be designated in the event it is claimed that the building principal or principal’s designee committed the alleged discrimination or some other conflict of interest exists. Complaints shall be filed within 15 working days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

School employees, volunteers, and students shall not engage in reprisal, retaliation, or false accusation against a victim, witness, or an individual who has reliable information about an act of bullying or harassment.
ANTI-BULLYING/ANTI-HARASSMENT INVESTIGATION PROCEDURES

Investigation
The school district will promptly and reasonably investigate allegations of bullying or harassment. The building principal or principal's designee (hereinafter “Investigator”) will be responsible for handling all complaints alleging bullying or harassment in their respective building.

If the Complainant is under 18 years of age, the Investigator shall notify his or her parent(s)/guardian(s) that they may attend investigatory meetings in which the Complainant is involved. The complaint and identity of the Complainant, Respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. The investigation may include, but is not limited to the following:

- A request for the Complainant to provide a written statement regarding the nature of the complaint;
- A request for the individual named in the complaint (hereinafter “Respondent”) to provide a written statement;
- A request for witnesses identified during the course of the investigation to provide a written statement; and
- Review and collection of documentation or information deemed relevant to the investigation.

The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment. Upon completion of the investigation, the Investigator shall issue a report with respect to the findings.

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

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

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

Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.
BOARD OF DIRECTORS' CONFLICT OF INTEREST

Board members must be able to make decisions objectively. It is a conflict of interest for a board member to receive direct compensation from the school district, unless exempted in this law or policy, for anything other than reimbursement of actual and necessary expenses, including travel, incurred in the performance of official duties. A board member will not act as an agent for a school textbooks or school supplies, including sports apparel or equipment, company doing business with the school district during the board member's term of office. It will not be a conflict of interest for board members to receive compensation from the school district for contracts to the purchase goods or services which benefits a board member, or to compensation for part-time or temporary employment which benefits a board member, if the benefit to the board member does not exceed $2,500 in a fiscal year or if the contracts are made by the board, upon competitive bid in writing, publicly invited and opened.

The conflict of interest provisions do not apply to a contract that is a bond, note or other obligation of a school corporation if the contract is not acquired directly from the school corporation, but is acquired in a transaction with a third party, who may or may not be the original underwriter, purchaser, or obligee of the contract, or to a contract in which a director has an interest solely by reason of employment if the contract was made by competitive bid, in writing, publicly invited and opened, or if the remuneration for employment will not be directly affected as a result of the contract and duties of employment do not involve any of the preparation or procurement of any part of the contract. The competitive bid section of the conflict of interest provision does not apply to a contract for professional services not customarily awarded by competitively bid.

It will also be a conflict of interest for a board member to engage in any outside employment or activity which is in conflict with the board member's official duties and responsibilities. In determining whether outside employment or activity of a board member creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist includes, but are not 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 badge, uniform, business card or other evidence of office to give the board member or member of the board member'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 a board member.

2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the board member or a member of the board member's immediate family from anyone other than the state or the school district for the performance of any act that the board member would be required or expected to perform as part of the board member's regular duties or during the hours in which the board member performs service or work for the school district.

3. The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the board member, during the performance of the board member's duties of office or employment.
BOARD OF DIRECTORS' CONFLICT OF INTEREST

If the outside employment or activity is employment or activity in (1) or (2) above, the board member must cease the employment or activity. If the activity or employment falls under (3), then the board member 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, *determining the facts or law in a contested case or rulemaking proceeding, conducting any inspection*, 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.

When procurement is supported by Federal Child Nutrition funds, employees will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the employee, employee's immediate family, partner, or a non-school district employer of these individuals is a party to the contract.

It is the responsibility of each board member to be aware of an actual or potential conflict of interest. It is also the responsibility of each board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a board member should not participate in any action relating to the issue from which the conflict arose.

*It is the responsibility of each board member to be aware of and take the action necessary to eliminate a potential conflict of interest should it arise.*

Legal Reference: Iowa Code §§ 55; 68B, 71.1; 277.27; 279.7A; 301.28 (2009).

Cross Reference: 201 Board of Directors' Elections
202.1 Qualifications
204 Code of Ethics
216.3 Board of Directors' Member Compensation and Expenses
217 Gifts to Board of Directors
401.3 Nepotism
DEVELOPMENT AND ENFORCEMENT OF ADMINISTRATIVE REGULATIONS

Administrative regulations may be necessary to implement board policy. It shall be the responsibility of the superintendent to develop administrative regulations.

In developing the administrative regulations, the superintendent may consult with administrators or others likely to be affected by the regulations. Once the regulations are developed, employees, students and other members of the school district community shall be informed in a manner determined by the superintendent.

The board shall be kept informed of the administrative regulations utilized and their revisions. The board shall review and recommend change of administrative regulations prior to their use in the school district.

It shall be the responsibility of the superintendent to enforce administrative regulations.


Cross Reference: 209 Board of Directors' Management Procedures
304.2 Monitoring of Administrative Regulations


INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
MONITORING OF ADMINISTRATIVE REGULATIONS

The administrative regulations shall be monitored and revised when necessary. It is the responsibility of the superintendent to monitor and revise the administrative regulations.

The superintendent may rely on the board, administrators, employees, students, and other members of the school district community to inform the superintendent about the effect of and possible changes in the administrative regulations.


Cross Reference: 209 Board of Directors' Management Procedures
304.1 Development and Enforcement of Administrative Regulations

Approved 11/1/2004 Reviewed 04/16/2007 06/20/2011

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
ADMINISTRATOR CODE OF ETHICS

Administrators, as part of the educational leadership in the school district community, represent the views of the school district. Their actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, administrators shall conduct themselves professionally and in a manner fitting to their position.

Each administrator shall follow the code of ethics stated in this policy. Failure to act in accordance with this code of ethics or in a professional manner, in the judgment of the board, shall be grounds for discipline up to, and including, discharge.

The professional school administrator:

- Upholds the honor and dignity of the profession in actions and relations with students, colleagues, board members and the public;
- Obeys local, state and national laws; holds to high ethical and moral standards; and gives loyalty to this country and to the cause of democracy and liberty;
- Accepts the responsibility to master and contribute to the growing body of specialized knowledge, concepts, and skills which characterize school administration as a profession;
- Strives to provide the finest possible educational experiences and opportunities to the members of the school district community;
- Seeks to preserve and enhance the prestige and status of the profession when applying for a position or entering into contractual agreements;
- Carries out in good faith the policies duly adopted by the local board and the regulations of state authorities and renders professional service;
- Disallows consideration of private gain or personal economic interest to affect the discharge of professional responsibilities;
- Recognizes public schools are the public's business and seeks to keep the public informed about their schools; and,
- Supports and practices the management team concept.


Cross Reference: 404 Employee Conduct and Appearance

Approved 11/1/2004 Reviewed 04/16/2007 Revised 06/20/2011

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
SUCCESSION OF AUTHORITY TO THE SUPERINTENDENT

In the absence of the superintendent, it shall be the responsibility of the other administrators to assume the superintendent's duties. The succession of authority to the superintendent shall be in this order:

- Administrator who is working on or has Superintendent endorsement
- Most senior administrator

If the absence of the superintendent is temporary, the successor shall assume only those duties and responsibilities of the superintendent that require immediate action. If the board determines the absence of the superintendent will be a lengthy one, the board shall appoint an acting superintendent to assume the responsibilities of the superintendent. The successor shall assume the duties when the successor learns of the superintendent's absence or when assigned by the superintendent or the board.

References to "superintendent" in this policy manual shall mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.


Cross Reference: 302 Superintendent

Approved 11/1/2004 Reviewed 06/20/2011 Revised 04/16/2008
COMMUNICATION CHANNELS

Questions and problems shall be resolved at the lowest organizational level nearest to the complaint. School employees shall be responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community shall confer with a licensed employee and then with the principal on questions and concerns.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within five school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within five school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. The action of the board will be final.

It shall first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.


Cross Reference: 213 Public Participation in Board Meetings
                  401.4 Employee Complaints
                  502.4 Student Complaints and Grievances
                  504.3 Student Publications

Approved 11/1/2004 Reviewed 05/21/2007
Revised ____________ 06/20/2011

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
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.

Note from IASB:
IASB has deleted policy 401.11 – Transporting of Students by Employees from the IASB Policy Reference Manual and has amended policy 905.1 – Transporting Students in Private Vehicles.

Policy 401.11 has been deleted from the IASB Policy Reference Manual because the content is duplicative of that contained in 905.1 – Transporting Students in Private Vehicles. To avoid confusion, 401.11 has been removed.
EMPLOYEE CONDUCT AND APPEARANCE

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees will conduct themselves in a professional manner. Employees will dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion calls for an avoidance of extremes which would interfere with or have an effect on the educational process.

Licensed employees of the school district will follow the code of ethics for their profession as established by the Iowa Board of Educational Examiners.

Legal Reference:  
Iowa Code § 279.8 (2003).  

Cross Reference:  
307 Administrator Code Of Ethics  
401.1 Employee Orientation  
106 Anti-Bullying/Harassment  
403.6 Substance-Free Workplace  
407 Licensed Employee Termination of Employment  
413 Classified Employee Termination of Employment

EMPLOYEE CONDUCT REGULATION

I. Commitment to the student.

The educator measures success by the progress of each student toward realization of potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling obligations to the student, the educator:

a. Shall not without just cause restrain the student from independent action in a pursuit of learning and shall not without just cause deny the student access to varying points of view.
b. Shall not deliberately suppress or distort subject matter for which the educator bears responsibility.
c. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
d. Shall conduct professional business in such a way that the educator does not expose the student to unnecessary embarrassment or disparagement.
e. Shall not on the ground of race, color, creed, age, sex, physical or mental handicap, marital status, or national origin exclude any student from participation in or deny the student benefits under any program nor grant any discriminatory consideration or advantage.
f. Shall not use professional relationships with students for private advantage.
g. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
h. Shall not tutor for remuneration students assigned to the educator's classes, unless no other qualified teacher is reasonably available.

II. Commitment to the public.

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. The educator shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public. In fulfilling an obligation to the public, the educator:

a. Shall not misrepresent an institution or organization with which the educator is affiliated and shall take adequate precautions to distinguish between personal and institutional or organizational views.
b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
c. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
d. Shall not use institutional privileges for monetary private gain or to promote political candidates or partisan political activities.
e. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.
III. Commitment to the profession:

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. The educator therefore exerts every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. In fulfilling an obligation to the profession, the educator:

a. Shall not discriminate on the ground of race, sex, age, physical handicap, marital status, color, creed or national origin for membership in the profession, nor interfere with the participation or nonparticipation of colleagues in the affairs of their professional association.

b. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

c. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.

d. Shall withhold and safeguard information acquired about colleagues in the course of employment; unless disclosure serves professional purposes.

e. Shall not refuse to participate in a professional inquiry when requested by the commission board.

f. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant change in employment or termination of employment.

g. Shall not misrepresent professional qualifications.

h. Shall not knowingly distort evaluations of colleagues.

IV. Commitment to professional employment practices:

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. The educator believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity and mutual respect. The administrator discourages the practice of the profession by unqualified persons. In fulfilling the obligation to professional employment practices, the educator:

a. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.

b. Should recognize salary schedules and the salary clause of an individual teacher's contract as a binding document on both parties. The educator should not in any way violate the terms of the contract.

c. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

d. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.

e. Shall adhere to the terms of a contract or appointment unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.

f. Shall not delegate assigned tasks to unqualified personnel.
EMPLOYEE CONDUCT REGULATION


g.—Shall use time or funds granted for the purpose for which they were intended.

V.—Commitment of board members and staff.

—The board members and staff will be independent and impartial and not use the public office for private gain. In fulfilling their obligation, the board employees will not:

a.—Receive any remuneration for services, other than that payable by law.
b.—Solicit, accept or agree to accept any gifts, loans, gratuities, discounts, favors, hospitalities or services from anyone with vested interests in board matters.
e.—Disclose confidential information garnered from official duties.
d.—Solicit, accept or agree to accept compensation contingent upon board actions.
e.—Hold positions, perform duties, or engage in activities not compatible with official capacity.

These rules are intended to implement Iowa Code, chapter 272.
CODE OF PROFESSIONAL CONDUCT AND ETHICS

CHAPTER 25

282—25.1(272) Scope of standards. This code of professional conduct and ethics constitutes mandatory minimum standards of practice for all licensed practitioners as defined in Iowa Code chapter 272. The adherence to certain professional and ethical standards is essential to maintaining the integrity of the education profession.

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

"Administrative and supervisory personnel" means any licensed employee such as superintendent, associate superintendent, assistant superintendent, principal, associate principal, assistant principal, or other person who does not have as a primary duty the instruction of pupils in the schools.

"Board" means the Iowa board of educational examiners.

"Discipline" means the process of sanctioning a license, certificate or authorization issued by the board.

"Ethics" means a set of principles governing the conduct of all persons governed by these rules.

"Fraud" means knowingly providing false information or representations on an application for licensure or employment, or knowingly providing false information or representations made in connection with the discharge of duties.

"License" means any license, certificate, or authorization granted by the board.

"Licensee" means any person holding a license, certificate, or authorization granted by the board.

"Practitioner" means an administrator, teacher, or other licensed professional, including an individual who holds a statement of professional recognition, who provides educational assistance to students.

"Responsibility" means a duty for which a person is accountable by virtue of licensure.

"Right" means a power, privilege, or immunity secured to a person by law.

"Student" means a person, regardless of age, enrolled in a prekindergarten through grade 12 school, who is receiving direct or indirect assistance from a person licensed by the board.

"Teacher" means any person engaged in the instructional program for prekindergarten through grade 12 children, including a person engaged in teaching, administration, and supervision, and who is required by law to be licensed for the position held.

[ARC 7979B, IAB 7/29/09, effective 9/2/09]

282—25.3(272) Standards of professional conduct and ethics. Licensees are required to abide by all federal, state, and local laws applicable to the fulfillment of professional obligations. Violation of federal, state, or local laws in the fulfillment of professional obligations constitutes unprofessional and unethical conduct which can result in disciplinary action by the board. In addition, it is hereby deemed unprofessional and unethical for any licensee to violate any of the following standards of professional conduct and ethics:

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

a. Fraud. Fraud means the same as defined in rule 282—25.2(272).

b. Criminal convictions. The commission of or conviction for a criminal offense as defined by Iowa law provided that the offense is relevant to or affects teaching or administrative performance.
CODE OF PROFESSIONAL CONDUCT AND ETHICS

(1) Disqualifying criminal convictions. The board shall deny an application for licensure and shall revoke a previously issued license if the applicant or licensee has, on or after July 1, 2002, been convicted of, has plead guilty to, or has been found guilty of the following criminal offenses, regardless of whether the judgment of conviction or sentence was deferred:

1. Any of the following forcible felonies included in Iowa Code section 702.11: child endangerment, assault, murder, sexual abuse, or kidnapping;
2. Any of the following criminal sexual offenses, as provided in Iowa Code chapter 709, involving a child:
   - First-, second- or third-degree sexual abuse committed on or with a person who is under the age of 18;
   - Lascivious acts with a child;
   - Assault with intent to commit sexual abuse;
   - Indecent contact with a child;
   - Sexual exploitation by a counselor;
   - Lascivious conduct with a minor;
   - Sexual exploitation by a school employee;
   - Enticing a minor under Iowa Code section 710.10; or
   - Human trafficking under Iowa Code section 710A.2;
3. Incest involving a child as prohibited by Iowa Code section 726.2;
4. Dissemination and exhibition of obscene material to minors as prohibited by Iowa Code section 728.2;
5. Telephone dissemination of obscene material to minors as prohibited by Iowa Code section 728.15;
6. Any offense specified in the laws of another jurisdiction, or any offense that may be prosecuted in a federal, military, or foreign court, that is comparable to an offense listed in subparagraph 25.3(1) "b"(1);
7. Any offense under prior laws of this state or another jurisdiction, or any offense under prior law that was prosecuted in a federal, military, or foreign court, that is comparable to an offense listed in subparagraph 25.3(1) "b"(1).

(2) Other criminal convictions and founded child abuse. In determining whether a person should be denied a license or whether a licensee should be disciplined based upon any other criminal conviction, including a conviction for an offense listed in 25.3(1) "b"(1) which occurred before July 1, 2002, or a founded report of abuse of a child, the board shall consider:

1. The nature and seriousness of the crime or founded abuse in relation to the position sought;
2. The time elapsed since the crime or founded abuse was committed;
3. The degree of rehabilitation which has taken place since the crime or founded abuse was committed;
4. The likelihood that the person will commit the same crime or abuse again;
5. The number of criminal convictions or founded abuses committed; and
6. Such additional factors as may in a particular case demonstrate mitigating circumstances or heightened risk to public safety.

c. Sexual involvement or indecent contact with a student. Sexual involvement includes, but is not limited to, the following acts, whether consensual or nonconsensual: fondling or touching the inner thigh, groin, buttocks, anus or breasts of a student; permitting or causing to fondle or touch the practitioner’s inner thigh, groin, buttocks, anus, or breasts; or the commission of any sex act as defined in Iowa Code section 702.17.

d. Sexual exploitation of a minor. The commission of or any conviction for an offense prohibited by Iowa Code section 728.12, Iowa Code chapter 709 or 18 U.S.C. Section 2252A(a)(5)(B).
e. **Student abuse.** Licensees shall maintain professional relationships with all students, both inside and outside the classroom. The following acts or behavior constitutes unethical conduct without regard to the existence of a criminal charge or conviction:

1. Committing any act of physical abuse of a student;
2. Committing any act of dependent adult abuse on a dependent adult student;
3. Committing or soliciting any sexual or otherwise indecent act with a student or any minor;
4. Soliciting, encouraging, or consummating a romantic or otherwise inappropriate relationship with a student;
5. Furnishing alcohol or illegal or unauthorized drugs or drug paraphernalia to any student or knowingly allowing a student to consume alcohol or illegal or unauthorized drugs in the presence of the licensee;
6. Failing to report any suspected act of child or dependent adult abuse as required by state law; or
7. Committing or soliciting any sexual conduct as defined in Iowa Code section 709.15(3) "b" or soliciting, encouraging, or consummating a romantic relationship with any person who was a student within 90 days prior to any conduct alleged in the complaint, if that person was taught by the practitioner or was supervised by the practitioner in any school activity when that person was a student.

**25.3(2) Standard II—alcohol or drug abuse.** Violation of this standard includes:

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

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

**25.3(3) Standard III—misrepresentation, falsification of information.** Violation of this standard includes:

a. Falsifying or deliberately misrepresenting or omitting material information regarding professional qualifications, criminal history, college credit, staff development credit, degrees, academic award, or employment history when applying for employment or licensure.

b. Falsifying or deliberately misrepresenting or omitting material information regarding compliance reports submitted to federal, state, and other governmental agencies.

c. Falsifying or deliberately misrepresenting or omitting material information submitted in the course of an official inquiry or investigation.

d. Falsifying any records or information submitted to the board in compliance with the license renewal requirements imposed under 282—Chapter 20.

e. Falsifying or deliberately misrepresenting or omitting material information regarding the evaluation of students or personnel, including improper administration of any standardized tests, including, but not limited to, changing test answers, providing test answers, copying or teaching identified test items, or using inappropriate accommodations or modifications for such tests.

**25.3(4) Standard IV—misuse of public funds and property.** Violation of this standard includes:

a. Failing to account properly for funds collected that were entrusted to the practitioner in an educational context.

b. Converting public property or funds to the personal use of the practitioner.

c. Submitting fraudulent requests for reimbursement of expenses or for pay.

d. Combining public or school-related funds with personal funds.

e. Failing to use time or funds granted for the purpose for which they were intended.

**25.3(5) Standard V—violations of contractual obligations.**
A. Violation of this standard includes:
(1) Signing a written professional employment contract while under contract with another school, school district, or area education agency.
(2) Asking a practitioner to sign a written professional employment contract before the practitioner has been unconditionally released from a current contract. An administrator shall make a good faith effort to determine whether the practitioner has been released from the current contract.
(3) Abandoning a written professional employment contract without prior unconditional release by the employer.
(4) As an employer, executing a written professional employment contract with a practitioner, which requires the performance of duties that the practitioner is not legally qualified to perform.
(5) As a practitioner, executing a written professional employment contract, which requires the performance of duties that the practitioner is not legally qualified to perform.

b. In addressing complaints based upon contractual obligations, the board shall consider factors beyond the practitioner’s control. For purposes of enforcement of this standard, a practitioner will not be found to have abandoned an existing contract if:
(1) The practitioner obtained a release from the employing board before discontinuing services under the contract; or
(2) The practitioner provided notice to the employing board no later than the latest of the following dates:
   1. The practitioner’s last work day of the school year;
   2. The date set for return of the contract as specified in statute; or

25.3(6) Standard VI—unethical practice toward other members of the profession, parents, students, and the community. Violation of this standard includes:
   a. Denying the student, without just cause, access to varying points of view.
   b. Deliberately suppressing or distorting subject matter for which the educator bears responsibility.
   c. Failing to make reasonable effort to protect the health and safety of the student or creating conditions harmful to student learning.
   d. Conducting professional business in such a way that the practitioner repeatedly exposes students or other practitioners to unnecessary embarrassment or disparagement.
   e. Engaging in any act of illegal discrimination, or otherwise denying a student or practitioner participation in the benefits of any program on the grounds of race, creed, color, religion, age, sex, sexual orientation, gender identity, disability, marital status, or national origin.
   f. Soliciting students or parents of students to purchase equipment, supplies, or services from the practitioner for the practitioner’s personal advantage.
   g. Accepting gifts from vendors or potential vendors where there may be the appearance of or an actual conflict of interest.
   h. Intentionally disclosing confidential information including, but not limited to, unauthorized sharing of information concerning student academic or disciplinary records, health and medical information, assessment or testing results, or family income. Licensees shall comply with state and federal laws and local school board policies relating to the confidentiality of student records, unless disclosure is required or permitted by law.
CODE OF PROFESSIONAL CONDUCT AND ETHICS

i. Refusing to participate in a professional inquiry when requested by the board.

j. Aiding, assisting, or abetting an unlicensed person in the completion of acts for which licensure is required.

k. Failing to self-report to the board within 60 days any founded child abuse report, or any conviction for a criminal offense listed in 25.3(1) "b"(1) which requires revocation of the practitioner’s license.

l. Delegating tasks to unqualified personnel.

m. Failing to comply with federal, state, and local laws applicable to the fulfillment of professional obligations.

n. Allowing another person to use one’s practitioner license for any purpose.

o. Performing services beyond the authorized scope of practice for which the individual is licensed or prepared or performing services without holding a valid license.

p. Falsifying, forging, or altering a license issued by the board.

q. Failure of the practitioner holding a contract under Iowa Code section 279.13 to disclose to the school official responsible for determining assignments a teaching assignment for which the practitioner is not properly licensed.

r. Failure of a school official responsible for assigning licensed practitioners holding contracts under Iowa Code section 279.13 to adjust an assignment if the practitioner discloses to the official that the practitioner is not properly licensed.

25.3(7) Standard VII—compliance with state law governing obligations to state or local governments, student loan obligations, child support obligations, and board orders. Violation of this standard includes:

a. Failing to comply with 282—Chapter 8 concerning payment of debts to state or local governments.

b. Failing to comply with 282—Chapter 9 concerning repayment of student loans.

Failing to comply with 282—Chapter 10 concerning child support obligations.

Failing to comply with a board order.

25.3(8) Standard VIII—incompetence. Violation of this standard includes, but is not limited to:

a. Willfully or repeatedly departing from or failing to conform to the minimum standards of acceptable and prevailing educational practice in the
LICENSED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a licensed position, other than administrative positions which will be employed in accordance with board policies in Series 300, "Administration," will have an opportunity to apply and qualify for licensed positions in the school district without regard to race, color, creed, religion, sex, national origin, age, sexual orientation, gender identity or disability. Job applicants for licensed positions will be considered on the basis of the following:

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

All job openings shall be submitted to the Iowa Department of Education for posting on TeachIowa, the online state job posting system. Additional Announcement announcements of the position may occur in a manner which the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications are returned to the school district administrative office. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who will be directly supervising and overseeing the person being hired.

The board will employ licensed employees after receiving a recommendation from the superintendent. However, the superintendent will have the authority to employ a licensed employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding qualifications, recruitment and selections of such employees is followed.

Legal Reference:

281 I.A.C. 12.
282 I.A.C. 14.

Cross Reference:

401.2 Equal Employment Opportunity
405 Licensed Employees - General
410.1 Substitute Teachers

Approved 06/19/2007 Reviewed 12/19/2011 Revised 06/19/2007
CLASSIFIED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

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

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

All job openings shall be submitted to the Iowa Department of Education for posting on TeachIowa, the online state job posting system. Additional Announcement announcements of the position may occur in a manner which will be through means the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications will may be returned to the central administration office. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who directly supervises and oversees the position.

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

The board will employ classified employees after receiving a recommendation from the superintendent. However, the superintendent will have the authority to employ a classified employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

Iowa Code §§ 35C; 216; 279.8; 294.1 (2003).

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

Approved 06/19/2007  Reviewed 04/16/2012  Revised 06/19/2007
PURCHASING—BIDDING

The board supports economic development in Iowa. Purchases by the school district will be made in Iowa for Iowa goods and services from a locally owned business located within the school district or from an Iowa-based company which offers these goods or services if the cost and other considerations are relatively equal and they meet the required specifications. When spending federal Child Nutrition Funds, geographical preference is allowed only for unprocessed agricultural food items.

It shall be the responsibility of the superintendent to approve purchases, except those authorized by or requiring direct board action. The superintendent may coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be considered in the purchase of equipment, accessories or attachments with an estimated cost of $50,000 or more.

The superintendent shall have the authority to authorize purchases without competitive bids for goods and services costing under $75,000 without prior board approval. For goods and services costing more than $75,000 and less than $135,000, the superintendent shall receive quotes of the goods and services to be purchased prior to approval of the board. Competitive sealed bids are required for purchases, other than emergency purchases, for goods and services that cost $135,000 or more, including school buses.

When using federal Child Nutrition funds to purchase goods and services, dollars spent annually must be estimated. It is acceptable to categorize (e.g. groceries, milk, produce, small equipment, large equipment, supplies, and chemicals). A formal sealed bid procurement process is required when annual spending in the category exceeds $25,000 annually. An informal process is used for all other purchases under the threshold annually. Documentation of informal procurement activity is kept on file.

The purchase will be made from the lowest responsible bidder based upon total cost considerations including, but not limited to, the cost of the goods and services being purchased, availability of service and/or repair, delivery date, the targeted small business procurement goal and other factors deemed relevant by the board.
Purchasing—Bidding

The board and the superintendent shall have the right to reject any or all bids, or any part thereof, and to re-advertise. If it is determined that a targeted small business which bid on the project may be unable to perform the contract, the superintendent shall notify the Department of Economic Development. The board will enter into such contract or contracts as the board deems in the best interests of the school district.

Legal Reference: Iowa Code §§ 23A; 26; 28E; 72.3; 73; 285.10(3); 10(7); 301 (2009).

Cross Reference: 705 Expenditures
711.4 Transportation Equipment
801.5 Site Acquisition
802 Maintenance, Operation and Management
803 Selling and Leasing
Purchasing - Bidding

The board supports economic development in Iowa, particularly in the school district community. As permitted by law, purchasing preference will be given to Iowa goods and services from locally-owned businesses located within the school district or Iowa based companies if the cost and other considerations are relatively equal and meet the required specifications. However, when spending federal Child Nutrition Funds, geographical preference is allowed only for unprocessed agricultural food items. Other statutory purchasing preferences will be applied as provided by law, including goals with regard to procurement from certified targeted small businesses, minority-owned businesses, and female owned businesses.

Goods and Services

The board shall enter into goods and services contract(s) as the board deems to be in the best interest of the school district. It shall be the responsibility of the superintendent to approve purchases, except those requiring board approval or as provided by law. The superintendent may coordinate and combine purchases with other governmental bodies to take advantage of volume price breaks. Joint purchases with other political subdivisions will be considered in the purchase of equipment, accessories, or attachments with an estimated cost of $50,000 or more.

Purchases for goods and services requiring shall conform to the following:

- The superintendent shall have the authority to authorize purchases without prior board approval and without competitive request for proposals, quotations, or bids for goods and services up to $75,000.
- For goods and services costing at least $75,001 and up to $135,000, the superintendent shall receive proposals, quotations, or bids for the goods and services to be purchased prior to board approval. The quotation process may be informal, and include written or unwritten quotations.
- For goods and services exceeding, $135,000, the competitive request for proposal (RFP) or competitive bid process shall be used and received prior to board approval. RFPs and bids are formal, written submissions via sealed process.

In the event that only one quotation or bid is submitted, the board may proceed if the quotation or bid meets the contract award specifications.

The contract award shall be based on the total cost considerations including, but not limited to the following:

- The cost of the goods and services being purchased;
- Availability of service and/or repair;
- The targeted small business procurement goal and other statutory purchasing preferences; and
- Other factors deemed relevant by the board.

Purchases using federal child nutrition funds shall be made in accordance with procurement procedures required by law.

The thresholds and procedures related to purchases of goods and services do not apply to public improvement projects.

Approved 11/1/2004

Reviewed __________

Revised 10/26/2009
11/21/2011
06/18/2012
12/15/2014
02/16/2015

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
PURCHASING – BIDDING

Public Improvements

The board shall enter into public improvement contract(s) as the board deems to be in the best interest of the school district. ‘Public improvement’ means “a building or construction work which is constructed under the control of a governmental entity and is paid for in whole or in part with funds of the governmental entity, including a building or improvement constructed or operated jointly with any public or private agency.”

The district shall follow all requirements, timelines, and processes detailed in Iowa law related to public improvement projects. The thresholds regarding when competitive bidding or competitive quotations is required will be followed. Competitive bidding is required for public improvement contracts exceeding the minimum threshold stated in law. Competitive quotations are required for public improvement projects that exceed the minimum threshold amount stated in law, but do not exceed the minimum set for competitive bidding. The board shall approve competitive bids and competitive quotes. If the total cost of the public improvement does not warrant either competitive bidding or competitive quotations, the district may nevertheless proceed with either of these processes, if it so chooses.

The award of all contracts for the public improvement shall be awarded to the lowest responsive, responsible bidder. In the event of an emergency requiring repairs to a school district facility that exceed bidding and quotation thresholds, please refer to sample policy 802.3.

The superintendent may develop an administrative process to implement this policy.

Legal Reference: Iowa Code §§ 26; 28E; 72.3; 73; 73A; 285; 297; 301.
261 I.A.C. 54.
281 I.A.C. 43.25.
481 I.A.C. 25.

Cross Reference: 705 Expenditures
801.5 Site Acquisition
802 Maintenance, Operation and Management
802.3 Emergency Repairs
803 Selling and Leasing
CARE, MAINTENANCE AND DISPOSAL OF SCHOOL DISTRICT RECORDS

School district records shall be housed in the high school administration office of the school district. It shall be the responsibility of the superintendent and board secretary to oversee the maintenance and accuracy of the records. The following records shall be kept and preserved according to the schedule below:

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

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

Employees' records shall be housed in the central administration office of the school district. The employees' records shall be maintained by the superintendent, the building administrator, the employee's immediate supervisor, and the secretary/treasurer.

An inventory of the furniture, equipment, and other non-consumable items other than real property of the school district shall be conducted annually under the supervision of the superintendent. This report shall be filed with the secretary/treasurer.

Approved 11/1/2004 Reviewed 11/16/2009 Revised 02/16/2015
CARE, MAINTENANCE AND DISPOSAL OF SCHOOL DISTRICT RECORDS

The permanent and cumulative records of students currently enrolled in the school district shall be housed in the central administration office of the attendance center where the student attends. **Permanent records shall be housed in a fire resistant safe or vault or electronically with a secure backup file.** Permanent records must be housed in a fireproof vault. The building administrator shall be responsible for keeping these records current. **Permanent** records of students who have graduated or are no longer enrolled in the school district shall be housed in the Junior-Senior High School and will be retained permanently. These records will be maintained by the superintendent.

**Special education records shall be maintained in accordance with law.**

The superintendent may **digitize or otherwise electronically retain** stored school district records and may destroy paper copies of the records, if they are more than three years old. **An electronic record which accurately reflects the information set forth in the paper record after it was first generated in its final form as an electronic record, and which remains accessible for later reference meets the same legal requirements for retention as the original paper record.** A properly authenticated reproduction of an electronic record meets the same legal requirements as the original record.

**Legal Reference:**
- City of Sioux City v. Greater Sioux City Press Club, 421 N.W.2d 895 (Iowa 1988).
- Iowa Code §§ 22.3, .7; 279.8, .15, .16; 304 (2003).
- 281 I.A.C. 12.3(6).

**Cross Reference:**
- 206.3 Secretary-Treasurer
- 218 Board of Directors' Records
- 401.6 Employee Records
- 506 Student Records
- 901.1 Public Examination of School District Records
TRANSPORTING STUDENTS IN PRIVATE VEHICLES

Generally, transporting students for school purposes shall be done in a vehicle owned by the school district and driven by a school bus driver. Students may be transported in private vehicles for school purposes in an as needed basis. It shall be within the discretion of the superintendent to determine when this is appropriate.

Individuals transporting students for school purposes in private vehicles must have the permission of the superintendent and meet all applicable requirements set by the district. Private vehicles will be used only when:

- The vehicle is in good condition and meets all applicable safety requirements;
- The driver possesses a valid drivers' license;
- Proof of insurance has been supplied to the superintendent and the insurance satisfies the minimum coverage requirements for driving personal vehicles in the State of Iowa; and
- When the parents of the students to be transported have given written permission to the superintendent.

The school district assumes no responsibility for those students who have not received the approval of the superintendent and who ride in private vehicles for school purposes. If transportation is not provided by the school district, or if transportation provided by the school district is declined by the student or parent/guardian, then the responsibility and corresponding liability for transportation for school purposes shall rest solely with the student and parent/guardian.

This policy statement applies to transportation of students for school purposes in addition to transporting students to and from their designated attendance center. It shall be the responsibility of the superintendent to develop administrative regulations regarding this policy. The superintendent may develop an administrative process to implement this policy.

281 I.A.C. 43.

Cross Reference: 401.11 Transporting of Students by Employees
401.12 Employee Travel Compensation
711 Transportation

Approved 11/1/2004 Reviewed 04/19/2010 Revised ________
06/15/2015
ADMINISTRATION OF MEDICATION TO STUDENTS

The board is committed to the inclusion of all students in the education program and recognizes that some students may need prescription and nonprescription medication to participate in their educational program.

Medication shall be administered when the student's parent or guardian (hereafter "parent") provides a signed and dated written statement requesting medication administration and the medication is in the original, labeled container, either as dispensed or in the manufacturer's container.

When administration of the medication requires ongoing professional health judgment, an individual health plan shall be developed by an authorized practitioner with the student and the student's parent. Students who have demonstrated competence in administering their own medications may self-administer their own medication inhalers and epinephrine auto-injectors. A written statement by the student's parent shall be on file requesting co-administration of medication, when this competence has been demonstrated. By law, students with asthma or other airway constricting diseases or students with a risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written approval of their student's parents and prescribing physician licensed health care professional regardless of competency.

Persons administering medication shall include authorized practitioners, such as, the licensed registered nurses and physicians, and persons to whom authorized practitioners have delegated the administration of medication (who have successfully completed a medication administration course), or be an authorized practitioner, including parents. A medication administration course and periodic update shall be conducted by a registered nurse or licensed pharmacist and a record of course completion kept on file at the agency shall be maintained by the school.

A written medication administration record shall be on file including:
- Date
- Individual's Student's name
- Prescriber or person authorizing administration
- Medication
- Medication dosage
- Administration time
- Administration method
- Signature and title of the person administering medication
- Any unusual circumstances, actions or omissions.

Medication shall be stored in a secured area unless an alternate provision is documented. Emergency protocols for medication-related reactions shall be posted. Medication information shall be confidential information as provided by law.

Disposal of unused, discontinued/recalled, or expired medication shall be in compliance with federal and state law. Prior to disposal school personnel shall make a reasonable attempt to return medication by providing written notification that expired, discontinued, or unused medications needs to be picked up. If medication is not picked up by the date specified, disposal shall be in accordance with the disposal procedures for the specific category of medication.
ADMINISTRATION OF MEDICATION TO STUDENTS


Cross Reference: 506 Student Records 507 Student Health and Well-Being 603.2 Special Education 607.2 Student Health Services

Approved 11/1/2004 Reviewed 05/12/2014 Revised 01/18/2010
AUTHORIZATION-ASTHMA OR OTHER AIRWAY CONstrictING DISEASE MEDICATION OR EPI nephrine AUTO-INJECTOR SELF-ADMINISTRATION CONSENT FORM

Student's Name (Last), (First) (Middle) / / Birthday School / / Date

The following must occur in order for a student to self-administer medication for asthma or any other airway constricting disease or for a student with a risk of anaphylaxis to self-administer an epinephrine auto-injector:

• Parent/guardian provides signed, dated authorization for student medication self-administration.

• Parent/guardian provides a written statement from the student’s licensed health care professional (A person licensed under chapter 148 to practice medicine and surgery or osteopathic medicine and surgery, an advanced registered nurse practitioner licensed under chapter 152 or 152E and registered with the board of nursing, or a physician assistant licensed to practice under the supervision of a physician as authorized in chapters 147 and 148C) containing the following: Physician (person licensed under chapter 148, 150, or 150A), physician’s assistant, advanced registered nurse practitioner, or other person licensed or registered to distribute or dispense a prescription drug or device in the course of professional practice in Iowa in accordance with section 147.107, or a person licensed by another state in a health field in which, under Iowa law, licensees in this state may legally prescribe drugs provides written authorization containing:
  o Name and purpose of the medication or epinephrine auto-injector;
  o Prescribed dosage; and
  o Times or special circumstances under which the medication or epinephrine auto-injector is to be administered.
   o —special circumstances under which the medication is to be administered.

• The medication is in the original, labeled container as dispensed or the manufacturer’s labeled container containing the student name, name of the medication, directions for use, and date.

• Authorization is renewed annually. If any changes occur in the medication, dosage or time of administration, the parent is to notify school officials immediately. The authorization shall be reviewed as soon as practical.

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

Pursuant to state law, the school district or accredited nonpublic school and its employees are to incur no liability, except for gross negligence, as a result of any injury arising from self-administration of medication or use of an epinephrine auto-injector by the student. The parent or guardian of the student shall sign a statement acknowledging that the school district or nonpublic school is to incur no liability, except for gross negligence, as a result of self-administration of medication or use of an epinephrine auto-injector by the student as established provided by law. Iowa Code § 280.16.
AUTHORIZATION-ASTHMA OR OTHER AIRWAY CONSTRICING DISEASE MEDICATION OR EPINEPHRINE AUTO-INJECTOR SELF-ADMINISTRATION CONSENT FORM

<table>
<thead>
<tr>
<th>Medication/Healthcare</th>
<th>Dosage</th>
<th>Route</th>
<th>Time at School</th>
</tr>
</thead>
</table>

Purpose of Medication & Administration /Instructions /Special Circumstances

<table>
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<th>Special Circumstances</th>
<th>Discontinue/Re-Evaluate/ Follow-up Date</th>
</tr>
</thead>
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Prescriber’s Signature

<table>
<thead>
<tr>
<th>Prescriber’s Address</th>
<th>Emergency Phone</th>
</tr>
</thead>
</table>

- I request the above named student possess and self-administer asthma or other airway constricting disease medication(s), and/or an epinephrine auto-injector at school and in school activities according to the authorization and instructions.
- I understand the school district and its employees acting reasonably and in good faith shall incur no liability for any improper use of medication or an epinephrine auto-injector or for supervising, monitoring, or interfering with a student's self-administration of medication or use of an epinephrine auto-injector. I acknowledge that the school district is to incur no liability, except for gross negligence, as a result of self-administration of medication or use of an epinephrine auto-injector by the student.
- I agree to coordinate and work with school personnel and notify them when questions arise or relevant conditions change.
- I agree to provide safe delivery of medication and equipment to and from school and to pick up remaining medication and equipment.
- I agree the information is shared with school personnel in accordance with the Family Education Rights and Privacy Act (FERPA) and any other applicable laws.
- I agree to provide the school with back-up medication approved in this form.
- Student maintains self-administration record.

I acknowledge that state law requires the signature of the person prescribing the above named medication to be on file with the student’s health record. I agree to obtain the prescriber’s written authorization for this medication. If I have not obtained this within a reasonable amount of time, I authorize the Independence school nurses to contact the prescriber to obtain necessary signature(s).

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<thead>
<tr>
<th>Parent/Guardian Signature (agreed to above statements)</th>
<th>Date</th>
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</table>

Parent/Guardian Address

<table>
<thead>
<tr>
<th>Home Phone</th>
<th>Business Phone</th>
<th>Emergency Phone</th>
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Self-Administration Authorization Additional Information

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
PARENTAL AUTHORIZATION AND RELEASE FORM FOR THE ADMINISTRATION OF PRESCRIPTION MEDICATION TO STUDENTS

Student's Name (Last), (First) (Middle)  / /  Birth Date

School

/ /  Date

School medications and health services are administered following these guidelines:

- Parent has provided a signed, dated authorization to administer medication, and/or provide the health service.
- The medication is in the original, labeled container as dispensed or the manufacturer's labeled container.
- The medication label contains the student's name, name of the medication, directions for use, and date.
- Authorization is renewed annually and as soon as practical immediately when the parent notifies the school that changes are necessary.

<table>
<thead>
<tr>
<th>Medication/Health Care</th>
<th>Dosage</th>
<th>Route</th>
<th>Time at School</th>
</tr>
</thead>
</table>

Administration Instructions


Special Directives, Signs to Observe and Side Effects

Possible Side Effects/Interactions (if appropriate)

/ /  Discontinue/Re-Evaluate/Follow-up Date

/ /  Date

Parent/Guardian’s Signature

Parent/Guardian’s Address  Emergency Phone Number

Phone Number Email Address

I request the above named student receive the medication carry epinephrine auto-injector and inhaler at school and school activities, as needed, according to the prescription, instructions, and a written record kept. Special considerations are noted above. I agree the student may carry medication under certain circumstances as determined by the nurse and by school policy. I understand no schedule II medications can be self administered. This information is confidential except as provided by the Family Educational Rights and Privacy Act (FERPA) and any other applicable law. I agree to coordinate and work with school personnel and prescriber (if any) when questions arise. I agree to provide safe delivery of medication and equipment to and from school and to pick up remaining medication and equipment. Procedures for medication disposal shall be in accordance with federal and state law.

INDEPENDENCE COMMUNITY SCHOOL DISTRICT POLICY MANUAL
PARENTAL AUTHORIZATION AND RELEASE FORM FOR THE ADMINISTRATION OF PRESCRIPTION MEDICATION TO STUDENTS

Parent's Signature ____________________________ Date ____________

Parent's Address ____________________________ Home Phone ____________

Additional Information ____________________________ Business Cell/Emergency Phone ____________

Email Address

________________________________________________________________________

________________________________________________________________________

Authorization Form
PREScriber'S Authorization For PreScr iption medication
For asthma Or Airway Constricting Disease

---------------------------------- / / 
Student's Name Birth Date

----------------------------------
Medication Dosage

----------------------------------
Frequency

----------------------------------
Health-Provider's Signature

Additional Information (if applicable):

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STOCK EPINEPHRINE AUTO-INJECTOR SUPPLY

The Independence Community School District seeks to provide a safe environment for students, staff, and visitors who are at risk of severe allergic reactions. Therefore, it is the policy of the district to annually obtain a prescription for epinephrine auto-injectors from a licensed health care professional, in the name of the school district, for administration by a school nurse or personnel trained and authorized to a student or individual who may be experiencing an anaphylactic reaction.

Procurement and maintenance of supply: The district shall stock a minimum of one pediatric dose and one adult dose epinephrine auto-injector for each school building. The supply of such auto-injectors shall be maintained in a secure, dark, temperature-controlled location in each school building.

The school nurse shall routinely check stock epinephrine auto-injectors and document in a log monthly:

- The expiration date;
- Any visualized particles; or
- Color change.

The employee shall be responsible for ensuring the district replaces, as soon as reasonably possible, any logged epinephrine auto-injector that is used, close to expiration, or discolored or has particles visible in the liquid.

Training: A school nurse or personnel trained and authorized may provide or administer an epinephrine auto-injector from a school supply to a student or individual if the authorized personnel or school nurse reasonably and in good faith believes the student or individual is having an anaphylactic reaction. Training to obtain a signed certificate to become personnel authorized to administer an epinephrine auto-injector shall consist of the requirements established by law.

Authorized personnel will be required to provide a procedural skills demonstration to the school nurse demonstrating competency in the administration of stock epinephrine auto-injectors to retain authorization to administer stock epinephrine auto-injectors if the following occur:

- Failure to administer an epinephrine auto-injector to a student or individual by proper route, failure to administer the correct dosage, or failure to administer an epinephrine auto-injector according to generally accepted standards of practice ("medication error"); or
- Accidental injection of an epinephrine auto-injector into a digit of the authorized personnel administering the medication ("medication incident").

Reporting: The district will contact emergency medical services (911) immediately after any stock epinephrine auto-injector is administered to a student or individual. The school nurse or authorized personnel will remain with the student or individual until emergency medical services arrive.

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

- Each medication incident with the administration of stock epinephrine;
- Each medication error with the administration of stock epinephrine; or
- The administration of a stock epinephrine auto-injector.
STOCK EPINEPHRINE AUTO-INJECTOR SUPPLY

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

The superintendent may develop an administrative process to implement this policy.


Cross Reference: 507.2 Administration of Medication
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**Vendor Totals Report by Fund**

03/01/2016 - 03/31/2016

User ID: ARL

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**Vendor Totals Report by Fund**

03/01/2016 - 03/31/2016

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PO BOX X
BANK
KANSAS CITY, MO 64187-5852

Make Check Payable To:
Card Services
PO Box 875852
Kansas City, MO 64187-5852

PO BOX X
BANK
KANSAS CITY, MO 64187-5852

New Balance: $5,158.44
Payments: $5,158.44
Other Credits: 212.13
Purchases/Debits: 4,915.15
Cash Advances: 0.00
Finance Charges: 0.00

New Balance: 4,703.02
Credit Limit: 50,000.00
Available Credit: 20,250.00

An amount followed by a minus (-) is a credit or a credit balance, unless otherwise indicated.

REWARD SUMMARY

Previous Points Balance: 87,071
Points Earned This Statement: 4,703
Bonus Points Earned This Statement: 0
Points Adjusted This Statement: 0
Points Redeemed This Statement: 0
New Point Balance: 91,774

Points Due to Expire: 6,200
Due to Expire Date: 04/2020

Redeem your reward points at www.urtrustards.urb.com

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## Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

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<th>Annual Current Billing Period Type of Balance</th>
<th>Percentage Rate (APR)</th>
<th>Balance Subject to Interest</th>
<th>Interest Charge</th>
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<td>Purchases</td>
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<td>0.00</td>
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<tr>
<td>Cash Advances</td>
<td>17.25%</td>
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</table>

<table>
<thead>
<tr>
<th>Annual Previous Billing Period Type of Balance</th>
<th>Percentage Rate (APR)</th>
<th>Balance Subject to Interest</th>
<th>Interest Charge</th>
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<tbody>
<tr>
<td>Purchases</td>
<td>13.25%</td>
<td>0.00</td>
<td>0.00</td>
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</tbody>
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Periodic rates and APRs may vary. See your Cardmember Agreement for an explanation. There is a 25-day grace period for Purchases but not for Cash Advances. You can avoid additional finance charges on Purchases if you pay the New Balance within 25 days of the Statement Closing Date (which may not be the same as the Payment Due Date). See reverse side for important information and disclosures and, if an Annual Fee was posted above, regarding renewals.

Thank you for being a valued UMB customer. As of 9/13, UMB will no longer be issuing UMB Business Rewards customers an annual fee. In addition, you are eligible to earn 5,000 reward points, the equivalent of $500 account credit or gift card, if you spend $2,500 within a 90-day period.
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<th>2025</th>
<th>2026</th>
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<td>146,362.60</td>
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<td>222,078.25</td>
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<td>1,138,408.34</td>
<td>1,138,408.34</td>
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**Summary:**
- The total budget for the fiscal year is $1,138,408.34.
- The total budget for the year-to-date is $909,697.35.
- The year-to-date net GAAP of the budget is $238,710.99.
- The budget balance at year-end is $238,710.99.
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<tr>
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**Grand Total:**

16,185,567.28 | 10,031,088.22 | 61.98% | 6,154,479.06
## GENERAL FUND

### Revenues

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<th>October</th>
<th>November</th>
<th>December</th>
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<td>Federal Funds</td>
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<td>$ 96,925.31</td>
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<tr>
<td>Other</td>
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<td>$ 60,201.50</td>
<td>$ 60,201.50</td>
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<td>$ 60,201.50</td>
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</tr>
<tr>
<td>Total</td>
<td>$ 541,235.04</td>
<td>$ 87,273.03</td>
<td>$ 1,338,657.00</td>
<td>$ 2,680,527.54</td>
<td>$ 1,258,508.94</td>
<td>$ 1,493,692.87</td>
<td>$ 1,059,409.44</td>
<td>$ 1,048,369.86</td>
<td>$ 1,232,204.99</td>
<td>$ 1,232,204.99</td>
<td>$ 1,232,204.99</td>
<td>$ 1,232,204.99</td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th></th>
<th>July</th>
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<th>September</th>
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<th>November</th>
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<th>April</th>
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<th>June</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<td>$ 212,833.13</td>
<td>$ 212,833.13</td>
<td>$ 212,833.13</td>
<td>$ 212,833.13</td>
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<tr>
<td>Other</td>
<td>$ 62,689.64</td>
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<td>Total</td>
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<td>$ 1,100,511.35</td>
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<td>$ 1,499,818.20</td>
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### Difference

<table>
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<tr>
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<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
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<th>April</th>
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<th>June</th>
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</thead>
<tbody>
<tr>
<td>Difference</td>
<td>$ (997,726.54)</td>
<td>$ (1,014,303.58)</td>
<td>$ (1,014,303.58)</td>
<td>$ (1,014,303.58)</td>
<td>$ (1,014,303.58)</td>
<td>$ (1,014,303.58)</td>
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### Beginning Balance

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>August</th>
<th>September</th>
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<th>November</th>
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<th>June</th>
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</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$ 3,589,896.98</td>
<td>$ 2,592,170.44</td>
<td>$ 1,577,866.86</td>
<td>$ 1,823,798.28</td>
<td>$ 3,370,138.15</td>
<td>$ 3,333,764.88</td>
<td>$ 3,646,899.32</td>
<td>$ 3,429,320.21</td>
<td>$ 3,376,635.20</td>
<td>$ 3,376,635.20</td>
<td>$ 3,376,635.20</td>
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### Revenues

<table>
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<tr>
<th></th>
<th>July</th>
<th>August</th>
<th>September</th>
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<th>November</th>
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</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$ 541,235.04</td>
<td>$ 87,273.03</td>
<td>$ 1,338,657.00</td>
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<td>$ 1,232,204.99</td>
<td>$ 1,232,204.99</td>
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<td>$ 1,232,204.99</td>
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### Expenses

<table>
<thead>
<tr>
<th></th>
<th>July</th>
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<th>November</th>
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<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<tbody>
<tr>
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### Ending Balance

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>August</th>
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<th>October</th>
<th>November</th>
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<th>June</th>
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</thead>
<tbody>
<tr>
<td>Ending Balance</td>
<td>$ 2,592,170.44</td>
<td>$ 1,577,866.86</td>
<td>$ 1,823,798.28</td>
<td>$ 3,370,138.15</td>
<td>$ 3,333,764.88</td>
<td>$ 3,646,899.32</td>
<td>$ 3,429,320.21</td>
<td>$ 3,376,635.20</td>
<td>$ 3,107,513.59</td>
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## SILO/PPEL Funds

### Revenues

<table>
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<tr>
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<th>August</th>
<th>September</th>
<th>October</th>
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<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<tbody>
<tr>
<td>SILO</td>
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<td>PPEL</td>
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<td>$85,689.69</td>
<td>$51,364.01</td>
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<td>Total</td>
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<td>$285,217.52</td>
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<td>$162,811.37</td>
<td>$115,121.78</td>
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### Expenditures

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
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<th>June</th>
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<tbody>
<tr>
<td>Technology</td>
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<tr>
<td>Buildings/Grounds</td>
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<td>$27,964.93</td>
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<td>$16,621.62</td>
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<tr>
<td>Other</td>
<td>$-</td>
<td>$80,794.59</td>
<td>$105,914.98</td>
<td>$537,076.02</td>
<td>$73,331.18</td>
<td>$53,506.80</td>
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<td>Total</td>
<td>$115,213.43</td>
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<td>$169,238.84</td>
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Combined Cash Balance on Hand | $113,867.55 | $701,457.15 | $411,142.09 | $561,396.27 | $276,839.71 | $1,308,532.63 | $1,324,281.22 | $1,335,955.70 | $1,295,070.44 |
Iowa Assessment Action Plan
2016-2017

The West Elementary staff knows that to keep making instructional improvements we must continue to evaluate what we are doing with and for our students. The staff of West Elementary has looked at the data and has set their goals for next year specifically for the Iowa Assessment proficiencies. In order to help students achieve these proficiency scores, you will see there are several different collaboration opportunities to improve instruction and therefore raise student proficiency/achievement.

Iowa Assessment Goals 2016-2017

<table>
<thead>
<tr>
<th></th>
<th>Math</th>
<th>Reading</th>
<th>Science</th>
<th>Social Studies</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd</td>
<td>(88%)</td>
<td>(82%)</td>
<td>(87%)</td>
<td>(82%)</td>
</tr>
<tr>
<td>4th</td>
<td>(87%) 91%</td>
<td>(88%) 85%</td>
<td>(97%) 90%</td>
<td>(88%) 85%</td>
</tr>
<tr>
<td>5th</td>
<td>(85%) 93%</td>
<td>(82%) 92%</td>
<td>(87%) 97%</td>
<td>(78%) 89%</td>
</tr>
<tr>
<td>6th</td>
<td>(90%) 91%</td>
<td>(77%) 85%</td>
<td>(80%) 94%</td>
<td>(68%) 87%</td>
</tr>
</tbody>
</table>

Scores in parenthesis are the 2015-2016 percentages. The second percentage is the goal the teachers have set as a grade level team.

To meet our objectives for the 2016-2017 academic year, we are proposing the following:

**West Elementary: What are we doing to INCREASE STUDENT ACHIEVEMENT?**

1- Monthly Grade Level Days/Data Days

- Staff are working at developing Formative Assessments
- Conversations centered on the student success/struggles
- Instruction and mini-professional development in Canvas/Safari Montage

2- Professional Development/PLC’s

- Item analysis on Iowa Assessments
- KU writing strategies for Special Education teachers
- Teacher collaboration time
3- Interventionists

- Reading and Math interventionists meet with students who are non-proficient
- Progress monitor students who are not proficient in CBMr (reading fluency) weekly

4- Mustang Time/Interventions

- Grades 3 and 4 are providing interventions every day of the week
- 5/6 are every other day

5- WIT

- Monthly meetings are set up to discuss students who are struggling
- Suggestions are given for teachers to try
- If no progress is made, parents consulted about special education referral
Iowa Assessment Action Plan
2016-2017

The staff and students at Independence Jr/Sr High School recognize the importance of the Iowa Assessments as well as the need to continuously monitor our scores and make any changes necessary to improve the results. Before stating our present actions or any adaptations; however, we must finalize our goals for 2016-2017. Please find below both the present scores for the grade levels and content areas and the goals for next year, which were determined by the content area teachers. All scores are based on percent proficient in that grade/content level.

Iowa Assessment Goals 2016-2017

<table>
<thead>
<tr>
<th></th>
<th>Math</th>
<th>Reading</th>
<th>Science</th>
<th>Social Studies</th>
</tr>
</thead>
<tbody>
<tr>
<td>7th</td>
<td>91% (89%)</td>
<td>82% (77%)</td>
<td>85% (83%)</td>
<td>75% (67%)</td>
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<tr>
<td>8th</td>
<td>85% (82%)</td>
<td>70% (61%)</td>
<td>80% (74%)</td>
<td>78% (73%)</td>
</tr>
<tr>
<td>9th</td>
<td>81% (77%)</td>
<td>75% (69%)</td>
<td>80% (78%)</td>
<td>76% (71%)</td>
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<tr>
<td>10th</td>
<td>85% (83%)</td>
<td>85% (82%)</td>
<td>80% (73%)</td>
<td>90% (89%)</td>
</tr>
<tr>
<td>11th</td>
<td>88% (85%)</td>
<td>87% (84%)</td>
<td>87% (84%)</td>
<td>92% (91%)</td>
</tr>
</tbody>
</table>

Scores in parenthesis are the 2015-2016 percentages.

To meet our objectives for the 2016-2017 academic year, we are proposing the following:

- Continue to expand our MTSS program at both the JH and HS. This time will be devoted to enhancing students’ skills in the testing areas as well as giving students an opportunity to obtain any “extra help” from teachers.
- Have the BLT examine the students’ scores and growth through some Iowa Professional Development Model questions.
- Emphasize more alignment to the Iowa Core from Reading, Math, Science and Social Studies teachers. What are they doing in class? How does it align with the Core?
- Regularly meet with special education teachers to discuss how to reduce the achievement gap between our general education and special education students.
- Continue with Fusion Reading at the HS level.
- Implement two lower-level science courses at the HS level to help increase our scores with that student population.
• Hire a reading interventionist for the JH level, with the most focus on 7th grade due to the transition from 6th grade.
• Communicate better the reasons and protocol for the Iowa Assessments goal sheets. Each student 7-11 completes a goal sheet for Reading, Math and Science.
• Analyze the spreadsheets of students' scores and growth by content areas in PD based on Mustang Time and/or grade levels.
• Obtain the item analysis from Iowa Testing for teachers to use during data days. These data days/professional development time will be used to analyze test items and adjust curriculum/lessons based on item results. Content area personnel (English, Math, Science, Social Studies and CTE) will continue to participate in these data days.
• Administration will formulate more of a group incentive. This year the sophomore class was the incentive winner.
• Review MAP testing data similar to Iowa Assessments.
• Every student who is non-proficient in reading, math, or science will have a Personal Education Plan (PEP) that will indicate what extra support they will receive in each area in which they are non-proficient.
Vision - Be the BEST Educational Environment in the state of Iowa.

Mission - The mission of Independence Jr/Sr High School is to provide a safe environment where students are provided the skills and opportunities to be productive and responsible citizens.

Motto - Together WE Can Reach the Top

Addressing School Goals - The school goals for 2015-2016 are the following: 80% of all students will demonstrate proficiency in reading comprehension, improve the educational environment specifically focusing on establishing and maintaining positive relationships among all stakeholders, and enhance technology integration to improve student achievement. Here is what we have done so far to achieve these objectives:

• Data days to examine Iowa Assessments were completed with CTE. These were great days.
• Observations continue. Summative observations for classified and certified staff will begin soon.
• Administration attended the 1:1 Leadership Day and Conference in Des Moines. It was truly beneficial.
• Visited Iowa BIG in Cedar Rapids with local administrators and George Lake to see how that program works and possibly do something on a smaller scale here. I have spoken to Meg Rawlins about the TAG students’ interests in this project-based learning approach.
• Scheduling for 2016-2017 is still “on schedule”. I have met with several departments regarding class options and numbers. We are currently working on the number of sections per course and also trying to “balance” some of the classes.
• Seniors are scheduled to take the National Career Readiness Certification exam on April 26th. Results of that test will be shared with the board at an upcoming meeting.
• AEA Representatives came to Independence and worked with many of our special education students on student writing strategies.
• Met with the sophomore student council members about the class incentive for Iowa Assessment scores. The sophomore class had the highest overall scores in the fall.
• Mrs. Frye took many of our juniors to Cedar Falls last week for the ACT test. We had just over 50 students take advantage of this opportunity. Thank you, Mrs. Frye.
• Parent Advisory meetings still continue to be very beneficial.
• Staff completed the Respect and Protect surveys today, and students will take it sometime this week.

Other Information

• Congrats to the all-state speech participants. It was great to see them perform at UNI. I was very impressed.
• Congratulations to our Jazz Bands for their state performances. I was not only pleased with the performances but also with our parent/community support in Des Moines. In addition, I got several comments from colleagues about our students’ “class” behavior.
• Congratulations to Alaina Kuper for signing a letter of intent to bowl for Mount Mercy this fall. She is the first student from Independence to sign with a college bowling team.
• Thank you to Mrs. Elzey for organizing, decorating for, and chaperoning the 8th grade dance.
• Thank you to all our staff for making a commitment to our students, school, and district each and every day.
As a parent, I was very impressed with the PTO Carnival on Saturday, April 9, 2016. I know our kids had fun as well as hundreds of others. A BIG thank you to all the organizers of the event! My own son put me in “jail” below....
The new mats in the entry way look great! Thank you to Chad and his crew for ordering and setting them up.
The photos, above and below, were taken by students from Mrs. O'Loughlin's Photography class. These were posted on the class' Facebook page.
April has been a busy month, I will not make a comment regarding referrals, as I don’t want to jinx anything!

This month I will have attended the 1:1 Institute, State Jazz Band (4:30 performance), Alternative Education Conference, Launching TLC Conference, and State Future Problem Solvers! Participating in continued growth, networking, and supporting student activities are some of the best parts of my job!

The first week of April, Ms. Sedlacek, Mrs. Hurley, and Mrs. Lampe started supervising the two-day a week after school intervention. Students are recommended at the high school level by the At-Risk team for extra support. Jr. High teachers will collaborate and recommend students. We are looking at seven students per group. The Jr. and Sr. high are separated during this time. We are collecting data to assess if the program is making a difference. At this point of the program, we are supporting 18 students (9 Jr. High and 9 Sr. High).
The last month at West Elementary has been a great one. Here are some of the things happening at West that you might want to know more about.

The following is a picture of the students in Ms. Riniker's intervention group working on improving their reading fluency. These students pick out the part they are reading. They then practice this reading and present their 'play' to the class. This repeated reading allows students to become more confident readers while improving their fluency/comprehension.

Below is a picture of a group of students sharing what they have learned in 4th grade social studies. The students were able to read about the Central Valley of the United States. They then presented the information before their classmates and shared what they thought was important about this region.
The following is a picture of an owl pellet that students in 5th grade were able to dissect and then reassemble. This was a great learning opportunity for the students after they had learned the human skeletal system. The learning here is real and long lasting!

Mrs. Reed, with help from the 6th-grade team, made this quilt for Sherriff Bill Wolfgram. Sherriff Wolfgram has taught DARE to our students for 25 years. We appreciate his commitment and efforts to make a difference in our students and community.
Our TAG program recently had two students win awards. These students are:

State Winners:
CJ Huffman (5th Grade) - 1st place in poetry - “The Music World”
Lily Giddings (6th Grade) - 2nd place in poetry - “French Horn”
3rd place in creative writing - “Through Another’s Eyes”

The following pictures are of some fine arts instruction at West Elementary. The first is a picture of Mrs. Lang and a band student practicing his individual lesson. The middle picture is of Ms. Parker and a 5th grade general music class. And the bottom picture is of some 3rd grade students at the recent Spring Choir Concert directed by Mr. Dalton. These are common sites at West Elementary. The time and energy to make a great band/vocal music department doesn’t start at the JSH. Thank you to Mrs. Lang, Ms. Parker and Mr. Dalton for their hard work and dedication to our fine arts programs which enable our students to have the great foundations to become successful at the JSH.
This is just a glimpse of the great things happening at West Elementary. Thank you for supporting our staff and students! Please feel free to stop in and take a look for yourselves. We would love to share about the difference we are making in our students' lives.

Respectfully,

Dewey Hupke
Principal, West Elementary
Staffing at East/ECC

Music- I will be scheduling interviews for music on April 20th. Mr. Barloon, Mrs. Lang, Ms. Parker, Mr. Hupke, Mrs. Pogue, and Mrs. Bonefas will be on the interview committee. We had 19 applicants total.

Counseling- I will be going through applicants this week and look to interview soon. We had 9 applicants for a half time position.

**This is impressive that we have had this much interest in our district!

April 15th

We have one 1st grader that has been diagnosed with diabetes this year. In efforts to show our support, Teri Schloss (school nurse) has organized a day for students to wear all blue and raise money. Our goal is $250.

---

**JDRF One Day, One Dollar**

**Wear Blue for Diabetes**

**Friday, April 15th**

Your child will be participating in a special service fundraiser benefiting JDRF, the world’s largest charitable fundraiser and advocate for type 1 diabetes research.

Wear blue in support of type 1 diabetes and help us find a cure! It could be blue jeans, blue shirts, blue socks, blue shoes, or all of them at once!

Our school’s goal is to raise $250 for research to cure T1D, a deadly and debilitating disease that affects 1.25 million Americans, including over 200,000 youths. Some of these children are right in our own community! It’s time to find a cure, and we are dedicated to help make that happen.

---

Professional Development

This last month the East/ECC staff took some time to reflect on our purpose and progress we have made this year. Here were our talking points:

*Do I have a vision of what I expect my students to achieve?*

- What is our vision for our students?
- What will my students achieve
- How high will my students soar?
- Can I envision where my students will wind up as a result of my teaching?

Schools that have a collective vision of excellence have a MUCH greater chance of attaining success than those that don’t.

*Do I see myself as the number one determinant of the success or failure of my students?*

This is a powerful question that I have struggled with throughout my career. To say that and mean it is a game changer. Think if EVERY adult in the district believed this and acted accordingly.
We had some special guests come over from the Jr/Sr High to model to the kids what good effort and attitude look like and what poor effort and attitude look like. Coach Doyle and the student-athletes really got the kids excited.

Career Days
Each grade level has had guests come into their rooms to discuss careers with the kids. There has been a variety of careers showcased from restaurant management to hair stylist. These kids had a great time.
April has been off to a fast start with a lot of activities happening in our school. Spring sports are just getting into competitions while activities were performing at state and all-state. However, spring weather has been providing its challenges and everyone has had to work together to be flexible.

**Track:** The boys' and girls' track teams have been busy as they are now into the outdoor season. The boys placed 3rd in the home invitational with Ryan Adams, Ryan Peyton, and Jake Crawford all winning events. The girls have participated in meets at Waverly and West Delaware. They have had their meet at Jesup cancelled. The track teams are both performing well this season and continue to improve their times as the season goes along.
**Tennis:** The tennis teams have also been battling the weather and have had to battle the wind and cold. The tennis teams each have good numbers and are able to bring JV players along with the Varsity. The girls have had two home meets so far while the boys have not yet played at home. Opposing teams have commented on how well they like the courts.

**Soccer:** The boys' soccer team is off to a 3-1 start this year including a win against Western Dubuque in the snow and wind. They have been playing much better this year. It is really exciting to see as the guys have put in a lot of hard work in the offseason to improve. It is great to see that hard work pay off for our coaches and players.

**Golf:** Boys' and girls' golf teams have braved the weather in their meets but have also had some meets cancelled or postponed because of weather, burned down clubhouses, and in the boys' case, frozen greens.

**Musical:** Anything Goes went well. Mr. Barloon and the cast did a great job again this year. Our musical really is a special event. It really highlights the talent that we have in our school and community.

**Jazz Orchestra:** Jazz Orchestra came in third place at the Iowa Jazz Championships while the Jazz Ensemble finished as a participant. It is truly a great accomplishment to have two separate bands qualify for the Jazz Championships.
Instructional Coaches and Teacher Leadership Grant

I have spent much of my month working through the plan and getting the instructional coaches prepared for their new roles. On April 8th, the coaches (Angie Bonefas, Lori Kurt, Kay Reidy, and Michael Doyle) and I visited Hudson and Waverly School Districts to learn about how their coaches structure their days. Both schools were great to talk to and have two very different models. Our coaches were able to ask questions and build a network for them to have next year. Both districts commented on how Independence is ahead of where they were in their planning last year. I am confident the coaches will be able hit the ground running in the fall.

On April 12th, the Administrative Team and Instructional Coaches headed to Des Moines for a planning date. Below was the purpose for the day:

Purpose:

- To deepen knowledge of the change process in order to support all school personnel in a teacher leadership system.
- To engage in collegial conversations that focus on integration and alignment of educational improvement efforts that will be impacted by the teacher leadership system in order to support these efforts in a systematic way.
- To establish/revise/revisit the district's vision for the teacher leadership system and determine/revise/create a communication plan that allows the district to set goals and action steps to carry-out the vision.
- To create structures and schedules conducive to collaboration and professional learning that will allow for the teacher leadership system to be impactful

It was a productive day of planning.
April 18, 2016

April is extremely busy starting with the State 1:1 Conference and working through MAP testing.

I was able to go to the Technology Leadership conference as part of the State 1:1 conference this year. The speaker had many good things to talk about as we work on our revised District Technology plan. The conference was excellent and timely for our district. We will plan to attend again next year.

I continue to work on the registration process for 2016-2017. On April 18, I meet with the building secretaries and nurses. I have already turned on eRegistration in PowerSchool and several families have updated their demographic information. Registration for 2016 will not officially open until August 1, 2016. We continually are working to have more parents create PowerSchool family accounts to use for registration. Currently, eRegistration is only for demographic information.

A big project in April is the ordering the 1:1 Learning Initiative equipment for the upcoming school year. The focus this year is East and West.

Here is the general breakdown of equipment:

- The remaining staff will receive a new computer
- East will be replacing their media center computer lab and ordering additional iPads for classroom use
- West will be installing a classroom audio system similar to East. West will also be ordering Chromebooks to help move closer to a mobile cart of computers per classroom.
- JSH will not be on cycle this year.
- I also ordered networking equipment to stay ahead of classroom Internet needs.

Sincerely,

Stephen B. Noyes
Director of Technology
Report to the Board of Education
Food Service
April, 2016
Annette Harbaugh, Director of Food Service

We are starting to interview for a Head Cook/Kitchen Manager for the JSHS. Hopefully we can get she/he in before the end of the school year. It will be helpful to get some training done so that person will be ready to start the new year and to also help with summer freezing of produce.

I’m working with Chad to redesign the West Elementary serving line. Chad and his team feel they’ll be able to get the project done over the summer break. He will also be putting a drinking fountain in the commons area for the kids to drink water during lunch.

Each school has set its Track & Field day. East Elementary will be on May 13th. West Elementary will be on June 1st which is also the last day of school. We will plan a picnic meal on these days. Hopefully the weather will cooperate.

2016/2017 Bid letters will go out next week so we can get approval at the May board meeting.

Respectfully,

Annette Harbaugh, Director of Food Service
We have the water on at the track and have the track ready to go for the spring and summer.

We had to replace a bunch of shingles on the roof of the concession stand.

We are putting all the snow moving machinery away and getting the mowing equipment ready.

We will be spending most of our time at the new baseball/softball field. We will be working on various projects out there to get us ready for the upcoming season.

We put a new compressor for the outside sprinkler system to bring it up to code.

Chad Obrien
Brandon Skinner has been busy getting busses ready for the upcoming inspection on April 13th.

The IPTA will be hosting a regional meeting in Independence on April 14th. There will be 8 schools represented in our region.

We’ve been busy with spring activities. There are lots of busses and vans going out. On some days we will not have a bus left in the lot due to so many activities on one day.

We have hired a new substitute driver.

The bus has been ordered from School Bus Sales and should be here sometime in May.

We will be ordering another bus after July 1st with the same bids as last month.

**School Bus Sales Bids**

2017-84 passenger with luggage-$95,894.00

2017-84 passenger w/o luggage-$92,952.00

**Thomas Bus Sales Bid:**

2015-84 passenger with luggage-$100,975.00

I would like to go with the 84 passenger bus with luggage from School bus sales for the price of $95,894.00. This bus would be an activities bus and would help out with transporting pads for football. Band would also be using the luggage area.

I have been working on the custodial supply list and hope to have the bids out at the end of the month for the year.

Kim Chesmore
This is the list of May 22nd, 2016 graduate candidates submitted for School Board approval. These students will receive a diploma, if they have earned the required credits.

<table>
<thead>
<tr>
<th>January Graduates</th>
<th>March Graduates</th>
<th>BCSC Graduates</th>
<th>Home Schooled</th>
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</thead>
<tbody>
<tr>
<td>Briner, Zoey</td>
<td>Bloom, Jennifer</td>
<td>Ackerman, Ashley (East Buchanan)</td>
<td>Kremer, Reagan <strong>Not receiving UHS diploma</strong></td>
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<tr>
<td>Johnson, Starr</td>
<td>Lyon, Kieley</td>
<td>Beau, Dustin</td>
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<tr>
<td>Lampe, Luke</td>
<td>Meiborg, Autumn</td>
<td>Coleman, Wytney (March Graduate)</td>
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<td>Miller, Seth</td>
<td>Worthy, Zachary</td>
<td>Corcoran, JaeLynn (Jesup)</td>
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<tr>
<td></td>
<td></td>
<td>DeMuth, Breanna (Jesup)</td>
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<td></td>
<td></td>
<td>Decker, Shayla</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fogle, Neal (East Buchanan)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Meister, Austin (March Graduate)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Trusty, Hunter</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>West, Gage</td>
<td></td>
</tr>
</tbody>
</table>

| McMartin, Lane                    | Monaghan, Shane                 | Ratchford, Alysha               | Van DeWalle, Sarah    |
| McMillan, Matthew                 | Myers, Alissa                   | Rathbun, Samuel                 | Van Alst, Kirsten    |
| Meyer, Eric                       | Norris, Alek                    | Rosauer, Leah                   | Vargo, Ashley        |
| O'Brien, Drew                     | Ohl, Matthew                    | Ryan, Eliott                    | Vest, Hayden         |
|                                   | Ohl, Mitchell                   | Stacy, Grace                    | Walker, Deonte       |
|                                   | Oien, Hope                      | Staker, Hope                    | Wieland, Jay         |
|                                   | Petersen, Hannah                | Steger, Nicholas                | Wolf, Jacob          |
|                                   | Peyton, Ryan                    | Steger, Keaton                  |                        |
|                                   | Pink, Spencer                   | Stiner, Keaton                  |                        |
|                                   | Porter, Derek                   | Stiner, Paige                   |                        |
|                                   | Price, Jenna                    | Tegtmeyer, Travis               |                        |
|                                   | Ratchford, Alysha               | Thedens, Ross                   |                        |
|                                   | Rathbun, Samuel                 | Thompson, Mark                  |                        |
|                                   | Rosauer, Leah                   | Trussell, Jessica               |                        |
|                                   | Ryan, Eliott                    | Upadhyay, Ashish                |                        |
|                                   | Schanbeck, Karri                | Van Alst, Kirsten               |                        |
|                                   | Schwartzing, Jacey              | VanDeWalle, Sarah               |                        |
|                                   | Seedorff, Jonathan              | Vargo, Ashley                   |                        |
|                                   | Silver, McKenna                 | Vest, Hayden                    |                        |
|                                   | Stacy, Grace                    | Walker, Deonte                  |                        |
|                                   | Staker, Hope                    | Wieland, Jay                    |                        |
|                                   | Steger, Nicholas                | Wolf, Jacob                     |                        |

**Not Receiving UHS Diploma:**
- Kremer, Reagan

Sharon Frye, Guidance Counselor  Bret Adams, Guidance Counselor  Susan Johnson, Guidance Secretary

April 04, 2016
Independence Community School District
TRAVEL REQUEST FORM

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

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

Requested By: D. Meyer
Date: 1/10/16

Check One: Professional Leave __________________________ Educational Field Trip __________________________

Purpose of Leave/Field Trip: PLC Conference

Dated of Meeting/Trip: 4/20 - 6/23

Departure Date: 4/20 Date Returning: 6/23

Sponsoring Organization __________________________

Meeting Held At: Minneapolis MN

(City) (State)

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

If yes, please explain __________________________

Are you being reimbursed by any other group or organization for any expenses or receiving a stipend for attending this meeting? Yes X No

If yes, please explain __________________________

Rational for Attendance Training

Others in the District who you know are going to this meeting or convention? John Howard, Dewey Hyde, Erin Barnsitter, Michael Dayton, Angie Burford, Lan Kurt, Danielle Meyer

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

Is this meeting/in-service applicable to any of our special school projects (i.e. Eisenhower, School-to-Work, Title I, etc. or are you requesting it to be paid by the General Fund? __________________________

__ Activity Fund __ General Fund Code(s): __________________________

**Estimated Cost:**

Transportation – (See Administration Office for current cost per mile.) $____

Check One: X School Vehicle Public Transportation Own Vehicle

Meals $900.00

Lodging $3000.00

Registration Fee $1450.00

Cost of Sub $____

Other $____

TOTAL $8243.00

Immediate Supervisor __________________________ Date: ______________

Superintendent of Schools __________________________ Date: ______________

(Overnight or out of state trips ONLY)

Approved by Board of Education __________________________ Date: ______________

(Outside 200 mile radius & out of Iowa ONLY)

Date Returned to Employee by Central Office __________________________
Independence Community School District
TRAVEL REQUEST FORM

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

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

Requested By: D. Meyer Date 2/10/10

Check One: Professional Leave Educational Field Trip

Purpose of Leave/Field Trip: PLC Conference

Dates of Meeting/Trip: 8/4 - 8/5

Departure Date: 8/4 Date Returning: 8/5

Sponsoring Organization

Meeting Held At Lincolnshire (City) IL (State)

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

If yes, please explain:

Are you being reimbursed by any other group or organization for any expenses or receiving a stipend for attending this meeting? Yes No

If yes, please explain:

Rationale for Attendance: Training

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

Who are you coordinating your travel expenses/plans with? None

Is this meeting/in-service applicable to any of our special school projects (i.e. Eisenhower, School-to-Work, Title I, etc. or are you requesting it to be paid by the General Fund? __________ Activity Fund X General Fund Code(s):

Estimated Cost:
Transportation - (See Administration Office for current cost per mile.) $ 54 x 480 = $259.20 (200 mile radius & inside Iowa ONLY)

Check One: X School Vehicle School Vehicle

Meals $ 75.00

Lodging $ 315.00

Registration Fee $ 669.00

Cost of Sub $ 1194.00

Other $ 0

TOTAL $ 1248.00

Immediate Supervisor: D. Meyer Date 2/10/10

Superintendent of Schools Date 3/9/10

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

Date Returned to Employee by Central Office
Roger Barloon  
Independence Jr/Sr High School  
April 7, 2016  

School Board Members;  

For the past several years the vocal music students have taken a trip to Chicago. The main purpose of the trip is to expose students to professional theater. Shows we have seen in the past include, “The Lion King”, “Wicked”, Phantom of the Opera” “Peter Pan” and “The Blues Brothers Revival” This is a weekend trip usually in May, but what is playing and when determines when we go. This year we would like to see “Chicago the Musical” the weekend of May 13 - 15.  

The cost of the trip is $225 per person. Students can use fundraised money to pay for the trip so everyone has an opportunity to go. In the past we have averaged about 50 people, including chaperones. We leave after school on a Friday and return on Sunday so no school is missed. A chartered bus takes us on the trip so there is no cost to the district.  

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

Thank you for your consideration,  

Roger Barloon
Independence Community School District

TRAVEL REQUEST FORM

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

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

Requested By: Roger Barlow  Date 4/6/16

Check One:

- Professional Leave
- Educational Field Trip

Purpose of Leave/Field Trip: **See a Broadway show in Chicago**

---

Dates of Meeting/Trip: 5/13/16 - 5/15/16

Departure Date: 5/13/16  Date Returning: 5/15/16

Sponsoring Organization: Choir

Meeting Held At: Chicago (City)  Ill (State)

Will this workshop allow you to apply for and receive graduate credit? 

- Yes X
- No

If yes, please explain ____________________________

---

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

- Yes X
- No

If yes, please explain ____________________________

---

Rational for Attendance: **Expose students to professional theater**

---

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

---

Who are you coordinating your travel expenses/plans with? **I am planning the trip**

Is this meeting/in-service applicable to any of our special school projects (i.e. Eisenhower, School-to-Work, Title I, etc. or are you requesting it to be paid by the General Fund?  

- No X

- Cost to the district

---

Activity Fund  General Fund  Code(s):

---

Estimated Cost:

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Transportation</td>
<td>$</td>
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<tr>
<td>Meals</td>
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<tr>
<td>Lodging</td>
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<td>Registration Fee</td>
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<tr>
<td>Cost of Sub</td>
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<td>Other</td>
<td>$</td>
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<tr>
<td>TOTAL</td>
<td>$</td>
</tr>
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---

Immediate Supervisor: ______________________  Date: 4/6/16

Superintendent of Schools: ______________________  Date: 4/11/16

Approved by Board of Education: ______________________  Date: 4/11/16

(Outside 200 mile radius & outside Iowa ONLY)

Date Returned to Employee by Central Office: ______________________
Roger Barloon
rbarloon@independence.k12.ia.us
319-332-0724

Roger,

This letter is a confirmation that the Chicago Marriott Schaumburg is holding a block of rooms for the Independent High School Choir Room Block. The following chart explains the number of rooms we are holding on each day at a discounted room rate of $89.00 per night.

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Double Rooms</th>
<th>Total Rooms</th>
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<tbody>
<tr>
<td>5/13/2016</td>
<td>Fri</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>5/14/2016</td>
<td>Sat</td>
<td>15</td>
<td>15</td>
</tr>
</tbody>
</table>

*Breakfast included up to 4 per room at $113.00 per night

The rooming list will be due by 5pm, Friday, April 22nd 2016 for the attendees to make reservations. At that time, all unreserved rooms in the block will be released for general sale. Current room tax is 15%.

Method of reservations: Rooming List

Method of payment: Room and Tax to Master

Concessions: 1 complimentary sleeping room with 15 rooms booked

If all terms of this letter are agreeable, please sign and return to me by fax at 847.240.0120 or by email to todd.conrad@marriott.com

To make reservations for the Event, simply have attendees call our toll free number at (800) 228-9290 and refer to the Independent High School Choir Room Block provided to you. Your group code will be determined upon the signature of your contract.

If there is anything else I can do to be of assistance, please don't hesitate to give me a call (847) 240-3111
**Acceptance**

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<th>Client ID</th>
<th>INDEPENDHS</th>
<th>Charter ID</th>
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<tbody>
<tr>
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<td>Movement ID</td>
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<tr>
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<th>Chicago, IL</th>
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<tbody>
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<td>Arrival Date</td>
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<td>Single Journey</td>
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<tr>
<td>Vehicle To Stay</td>
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<td>Back Date</td>
<td>Sun 5/15/2016</td>
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<table>
<thead>
<tr>
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<table>
<thead>
<tr>
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<tr>
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**Group is responsible for one non-smoking hotel room for driver during overnight stays.**

The price of this trip is based on the information given at the time of booking. If actual miles or hours exceed the original itinerary, additional charges may apply. A deposit of $250.00 or 10% of the total charter price, whichever is greater, is due within 21 days of booking. The balance & itinerary are due 21 days before departure. I have checked all the details above and agree they are correct. By signing below, the chartering party agrees to all terms on page one and two of this contract.

**Signature**

Coach Manager  Printed: 4/7/2016 12:37:36 PM
chartering party is responsible for providing our driver with a single, non-smoking motel room on overnight trips unless otherwise specified. 3) The chartering party is responsible for all parking, ferry, and entrance fees incurred on this trip. 4) Driver's gratuity is not included in this price (suggested gratuity is 10% of the charter price). If we do not receive full payment and a final itinerary 21 days prior to your trip, we reserve the right to release your motorcoach. Charters booked less than 3 weeks prior to departure must be paid in full at the time of booking.

TAX: There is no sales tax on charter bus service, except in South Dakota where a 4% tax is mandatory for intrastate charters.

RESPONSIBILITY: Windstar Lines, Inc. shall not be liable for delay or non-performance resulting from road failure, road or weather conditions, labor difficulties, or any other cause beyond their control. Our maximum liability under any circumstance is the cost of this charter.

AMENITIES: Amenities on the coach such as radio, CD player, DVD player, PA system, restroom, etc. are provided as a service to our customers. Should a specific amenity be unavailable or inoperable, Windstar will not be liable for its availability or performance.

DAMAGE & INDEMNITY: The chartering party will be liable for any damage to the bus or its contents that is caused by the passengers. Only Windstar Lines motorcoach operators will be allowed to open and close luggage doors. The chartering party agrees to be responsible for any and all loss, cost, damage and expenses occasioned by, or arising out of any accident or other occurrence that is found to be the fault of the chartering party including but not limited to negligence and intentional acts. This includes anything due directly or indirectly to the use of alcohol by the chartering party or any of its members.

CARRIER: Windstar Lines, Inc. reserves the right to use leased equipment, or lease from another carrier to fulfill this agreement.

FOOD & BEVERAGE: With the exception of sunflower seeds, food and non-alcoholic drinks are allowed on the motorcoach. Canned beer is the only alcoholic beverage that may be consumed on the motorcoach. However, special permission from our office is necessary and we do require a $250.00 refundable damage & cleaning deposit.

TOBACCO: Use of cigarettes or chewing tobacco is strictly prohibited while on any Windstar Lines motorcoach.

VIDEO or MUSIC: DVD players are available on all motorcoaches. Use of the video or music systems is included at no extra charge. The chartering party understands that Windstar does not broadcast, distribute or cause to be performed any music, video or other intellectual property. The chartering party agrees to supply their own movies or music and assumes any copyright or licensing issues associated therewith. Satellite TV and/or WIFI is also available on some coaches for an additional charge.

FUEL SURCHARGE: Due to the volatile price of diesel fuel, please note our fuel surcharge policy. If the price paid per gallon at the time of your trip is $3.48 to $3.98, there will be a 3% surcharge, if between $3.99 and $4.48, there will be a 6% surcharge, if between $4.49 and $4.98, there will be a 9% surcharge, if between $4.99 and $5.48, there will be a 12% surcharge, and the same percentage increase every $0.50 increase in cost.

SAFETY: The chartering party agrees to respect our professional motorcoach operator's decision regarding road conditions, equipment, and safety. Federal regulations allow motorcoach operators to be on duty 15 hours per day, including a maximum of 1 hour off duty before coming back on duty. Driver will need time to fuel and pre and post trip his motorcoach.

NIGHT DRIVING: Windstar Lines motorcoach operators are required to take Night Drive Safety Stops between the hours of midnight and 6am. Your safety and our operators' safety is our highest concern. This stop is aimed at fighting any fatigue a driver may experience during night drives.

ACCOMMODATIONS FOR THE DISABLED: Any group or passenger who requires an ADA accessible motorcoach is requested to inform us at the time of the reservation, and must notify us no later than 48 hours prior to the charter's departure.

LOST ITEMS: Windstar Lines, Inc. is not responsible for luggage or personal items left inside the motorcoach or underneath in the luggage bay.

WEAPONS: Weapons, whether concealed or un-concealed, are not allowed on the motorcoach at any time.

LUGGAGE: Windstar Lines motorcoach operators are trained to handle and load luggage up to 50lbs. Anything over 50 lbs. is the responsibility of the chartering party. Please pack accordingly.

CANCELLATION POLICY: A full refund will be made if notice is given 30 days from departure date. A penalty of $250.00 or 10% of the charter price (whichever is greater) will be charged between 29 and 3 days. Within 72 hours of departure, 100% of the total charter price will be assessed to the chartering party.

ADVERSE WEATHER CONDITIONS: The above cancellation fees will be waived in the event of adverse weather conditions if the charter is rescheduled within one year of original booking with Windstar Lines. In the event the trip is cancelled after our operator has left our terminal, the chartering party will be assessed the miles he or she has traveled at our current deadhead rate plus any other expenses incurred.

AGREEMENT: Windstar Lines, Inc.'s commencement of performance, receipt of partial or full payment, or acceptance of this Acceptance in any manner shall conclusively evidence agreement to this Acceptance and Terms & Conditions as written.

PAYMENT TERMS: A deposit of 10% of the charter price or $250.00 (whichever the greater amount) is due within 21 days of booking. The price of your charter is quoted as a cash price. Preferred method of payment is: company check, cash, wire or electronic transfer. There will be a 3% convenience fee on any other form of payment. Payment is due 21 days prior to departure.

Contact Information: MAIL: Windstar Lines, Inc. P.O. Box 786 Carroll, IA 51401 FAX: 712-792-9615 Email: Info@gowindstar.com

AFTER HOURS: 712-830-6618 Please refer to your Charter ID number on all correspondence. Thank you and enjoy your trip!
Credit Card Authorization Form

1. Complete form with credit card billing information
2. Sign where indicated
3. Submit this form back to Windstar Lines by fax or email
4. A clear copy of the front and back of the credit card must accompany this completed form
5. Note: A 3% convenience fee will be added for all credit card payments
6. Payment in full due 21 days prior to departure

Today's Date: ____________________________ Charter Contract #: ____________________________

Cardholder Name (as it appears on credit card): ________________________________________________

Cardholder Card (check one): □ VISA □ MasterCard

Credit Card Number: ____________________________

Expiration Date: __________/__________ CW Number: __________ (3-4 Digit Security Code on Back of Card)

Billing Address: ____________________________ City: ____________________________ State: __________ Zip: __________

Phone Number: ____________________________

Email Address: ____________________________

I authorize Windstar Lines to charge my credit card in the amount of:

Charter Amount: ____________________________

3% Convenience Fee: ____________________________

Total Charge: ____________________________

Signature: ____________________________
**GROUP ORDER**

<table>
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<tr>
<th>Show</th>
<th>Performance Date</th>
<th>Time</th>
<th>Venue</th>
<th># of Seats</th>
<th>Price Per Seat</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago The Musical</td>
<td>Sat, May 14, 2016</td>
<td>2:00 PM</td>
<td>Cadillac Palace Theatre</td>
<td>45</td>
<td>$18.00</td>
<td>$810.00</td>
</tr>
</tbody>
</table>

**FULL PAYMENT DUE**
Certified Check, Money Order, or Credit Card

Please sign and return the yellow copy with your deposit made payable to:

Broadway in Chicago

* Please enclose a separate check for each individual contract.

**IMPORTANT: PLEASE READ CAREFULLY**

Reservations are not guaranteed until receipt of non-refundable deposit. Ticket price is based on number of tickets ordered. A reduction in number of tickets may result in a higher price.

Payment is due on or before invoice due date indicated above. Reservations cannot be guaranteed if payment is late. **ONCE PAYMENT IS RECEIVED, TICKET ORDER IS FINAL - NO SUBSTITUTIONS, EXCHANGES OR REFUNDS.**

All orders are subject to the terms and conditions listed on the reverse side of this agreement. If you are unable to meet the terms of this agreement, please contact us immediately. We reserve the right to cancel this agreement if payment is not received as scheduled.
ACCOUNT NUMBER: 204/2913
Show Name: Chicago the Musical
Theatre Name: Cadillac Palace
Group Name: Independence Jr./Sr High School
Performance Date and Time: 5/14/16 2:00 PM

CREDIT CARD INFORMATION:
Card Type: MasterCard  Visa  American Express  Discover  (Circle One)
Name as it appears on card: ________________________________
Card Number: ________________________________
Card Security Code: ________________________________
Expiration Date: ________________________________
Billing Street Address: ________________________________
City: __________________ State: _____ Billing Zip Code: ____________
Card Holder's Phone #: ________________________________

AMOUNT TO BE CHARGED: Deposit  Balance  Full Payment  (Circle One)

TOTAL CHARGED: $______

I verify that I am an authorized signer of the above credit card and that I am also authorized to enter into this agreement on behalf of the above organization. Customer/card member acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the card member agreement with the issuer. I understand that this is a final sale and there are no refunds, exchanges or credits. We reserve the right to discontinue credit card services with any group sales client.

Client Signature X __________________________ Date __________________
Print Name ________________________________

**Please sign and return copies of both the front and back of your Group Sales contract with this Credit Card Payment Form to complete the order and payment.

17 NORTH STATE STREET, SUITE 810, CHICAGO, IL 60602 • PHONE: 312-977-1710 • FAX: 312-977-0519

CADILLAC PALACE THEATRE • THE PRIVATEBANK THEATRE • ORIENTAL THEATRE
AUDITORIUM THEATRE OF ROOSEVELT UNIVERSITY • BROADWAY PLAYHOUSE AT WATERTOWER PLACE
A group sales contract is available only to a group containing ten (10) or more individuals requesting tickets at the same price for the same performance.

Groups of 10 – 39 will require a full payment within three (3) weeks of customer's receipt of contract as determined by Theatre records.

Groups over 40 a nonrefundable deposit of at least twenty-five percent (25%) of the total payment due must be received within two (2) weeks of the customer's receipt of the Group Sales Contract as determined by the Theatre records. Reduction in number of tickets ordered must be made 30 days prior to final payment date. The balance of the total order is due 2 months before the date of the requested performance regardless of the amount of tickets ordered. In the event that a ticket order is placed within three weeks of a performance, then full payment must be made immediately upon execution of the Group Sales Contract by certified check, cashier's check or money order.

Please note multiplicate individual checks are not accepted for group payments. Credit card payments are accepted.

If the Group fails to make any payment when due, all tickets may be released by the Theatre for public sale. The Theatre may retain, as liquidated damages for the Group's breach of this agreement, all monies paid by the group to the Theatre hereunder.

Paid tickets will not be released and mailed until 8 weeks prior to the 1st scheduled performance. Tickets will be sent by priority mail to the Group within 3 weeks of the full payment as set out herein; however, in circumstances where full payment is received within 30 days of the event date on the face of this agreement, the tickets will be held at the box office of the respective venue for pickup by the Group on the day of the event. Any other method of delivery requires special arrangement with the Theatre and the Group agrees to be responsible for any additional charges in connection therewith. The Group assumes no responsibility for tickets lost or stolen while en route to the Group. The Group may not cancel or exchange tickets once any payment has been received. No reservation is guaranteed until deposit is received. No other verbal or written representations regarding the above are valid.

All group sales are subject to ticket availability. The Group understands and accepts that the priority of seat location assignments will vary by attraction, date and circumstances, and shall be sole discretion of the theatre. The Group agrees that this is a fair and equitable arrangement.

Ticket prices are based on the number of tickets ordered. Any reduction in number of tickets ordered may result in a higher ticket price and/or additional per ticket handling charge. Seat locations released due to reduction in group size may be determined by Broadway In Chicago.

In the event that a scheduled performance is canceled for any reason, payment will be refunded in full or reservations may be transferred to another performance if tickets are available and the group is in agreement. In the case of inclement weather, it is our policy to fulfill the scheduled performance obligations. The Group agrees that should a performance be canceled, the Theatre shall not be liable for any damages in excess of the amount actually paid for tickets under this Group Sales Contract and that the theatre shall not be liable for any other damages incurred by the Group or any of its members resulting from changes in the show date, time of performance or ticket prices, whether or not the Group attends the performance.

No tickets purchased pursuant to this Group Sales Contract may be resold for any amount other than the price printed on each ticket without the express written permission of the Theatre. Tickets acquired hereunder may not be resold, transferred or distributed to any ticket broker or any other person or entity for resale. The Theatre reserves the right to deny admission to any person seeking admission with a ticket obtained in violation of the terms of this paragraph. The theatre further reserves the right to seek recovery from the group for all damages incurred by the Theatre as a result if any breach of this paragraph together with attorney's fees and other reasonable expenses incurred by the theatre in collecting such damages. However, in no event shall the amount of damages be less than five (5) times the price printed on the face of each ticket obtained in violation of the terms of this paragraph. Should it come to the attention of the Theatre management that anyone in the group is a ticket broker, all current and future orders may be canceled without notice or justification of action.

Any advertising by the Group relating to the purchase of tickets under this Group Sales Contract is subject to the express written approval of the Theatre. In the event of any unauthorized advertising, the order may be canceled without notice at the sole discretion of the Theatre.

No order will be accepted unless this Group Sales Contract has been executed by an officer of the Group. Payment of the deposit and/or execution of this Group Sales Contract indicates that the undersigned has received a copy of the Group Sales Contract and understands and accepts the terms and conditions contained herein.

This constitutes approval for use of all contact information including: address, phone, fax and e-mail in connection with this contract regarding this booking, future Broadway In Chicago or sponsor / partner related advertising.

This contract constitutes the entire agreement between the parties. There are no other oral representations or understandings modifying any of the terms of this agreement. The terms of this agreement can be altered only with the written consent of the Theatre.

Theatre reserves the right, in its sole discretion, to refuse to take group sales orders from any group or individual for any reason whatsoever, subject to applicable law.

ACCEPTED:

Print Name

E-mail Address

Signature

Date
AGREEMENT FOR FOOD SERVICES OPERATIONS

Between
KIDSVILLE
1009 1st Street West
Independence, IA 50644
And
INDEPENDENCE COMMUNITY SCHOOL DISTRICT
1207 1st Street West
Independence, IA 50644

Kidsville and Independence Community School District (ICSD), hereby enter into an Agreement PURSUANT TO chapter 28E of the Code of Iowa under the following terms and conditions:

1. Kidsville is a Private Childcare Facility.
2. Independence Community School District, is a public school, operating pursuant to the Code of Iowa.
3. Kidsville will provide food service operations for students and staff for the Independence Community School District at the Early Childhood Center as follows:

   A. Kidsville will purchase and transport all food, milk and supplies for the day to day operations of the food service program.
   B. Kidsville staff will clean and sanitize their own kitchen equipment. ECC staff will be responsible for cleaning and sanitizing the eating areas in their classrooms.
   C. ICSD will continue to own all meal serving equipment (containers, trays, utensils, silverware, etc.) and will allow Kidsville to use this equipment, at no cost to Kidsville.
   D. Any and all repairs or replacement cost of existing meal serving equipment will be at Independence Community School District’s expense.
   E. Any and all upgrades to facilities or equipment as required by Iowa Department of Education, Iowa Department of Health or other State of Iowa regulatory agency will be at Kidsville’s expense.
   F. Pest control services (if required) will be at Kidsville’s expense.
   G. ICSD-owned silverware, plates and other miscellaneous serving equipment will be replaced as necessary if damaged or broken during food service operations.
   H. Kidsville personnel will not have access to the eligibility status of ICSD’s students.
   I. Independence Community School District will maintain and install (if necessary) storage cabinets in each classroom at ECC that receives meals. ICSD-owned serving equipment will be cleaned and sanitized in Kidsville’s kitchen and then returned to ECC’s storage cabinets each day. The cabinets should be secured and restricted from other students, staff or other persons who may rent and/or use ICSD facilities.
   J. Supervision of students during lunch will be provided by ICSD/ECC staff.
K. Kidsville will write a menu for ECC meals in compliance with NSLP meal standards. NSLP and Iowa Department of Education guidelines for providing meals for those who require a special diet will be followed by Kidsville. The menu will be posted daily in the lobby of ECC, where parents can clearly view it. Whenever possible, ICSD will give Kidsville at least 10 calendar days notice whenever a change needs to be made to the lunch schedule or the menu. Kidsville will inform ECC teachers and secretaries ahead of time, if possible, of any menu changes so that ECC parents may be informed. Kidsville will also have to follow the 4-year-old preschool meal guidelines for those 3-4 year-olds attending ECC.

L. Free and reduced meal applications for ICSD students will be processed and approved by ICSD Food Service Director. Applications will be filed in the food service office at ICSD.

M. ICSD will apply for and receive all State and Federal reimbursements for the food service department. ICSD and Kidsville will establish a detailed procedure for accurate collection of reimbursable meal counts each day, following all NSLP guidelines. The cost of meals that are provided by Kidsville to ECC students will be the same as the cost charged to all ICSD students. Independence Community School District will collect all money received from ICSD students. All checks should be made payable to ICSD.

N. Kidsville will invoice ICSD by the 6th of each month, and ICSD will include this in the Board bills, approved by the ICSD Board of Education at its monthly regular meetings. ICSD and Kidsville will be responsible for checking the accuracy of meal counts before the invoice is submitted to the ICSD board for payment.

O. Payment from ICSD to Kidsville will be decided upon and the agreement would then need to be approved by the ICSD School Board and the Kidsville Board in July of 2015, so the agreement can be in place before classes begin in August. The agreed amount of payment from ICSD to Kidsville for meals prepared and served at ECC for the 2016-2017 School year will be $2.45 per lunch and $1.50 per breakfast.

P. ECC will be considered by the Bureau of Nutrition, Health and Transportation Services, to be an ICSD Food Service Site.

Q. ICSD families will be allowed access to food service related benefits such as district website, access to meal accounts, online payment processing, nutritional information, etc.

4. Kidsville will serve meals to ECC students only on school days as stated on ICSD/ECC official school calendar.

5. Kidsville will provide:

   A. Experienced Food Service Director and assistant will oversee the food service operation at Kidsville.

   B. Commercial general liability insurance policy covering the food service program and its employees for the term of this agreement. Such policy shall name ICSD/ECC as additional insured. The minimum limits of said policy shall be one million dollars ($1,000,000).
6. The term of this Agreement shall be for one school year starting August 23, 2016 and ending on the last day of school that meals are served in 2017. The agreement will need to be re-evaluated and renewed at the end of each (1) school year period, and approved by the ICSD School Board and the Kidsville Board.

7. This Agreement shall terminate automatically should either party cease to exist in its current form, or an alternative form, eligible under the laws of this state to enter into an agreement for educational programming though the State of Iowa, and its agencies and political subdivisions.

8. If any provision of the Agreement, or any covenant, stipulation, obligation, act or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and such other provisions shall remain in full force and effect until the end of the agreement.

9. Should this agreement terminate, and Independence Community School District takes over control and operation of the food service program, all equipment and supplies purchased by Kidsville shall remain the property of Kidsville.

IN WITNESS WHEREOF, the parties being duly authorized by their respective Board of Directors have caused this agreement to be executed on the dates set out below.

Independence Community School District, 1207 1st Street West, Independence, IA 50644

By: ____________________________ By: ____________________________
    Board President                  Food Service Director

By: ____________________________ Date: ____________________________
    Principal

Kidsville, 1009 1st Street West, Independence, IA 50644

By: ____________________________ By: ____________________________
    Board President                  Director

By: ____________________________ Date: ____________________________
    Food Service Director
Cooperative Sharing Agreement
2016-2017

SCHOOL DISTRICT: Independence Community Schools

Independence Community Schools, hereafter referred to as the “home district”, agrees to share men’s swimming with the Cedar Falls School District during the 2016-2017 school year. As part of this agreement, the following understandings are accepted:

1. All expenses for coaching and for transportation to away meets will be the responsibility of the Cedar Falls School District.
2. Transportation to Cedar Falls for practice or meets is the responsibility of the participant or home district.
3. The home district agrees to pay $50.00 to the Cedar Falls School District for each participant from its district.
4. All participants will be in good standing and meet eligibility requirements as stipulated in the policies of the home district governing extra-curricular activities. Any disciplinary action resulting from violations of good conduct will be administered in accordance with the policies of the home district.
5. All participation awards (letters, certificates, etc.) will be the responsibility of the home district.
6. Personal equipment such as swim suits and swim caps, etc., will be the responsibility of the individual athlete. All other supplies and equipment will be provided by the Cedar Falls School District.

__________________________________________ -- Independence Community Schools
Superintendent of Schools

__________________________________________ -- Independence Community Schools
President, Board of Education

__________________________________________ -- Cedar Falls Community Schools
Superintendent of Schools

__________________________________________ -- Cedar Falls Community Schools
President, Board of Education

Date ________________________________
We will be ordering another bus after July 1, 2016 with the same bids as last month.

**School Bus Sales Bids**

2017-84 passenger with luggage-$95,894.00

2017-84 passenger w/o luggage-$92,952.00

**Thomas Bus Sales Bid:**

2015-84 passenger with luggage-$100,975.00

I would like to go with the 84 passenger bus with luggage from School Bus Sales for the price of $95,894.00. This bus would be an activities bus and would help out with transporting pads for football. Band would also be using the luggage area.
INDEPENDENCE COMMUNITY SCHOOL DISTRICT

Independence, Iowa

MASTER CONTRACT

Agreement Between

Independence Educational Support Personnel
(Secretaries, Food Service, Paraprofessionals, Custodians)

and the

Board of Education

July 1, 2016 – June 30, 2017
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ARTICLE I
AGREEMENT

Whereas the Independence Educational Support Personnel and the Board of Education of the Independence Community School District have reached certain understandings, which they desire to confirm in this Agreement, the parties hereto agree as follows:

ARTICLE II
RECOGNITION

A. UNIT
The Board hereby recognizes the Independence Educational Support Personnel as the exclusive bargaining representative for the employees of the Independence Community School District as set forth in the Public Employment Relations Board (PERB) Order of Certification in Case Number 8250 issued on the 7th day of September, 2011.

B. DEFINITIONS
1. The term “Board,” as used in this Agreement, shall mean the Board of Education of the Independence Community School District or its duly authorized representatives.

2. The term “employee,” as used in this Agreement, shall mean all persons included in PERB Order of Certification in Case Number 8250 as amended.

3. The term “Association,” as used in this Agreement, shall mean the Independence Educational Support Personnel or its duly authorized representatives.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS
1. Grievance
   A grievance is a claim by an employee, or group of employees, within the bargaining unit or Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

2. Grievant
   A “grievant” is that person or persons or the Association making the claim.
B. PROCEDURE

1. Informal Procedure
In the event an employee or employees believe there is basis for a grievance, the employee or employees shall first orally discuss the proposed grievance with their immediate supervisor. If the Association is the grievant, a representative of the Association shall discuss the proposed grievance with the Superintendent.

2. Formal Procedure
If the Association is the grievant, and the oral discussion fails to resolve the proposed grievance, the Association shall proceed with Step Two of the Grievance Procedure, using the form set forth in Appendix A, which shall be signed by the Association Grievance Chair or President. If an employee or employees are the grievants, and if the oral discussion fails to resolve the proposed grievance, the following formal Grievance Procedure shall be followed, using the form set forth in Appendix A, which shall be signed by the grievant or grievants. The grievance form shall be available in the principal’s office or through the Association.

   a. Step One
   The grievant shall file the signed grievance form with his/her building principal within fifteen (15) school days of the alleged occurrence or within fifteen (15) school days of the time when the grievant, in the exercise of due care could reasonably have learned of the alleged occurrence. The grievant shall obtain the signature of his/her building principal on a copy of the grievance form, which copy shall be filed by the grievant with the Superintendent or his/her designee. The grievance form must be dated and state the nature and date of the occurrence giving rise to the grievance, the specific provisions of the Agreement violated, misinterpreted, or misapplied and a specific remedy requested. The building principal shall, within ten (10) school days of receipt of the grievance, indicate the disposition of the grievance in writing and a copy thereof shall be delivered to the grievant and to the Association. If a grievance filed is not a building specific grievance, the Grievant shall skip step one and proceed to step two.

   b. Step Two
   If the grievant is not satisfied with the building principal’s disposition of the grievance, or if no written disposition was made within the allowed ten (10) school days, a copy of the written grievance and a copy of the building principal’s disposition, if any, shall be filed by the grievant with the Superintendent within five (5) school days of said disposition or within fifteen (15) school days of the original filing date, whichever shall be later. Within five (5) school days of the receipt of the grievance, the Superintendent shall meet
with the grievant and discuss the grievance. Within ten (10) school days of said meeting, the Superintendent shall have delivered to the grievant and to the Association the written disposition of the grievance.

c. Step Three
If the grievant is not satisfied with the Superintendent's disposition, or if no disposition has been made by the Superintendent within ten (10) school days of the meeting, the grievant and the Association shall meet within five (5) school days of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the Association determines that the grievance is meritorious, the Association may submit the grievance to arbitration within five (5) school days after said meeting. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators. Within five (5) days of receiving the list, the parties shall meet and shall determine by lot which party shall have the right to remove the first name from the list. Thereafter at said meeting, the party having the right to remove the first name shall do so and the parties shall thereafter alternate in removing names from the list until one name remains. The person whose name remains shall be the arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association to hold hearings promptly and shall issue his/her decision no later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then the date the final statements and proofs on the issue are submitted to him/her. The arbitrator’s decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. All costs for arbitration shall be borne equally by both parties, with the exception that each party shall be responsible for any costs incurred or related to the respective parties’ participation in arbitration. However, any costs incurred because of a witness' participation in arbitration, including the cost to the school district for providing substitutes for employee witnesses, shall be borne equally by both parties.
3. If any employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

4. Right to Representation
A grievant may be represented at all formal stages of the Grievance Procedure by legal counsel of grievant’s choice and by a representative of the Association chosen by the grievant.

5. Meetings and Hearings
All meetings and hearings conducted in the formal steps of the Grievance Procedure shall be conducted in private and shall include only the grievant, the grievant’s representatives, the appropriate representatives of the Public Employer, and witnesses called by either party to the meeting or hearing.

6. Year-End Grievance
In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, the time limits set forth herein shall be reduced in such fashion so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. The grievant and the Board or its designee may agree to adhere to the time limits set forth in the formal Grievance Procedure in spite of the fact that the procedure cannot be completely processed by the end of the school year.

ARTICLE IV
ACCESS TO MEMBERS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Any person outside the official membership of the bargaining unit shall conduct his or her business before or after the regular workday as outlined in the contract.
ARTICLE V
PAYROLL DEDUCTIONS

A. DUES DEDUCTION
Pursuant to said written agreement, the District shall deduct one-tenth (1/10) of total dues from the regular salary check of employee each month for ten (10) months, beginning in September and ending in June of each year. (See attached Appendix C.) Employees who begin dues deduction after September shall have the total dues prorated on the basis of remaining months of employment through June. For purposes of this Article, the word “dues” does not include the collection of initiation fees, special assessments, back dues, fines or similar items. The District shall transmit to the Association the total monthly deduction for Association dues within fifteen (15) calendar days after each monthly deduction.

B. INDEMNIFICATION
The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any claims, costs, suits or other forms of liability and all court costs and attorney’s fees arising out of the application of the dues deduction portion of the agreement between the parties for payroll deductions.

ARTICLE VI
LETTER OF ASSIGNMENT

Letters of assignment with classified personnel shall be in writing. Any such letter of assignment shall be consistent with the terms and conditions of this agreement.

ARTICLE VII
DURATION

This Agreement shall be effective as of July 1, 2016, and shall remain in effect until June 30, 2017. Either party to this Agreement may notify the other party in writing of any provisions of this Agreement that said party wishes to amend or modify and any deletions or additions thereto which said party wishes to enter negotiations in the coming contract period. This Agreement shall automatically continue in force and effect for an equivalent duration period for any items not specifically included in said notice.
ARTICLE VIII
WAGES

A. Wage Rates
For the 2016-2017 contract year, the hourly wage of each employee shall be $.50/hour higher than his/her current wage for the 2015-2016 contract year. Beginning July 1, 2013, all custodians that regular shifts beginning after 2:00 p.m. shall be paid an additional $700 above their regular contract pay. This shall remain in effect as long as they work the off shift.

B. Initial Wage
All new hires shall be paid according to the wage schedule. (Appendix B) Beginning with the 2015-2016 contract year, when any employee changes job classification, said employee will remain at their current hourly wage or be paid the base starting wage for the new classification, whichever is higher.

C. CAREER INCREMENT
A career Increment of $.05 per hour will be earned after completion of the 13th year of continuous experience, an additional $.10 per hour after completion of the 16th year of experience, an additional $.10 per hour after completion of the 19th year, and additional $.15 per hour after completion of the 22nd year, an additional $.15 per hour after completion of the 25th year, an additional $.20 after completion of the 28th year, and an additional $.20 per hour after completion of the 31st year. Regardless of the hire date in the first year, that year will count as one year for purposes of career increment benefits only. All contracted employees are eligible for career increments, whether they are on unpaid leave or not.

D. METHOD OF PAYMENT
1. Pay Periods
   Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their check stubs electronically through email. For those receiving paper checks, they will be available the morning of the 20th at the administration office.

2. Exceptions
   When a pay date falls on or during a bank holiday or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks
   Summer checks, other than twelve month employees, shall be mailed to the address designated by the employee in writing.
4. Direct Deposit
   Direct deposit is mandatory for all new employees to have their checks deposited in the bank of their choice.

ARTICLE IX
SUPPLEMENTAL PAY

A. OVERTIME PAY
   No employee is authorized to work overtime hours without prior approval from his/her immediate supervisor. Overtime shall be defined as all hours worked in excess of forty (40) in any week or eight (8) hours in any day. All paid leave does not count as hours worked.

B. Substitution by Employee
   In the event that an employee agrees to stay longer than their regular contract hours for the sole purpose of subbing for another employee, said employee will be paid at their regular hourly rate for the additional hours. Those extra hours need to be turned in on a written time sheet.

ARTICLE X
INSURANCES

A. HOSPITAL/MEDICAL
   The Board shall pay one thousand twenty five ($1,025.00) per month per full-time employee toward the payment of premiums for Hospital, Medical, Surgical and Major Medical and In and Out Diagnostic insurance. The employee shall be responsible for the remainder of any premiums for such coverage. Coverage shall be for the duration of employment. The Board shall have the right to choose the carrier for the above coverage. Employees shall be covered, if application is made timely, on the first of the month following the first day of employment. Coverage shall cease upon the last day of the first full month following the last payday. At the conclusion of the Board’s contribution, medical insurance benefits may be continued (at the employee’s expense) subject to the conditions and regulations of the carrier. Full time employees are those who are contracted for thirty (30) hours or more per week for insurance purposes only.
B. LIFE
The Board shall pay the full premium per month per full-time employee for Life, Accidental Death and Dismemberment ($50,000.00) and Long-Term Disability (70% of total contract salary – qualifying two (2) months).

C. DENTAL AND VISION
Full time employees shall be given the opportunity to purchase dental and vision insurance at their own expense.

ARTICLE XI
LEAVES

A. For new employees who start after the commencement of the normal contract year, all leave will be prorated based on the number of days left in the normal contract year of said employee’s employment category.

<table>
<thead>
<tr>
<th>Starting Month</th>
<th>Percent of Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, August, September</td>
<td>100%</td>
</tr>
<tr>
<td>October, November, December</td>
<td>75%</td>
</tr>
<tr>
<td>January, February, March</td>
<td>50%</td>
</tr>
<tr>
<td>April, May, June</td>
<td>25%</td>
</tr>
</tbody>
</table>

For currently contracted employees all leaves are available on the initial day of the contract year. However, should employment terminate prior to the end of the contract year, all leave will be prorated based on the number of days worked. Any leave taken in excess of the prorated amount will be reimbursed to the district as a deduction from the employee’s last paycheck.

B. ANNUAL SICK LEAVE
All employees shall be granted leave for personal illness, injury, or medical appointments which cannot be scheduled outside of the normal work day, with full pay at the rate of fifteen (15) days per year beginning with the first official day of the work year whether or not the employee reports for duty on that day. The employee shall provide, upon request from the District, reasonable verification of illness and/or medical appointments as per the current law.

C. UNUSED SICK LEAVE
Days are accumulated to a maximum limit of one-hundred fifteen (115) days.
D. PERSONAL LEAVES
1. Each year, all employees shall be granted three days of personal leave. Personal days are not allowed to be taken during the first five (5) student days except in cases of emergency or extenuating circumstances as determined by the Superintendent in his/her sole discretion. Leave requests may be denied if too many employees request to be absent at the same time, or on the same day. In such instances, leave will be granted on a first-come first-serve basis. Upon request, an exception may be granted at the discretion of the Superintendent of Schools. When the Superintendent of Schools uses his/her discretionary authority, the related decisions cannot be grieved.

E. LEAVE FOR IMMEDIATE FAMILY ILLNESS
Employees shall be granted leave at full pay for illness in the immediate family not to exceed a total of four (4) days per year. Employees may trade one sick leave day for an additional family illness day. Total number of additional family illness per year will be limited to four (4). Leave for immediate family illness shall not be deducted from any accumulated sick leave. The immediate family shall be defined as: the employee’s wife, husband, sons, daughters, step-children, foster children, mother, father, step-mother, step-father, and any of the following who reside with the employee: brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. In the event that any of the foregoing relatives are hospitalized, the employees shall be granted said leave whether or not that relative resides with the employee.

F. BEREAVEMENT LEAVE
Employees shall be granted a total of five (5) days leave without loss of salary for the death of the employee’s spouse, child, step-children, foster children, parents, step-mother, step-father, or any other member of the immediate household. Employees shall be granted a total of three (3) days leave without loss of salary for the death of an employee’s brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, step mother-in-law, step father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparents, niece and nephew. Employees shall be granted one day leave without loss of salary for the death of an employee’s aunt and/or uncle. Employees shall be granted leave, not to exceed one day (can be taken in quarter day increments), for the death of someone not covered above. The bereavement leave allowed herein shall not be deducted from any accumulated sick leave.
G. JURY/LEGAL DUTY
Employees required by law to appear for jury duty or through legal obligation (subpoena) shall suffer no financial loss because of such absence, and the difference between their normal salary and the compensation received for jury duty shall be paid to the employee by the Board. Employees, when excused from jury duty, shall return to work unless excused by the Principal.

H. LEAVE FOR ASSOCIATION CONVENTIONS
A maximum of one (1) day per year shall be available to the Association for representatives of the Association to attend state or national conferences and conventions. The representatives appointed by the Association to use said one (1) day shall suffer no loss of pay therefore.

I. ABSENCE WITHOUT PAY
Absence without pay may be authorized by the Superintendent for purposes he/she considers urgent and necessary. Other applicable leaves must be exhausted for absence without pay to be considered. For such absences, deductions from the employee’s pay will be made in accordance with the school district’s pay deduction regulations. The employee shall make application for such authorization in advance of the occurrence. Involuntary absence not heretofore provided for may be excused by the Superintendent. The employee shall make application to the Superintendent as soon as possible for such absence, and deductions in pay shall be made unless such deduction is specifically waived by the Superintendent. The granting or denial of this leave is not grievable.

J. CHILDBEARING
1. Paternity Leave
   For the purpose of caring for a newborn infant, the employee-father shall be allowed to use a maximum of ten (10) personal sick days. Such leave shall normally be subsequent to the birth of the employee’s child and taken within the first fourteen (14) days of birth.

2. Adoption Leave
   For the purpose of caring for a newly adopted child, employees shall be allowed to use a maximum of ten (10) personal sick days. Such leave shall normally be when the child is physically turned over to the employee-parent and taken within first fourteen (14) days of custody.
K. PAID HOLIDAYS
Employees that receive a twelve (12) month contract will receive the following paid holidays:

- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year’s Eve Day
- New Year’s Day
- Good Friday
- Memorial Day

Employees that receive a contract for less than twelve (12) months will receive holiday pay for the holidays that are inclusive of their contracts, plus Memorial day.

L. VACATIONS
Twelve month, full-time, forty (40) hours or more per week employees are entitled to ten (10) days of vacation with pay. Vacation days may be carried over from one year to the next but the days carried over must be used before December 31st. Any vacation days carried over to the following year and not used by December 31st shall be considered lost. Vacation requests may be denied if too many employees request to be absent at the same time, or on the same day. In such instances, leave will be granted on a first-come, first-serve basis. Upon request, an exception may be granted at the discretion of the Superintendent of Schools. When the Superintendent of Schools uses his/her discretionary authority, the related decisions cannot be grieved. After completion of ten (10) years of continuous employment full year employee will receive one additional day of vacation for each additional full year up to year twenty for a total of twenty (20) days. For new employees who start work after the beginning of the normal contract year, vacation days will be prorated based on the number of work days remaining in the employee’s normal contract year. For currently employed personnel, vacation days are available as of the commencement of the contract year. However, should employment terminate prior to the end of the normal contract year, vacation days shall be prorated based on the number of days worked and any vacation taken in excess of this proration will be reimbursed to the district from the employee’s last pay check.
M. UNITS OF LEAVE ALLOWED
The smallest portion of a day that may be used for leave purposes is one fourth (1/4) day. For a full time employee, any leave used that was two (2) hours or less would be assessed as ¼ day; two to four hours would result in a ½ day assessment and so on. Employees who work less than an eight (8) hour day will be prorated on increments of leave.
For example:

6 hour employees -- 0-1 and ½ hours = ¼ day
1 and ½ - 3 hours = ½ day

N. DEFINITIONS OF A DAY
A day of leave for each employee is based upon the actual number of hours per day for which the employee is contracted.

ARTICLE XII
EMPLOYEE WORK YEAR
Secretarial, paraprofessional and food service employees work year shall be based on the school calendar adopted by the Board.

ARTICLE XIII
EMPLOYEE HOURS

A. LENGTH OF DAY
The administrator shall determine all hours, starting and stopping time and the assignment of employees during those hours to insure and maintain the service necessary and essential to the functioning of the District.

B. IMMEDIATE SUPERVISOR’S DISCRETION
The building principal/immediate supervisor may allow employee’s attendance other than that set forth above upon request and for good cause shown. Any discretion exercised by the immediate supervisor in this fashion shall not be subject to the Grievance Procedure.
C. LATE STARTS AND EARLY DISMISSALS
When there is a late start or early dismissal due to weather or other emergency situation, Independence Educational Support Personnel bargaining unit members may arrive and depart with the certified staff. When full days are planned for professional development, classified staff will be provided professional development training for three (3) seven (7) hour days. Classified staff who choose to attend the designated professional development days will be compensated at their regular hourly rate and will be included in the following pay period. When late starts or early dismissals are planned for the purpose of professional staff development, employees shall be allowed to stay for their regular contract hours with approval of their building principal. No employee will be paid above and beyond their contracted hours, unless participating in professional development. If classified staff chooses not to be present during the planned late starts/early dismissals, those hours will be pay deducted. For late starts or early dismissals that are not professional development days, Educational Support Personnel bargaining unit members may work their regular contract hours as long as approved by the building principal in advance. The building principal has sole discretion on granting approval. If classified staff chooses not be present during late starts/early dismissals, those hours will be pay deducted. When there is a late start or early dismissal due to weather or other emergency situations, arrival and departure times for custodial personnel shall give due consideration to the safety of the employees.

D. LUNCH
Employees who are contracted for 5.0 hours or more per day shall be afforded a twenty-five (25) minute paid lunch period.

ARTICLE XIV
HEALTH PROVISIONS

All new employees are required to provide evidence of fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee’s choice within thirty (30) days of initial employment attesting to the employee’s fitness. The statement shall be on the form provided by the Board. The Board shall pay to the employee up to sixty dollars ($60.00) of the cost of such examination upon presentation to the Board by the employee the paid receipt of the examining physician. Thereafter, and during the course of the employee’s employment in this District, the Board may require a subsequent examination when, in its sole judgment, such an examination is relevant to an employee’s performance or status, and the Board may require a statement from the examining physician that the employee is fit to perform the duties assigned, including, but not limited to, an examination and medical statement of an employee
returning to work from extended leave, maternity leave or sick leave. The examining physician conducting the subsequent examination requested by the Board shall be selected by the Board, and the Board shall pay the cost of such examination to the extent actually requested by the Board.

**ARTICLE XV**

**EMPLOYEE EVALUATION PROCEDURES**

A. **INFORMED OF EVALUATION PROCEDURES**

Within six (6) weeks after the beginning of the school year employees shall be acquainted by the supervisor with the evaluation procedures to be observed. A new employee or an employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within six (6) weeks of the first day in the new assignment.

B. **FIRST TWO YEARS OF EMPLOYMENT**

The performance of new employees in their first year in the District shall be formally evaluated two (2) times and all other classified employees, a minimum of once every year or as deemed practical and necessary by the supervisor or his/her representative.

C. **FORMAL EVALUATION**

The evaluator and the employee shall meet at a mutually agreeable time within ten (10) working days following any formal evaluation. Both parties shall sign a written evaluation and a signed copy shall be given to the employee. The employee’s signature does not necessarily mean agreement with the evaluation, but rather awareness of content. The employee shall have the right to submit an explanation or other written statement regarding any evaluation in his/her personnel file. Any written statement by the employee shall be made within ten (10) working days of the evaluation conference.

D. **COMPLAINTS**

Nothing in this Article is to be construed as precluding evaluation of employees by informal evaluation or observation or by any other means deemed appropriate by the Employer provided, however, that any complaints directed toward an employee which are placed in the employee’s personnel file are to be promptly called to the employees’ attention.
E. GRIEVANCE OF EVALUATION
An employee who has been evaluated has the right to grieve such evaluation, if the overall evaluation is rated as “needs improvement” by the Employer, and only if an adverse employment action has occurred (defined as a suspension or termination).

ARTICLE XVI
VOLUNTARY TRANSFER PROCEDURE

Requests for change or transfer to a different assignment or building shall be filed with the Superintendent in writing on the form provided by the Board. Requests for change or transfer may be filed at any time during the fiscal year covered by this agreement. At a minimum, the Superintendent or Superintendent’s designee shall post all known classified staff vacancies at the Central Administration Office as well as on the district website with notification to district employees through the use of district email. Said posting shall list the job classification, contracted hours, and building of said vacancies. Request for change or transfer filed during the previous fiscal year shall not be considered for vacancies occurring during this fiscal year unless refiled in the current fiscal year. The Board shall defer action as to each posted vacancy until after the period of three (3) school days has elapsed after the posting. The action of the Board as to each posted vacancy shall likewise be posted on the district website.

ARTICLE XVII
IN Voluntary TRANSFER PROCEDURE

In the event that the Superintendent has determined that a vacancy shall be filled by a transfer of an employee other than from a request on file pursuant to Voluntary Transfer Procedure in Article XVI, or in the event that the Superintendent shall determine that any other change or transfer in assignment or building is necessary, the Superintendent shall notify the transeree of its intended action within three (3) calendar days of its decision. Thereafter, the transeree, may within three (3) working days, request in writing a hearing before the Board. If a hearing is requested, it shall be held prior to any final action by the Board on the transfer. The decision of the Board after said hearing shall be final and not subject to the grievance procedure.
ARTICLE XVIII
STAFF REDUCTION

A. Coverage.
All bargaining unit members shall be subject to this Article.

B. Notification.
1. When a position is to be eliminated, and the District has determined that a staff reduction is necessary, it will notify the association and the affected employee in writing and the position(s) to be affected as soon as practical. This notification may be delivered in person by the Superintendent, his/her designee, or by certified mail.

C. Procedure.
1. Reductions shall occur by job classification. For the purposes of staff reduction, all classifications shall apply and employees shall be determined to be in one of the classifications: secretaries, food service, paraprofessional and custodians.

2. When a position is to be eliminated, the District shall give notification to the employee currently employed in that position whichever of the following job classifications is affected:
   - Secretaries
   - Food Service
   - Paraprofessionals
   - Custodians

3. The Board shall determine the least senior employee in the category to be reduced.
   a. Based upon the date the Board approved a person for hire in the District (last hired, least senior).
   b. Seniority equals the number of continuous years, months, weeks, and days of employment within the district.
   c. In the event that two or more employees are tied as least senior after applying steps 3a and 3b, the employee who has the least amount of full-time employment in the district will be considered to be the least senior employee. Full-time equals forty (40) or more contracted hours per week. (Employment as a substitute does not count toward seniority).
   d. If after step 3c there are still two or more employees who are tied at least senior, the school administration will make an evaluative decision of those least senior employees in order to determine who will be reduced.
e. An employee reduced through seniority has the option of displacing the least senior person with equivalent hours. If there is no employee with equivalent hours, the employee may displace the least senior person with the next lower level of hours. In both reductions and in recalls, however, there will be no displacement rights between job classifications.

f. Within the Paraprofessional category, the District may pass over the least senior employee if it determines the reduction being considered to be unreasonably detrimental to the program which must be offered to special education students.

D. Seniority.
1. For the purpose of this Article all employees will have their seniority computed as years of experience from their most recent date of hire with the District. When two or more employees have the same Board date of hire in the District, the employee who signed his/her contract first as determined by the date on the contract shall be deemed most senior. If seniority can still not be determined, the employee with the greater percentage of a full-time contract (40 hours per week) will be deemed most senior. If the percentage of contract is the same lots shall be drawn to determine the least senior employee.

2. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or during layoff, but such time will not be counted in computing seniority.

3. No later than September 30 of each year, the Superintendent or his/her designee will provide the Association with a list showing the seniority of each employee employed by the Board in his/her area of assignment and will, thereafter, notify the Association of any changes in said list on or before the following dates: January 15 and April 15.

E. Recall.
1. If there is a vacancy in the Independence Community School District, employees terminated pursuant to this Article who were reduced from the employment category in which the vacancy occurs shall be recalled in reverse order of lay-off, with the most senior employee recalled first.

An employee who is terminated pursuant to this Article will have the right to recall; however, prior to said recall, the Superintendent and the Board shall first conduct the Voluntary Transfer Procedures set forth in Article XVI and shall have the right to implement the involuntary transfer procedures set forth in Article XVII. Once
completed, qualified terminated employees shall be recalled in reverse order of lay-off, with the most senior employee recalled first.

2. Notice of recall will be given by certified mail to the last address given to the Board by the employee in writing or by personal phone call. A copy of the notice of recall will be given to the Association. An employee must respond by certified mail which must be postmarked within five (5) calendar days after receipt of the above notice of recall or in person within five (5) calendar days. Upon failure to reply the employee will be deemed to have refused the position offered and shall be dropped from the recall list and recall rights shall be terminated.

3. An employee shall remain eligible for notice of recall for one (1) year from the effective date of termination. Such notification shall be given by certified mail or personal phone call.

4. Employees terminated pursuant to this Article shall receive no insurance benefits at Board expense during that status, but may elect to continue insurance benefits by paying the premiums themselves, directly to the carrier, contingent upon approval of said procedures by the respective insurance carriers.

5. All benefits to which an employee was entitled at the time of their layoff, including seniority, will be restored to the employee upon their return to active employment and the employee will be placed on the proper step of the wage schedule for the employee’s current position according to the employee’s experience in the District and education. Additionally, the employee shall have their sick leave accumulation restored.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representative president, all on the

__________ Day of __________________, 2016

INDEPENDENCE EDUCATIONAL SUPPORT PERSONNEL (SECRETARIES, FOOD SERVICE, PARAPROFESSIONALS & CUSTODIANS)

________________________________________
By Janette Hopkins, IESP Representative – Co-Negotiator

________________________________________
By Lisa Preuss, IESP Representative – Co-Negotiator

INDEPENDENCE COMMUNITY SCHOOL DISTRICT

________________________________________
By Brian C. Eddy, Board President

________________________________________
By Jean Peterson, Superintendent of Schools

________________________________________
By Lynnette Engel, Director of Finance/Board Secretary
APPENDIX A
GRIEVANCE REPORT

Full size form available on District Website

Independence Community School District

Building ____________________________

Date Filed

Name of Aggrieved Person

STEP ONE

A. Date violation occurred ____________________________

B. Section(s) of contract violated ____________________________

C. Statement of Grievance* ____________________________

D. Relief Sought* ____________________________

Date Signature
E. Disposition by

Immediate Supervisor* ___________________

________________________________________

________________________________________

________________________________________

Date Signature

*If additional space is needed, attach additional sheets.

STEP TWO

A. __________________________  _____________________________

Signature of Aggrieved Person  Date Received by Superintendent

B. Disposition by Superintendent or Designee __________________________

________________________________________

________________________________________

Date  Signature of Superintendent or Designee
STEP THREE

A. _______________________________  _______________________________
   Signature of Aggrieved Person   Signature of Association President

B. _______________________________  _______________________________
   Date Submitted to Arbitration   Date Received by Arbitrator

C. Disposition and Award of Arbitrator _______________________________
   _______________________________
   _______________________________
   _______________________________
   _______________________________
   Date of Decision   Signature of Arbitrator

*If additional space is needed, attach additional sheets.

NOTE: All provisions of Article III of the Agreement, Date ____

20____ shall be strictly observed in the settlement of grievances.
### Wage Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>2015-16</th>
<th>2016-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paraprofessional</td>
<td>$9.25</td>
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</tr>
<tr>
<td>Food Service</td>
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<td>$9.50</td>
</tr>
<tr>
<td>Kitchen Manager</td>
<td>$10.00</td>
<td>$11.25</td>
</tr>
<tr>
<td>Secretary</td>
<td>$10.00</td>
<td>$10.25</td>
</tr>
<tr>
<td>Custodian</td>
<td>$10.25</td>
<td>$10.50</td>
</tr>
</tbody>
</table>
APPENDIX C
Independence Community School District
1207 First Street West
Independence, Iowa 50644

Payroll Deduction Authorization for Education Association Dues

TO: Administration Office, Independence Community School  
 Date: ______________

I hereby request and authorize the Board of Education of the Independence Community School District as my remitting agent to deduct the following education association dues from my earnings. It is understood that the total dues deduction be divided into ten (10) equal installments with the first deduction occurring on September 20, 2016, or upon my first pay day if later, and the last on the following June 20, 2017. This form must be filed with the Secretary of the Board of Education by September 10, 2016, or by the 10th day of the month immediately following initial employment. I understand that this payroll authorization will not be altered during the course of the fiscal year, but the same may be revoked by me at any time by thirty (30) days written notice to the Secretary of the Board of Education.

My education association dues are as follows:

<table>
<thead>
<tr>
<th>Association</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>NEA Dues</td>
<td>$_______</td>
</tr>
<tr>
<td>ISEA Dues</td>
<td>$_______</td>
</tr>
<tr>
<td>Uniserv Support (NEIEU)</td>
<td>$_______</td>
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<tr>
<td>Local dues</td>
<td>$_______</td>
</tr>
<tr>
<td>ISEA PAC</td>
<td>$_______</td>
</tr>
<tr>
<td>NEA FCPE (Children’s Fund)</td>
<td>$_______</td>
</tr>
<tr>
<td>ISEA Scholarship</td>
<td>$_______</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$_______</td>
</tr>
</tbody>
</table>

It is further understood that the Independence Community School District does not assume any responsibility for the accuracy of the amounts shown for dues as outlined above. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes.

__________________________________________
Building Assignment

__________________________________________
Print Name

__________________________________________
Employee’s Signature

PLEASE RETURN THIS FORM TO IESP MEMBERSHIP CHAIR

FOR ADMINISTRATION OFFICE ONLY

$_______ 10 PAY PERIODS = $____________ MONTHLY

__________________________________________
IESP Membership Chair Signature

__________________________________________
Director of Business Affairs
INDEPENDENCE COMMUNITY SCHOOL DISTRICT

Independence, Iowa

MASTER CONTRACT

Agreement Between

Independence Teachers' Association

and the

Board of Education

July 1, 2016 – June 30, 2017
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<td>Article</td>
<td>Grievance Procedure 3</td>
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<td>Article</td>
<td>Use of Facilities 6</td>
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<td>Article</td>
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<td>Signature Page 28</td>
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<td>Appendix</td>
<td>Lane Change Class Pre-Approval Form 34</td>
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<td>Appendix</td>
<td>Lane Change Intent Form 35</td>
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<tr>
<td>Appendix</td>
<td>Sick Leave Bank Authorization 36</td>
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ARTICLE I
AGREEMENT

Whereas the Independence Teachers’ Association and the Board of Education of the Independence Community School District have reached certain understandings, which they desire to confirm in this Agreement, the parties hereto agree as follows:

ARTICLE II
RECOGNITION

A. UNIT
The Board hereby recognizes the Independence Teachers’ Association as the exclusive bargaining representative for the employees of the Independence Community School District as set forth in the Public Employment Relations Board (PERB) Order of Certification in Case Number 70 issued on the 20th day of August, 1975, as same has been amended.

B. DEFINITIONS
1. The term “Board”, as used in this Agreement, shall mean the Board of Education of the Independence Community School District or its duly authorized representatives.

2. The term “employee”, as used in this Agreement, shall mean all persons included in PERB Order of Certification in Case Number 70 as amended.

3. The term “Association”, as used in this Agreement, shall mean the Independence Teachers’ Association or its duly authorized representatives.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS
1. Grievance
A grievance is a claim by an employee, or group of employees, within the bargaining unit or Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

2. Grievant
A “grievant” is that person or persons or the Association making the claim.
B. PROCEDURE

1. Informal Procedure

In the event an employee or employees believe there is basis for a grievance, the employee or employees shall first orally discuss the proposed grievance with the appropriate principal. If the Association is the grievant, a representative of the Association shall discuss the proposed grievance with the Superintendent.

2. Formal Procedure

If the Association is the grievant, and the oral discussion fails to resolve the proposed grievance, the Association shall proceed with Step Two of the Grievance Procedure, using the form set forth in Appendix A, which shall be signed by the grievant. If an employee or employees are the grievants, and if the oral discussion fails to resolve the proposed grievance so that the employee or employees elect to pursue the grievance, the following formal Grievance Procedure shall be followed, using the form set forth in Appendix A, which shall be signed by the grievant or grievants. The grievance form shall be available in the principal’s office or through the Association.

a. Step One

The grievant shall file the signed grievance form with the principal of the building in which the grievance arose within fifteen (15) school days of the alleged occurrence or within fifteen (15) school days of the time when the grievant, in the exercise of due care could reasonably have learned of the alleged occurrence. The grievant shall obtain the signature of the Principal or his/her designee on a copy of the grievance form, which copy shall be filed by the grievant with the Superintendent or his/her designee. In the event that the grievance involves more than one school building, the grievance form may be filed directly with the Superintendent or his/her designee. The grievance form must be dated and state the nature and date of the occurrence giving rise to the grievance, the specific provisions of the Agreement violated, misinterpreted or misapplied and a specific remedy requested. The Principal shall, within ten (10) school days of receipt of the grievance, indicate the disposition of the grievance in writing and a copy thereof shall be delivered to the grievant and to the Association. If grievance filed is not a building specific grievance, the Grievant shall skip step one and proceed to step two.

b. Step Two

If the grievant is not satisfied with the Principal’s disposition of the grievance, or if no written disposition was made within the allowed ten (10) school days, a copy of the written grievance and a copy of the Principal’s disposition, if any, shall be filed by the grievant with the Superintendent within five (5) school days of said disposition or within fifteen (15) school days of the original filing date, whichever shall be later. Within five (5) school days of the receipt of the grievance, the Superintendent shall meet with the grievant and discuss the grievance. Within ten (10) school days of said meeting, the Superintendent shall have delivered to the grievant and to the Association the written disposition of the grievance.
c. Step Three
If the grievant is not satisfied with the Superintendent’s disposition, or if no disposition has been made by the Superintendent within ten (10) school days of the meeting, the grievant and the Association shall meet within five (5) school days of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the Association and the employee determine that the grievance is meritorious, the Association may submit the grievance to arbitration within five (5) school days after said meeting. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators. Within five (5) days of receiving the list, the parties shall meet and shall determine by lot which party shall have the right to remove the first name from the list. Thereafter at said meeting, the party having the right to remove the first name shall do so and the parties shall thereafter alternate in removing names from the list until one name remains. The person whose name remains shall be the arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then the date the final statements and proofs on the issue are submitted to him/her. The arbitrator’s decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. All costs for arbitration shall be borne equally by both parties, with the exception that each party shall be responsible for any costs, including the cost of substitutes for teacher participants, incurred or related to the respective parties’ participation in arbitration. Any costs incurred because of a witness’ participation in arbitration, including the cost to the school district for providing substitutes for teacher witnesses, shall be borne equally by both parties.

3. Right to Representation
A grievant may be represented at all formal stages of the Grievance Procedure by legal counsel of grievant’s choice and by a representative of the Association chosen by the grievant.
4. Meetings and Hearings
   All meetings and hearings conducted in the formal steps of the Grievance Procedure shall be conducted in private and shall include only the grievant, the grievant's representatives, the appropriate representatives of the Public Employer, and witnesses called by either party to the meeting or hearing.

5. Year-End Grievance
   In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, the time limits set forth herein shall be reduced in such fashion so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. The grievant and the Board or its designee may agree to adhere to the time limits set forth in the formal Grievance Procedure in spite of the fact that the procedure cannot be completely processed by the end of the school year.

ARTICLE IV
USE OF FACILITIES

The Association and its members shall have the right to make use of school facilities for meetings and equipment, including communications equipment, in non-confidential areas when such facilities and equipment are not otherwise in use. Such use shall be restricted to official Association activities. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and any additional custodial expenses caused by such use. The Principal of the building shall be notified in advance of the time and place for all meetings.

ARTICLE V
ACCESS TO MEMBERS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Any person outside the official membership of the bargaining unit shall conduct his or her business before or after the regular workday as outlined in the contract.
ARTICLE VI
PAYROLL DEDUCTIONS

A. AUTHORIZATION
Any employee who is a member of the bargaining unit may sign and deliver to the Board a written assignment authorizing payroll deductions of professional dues and authorizing payroll deductions for disability insurance, health and accident insurance policies, cancer insurance and annuities according to applicable rules and regulations set by the IRS and Department of Education. Such an assignment, in order to be effective for the teaching year governed by this Agreement for any such insurances purchased on a group basis, and for deductions of professional dues, must be so filed by September 10 of that teaching year for employees under contract at the commencement of that teaching year. Employees who commence employment after said date must file such an assignment by the 10th day of the month immediately following said commencement of employment in order to have same effective for the remainder of the teaching year governed by this Agreement. Such an assignment for cancer insurance and annuities must be filed by the 10th day of the month in which the first of said deductions is to occur. Any employee wishing to stop any of the deductions provided for in this section must deliver to the Board a written direction to that effect by the 10th day of the first month in which the deduction is to be stopped.

B. DUES DEDUCTION
Pursuant to said written assignment, the District shall deduct one-tenth (1/10) of total dues from the regular salary check of employee each month for ten (10) months, beginning in September and ending in June of each year. Employees who begin dues deduction after September shall have the total dues prorated on the basis of remaining months of employment through June. For purposes of this Article, the word “dues” does not include the collection of initiation fees, special assessments, back dues, fines or similar items. The Board shall transmit to the Association the total monthly deduction for professional dues within fifteen (15) calendar days after each monthly deduction.

C. DURATION
The written assignment shall continue in effect for the year covered by this Agreement unless revoked in writing by a thirty (30) day notice to the Board on a form provided by the Board. A copy of the revocation shall be delivered to the Association within five (5) calendar days following the filing of said revocation. No such written assignment may be amended or changed to any extent, except for revocation as above, after the initial filing, with the exception of annuities. Any person who has a tax sheltered annuity in effect during the contract year may raise or lower his or her contribution by notifying the Business Office no later than the tenth (10th) day of any month for which he/she wishes to make the change.
D. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any claims, costs, suits or other forms of liability and all court costs and attorney fees arising out of the application of the dues deduction portion of the agreement between the parties for payroll deductions.

ARTICLE VII
INDIVIDUAL CONTRACTS

A. Each employee shall be given a written contract with his/her salary schedule placement for the forthcoming year. Any such contract shall be consistent with the terms and conditions of this Agreement.

B. Each employee shall be given written notice of his/her tentative assignment for the following school year by June 15 when a change in assignment is anticipated by the district. This notice will include the grade or subject matter and building.

ARTICLE VIII
SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. The Board and the Association shall meet and attempt to agree on a replacement provision to replace that deemed invalid and not subsisting, but shall be under no binding obligation to reach agreement thereon, and any failure so to agree shall not amount to an impasse so as to require implementation of an impasse procedure in the law or in any agreement between the parties. All other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE IX
DURATION

This Agreement shall be effective as of July 1, 2016, and shall remain in effect until June 30, 2017. Either party to this Agreement may notify the other party in writing of any provisions of this Agreement that said party wishes to amend or modify and any deletions or additions thereto which said party wishes to enter negotiations in the coming contract period. This Agreement shall automatically continue in force and effect for an equivalent duration period for any items not specifically included in said notice.
ARTICLE X
WAGES AND SALARIES

A. SCHEDULE
The salary of each employee covered by the regular salary schedule is set forth in Appendix B, which is attached hereto and made a part hereof.

B. PLACEMENT ON SALARY SCHEDULE
1. Adjustments to Salary Schedule
   Each employee shall be placed on his/her proper step of the salary schedule as of September 1 of the contract year, and in accordance with Paragraph 2 below. Any employee who has taught at least one (1) semester plus one (1) day at the Independence Community School District or any other PK4-12 accredited school district shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience
   Experience credit earned in any PK4-12 accredited school systems shall be recognized on the salary schedule at full value up to eight (8) years. Any further credit for experience will be granted at the discretion of the Superintendent with the approval of the Board. This paragraph shall not operate retroactively to alter the salary schedule placement of any presently employed teacher.

3. Returning to the District
   Any employee with previous teaching experience in the Independence Community School District shall upon returning to the system receive full credit on the salary schedule for outside teaching experience and teaching experience within the Independence Community School District according to the provisions of Paragraph 2, provided, however, that total credit for teaching experience both within and without the Independence Community School District shall not exceed eight (8) years.

C. ADVANCEMENTS ON SALARY SCHEDULE
1. Increments
   Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Independence Community School District for one (1) semester and one (1) day or more in one (1) school year.

2. Educational Lanes
   Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Graduate courses used to advance an employee on the salary schedule must receive approval by the Board or its designee that the course or courses are germane to
his/her teaching assignment or leading to an advanced degree. It is required that, before an employee enrolls in a course or courses, he/she seek written approval from the Board (Appendix D) or its designee that the course(s) will be approved. Employees who wish to move to a higher educational lane must file a Lane Change Intent Form (Appendix E) with the district office by March 15th of the preceding school year. Employees must file original transcripts by September 1st of the school year to be affected by the advance, except in situations where coursework has been completed but grades have not yet been filed by the educational institution. If no transcripts are available, the employee shall provide the district office an official letter from the college registrar or professor indicating completion. If applicable, pay adjustments shall be adjusted beginning with the September paycheck for said year.

3. Career Increment
   A career employee will receive additional compensation at the rate of Five-Hundred Dollars ($500.00) for each of the following career steps: 17th, 18th, 21st, 25th, 28th and 31st. At each level, 17th, 18th, 21st, 25th, 28th and 31st, the additional $500.00 will be added and remain a part of the salary.

D. METHOD OF PAYMENT

1. Pay Periods
   Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their check stub sent to them electronically through email. For those receiving paper checks, they can be picked up the morning of the 20th at the Administration Office. Those employed on the supplemental schedule may make other arrangements that are mutually satisfactory to the involved parties.

2. Exceptions
   When a pay date falls on or during a bank holiday, or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks
   Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee in writing.

4. Direct Deposit
   Direct deposit is mandatory for all new employees to have their checks deposited in the bank of their choice.

E. GRANT PAY
   Employees who volunteer to work on Planning Grants or on the Implementation Phase of a grant shall be compensated at a rate equal to 105% of the average teacher's hourly rate. This rate is to be determined by taking total teachers' salaries, plus career increments, divided by staff full time equivalent (FTE) divided by one-hundred eighty-seven (187) divided by eight (8). Average salary shall be determined by the third Friday of
September for the contract year. This agreement is for work performed under competitive grants with the work taking place outside of the regularly scheduled day. This grant work shall always be voluntary. There shall be no discrimination against any employee who refuses grant funded work. Participation or nonparticipation in grant funded work shall not be a part of any employee’s evaluation.

The ITA’s intent on compromising their belief in pay based on an employee’s per diem rate acknowledges the administrative difficulty in projecting salary costs in these uniquely funded situations, but in no way alters the belief that pay should be based on an individual’s per diem rate.

ARTICLE XI
SUPPLEMENTAL PAY

A. EXTRA-CURRICULAR ACTIVITIES

1. Employees contracting to perform extra-curricular activities shall be compensated according to the rates of pay in Appendix C, which is attached hereto and made a part hereof. Each employee shall be placed on his/her proper step of the supplementary schedule as of September 1 of the contract year. All Independence Community School District teachers shall have their step determined by years of experience credited on the salary schedule. All others employed for supplementary activities shall have their step determined by the number of years of experience they have in the activity they are sponsoring or coaching. However, if the position has been offered through customary district procedures to all qualified and certified members of the staff and still remains vacant, the District may employ another person at such step as is necessary to secure services.

2. Each employee will be required to work two (2) extra duty events each academic year and will receive a complimentary family activity pass or a total of Forty Dollars ($40.00). Extra duty events may include, but are not limited to, ticket taking at events, chaperoning school dances, assistance at fine arts activities for which the employee is not an instructor/sponsor or an event worker at activities that require additional workers. These assignments will be managed through the Activities Director. Employees shall have the opportunity to select the extra duty events required under this section. If an employee chooses not to select their events prior to August 31st, two extra duty assignments shall be assigned to them by the Activities Director. The Activities Director will not make the sign up available to the public until after August 31st. In the event an activity occurs prior to August 31st, the Activities Director is allowed to solicit the public to fill those openings as needed.

3. This district will provide the opportunity for staff members to volunteer for uncompensated after-school activities.
B. SUBSTITUTION BY EMPLOYEES
   In the event that a regular substitute is not available, employees who volunteer may be used as substitutes. In the absence of volunteers, the building principal shall assign an employee to serve as substitute. Substitutes will be paid $20.00 (twenty dollars) per hour for teaching classes during their planning time. Said minutes will be accumulated and paid out on the paycheck following the last day of school.

C. TRAVEL EXPENSE
   Employees assigned to more than one school during the in-school work day shall be reimbursed for all such travel after arrival at the first assigned location at the beginning of the in-school work day and before departure from the last scheduled location at the end of the in-school work day, as same has been approved by the Principal, at the board approved rate. Employees assigned by the Board or its designee to field trips or other business of the District requiring travel in the employee’s car shall be reimbursed at the board approved rate per mile for all such travel approved by the Board or its designee.

D. SATURDAY IN-SCHOOL SUSPENSION
   Supervision for Saturday in-school suspension shall be paid at the rate of TWENTY DOLLARS ($20.00) per hour.

E. CURRICULUM PAY
   Employees who volunteer to work on the SIAC or SAC shall be compensated at the hourly rate of BA step 0 when such work day takes place outside the regular contract year or outside the contract day. The district shall estimate a schedule for such work.

F. OPEN HOUSES/FAMILY FUN NIGHTS/CONCERTS
   Employees who are required to be in attendance at open houses, family fun nights or concerts outside of the regular employee workday and who are not otherwise compensated for their time shall be compensated at the hourly rate of BA step 0 when such work takes place outside the regular contract year or outside the contract day.

G. CONFERENCES
   Employees who are assigned to multiple buildings and are required to attend conferences beyond their contracted hours shall be compensated at their current hourly rate.

ARTICLE XII
INSURANCES

HOSPITAL/MEDICAL
The Board shall pay up to One Thousand Twenty Five Dollars ($1,025.00) per month per full-time employee toward the payment of premiums for Hospital, Medical, Surgical and Major Medical and In and Out Diagnostic insurance. The employee shall be responsible for the remainder of any premiums for such coverage. Coverage shall be for the duration of
employment. The Board shall have the right to choose the carrier for the above coverage. Employees shall be covered, if application is made timely, on the first of the month following the initial day of employment. Coverage shall continue through September 30 of the contract year for those employees who resign effective after the completion of their contract year. At the conclusion of the Board’s contribution, medical insurance benefits may be continued (at the employee’s expense) subject to the conditions and regulations of the carrier.

LIFE
The Board shall pay the full premium per month per full-time employee for Life, Accidental Death and Dismemberment ($50,000.00) and Long-Term Disability (70% of total contract salary - qualifying two (2) months).

DENTAL
The Board shall pay up to Five Hundred Fifteen Dollars ($515.00) per year per full-time employee for single dental coverage. The Board shall have the right to choose the carrier for the above coverage. Coverage shall be for the duration of employment. Employees shall be covered, if application is made timely, on the first of the month following the initial day of employment. Coverage shall continue through September 30 of the contract year for those employees who resign effective after the completion of their contract year.

VISION
The Board shall pay up to Sixty Dollars ($60.00) per year per full-time employee for single vision coverage. The Board shall have the right to choose the carrier for the above coverage. Coverage shall be for the duration of employment. Employees shall be covered, if application is made timely, on the first of the month following the initial day of employment. Coverage shall continue through September 30 of the contract year for those employees who resign effective after the completion of their contract year.

FLEX
The Board shall pay for the flex administration fee for employees that qualify and wish to participate in the flex plan.

ARTICLE XIII
SICK LEAVE

A. ANNUAL SICK LEAVE
All employees shall be granted leave for personal illness, injury, or medical appointments which cannot be scheduled outside of the work day as set forth in Article XVIII (Employee Hours), with full pay at the rate of fifteen (15) days per year beginning with the first official day of the work year whether or not the employee reports for duty on that day. Sick leave will be pro-rated by quarter based on initial hire date. The employee shall provide, upon request from the District, reasonable verification of illness and/or medical appointments as per the current law.
B. UNUSED SICK LEAVE
Days are accumulated to a maximum limit of ONE-HUNDRED TWENTY (120) days. Employees shall be given a copy of a written accounting of accumulated sick leave no later than September 1 of the contract year.

C. SICK LEAVE BANK
1. Establishment. A sick leave bank will be established for the use of employees who choose to participate. The bank year will be the contract year.

2. Participation. Participation in the sick leave bank will be on a voluntary basis and each participating individual employee’s contribution will be made in the form of one (1) day of sick leave from his/her current year’s allocation of 15 days. The days contributed to the bank become the property of the bank and will not be returned to the employee, except under paragraph 5 below. Only individuals who have contributed to the bank may utilize the bank days.

3. Enrollment. Enrollment will take place during opening workshop but in no case later than September 10th and will entitle the enrolling employee to membership until revoked in writing by the employee. Enrollment shall consist of signing one (1) copy of the Sick Leave Bank Form found in Appendix F and forwarding it to the Superintendent’s office. The form indicates the year of coverage and authorizes the sick leave transfer to the bank.

4. Unused Days in the Bank. Assets in the bank will not accumulate from year to year. The following year’s bank will consist only of the days contributed for the year’s participation. The Board will provide the Association with a verification of the bank’s total number of days for the current year and of the previous year’s usage of bank days by no later than September 30 of each year.

5. Use of Bank Leave Days. Use of sick leave bank days will be on a daily basis; e.g., each eligible employee will draw each day until the total leave bank days have been exhausted. An employee is one who has timely volunteered for participation in the sick leave bank and who has exhausted all applicable leaves without being eligible for long term disability, worker’s compensation, and/or Social Security disability. Leave can only be used for enrolled bargaining unit employees.
ARTICLE XIV
TEMPORARY LEAVES

For new employees who start after the commencement of the normal contract year, all leaves will be pro-rated based on their hire date.

Starting Month:  
July, August, September: 100%  
October, November, December: 75%  
January, February, March: 50%  
April, May, June: 25%

For currently contracted employees all leaves are available on the initial day of the contract year. However, should employment terminate prior to the end of the contract year, all leave will be prorated based on the above chart. Any leave taken in excess of the prorated amount will be reimbursed to the district as a deduction from the employee’s last paycheck. The smallest portion of a day that may be used for leave purposes is one fourth (1/4) of an employee’s contracted day.

A. PERSONAL LEAVES

1. Each year, full time employees shall be granted three days of unqualified personal leave under the following conditions:
   a. No more than three staff members per building may be gone on personal leave on any given day at Early Childhood Center/East and West. No more than six staff members may be gone on personal leave on any given day at the Junior/Senior High/Buchanan County Success Center. If more staff have applied for personal leave than are allowed on a given day, personal leave will be granted based upon the order in which the applications are received. Upon request, an exception may be granted at the discretion of the Superintendent of Schools. When the Superintendent uses his/her discretionary authority in relation to this item, the related decisions cannot be grieved.

   b. Personal days are not allowed to be taken during the first five (5) student days except in case of emergency or extenuating circumstances as determined by the Superintendent in his/her sole discretion.

2. Each year, full time employees shall have the opportunity to return to the Independence Community School District unused personal leave. For each unused personal day the employee chooses to return to the district, the Board shall reimburse the employee an amount of money equal to that year’s current substitute pay scale for a day’s employment. This payment will be on the employee’s paycheck the month following the last teacher workday.
B. LEAVE FOR IMMEDIATE FAMILY ILLNESS
   Employees shall be granted leave at full pay for illness in the immediate family not to exceed a total of four (4) days per year. Employees may trade one sick leave day for an additional family illness day. Total number of additional family illness per year will be limited to four (4). The first four days of leave for immediate family illness shall not be deducted from any accumulated sick leave. The immediate family shall be defined as: the employee’s wife, husband, sons, daughters, step-children, foster children, mother, father, step-mother, step-father, and any of the following who reside with the employee: brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. In the event that any of the foregoing relatives are hospitalized, the employees shall be granted said leave whether or not that relative resides with the employee.

C. BEREAVEMENT LEAVE
   Employees shall be granted a total of five (5) days leave without loss of salary for the death of the employee’s spouse, child, step-children, foster children, parents, step-mother, step-father, or any other member of the immediate household. Employees shall be granted a total of three (3) days leave without loss of salary for the death of an employee’s brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother-in-law, step-father-in-law, great grandparents, niece and nephew. Employees shall be granted one day leave without loss of salary for the death of an employee’s aunt and/or uncle. Employees shall be granted leave, not to exceed one day, for the death of someone not covered above. This leave may be taken in quarter day increments. The funeral leave allowed herein shall not be deducted from any accumulated sick leave.

D. LEGAL DUTY
   Employees required by law to appear for jury duty or other legal obligation shall suffer no financial loss because of such absence, and the difference between their normal salary and the compensation received for jury duty shall be paid to the employee by the Board. Employees, when excused from jury duty, shall return to work unless excused by the Principal.

E. LEAVE FOR ASSOCIATION CONVENTIONS
   A maximum of eight (8) days per year shall be available to the Association for representatives of the Association to attend state conference or state convention. The representatives appointed by the Association to use said eight (8) days shall suffer no loss of pay therefore.

F. CAREER DEVELOPMENT LEAVE
   Certified employees may request career development leave for the purpose of continuing their education at an accredited college or university. Coursework taken must be directly related to the completion of an advanced degree in the field of education or the employee’s subject area of expertise and must be a course that is not offered at any other time. The request for career development leave shall be made in writing to the
Superintendent. The Superintendent reserves the right to limit the number of employees granted career development leave at any one time, and this decision shall not be grievable. Career development leave shall not exceed one hundred twenty (120) minutes per day and shall not exceed one (1) semester per year per employee. Any costs associated with said leave, including any substitute costs, shall be paid by the employee.

G. PROFESSIONAL DEVELOPMENT LEAVE
Full time certified employees shall be granted one (2) days of professional development leave per year. This day shall be used to participate in a professional development opportunity of the employee’s choice that is directly related to the employee’s teaching area of expertise and is not offered at any other time. The request for professional development leave must be approved by the Superintendent. The Superintendent reserves the right to deny this leave or to limit the number of employees granted professional development leave at any one time, and this decision shall not be grievable.

H. GOOD CAUSE
Whenever the leave that is available to an employee under this Article is exhausted or where a situation is not covered by a provision of this Article, the Superintendent may grant leave with pay, without pay, or with the employee reimbursing the District for the cost of the substitute, for good cause shown. The granting or denial of this leave is not grievable.

I. CHILDMREARING
1. Paternity Leave
For the purpose of caring for a newborn infant, the employee-father shall be allowed to use a maximum of ten (10) days leave without loss of salary. Such leave shall normally be subsequent to the birth of the employee’s child and taken within the first fourteen (14) days of birth.

2. Adoption Leave
For the purpose of caring for a newly adopted child, employees shall be allowed ten (10) days leave without loss of salary. Such leave shall normally be when the child is physically turned over to the employee-parent and taken within first fourteen (14) days of custody.
ARTICLE XV
EXTENDED LEAVES

A. ILLNESS / CHILDBIRTH / DISABILITY LEAVES

An employee who is unable to work or chooses not to work under FMLA because of personal illness or disability or childbirth or adoption and who has exhausted all sick leave which might be available under Article XIV (Sick Leave) and all other applicable leaves shall be granted a leave of absence without pay for the duration of such illness or disability or other inability up to one (1) year. During such extended leave of absence, the employee may receive disability benefits where applicable, but the employee shall receive no insurance benefits at Board expense during said status after the first twelve (12) weeks as per FMLA. However, the employee may elect to continue insurance benefits during said leave of absence by paying the premiums themselves to the District, contingent upon approval of said procedure by the respective insurance carriers. Upon return to work, the employee shall resume the status enjoyed as of the date of the commencement of extended leave, together with all rights and privileges attendant thereto as same may have been amended by operation of other provisions of this contract. With regard to sick leave related to childbirth, sick leave benefits to the extent of an employee’s accumulated unused sick leave shall be paid through twelve (12) weeks. Use if sick leave bank can only utilized for the duration of time of medical confinement, which is defined as the time the employee is physically unable to perform regular duties.

B. SABBATICAL LEAVE

Certified employees who have completed seven (7) academic years in the Independence Community School District may request a one (1) year sabbatical leave of absence without pay for the purpose of continuing their education at an accredited college or university. Coursework taken must be related to the education profession. The year of sabbatical leave shall coincide with the District’s fiscal year. This request shall be made in writing to the Superintendent by March 15 preceding the fiscal year of absence. While absent, the employee may remain in the health insurance group if he/she pays all premiums. Upon return to the District, the employee shall receive full credit on the salary schedule for his/her experience according to the provisions of Article XI, Sections B and C, and maintain the accrued benefits he/she had before taking the sabbatical leave. No experience credit will be given for the sabbatical year. The employee is guaranteed re-employment in the Independence Community School District upon returning from sabbatical leave subject to Article XXIV - Staff Reduction. This leave may only be used once by an employee and is not renewable.
ARTICLE XVI
EMPLOYEE WORK YEAR

A. IN-SCHOOL WORK YEAR
   Regular Contract: The in-school work year for employees on a regular contract shall not exceed one-hundred eighty-seven (187) days which shall include days when pupils are in attendance, in-service days and other contract days. Employees new to the District shall work one (1) additional day prior to the beginning of the regular work year and shall be compensated at their per diem rate.

ARTICLE XVII
EMPLOYEE HOURS

A. LENGTH OF DAY
   The total in-school workday shall consist of eight (8) hours inclusive of a schedule approved by the building principal providing for a duty-free twenty-five (25) minute lunch period for each employee. For the purpose of Parent/Teacher Conferences the district may schedule staff to work an extended day up to twelve (12) hours no more than four (4) times per year. Each extended day shall be counted as one and one half (1 ½) contract days. If the employee is a part time employee, they will work their equivalent of one and one half (1 ½) contract days on Parent/Teacher Conference days, and their workday shall commence at the beginning of their usual work time. This in-school workday shall commence a minimum of thirty (30) minutes before the opening of the pupils’ school day.

B. PLANNING TIME
   Teachers shall weekly have one hundred fifty (150) minutes planning time at the Elementary, two hundred-fifty (250) minutes weekly at Junior-Senior High.

C. PRINCIPAL’S DISCRETION
   The Principal may allow employees attendance other than that set forth above upon request and for good cause shown. Any discretion exercised by the Principal in this fashion shall not be subject to the Grievance Procedure.

D. INCLEMENT WEATHER
   In the event that classes are delayed due to inclement weather, the employee workday shall be delayed a proportionate amount of time. In the event that students are dismissed early from school due to inclement weather, employees shall be allowed to leave 15 minutes after students are dismissed.
ARTICLE XVIII
INSERVICE

Teachers shall be required to participate in at least 36 hours annually of teacher driven collaboration time to deliver educational programs and assess student learning, or to engage in peer review pursuant to Section 284.8, Subsection 1, Code of Iowa and Article XX of this contract. Designated professional development, as long as practitioner collaboration is a substantial component of this professional development, or professional learning community time shall count toward the requirement. Individual educator preparation item shall not count as collaboration time. The Teacher Quality Committee shall determine how collaboration item will be implemented. Any additional work required beyond the regular contracted workday shall be compensated by the District at twenty dollars ($20.00) per hour.

ARTICLE XIX
HEALTH PROVISIONS

All new employees are required to provide evidence of fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee’s choice within thirty (30) days of initial employment attesting to the employee’s fitness. The statement shall be on the form provided by the Board. The Board shall pay to the employee up to sixty dollars ($60.00) of the cost of such examination upon presentation to the Board by the employee the paid receipt of the examining physician. Thereafter, and during the course of the employee’s employment in this District, the Board may require a subsequent examination when in its sole judgment, such an examination is relevant to an employee’s performance or status, and the Board may require a statement from the examining physician that the employee is fit to perform the duties assigned, including, but not limited to, an examination and medical statement of an employee returning to work from extended leave, maternity leave or sick leave. The examining physician conducting the subsequent examination requested by the Board shall be selected by the Board, and the Board shall pay the cost of such examination to the extent actually requested by the Board.

ARTICLE XX
EMPLOYEE EVALUATION PROCEDURES

A. INTRODUCTION

The Formal Evaluation Procedure shall be for the general purpose of improving the general education program and shall include as one of the purposes thereof the improvement of the performance of the employee being evaluated.
B. ORIENTATION PROCEDURES
1. For those teachers developing Individual Career Development plans, orientation to the procedure shall be conducted within the first three weeks of the regular school year by a competent, State of Iowa evaluator certified district administrator of the Independence Community School District.

2. For those teachers completing Performance Reviews, orientation to the procedure shall be conducted by September 15 by a competent, State of Iowa evaluator certified administrator of the Independence Community School.

C. INDIVIDUAL CAREER DEVELOPMENT PLANS
1. Each teacher shall draft an individual development plan based upon the teacher’s needs aligned to the Iowa teaching standards as determined by the teacher and administrator as well as the district/building student achievement goals by October 15 of the school year following the conclusion of his/her previous plan. The plan may be 1, 2, or 3 years in length and must contain yearly measurable outcomes.

2. The principal will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within twenty (20) school days of its submission. Both the teacher and principal will have a copy of the plan.

3. Modification of the plan can be made at any time by mutual agreement. The teacher and the principal shall sign and date the modification.

4. The principal and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher’s personnel file.

D. PERFORMANCE REVIEW
1. Each career teacher shall have a performance review based on the Iowa Teaching Standards once every three (3) years. When a teacher is assigned to more than one building, the teacher shall have one evaluation with input from each building principal. A Performance Review may include but is not limited to classroom observations, walk-throughs, and a summative conference.

2. The principal shall contact the teacher to establish a mutually agreed upon time to discuss the Performance Review.

3. Formal Classroom Observations
   a. No formal observations will occur in the first three (3) weeks or the last ten (10) student days of the year. No formal observations shall be conducted the day before or after a day of vacation. Formal observations shall be for a continuous length of time no shorter than thirty (30) minutes or longer than ninety (90) minutes.
b. During the school year of the teacher’s performance review, the principal and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference. The post-conference must be no later than ten (10) days following the observation.

c. The principal’s written observation comments shall be reviewed at the post-conference. The principal shall sign and date the comments. The teachers shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher’s signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments.

4. Summative Conference
   a. The principal shall complete the Performance Review and arrange a mutually agreed upon date with the teacher to discuss the review. The principal shall provide the teacher with a copy of the completed Performance Review.

   b. A teacher and principal may begin discussion of future career goals that might be included in the next career development plan. This conference can be included as part of the post-observation conference in situations when the principal has no major concerns regarding the teacher’s performance. Both the principal and the teacher shall sign and date the review.

   c. If a principal indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, in writing and be provided to the teacher. Both the principal and the teacher shall sign and date the review. The teacher’s signature does not necessarily indicate agreement. The teacher shall have the right to provide a written response to this review including a designation as to where the evaluation is unfair, unjust or inaccurate. A Support Plan shall then be created that focuses on the Iowa Teaching Standards not being met and a new performance review shall be held at a mutually agreed upon time within the next six (6) to twelve (12) months, following the Teacher Support procedures.

5. At any time a teacher can be placed on a teacher support plan if it is determined that they are not meeting one or more of the Iowa Teaching Standards.

E. TEACHER SUPPORT PROCEDURES
   1. Teacher support is designed to provide clear intervention for teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structure process for teachers who have been identified as needing support. A Support Plan will be at least six (6) months in length, but no more than twelve (12) months.
2. Support Procedures
   a. The support procedures will begin with a formal meeting between the teacher and
      the principal. During this meeting, the principal will present a plan of support
      which will convey to the teacher, in writing the specific behaviors that do not meet
      the Iowa Teaching Standards, actions the teacher should complete for the purpose
      of improving performance identified as unsatisfactory, a timeline for completion of
      those actions, and any additional supports the principal or district may provide.

   b. At the request of the teacher a mentor(s) shall be provided. Participation as a
      mentor shall be voluntary. The principal and the teacher shall mutually select the
      mentor(s).

   c. The role of the mentor(s) is to use data and information provided by the principal
      and the teacher to assist in developing a planned approach to help the teacher meet
      the Iowa Teaching Standards. Strict confidentiality will be maintained by the
      mentor(s). Observations and comments made by the mentor(s) are not reported to
      the principal, and do not become part of the teacher’s evaluation. The support
      provided is targeted solely at helping the teacher improve his or her performance in
      relation to the Iowa Teaching Standards.

   d. After the Support Plan has been completed, or upon receipt of a written request
      from a teacher to discontinue the process, the principal shall make one of the
      following recommendations.
      1. Concern resolved.
      2. Concern not resolved, the teacher will be placed on an intensive
         assistance plan for a period no less than 2 months and no longer than 6
         months.

   e. The teacher may have a representative present at any meeting involving the
      performance review or other evaluation.

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ARTICLE XXI
PERSONNEL FILE

A. ACCESS
   Each employee in the presence of the Superintendent, the Superintendent’s designee or
   the building principal shall have the right during normal business hours to review the
   non-confidential contents of his/her personnel file as maintained by the Board and the
   building principal. The Board shall make the final determination as to which matter is
   confidential and which matter is non-confidential, but, the foregoing notwithstanding, the
   contents of the personnel file originated by the Board, the Superintendent and other local
   administrative personnel shall not be defined by the Board as confidential contents. A
   representative of the Association or the employee’s legal representative may, at the
employee's request only, accompany the employee in this review. The employee shall have the right to reproduce any of the non-confidential contents of the employee’s file in the presence of the Superintendent, the Superintendent's designee or the building principal.

B. NOTIFICATION OF ADDITIONS TO THE FILE
In the event that material is placed in the employee’s personnel file, other than the results of formal evaluation, the employee shall be notified in writing that material has been placed in his/her personnel file without any specific definition or description of the material placed therein.

C. CONTENTS OF PERSONNEL FILE
The Board and the Board’s designee shall have the sole and final determination as to the information or material that may be placed or retained in the employee’s personnel file, subject to the requirements of A above as to written responses by employees and to the requirements of Employee Evaluation Procedure as to written responses by employees.

ARTICLE XXII
VOLUNTARY TRANSFER PROCEDURE

Requests for change or transfer in grade or subject assignment or building or classroom shall be filed with the Superintendent in writing on the form provided by the Board. Requests for change or transfer may be filed at any time during the fiscal year covered by this agreement.

The Superintendent or Superintendent’s designee shall post all known vacancies at the building level, as well as on the District website with notification to district employees through the use of District email. All postings will define subject area, grade, class and building of said vacancy. As to vacancies which arise during vacations the Superintendent shall notify the Association, which shall assume responsibility for notifying its members. Request for change or transfer filed during the previous fiscal year shall not be considered for vacancies occurring during this fiscal year unless refiled in the current fiscal year.

The Board shall defer action as to each posted vacancy until after the period of three (3) school days has elapsed after the posting. The action of the Board as to each posted vacancy shall likewise be posted in each building.
ARTICLE XXIII
IN VOLUNTARY TRANSFER PROCEDURE

In the event that the Board has determined that a vacancy shall be filled by a transfer of an employee other than from a request on file pursuant to Voluntary Transfer Procedure in Article XXII, or in the event that the Board shall determine that any other change or transfer in grade or subject assignment or building or classroom is necessary, the Board shall notify the transferee of its intended action within three (3) calendar days of its decision. Thereafter, the transferee, may within three (3) working days, request in writing a hearing before the Board. If a hearing is requested, it shall be held prior to any final action by the Board on the transfer. The decision of the Board after said hearing shall be final. Involuntary transfers shall not be made for wholly arbitrary and wholly capricious reasons. Should any grievance ever be pursued to arbitration under this paragraph, the authority of the arbitrator shall be limited to deciding only whether there was lacking any non-arbitrary, non-capricious rationale for the transfer, and the arbitrator shall not be empowered to order any remedy should he/she find any such rationale not to exist.

ARTICLE XXIV
STAFF REDUCTION

A. COVERAGE
All certified staff members shall be subject to this Article.

B. NOTIFICATION
1. When the Board of Education has determined that a staff reduction is necessary, it will notify the Association and the affected employee in writing of the position(s) to be affected by April 30. This notification may be delivered in person by the Superintendent, his/her building principal or by certified mail.

2. Reductions due to attrition shall be considered first when contemplating staff reduction.

C. PROCEDURE
1. When a position is to be eliminated, the Board shall give notification of termination in the following category:
   a. PK-12

The board shall notify the least senior employee by position. The reduced employee will have the right to replace the least senior employee in a different position that he/she is currently certified to teach. If the notification results in the elimination of a program, the board shall notify the next least senior employee whose notification shall not result in the elimination of a program.
2. An employee who is to be terminated pursuant to this Article will have the right to recall; however, prior to said recall, the Superintendent and the Board shall first conduct the Voluntary Transfer Procedure set forth in Article XXII and shall have the right to implement the Involuntary Transfer Procedures set forth in Article XXIII.

D. SENIORITY
1. For the purpose of this Article, all employees hired in the Independence Community School District will have their seniority computed from their most recent date of hire in the district.

   When two or more employees have the same Board date of hire in the District, the following procedure will be used to determine seniority:
   1. The employee meeting the most teaching standards as defined by the State of Iowa and subject to Article XX.
   2. The employee with the earliest date/time stamp on his/her original contract. For all contracts prior to July 1, 2011 the signed date on their contract will be used for seniority.
   3. If seniority can still not be determined lots will be drawn.

2. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves or absence, but such time will not be counted in computing seniority.

3. No later than September 30 of each year, the Superintendent or his/her designee will provide the Association with a list showing the seniority of each employee employed by the Board, their area(s) of certification as indicated by their teaching certificate, and will, thereafter, notify the Association of any changes in said list on or before the following dates: January 15, April 15.

4. With regards to supplemental contracts, those persons employed by the Independence Community School District as a certified staff member shall be considered tenured over those persons not employed as a certified staff member by the Independence Community School District.

E. RECALL
1. If there is a teaching vacancy in the Independence Community School District, employees terminated pursuant to this Article whose certificate certifies them to perform the work in question will be recalled in the order of the person with the most seniority being recalled first.

2. Notice of recall will be given in person via hand delivery or by certified mail to the last address given to the Board by the employee. A copy of the notice of recall will
be given to the Association. An employee must respond by certified mail which must be postmarked within five (5) calendar days after receipt of the above notice of recall or in person within that same timeframe. Upon failure to reply, the employee will be deemed to have refused the position offered and shall be dropped from the recall list.

3. The recall list shall remain active and in force for two (2) years from the effective date of termination with notification. Such notification shall be given by certified mail.

4. Employees terminated pursuant to this Article shall receive no insurance benefits at Board expense during that status, but may elect to continue insurance benefits by paying the premiums themselves, directly to the carrier, contingent upon approval of aid procedures by the respective insurance carriers.

5. All benefits to which an employee was entitled at the time of their layoff, including seniority, will be restored to the employee upon their return to active employment and the employee will be placed on the proper step of the salary schedule for the employee’s current position according the employee’s experience in the District and education. Additionally, the employee shall have their sick leave accumulation restored.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
signed by their representative president, all on the
_______ day of ____________, 2016.

INDEPENDENCE
TEACHERS ASSOCIATION

by Joel Dinger
Chief Negotiator

by Diane Kinseth
ITA President

INDEPENDENCE
COMMUNITY SCHOOLS

by Brian C. Eddy
Board President

by Jean Peterson
Superintendent of Schools
APPENDIX A

GRIEVANCE REPORT

Form available on District Website

Independence Community School District

No.

Building

Date Filed

Name of Aggrieved Person

STEP ONE

A. Date violation occurred

B. Section(s) of contract violated

C. Statement of Grievance*

D. Relief Sought*

Date

Signature

E. Disposition by Principal*

Date

Signature

*If additional space is needed, attach additional sheets.
STEP TWO

A. ____________________________
   Signature of Aggrieved Person     Date Received by Superintendent

B. Disposition by Superintendent or Designee
   ____________________________

            Date                      Signature of Superintendent or Designee

STEP THREE

A. ____________________________
   Signature of Aggrieved Person     Signature of Association President

B. ____________________________
   Date Submitted to Arbitration     Date Received by Arbitrator

C. Disposition and Award of Arbitrator
   ____________________________

            Date of Decision          Signature of Arbitrator

*If additional space is needed, attach additional sheets.

NOTE: All provisions of Article III of the Agreement, Date ______________, 20____ shall be strictly observed in the settlement of grievances.
## APPENDIX B
### INDEPENDENCE COMMUNITY SCHOOL DISTRICT

**Generator Base:** $31,340  
**Flat Rate:** + $6,478  
**Base Salary:** $37,818

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## APPENDIX C

**SUPPLEMENTARY SCHEDULE**

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<tr>
<td>2</td>
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</tr>
<tr>
<td>3</td>
<td>Assistant Summer Band, Prom Advisor, National Honor Society, Assistant Large Group Speech Director, Assistant Small Group Speech Director</td>
</tr>
<tr>
<td>4</td>
<td>Junior High Coaches, Summer Band, Color Guard, Drum line, Assistant Musical, Junior High Student Council, Mock Trial, Robotics, FCCLA</td>
</tr>
<tr>
<td>5</td>
<td>Student Council, High School Play Director, High School Musical Director, Large Group Speech Director, Small Group Speech Director, Dance Team</td>
</tr>
<tr>
<td>6</td>
<td>Elementary Band, Assistant Vocal Director, Marching Band</td>
</tr>
<tr>
<td>7</td>
<td>Assistant High School Coaches (football, basketball, wrestling, track, softball, baseball, volleyball, golf, tennis, soccer) Cheerleading, Yearbook, AV Tech Club</td>
</tr>
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<td>8</td>
<td>Head High School Coaches (volleyball, girls’ track, boys’ track, boys’ cross country, girls’ cross country, boys’ golf, girls’ golf, boys’ tennis, girls’ tennis, soccer, bowling) Asst. Jazz Band</td>
</tr>
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<td>9</td>
<td>Assistant Band Director, Head High School Coaches (wrestling, girls’ basketball, boys’ basketball, football, softball, baseball,) Strength and Conditioning Coach</td>
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<tr>
<td>10</td>
<td>Vocal Director, Band Director, Assistant Athletic Director</td>
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## Independence Community School District
### 2016-2017 Supplemental Salary Schedule

<table>
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<tr>
<th>Category</th>
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### Step 0
- $794
- $953
- $1,270
- $1,588
- $1,905
- $2,223
- $2,540
- $3,175
- $3,493
- $4,128

### Step 1
- $826
- $991
- $1,321
- $1,651
- $1,981
- $2,311
- $2,642
- $3,302
- $3,632
- $4,293

### Step 2
- $857
- $1,029
- $1,372
- $1,715
- $2,057
- $2,400
- $2,743
- $3,429
- $3,772
- $4,458

### Step 3
- $889
- $1,067
- $1,422
- $1,778
- $2,134
- $2,489
- $2,845
- $3,556
- $3,912
- $4,623

### Step 4
- $921
- $1,105
- $1,473
- $1,842
- $2,210
- $2,578
- $2,946
- $3,683
- $4,051
- $4,788

### Step 5
- $953
- $1,143
- $1,524
- $1,905
- $2,286
- $2,667
- $3,048
- $3,810
- $4,191
- $4,953

### Step 6
- $984
- $1,181
- $1,575
- $1,969
- $2,362
- $2,756
- $3,150
- $3,937
- $4,331
- $5,118

### Step 7
- $1,016
- $1,219
- $1,626
- $2,032
- $2,438
- $2,845
- $3,251
- $4,064
- $4,470
- $5,283

### Step 8
- $1,048
- $1,257
- $1,676
- $2,096
- $2,515
- $2,934
- $3,353
- $4,191
- $4,610
- $5,448

### Step 9
- $1,080
- $1,295
- $1,727
- $2,159
- $2,591
- $3,023
- $3,454
- $4,318
- $4,750
- $5,613

### Step 10
- $1,111
- $1,334
- $1,778
- $2,223
- $2,667
- $3,112
- $3,556
- $4,445
- $4,890
- $5,779

### Step 11
- $1,143
- $1,372
- $1,829
- $2,286
- $2,743
- $3,200
- $3,658
- $4,572
- $5,029
- $5,944

### Table Notes:
- The salary increments for each step are in parentheses following the step number.
APPENDIX D

Lane Change Class Pre-Approval Form

Prior approval is required, **before classes begin**, to use credit hours towards lane change on salary schedule.

Name (please print): ______________________________________________________

Date Course Starts: ______________

College/University: ______________________________________________________

Course Name: ____________________________________________________________

Course Number: __________________________________________________________

Course Description: ______________________________________________________

________________________________________________________

Graduate Credit Hours: ______________

Current Lane on Salary Schedule: ______ New Lane on Salary Schedule: ______

Contract year projected for lane change to be completed: ______________

**Original transcript(s)** must be in the Administration Office on or before September 1st of the year to be affected by the advance before a new contract will be issued.

Staff Signature: __________________________________ Date: ______________

Approved: Yes _____ No _____

Date: ______________

________________________________________

Superintendent’s Signature
APPENDIX E

Lane Change Intent Form

Deadline for filing this form is March 15th of the preceding school year in which the lane change will take effect.

Name (please print): ________________________________

I have completed the following educational requirements to advance horizontally on the salary schedule from ________ to ________ for the ________ school year. A lane change pre-approval form has been submitted and approval has been obtained for all courses.

I will have original transcripts of earned credits in the Administration Office on or before September 1st of the school year to be affected by the advance.

Staff Signature: ___________________________ Date: ________________
APPENDIX F

SICK LEAVE BANK AUTHORIZATION

*Form available on District Website*

I authorize the transfer of one day of my sick leave to the sick leave bank for the current school year.

NOTE: All provisions of Article XIV of the Agreement shall be observed. Submit no later than September 10th.

______________________________________________

Employee Name - PRINT

______________________________________________  __/___/____

Employee Signature  Date

______________________________________________  __/___/____

Superintendent’s Signature  Date