



ANKENY
COMMUNITY SCHOOL DISTRICT

The Ankeny Community School District engages all students in an educational experience that equips them with the skills to flourish in and contribute to an ever-changing world.

Minutes
Ankeny School Board Meeting
December 5, 2022
5:00 PM

Please turn off cellular phone during the meeting. Thank you.

Members Present

Ryan Weldon - President
Joy Burk - Vice President
Sarah Barthole
Katie Claeys
Aaron Johnson
Joshua Palik
Amy Tagliareni

Board Members Absent

Others in Attendance

Melissa Schilling
Carole Eckles-Harding
Jessica Dirks
Susan Tarasi
Shelly Northway
Jan Brown
Jennifer Jamison
Sara Doruska
Taylor Bennett
Sarah Murphy
Samantha Aukes
Dr. Darin Haack
Dr. Erick Pruitt
Tim Simpkins
Jason Gibson
Ken Morris, Jr.
Kimberly Reicks
Michelle Lindell
Erin Huisman

Tara Owen

1. Call To Order

a. Board Meeting Location

The Board meeting will be held in the west gym at Prairie Ridge Middle School located at 1010 NW Prairie Ridge Drive, Ankeny, IA 50023.

b. The Work Session will begin at 5:00pm with the Regular Board Meeting to follow at 6:00pm

2. Approval Of Agenda

On a motion by Katie Claeys and seconded by Sarah Barthole, it was RESOLVED: The board approved a motion to approve and accept this agenda with an amendment to item 7d, personnel report, as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

3. Work Session

a. District Audit Review Session Two Continued

4. Board Meeting Access

a. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

5. Pledge of Allegiance

6. Communication From The Public

Kimberly Reicks - Northview Emergency

Michelle Lindell - concerns

7. Consent Agenda

a. Minutes

- Regular Board Meeting Minutes November 21, 2022
- Organizational Board Meeting Minutes November 21, 2022

b. Open Enrollment

c. Paid Bills

d. Personnel Report - Amended

e. Out-of-State Travel Request

- French Exchange Program March 6-16, 2024

f. Approval of Consent Agenda

On a motion by Joy Burk and seconded by Katie Claeys, it was RESOLVED: The board approved a motion to approve and accept these consent agenda items as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

8. Information Only

9. Old Business

a. Contracts and Agreements

NEW

- PowerSchool - Spark Hire - January 1, 2023 - December 31, 2023 for \$13,058.33
- Professional Services Agreements - Musical Services - Festival of Choirs - December 8-11, 2022
 - Leah Kolner - Concertmaster - \$800.00; Cristina Deeds - \$325.00; Sarah Van Dusen - \$325.00; Craig Swartz - \$325.00; Dan Hartzler - \$325.00; Justin Williams - \$325.00, Crystal Rumbaugh - \$325.00; Gretchen Theesfield - \$325.00; Marie Eikenberry - \$325.00; Laura McNulty - \$325.00; Ben Holthaus - \$325.00; Sharon Stilwell - \$325.00; James Garcia - \$325.00; Steve Charlson - \$325.00; Elizabeth Buxton - \$325.00; Adalyn Sidon - \$175.00; Becca Vieker - \$325.00; Anjali Tripathy - \$175.00; Dana Slotter - \$325.00; Abby Johnson - \$175.00; Brooke Carter - \$325.00; Lily Nelson - \$175.00
- Lexi Robson - Professional Services Agreement - Choreography for CHS Show Choir - August 1, 2022 - January 31, 2023 for \$11,350.45
- Braxton Carr - Professional Services Agreement - Choreography for CHS Show Choir - August 1, 2022 - January 31, 2023 for \$9,178.56
- SLM Holdings Corp dba Primrose School Of Ankeny at Prairie Trail - Professional Services Agreement - BEYOND work experience - November 29, 2022 - November 28, 2023 - No Cost
- Munroe-Meyer Institution - December 5-8, 2022 - \$109.62/hr and \$.34/mile
- Lisa Even - Even Connection LLC - Rising Tides Conference for Orbis Students on December 9, 2022 - No Cost
- MidAmerican Energy - Easement - 1702 NW Abbie Drive, Ankeny, IA
- Karen O'Loughlin - Professional Services Agreement - KO Consulting - August 23, 2022 - June 30, 2023 for \$71/hr
- Nicholas Harrison - Professional Services Agreement - Swimming Timer - August 22, 2022 - February 10th, 2023 for \$440.00

RENEWAL

- Heartland Business Systems - Smartnet Renewal - December 10, 2022 - December 9, 2023 - \$55,476.28
- Gallagher Benefit Services, Inc - July 1, 2022 - July 1, 2023 for \$60,000/yr

AMENDMENT

- Qualtrics Addendum - December 27, 2022
- Jennifer Petsche - Professional Service Agreement - Chose Show Choir Choreography - Extended through January 2, 2023 for \$3,500.00
- Landin (Davis) Churchman - Professional Services Agreement - Show Choir Choreographer - August 11, 2022 - January 2, 2023 for \$3,500.00
- Per Mar Security Services Addendum - November 28, 2022 - \$50.00/Month
- MOU Ankeny Education Association - Quiz Bowl Sponsor - December 5, 2022- June 30, 2023
- MOU Ankeny Education Association - Schedule D Payments - December 5, 2022 - June 30, 2023

OTHER

- Ballard Community School District Inter-Agency for Special Education Program 2022-2023 School Year - (3)
- Sioux City Community School District - Contracted Service for Regular Education - 2022-2023 School Year - (1)
- Ankeny Community School District - Inter Agency Contract for Special Education Transportation Services - 2022-23 School Year - (1)

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve and accept the contracts and agreements as presented. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

b. Public Hearing - Sale of Land and Temporary Easement for \$2,480.00

There were no written or oral comments regarding the public hearing for sale of land and temporary easement at NW 18th St and NW Briargate Dr. for \$2480.00.

c. Approve the Sale of Land and Temporary Easement at NW 18th St and NW Briargate Dr for \$2,480.00

On a motion by Aaron Johnson and seconded by Joshua Palik, it was RESOLVED: The board approved a motion to approve the sale of land and temporary easement at NW 18th St and NW Briargate Dr. for \$2,480.00 as presented. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

d. Reject all bids received for the Northwest Elementary HVAC Retrofit project per architect's recommendation, and reserve a new date yet to be determined for receiving bids pursuant to new notice to bidders.

On a motion by Aaron Johnson and seconded by Joshua Palik, it was RESOLVED: The board approved a motion to reject all bids received for the Northwest Elementary HVAC Retrofit project per architect's recommendation, and reserve a new date yet to be determined

for receiving bids pursuant to new notice to bidders as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

e. Reject all bids received for the Southview Middle School Restroom Outbuilding Project project per architect's recommendation, and reserve a new date yet to be determined for receiving bids pursuant to new notice to bidders

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to reject all bids received for the Southview Middle School Restroom Outbuilding Project project per architect's recommendation, and reserve a new date yet to be determined for receiving bids pursuant to new notice to bidders as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

10. New Business

a. Policies - First of Two Readings

- 1004.25 Distribution of Materials *Five-year review; edits for clarity & consistency; proposed removal of procedural language for inclusion in alternate regulatory & communication channels*
- 203.90 Naming of Facilities *Five-year review; edits for clarity & consistency.*
- 400.58 Suspension *Five-year review; edits for clarity & consistency.*
- 502.50 Expulsion *Five-year review; edits for clarity & consistency.*
- 502.20 Tobacco Products, Alcohol, Drugs *Edits to further align district policy with recommendations for the American Heart Association*
- 801.81 Transfer of Funds *Five-year review; edits for clarity & consistency*
- 805.30 Student Records *Five-year review; edits for clarity & consistency.*
- 1004.60 Community Fundraising *Five-year review; edits for clarity & consistency & to reflect the role of Community Engagement.*
- 1004.50 Use of District Facilities *Edits for clarity & consistency; proposed removal of procedural language for inclusion in alternate regulatory & communication channels*

On a motion by Aaron Johnson and seconded by Joshua Palik, it was RESOLVED: The board approved a motion to approve and accept the first of two policy readings as presented.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

11. Board Member Reports

Director Barthole said she has had a pretty quiet couple of weeks but has both Calendar and Policy Committee meetings this week in addition to an event with Orbis students.

Director Claeys will attend Policy and Calendar Committee meetings this week. She is looking forward to touring Neveln this month. She has coffee dates set up with all three legislators and looks forward to talking with them about how they plan to advocate for public

education and sharing her concerns with them.

Director Burk will attend an Orbis event this week with about 80-90 community members volunteering for that event as well. She is looking forward to it.

Student board representative Bennett encouraged everyone to put the Festival of Choirs on their calendar; it's a great event.

Director Johnson has a meeting set with a legislator and is looking forward to that conversation.

Director Weldon wanted to thank Southeast Elementary for allowing him to take part in the instructional rounds process.

12. Superintendent Reports

Dr. Pruitt visited the Northwest Elementary literacy classroom with Tara Owen and Marci Bailey and thanked Northwest for hosting them. He also took part in instructional rounds at Southeast Elementary and thanked the teachers there. Dr. Pruitt is a journalism club leader at Southeast Elementary and they had a meeting last week. He had a lot of fun and is looking forward to those monthly meetings.

13. Closed Session

14. Adjournment

On a motion by Sarah Barthole and seconded by Joshua Palik, it was RESOLVED: The meeting was adjourned at 6:21pm.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

Respectfully Submitted,

Board President

Board Secretary



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: District Audit Review Session Two Continued

ATTACHMENTS:

File Name	Description	Type	Upload Date
District_Audit_Review_Session_Two_Continued.pdf	District Audit Review Session Two Continued	Support Document	12/2/2022



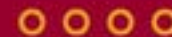
ANKENY
COMMUNITY SCHOOL DISTRICT

Board Work Session

District Audit Report Review: Session 2

The Vision: All Students Are Prepared to Realize
their Postsecondary
Aspirations

October 17, 2022



MISSION STATEMENT

The Ankeny Community School District engages all students in an educational experience that equips them with the skills to flourish in and contribute to an ever-changing world.

Session objectives:

1. Synthesize information to inform decision-making

Session outcomes:

1. Analyze district data for areas of strength and opportunities for improvement.
2. Identify recommendations that allow will assist in achieving the district's mission



Graduations Rates

Please review page 5 along with figure 3A on page 6 and provide responses to questions 1-3.



Graduations Rates

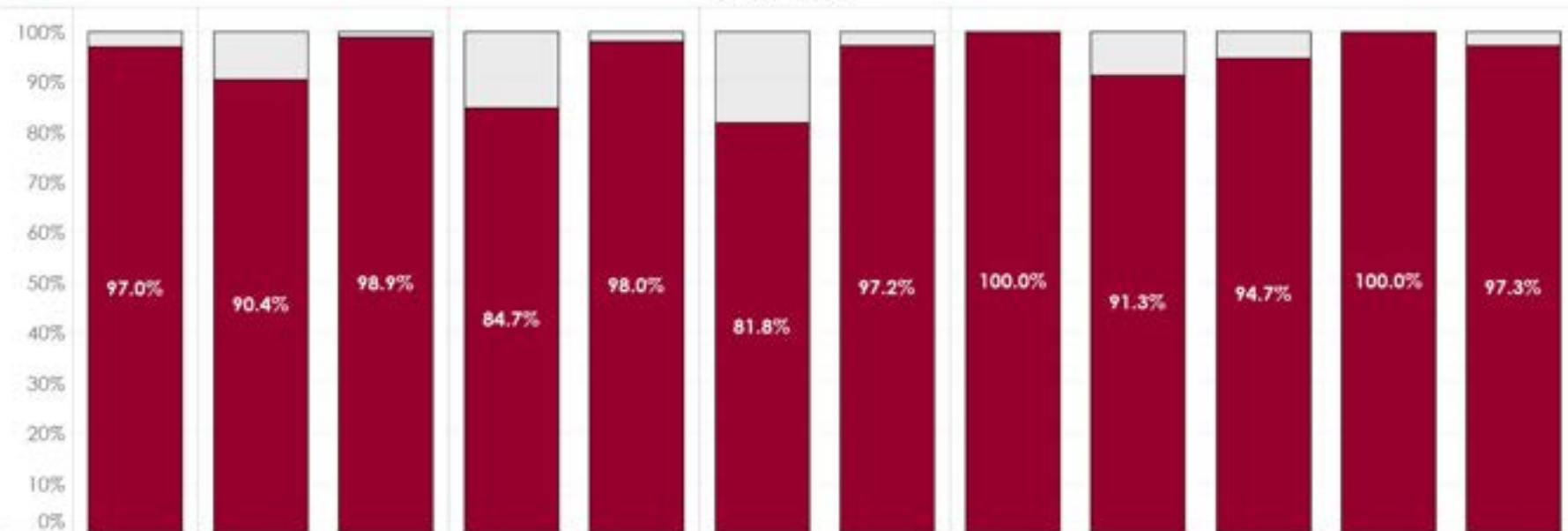
Review Figure A. Graduation Rate: 4 Years

- How does Figure A change your perspective about the student group graduation rates?



ACSD 4-Year Graduation Rate

Class of 2020

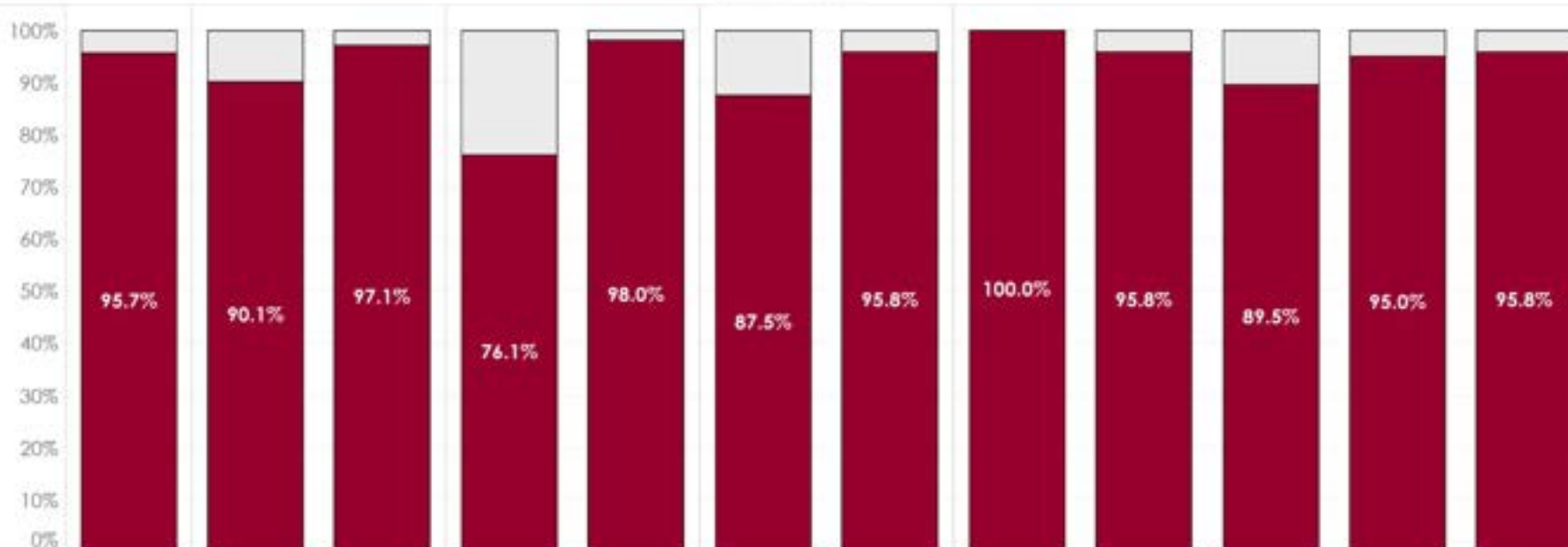


	All Students	Low SES (FRL)	Not Low SES	Students with Disabilities (IEP)	Students without an IEP	English Learners (ESOL)	English Language Proficient	Asian	Black or African American	Hispanic/Latino	Two or More Races	White
Graduates	772	161	611	50	722	9	763	15	21	36	25	673
Non-graduates	24	17	7	9	15	2	22	0	2	2	0	19
Total	796	178	618	59	737	11	785	15	23	38	25	692



ACSD 4-Year Graduation Rate

Class of 2021



Graduates	802	155	647	67	735	7	795	35	34	19	688
Non-graduates	36	17	19	21	15	1	35	0	1	1	30
Total	838	172	666	88	750	8	830	35	24	20	718



Attendance

Review pages 6-7 and provide responses to questions 5 and 6.



Attendance Rates

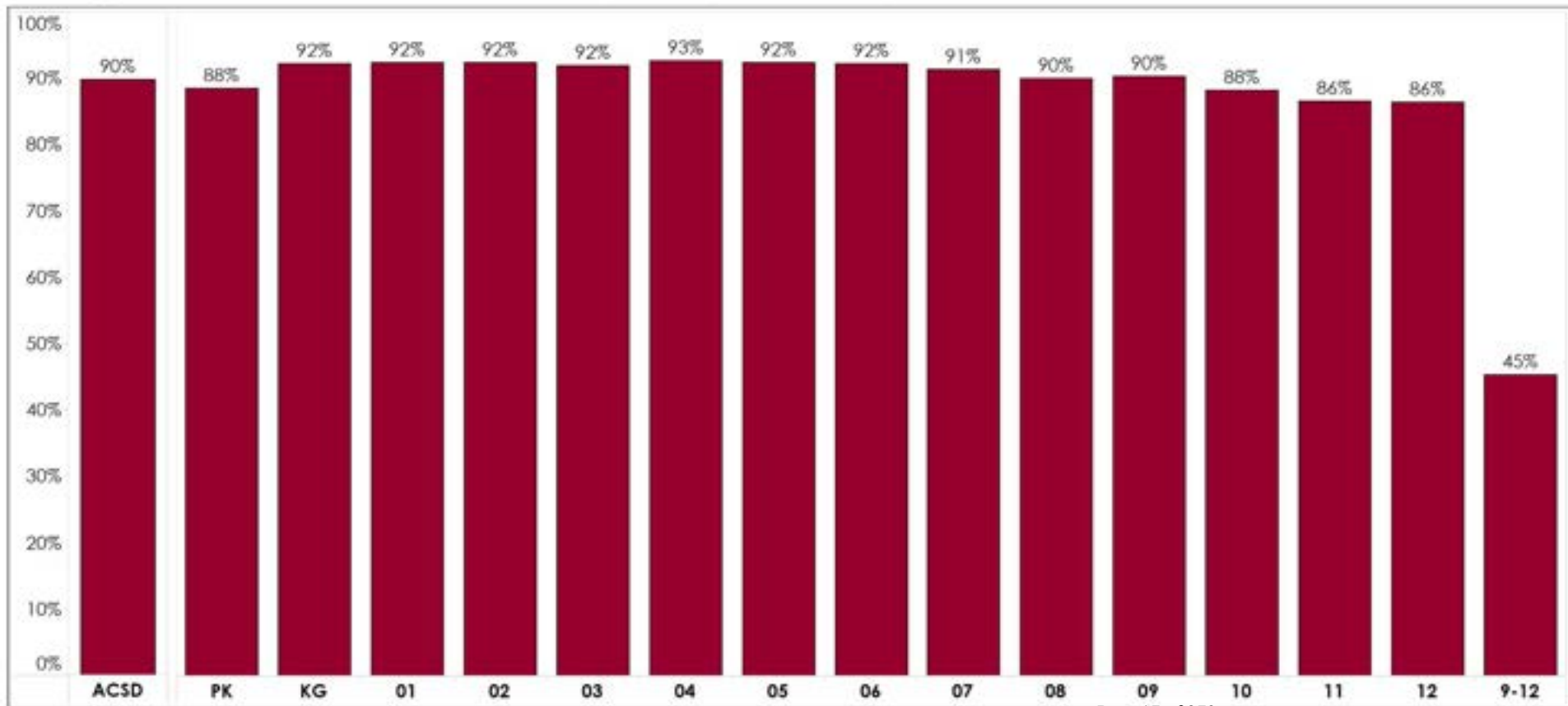
Review Figure B. 2021-2022 Attendance Rates

- Does the data provide further insight about student attendance? Why or why not?



2021-22 District Attendance Rates*

Secondary based on periods; Elementary based on AM/PM



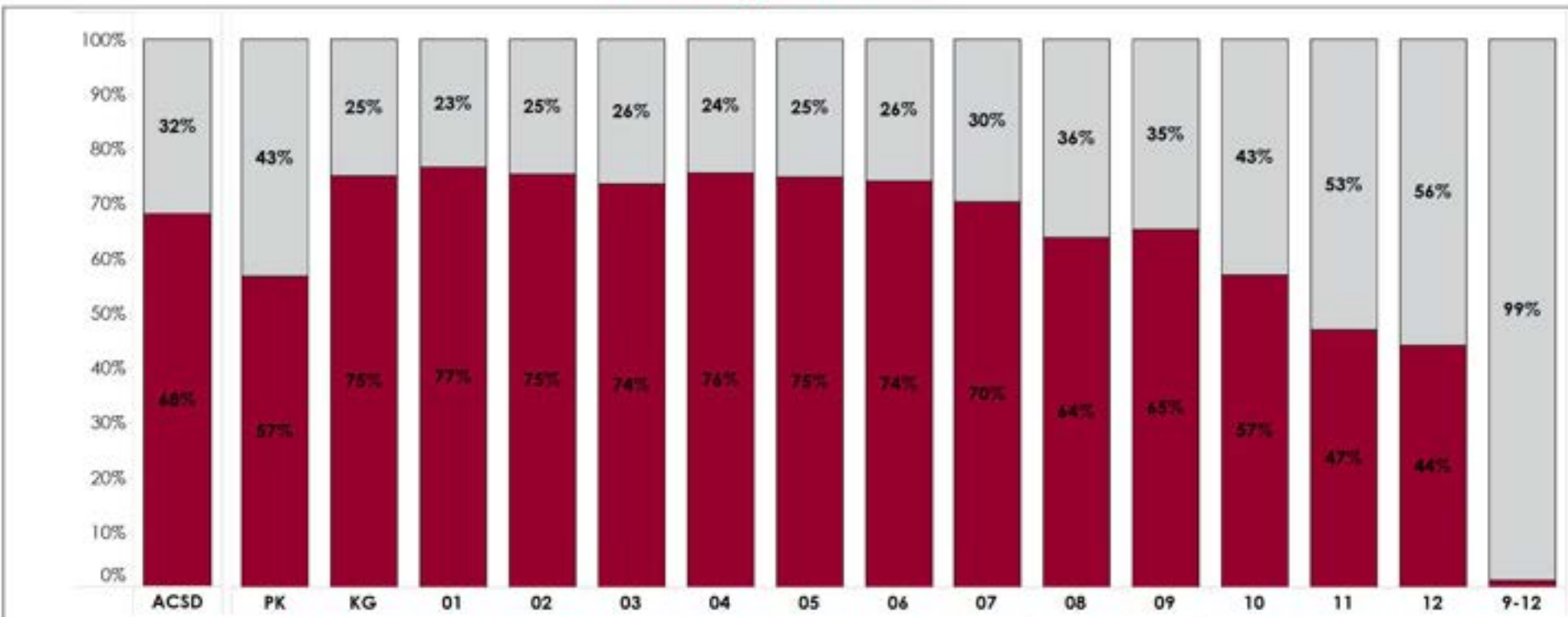
*NOTES: Includes all students enrolled at any time of the school year.
Includes all absences from class, including those coded as Exempt, such as early release for athletic event.



2021-22 District Attendance Rates*

Secondary based on periods, Elementary based on AM/PM

Students Meeting Goal of 90% Attendance



Did Not Meet	4,187	181	270	245	269	270	249	259	260	297	387	342	452	560	523	84
Met Target	8,908	237	807	801	821	754	770	772	744	705	683	641	597	495	414	1
Grand Total	13,095	418	1,077	1,046	1,090	1,024	1,019	1,031	1,004	1,002	1,070	1,002	1,049	1,055	937	85

*NOTES: Includes all students enrolled at any time of the school year.
Includes all absences from class, including those coded as Exempt, such as early release for athletic event.



School Climate and Culture

Review pages 7-10 and provide responses to questions 9-11.



Student Performance

Review pages 10-12 along with Figure C and provide responses to questions 13-15.



Student Performance

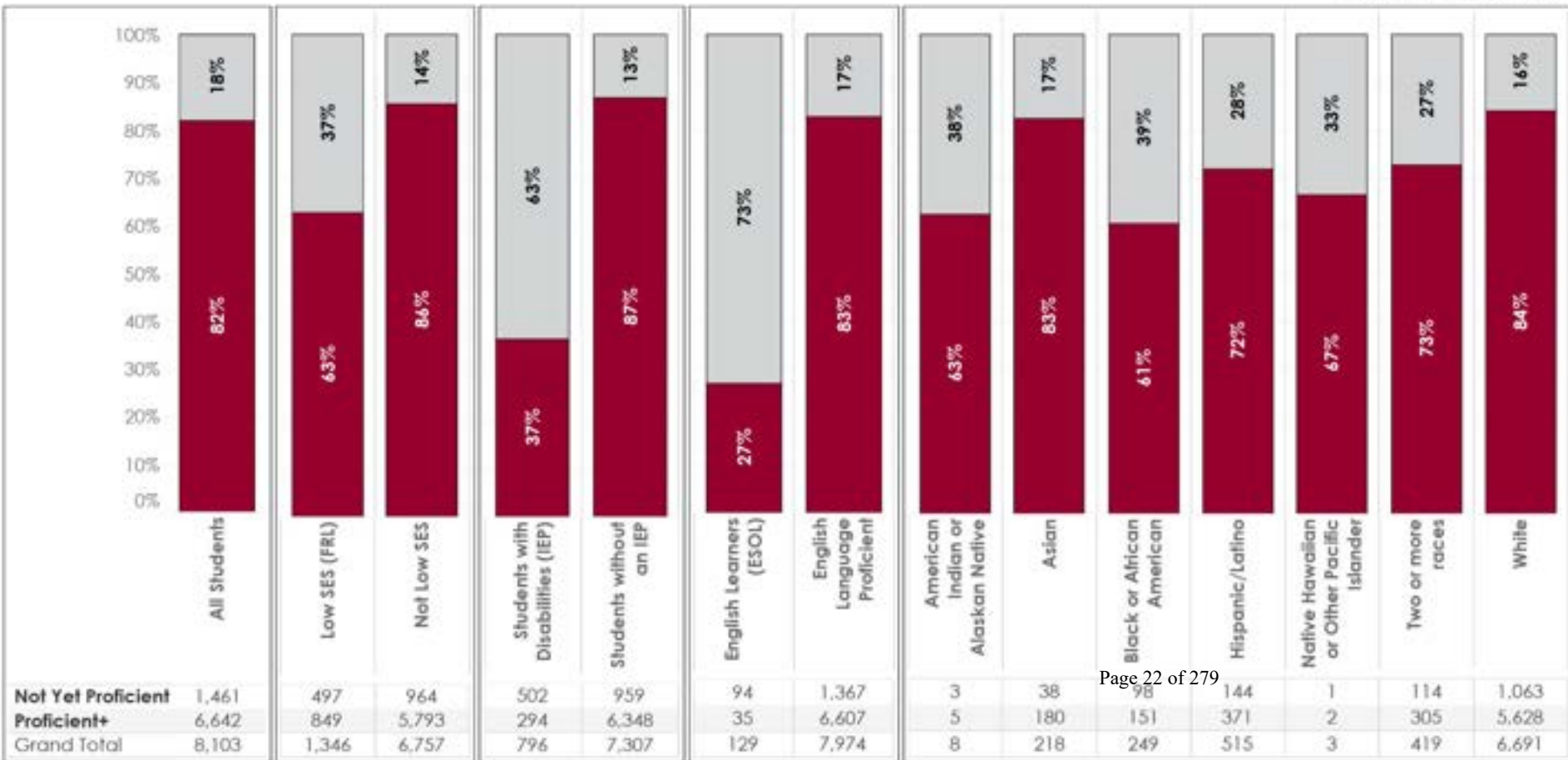
Review Figure B. 2021-2022 Attendance Rates

- Does the data provide further insight about student attendance? Why or why not?



ELA Performance 2020-21 Grades 3-11

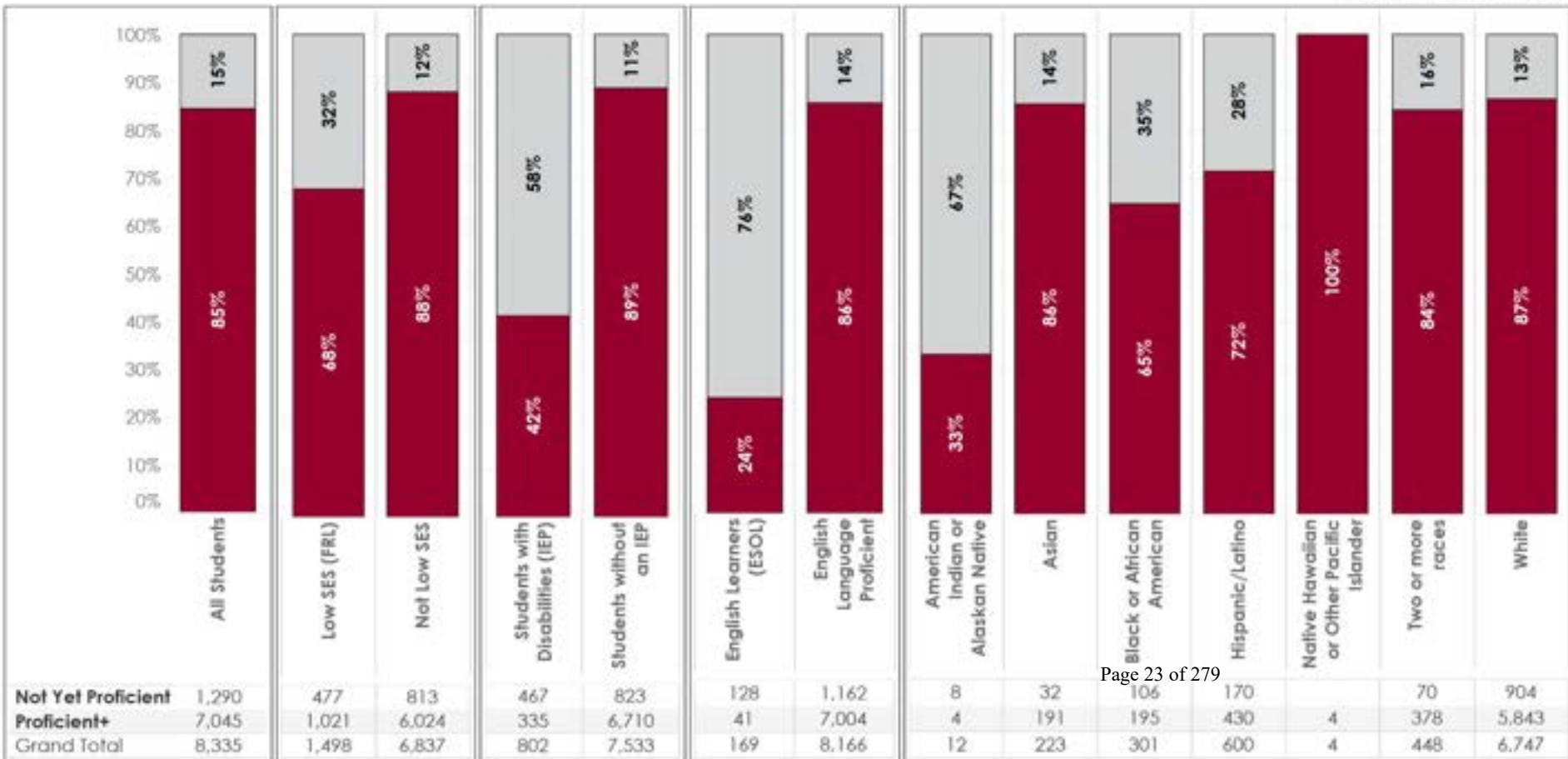
English-Language Arts





ELA Performance 2021-22 Grades 3-11

English-Language Arts

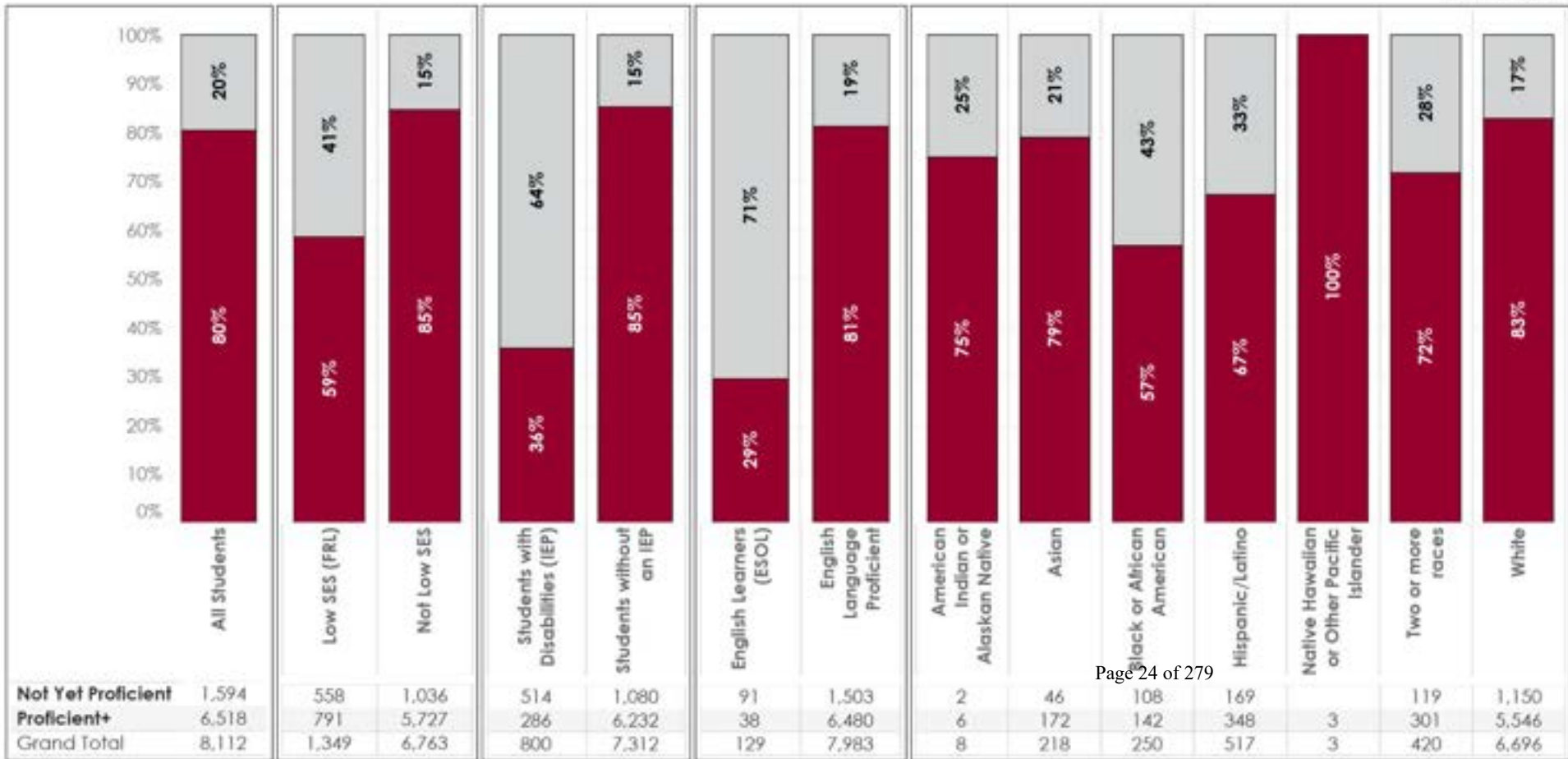




Math Performance 2020-21

Grades 3-11

Mathematics

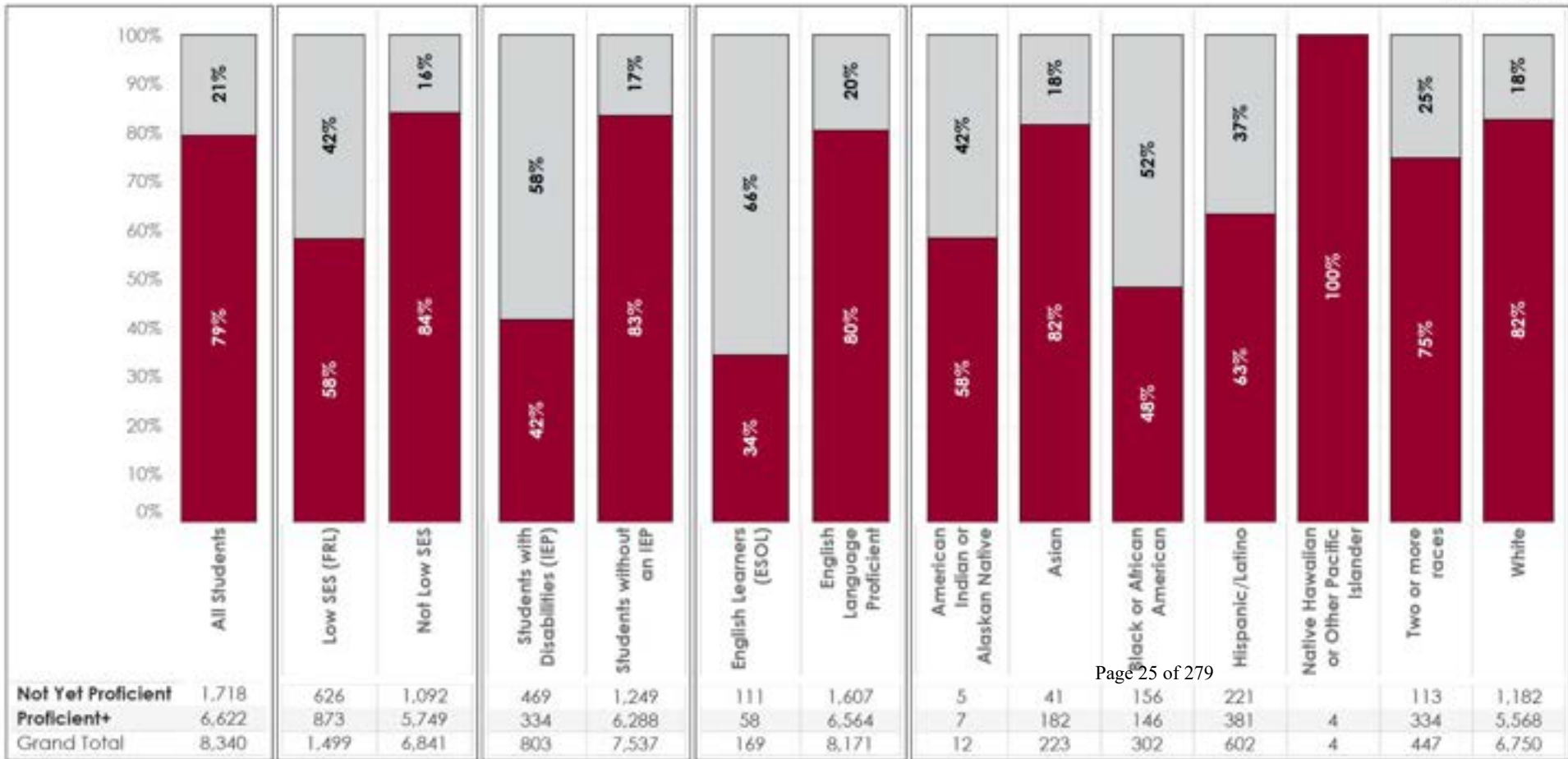




Math Performance 2021-22

Grades 3-11

Mathematics





Recommendations

1. Review the six recommendations and identify the 2 that you believe are the highest priority for the district.
2. With your partner, share the 2 recommendations you identified and why.
3. Write the number of the recommendations you identified on the white index card.



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Minutes

Extended Information:

- Regular Board Meeting Minutes November 21, 2022
- Organizational Board Meeting Minutes November 21, 2022

ATTACHMENTS:

File Name	Description	Type	Upload Date
Minutes with consent agenda 11.21.22.pdf	Reg. Mtg. Minutes 11.21.22	Support Document	12/2/2022
Minutes Organizational Meeting 11.21.22.pdf	Minutes Org. Mtg. 11.21.22	Support Document	12/2/2022



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Minutes
Ankeny School Board Meeting
November 21, 2022
6:00 PM

Please turn off cellular phone during the meeting. Thank you.

Members Present

Ryan Weldon - President
Aaron Johnson - Vice President
Sarah Barthole
Joy Burk
Katie Claeys
Joshua Palik
Amy Tagliareni

Board Members Absent

Others in Attendance

Jennifer Jamison
Samantha Aukes
Sarah Murphy
Mia Frommelt
Sarah Bohnsack
Jessica Dirks
Robert Schwarz
Tim Simpkins
Susan Tarasi
Jen Lindaman
Dallon Christensen
Tara Owen
Dr. Darin Haack
Dr. Erick Pruitt
Taylor Bennett
Melissa Schilling

1. Call To Order

a. Board Meeting Location

The Board meeting will be held in the west gym at Prairie Ridge Middle School located at 1010 NW Prairie Ridge Drive, Ankeny, IA 50023.

b. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

2. Approval Of Agenda

a. Superintendent's Recommendation: Approve and accept this agenda with/without amendment.

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve and accept this agenda with an amendment to item 5d, personnel report, as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

3. Pledge of Allegiance

4. Communication From The Public

5. Consent Agenda

a. Minutes

- Regular Board Meeting Minutes November 7, 2022

b. Open Enrollment

c. Paid Bills

d. Personnel Report

e. Settlement for FY22 (Treasurer's Report)

f. Approval of Consent Agenda

On a motion by Joy Burk and seconded by Sarah Barthole, it was RESOLVED: The board approved a motion to approve and accept these consent agenda items as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

6. Information Only

- a. **Presentation: FY22 Annual Comprehensive Financial Report (ACFR)/Audit - Bohnsack & Frommelt**
- b. **Presentation: Rob Schwarz, RSP & Assoc. Annual Enrollment Update and Facility Master Plan Update**
- c. **Facilities & Finance Committee Minutes - October 2022**
- d. **Policy Committee Meeting Minutes - October 2022**
- e. **SIAC Meeting Minutes - October 2022**
- f. **Revenue Expenditure Report - October 2022**

7. Old Business

a. Contracts and Agreements

NEW

- The Ankeny Klothung Exchange (TAKE), Inc.- Worksite Agreement with BEYOND - October 17, 2022 - October 16, 2023 - No Cost
- eBoard Solutions (Simbli) - New Board Meeting Agenda and Policy Software - December 1, 2022 - June 30, 2023 - \$9,408.00
- SVPA - NVMS Stadium Phase III Project - 6.8% of the total cost of construction
- Michael Esser - Professional Services Agreement - All-State Mock Audition - October 13, 2022 for \$175.00
- Tucker Pease - Professional Services Agreement - Event Worker - September 8, 2022 - \$352.00
- Devon McGlade - Professional Services Agreement - Event Worker - September 8, 2022 - \$520.00
- Breakout EDU Software - Ashland Ridge - for \$99.00
- Kevin Chase - Professional Services Agreement - AHS Show Choir Choreographer - May 16-27, 2022 for \$750.00
- Bill Prange - Professional Services Agreement - Schedule football officials for SVMS & NVMS - July 25 - October 30, 2022 - for \$100.00
- MatBoss, LLC - Video Stats Subscription for Girls Wrestling - November 21, 2022 - September 30, 2023 - \$599.00
- April James - Professional Services Agreement - Show Choir Choreographer - August 7-14, 2022 for \$8,500.00
- LanguageTech, LLC - Interpretation Services - November 14, 2022 - June 30, 2023 - \$65/Hr

RENEWALS

- Drake University Head Start MOU - November 1, 2022 - October 31, 2023
- Kleener Image Renewal - Salt Quote for FY23 - \$12,800.00

- Literati Book Fair - Northeast Elementary - October 20-28, 2023
- Iowa State Fair - Events Lease Contract - Centennial High School Prom - April 14-15, 2023 for \$1,200.00

AMENDMENTS

- First Student Addendum - November 21, 2022 - First Student will supply 10 additional buses to help cover activity trips - Charge will be a daily rate based off of operating days per month to equate to \$1,750.00 per bus per month - August to May for School Year 22-23

OTHER

- Ankeny Community School District - Inter-Agency Contract for Special Education Program 2022-2023 School Year - SEP (1)

On a motion by Joy Burk and seconded by Aaron Johnson, it was RESOLVED: The board approved a motion to approve and accept the contracts and agreements as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

b. Construction Change Orders

On a motion by Sarah Barthole and seconded by Joshua Palik, it was RESOLVED: The board approved a motion to approve the construction change orders as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

c. Approve FY22 Annual Comprehensive Financial Report (ACFR)

On a motion by Aaron Johnson and seconded by Sarah Barthole, it was RESOLVED: The board approved a motion to approve the Annual Comprehensive Financial Report as presented. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

d. Approve SBRC request for Modified Supplemental Amount due to Increased Enrollment

The district's administration is authorized to submit a request to the School Budget Review Committee for a modified supplemental amount of \$1,180,149.00.

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve the SBRC request for Modified Supplemental Amount for Fall 22 Increasing Enrollment in the amount of \$1,180,149.00 as presented. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

e. Approve SBRC request for Modified Supplemental Amount for Limited English Proficient (LEP) Instruction Beyond 5 Years

The district's administration is authorized to submit a request to the School Board Review Committee for a modified supplemental amount of \$85,990.00 related to the

English Language Learning Program for students who have exceeded five years of weighting that are included on the Fall 2022 certified enrollment headcount.

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve the SBRC request for Modified Supplemental Amount for Limited English Proficient (LEP) Beyond 5 Years in the amount of \$85,990.00 as presented. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

f. Policies - 2nd and Final Reading

- 105.00 Online Content & Functionality *Minor changes for consistency and clarity*
- 213.00 Public Participation in Board Meetings *Changes to clarify time limits for speakers; additional minor changes for consistency and clarity*
- 504.70 Emergency School Closings & Procedures *Minor changes for consistency and clarity; removal of Rules & Regulations for insertion in handbook*
- 601.30 Emergency School Closings *Elimination and consolidation into 504.70*
- 606.20 Social Events *Changes for consistency and clarity; removal of detailed language for insertion in handbook*
- 400.09 Staff Access to District Provided Telecommunications, Etc. *Changes for consistency and clarity*
- 400.14 E-mail Retention *Changes for consistency and clarity*
- 807.00 Cell Phone Policy & Procedure *Changes for consistency and clarity; removal of Rules & Regulations for insertion in handbook*
- 900.00 Parent Reunification *Minor changes for consistency*
- 203.40 Committees of the Board *Changes to reflect a revised selection process for board committees; changes for consistency and clarity*
- 307.00 Resolution Protocols *Changes to procedure for reconsideration of district decisions*
- 502.04 Student Complaints & Grievances *Changes to procedure for reconsideration of district decisions; changes for consistency*
- 204.11 Grievance Procedure *Elimination via consolidation into 307.00*
- 400.56 Public Complaints about Employees *Elimination via consolidation into 307.00*
- 400.72 Intellectual Freedom *Clarification of legal balancing between First Amendment rights and responsibilities of public employees; updated legal & cross references*
- 400.48 Learning, Training, and Staff Development *Minor edits to enhance transparency regarding legal requirements.*
- 602.01 Curriculum Development, Implementation, and Evaluation *Edits to enhance transparency regarding legal requirements and for consistency and clarity.*
- 605.00 Selection of Instructional Materials *Edits to enhance transparency regarding legal requirements and for consistency and clarity.*
- 605.02 Objections to Instructional Materials *Edits to enhance transparency regarding legal requirements and for consistency and clarity.*
- 605.05 Objection to Library Materials *Edits to enhance transparency regarding legal requirements and for consistency and clarity.*
- 504.42 Identifying and Reporting Child Abuse *Minor to enhance transparency regarding updated legal requirements.*

- 601.02 School Day *Minor edits to enhance transparency regarding legal requirements*
- 804.60 Capital Assets *Edits to enhance transparency regarding legal requirements and for consistency and clarity.*

On a motion by Sarah Barthole and seconded by Joshua Palik, it was RESOLVED: The board approved a motion to approve and accept the policies, second and final reading, as recommended. Policies are for immediate implementation upon second and final reading. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

8. New Business

a. Set the Date of Public Hearing for the Sale of Land and Temporary Easement on December 5, 2022 at 5:00 p.m.

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve the request to sell land and temporary easement and set Public Hearing for December 5, 2022 at 5:00 p.m. at Prairie Ridge Middle School located at 1010 NW Prairie Ridge Dr, Ankeny, IA.
Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

9. Board Member Reports

Director Barthole attended two sessions with great speakers at the annual IASB convention.

Director Burk attended two sessions at the IASB convention - High Stakes Decision Making and School Finance 101. She thanked Jennifer Jamison for all she does for our district.

Director Johnson attended an Orbis event as an "adjunct professor" and thoroughly enjoyed it.

Director Tagliareni attended the Facility and Finance Committee meeting last week and the IASB convention last week in addition to the UEN dinner. She is interested in the Orbis "adjunct professor" opportunity.

Director Claeys attended the UEN dinner and the IASB convention. At the convention it was advised that board members reach out to legislators and policy makers.

Director Palik attended the IASB convention. He also thanked the district for educating him in school finance over the past six months. He noted that Orbis students were at the convention pitching ideas and he was thoroughly impressed with them.

Student representative Bennett congratulated participants of the All-state Choir competition last weekend and wished luck to all the winter sports that kicked off this week.

Director Weldon attended the IASB convention in its entirety, including the delegate assembly. He said it was great to network with other school board members from around the state. He feels like we are doing a lot of things right and is proud of the work we are doing in

Ankeny.

10. Superintendent Reports

Dr. Pruitt thanked all the veterans for their service. He thanked Northview Middle School for hosting an outstanding breakfast for veterans last week. Prairie Trail invited veterans to speak at an assembly and he thanked the students and staff for that.

11. Adjournment

a. The 2021-22 board will adjourn sine die.

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The meeting adjourned sine die at 7:06pm.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

Respectfully Submitted,

Board President

Board Secretary

Open Enrollment – 11/21/22 Board Agenda

Name	Grade	Resident District	Receiving District	School Year
Caraballo, Mariah	10	Ankeny	CAM	2022-23
Burrill, Sophia	K	Ankeny	Johnston (continuation)	2022-23
Freeman, De’Kierra	6	Ankeny	Johnston	2022-23
Penman, Alexandria	3	Ankeny	Johnston (continuation)	2022-23
Penman, Atticus	2	Ankeny	Johnston (continuation)	2022-23
Bernholtz, Mikennah	3	Ankeny	North Polk	2022-23
Bernholtz, Mikyah	K	Ankeny	North Polk	2022-23
Stevens, Sydney	11	Ankeny	Waukee	2022-23

Superintendent Recommendation: Approve above open enrollment requests.

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Superintendent Recommendation: Deny above open enrollment requests.



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Paid Bills

ATTACHMENTS:

File Name	Description	Type	Upload Date
November_21_2022_Paid_Bills.pdf	November 21, 2022 Paid Bills	Support Document	11/17/2022

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
469643	GENERAL	FIDELITY SECURITY LIFE	\$14,294.05	OTHER DISBURSEMENT
469644	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$91.35	OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$108.35	OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$169.20	OTHER DISBURSEMENT
469645	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	\$14,862.76	INSTR DISBURSEMENT
	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	\$9,794.31	INSTR DISBURSEMENT
469646	GENERAL	UHS PREMIUM BILLING	\$1,350,718.04	OTHER DISBURSEMENT
469647	GENERAL	IOWA DEPARTMENT OF REVENUE	\$181.10	OTHER DISBURSEMENT
469648	GENERAL	SERVE CREDIT UNION	\$200.00	OTHER DISBURSEMENT
469649	GENERAL	UNITED WAY OF CENTRAL IOWA	\$520.00	OTHER DISBURSEMENT
469650	GENERAL	COLLECTION SERVICES CENTER	\$793.25	OTHER DISBURSEMENT
469651	GENERAL	ROTH - COMMON REMITTER	\$475.00	OTHER DISBURSEMENT
469652	GENERAL	COMMON REMITTER SERVICES	\$2,500.50	OTHER DISBURSEMENT
469653	GENERAL	FIRST INTERSTATE BANK	\$30,018.40	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$19,629.66	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$83,933.22	OTHER DISBURSEMENT
469654	GENERAL	GENERAL FUND - DENTAL SERVICE	\$7,763.75	OTHER DISBURSEMENT
469655	GENERAL	IOWA DEPARTMENT OF REVENUE	\$161.54	OTHER DISBURSEMENT
469656	GENERAL	ISOLVED BENEFIT SERVICES	\$150.46	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$4,011.74	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$277.77	OTHER DISBURSEMENT
469657	GENERAL	NORTHERN HILLS COLLECTIONS INC	\$105.49	OTHER DISBURSEMENT
469658	GENERAL	POLK COUNTY SHERIFF	\$158.53	OTHER DISBURSEMENT
469659	GENERAL	TREASURER STATE OF IOWA	\$18,607.79	OTHER DISBURSEMENT
469660	GENERAL	UNITED STATES TREASURY	\$237.02	OTHER DISBURSEMENT
469661	GENERAL	A + LAWN & LANDSCAPE - ANKENY	\$475.00	MAINT SERVICE
469662	GENERAL	A KING'S THRONE LLC	\$1,097.50	MAINT SERVICE
469663	GENERAL	ABC PEST CONTROL	\$1,148.00	MAINT SERVICE
469664	GENERAL	ABLENET	\$485.00	INSTR SUPPLIES
469665	PPEL	ACKELSON SHEET METAL INC	\$2,165.00	CONSTRUCT SERVICE
469666	GENERAL	ADA SPORTS AND RACKETS LLC	\$766.00	INSTR SUPPLIES
469667	GENERAL	AHLERS AND COONEY P.C.	\$49.00	ADMIN SERVICE
469668	GENERAL	AIR-MACH INC.	\$84.00	MAINT SUPPLIES
469669	GENERAL	ALL CITY MANAGEMENT SERVICES	\$11,775.95	MAINT SERVICE
469670	GENERAL	MICHELLE ALLEN	\$395.13	ADMIN TRAVEL
469677	GENERAL	AMAZON BUSINESS	\$167.65	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$24.92	ADMIN SUPPLIES
	ACTIVITY	AMAZON BUSINESS	\$486.75	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$18.99	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$618.51	ADMIN SUPPLIES
	NON STUDENT AGENCY	AMAZON BUSINESS	\$1,037.65	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$624.96	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$8.38	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$1,065.11	MEDIA BOOKS
	GENERAL	AMAZON BUSINESS	\$214.20	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$13.49	MAINT SUPPLIES
	ATHLETIC	AMAZON BUSINESS	\$923.01	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$615.22	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$474.49	MEDIA BOOKS
	GENERAL	AMAZON BUSINESS	\$13,957.94	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$51.77	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$18.31	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$330.94	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$27.57	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$5.99	MAINT SUPPLIES
	ACTIVITY	AMAZON BUSINESS	\$39.00	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$163.37	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$13.99	MEDIA SUPPLIES
GENERAL	AMAZON BUSINESS	\$271.05	ADMIN SUPPLIES	
ACTIVITY	AMAZON BUSINESS	\$2,210.49	INSTR SUPPLIES	
GENERAL	AMAZON BUSINESS	\$49.95	ADMIN SUPPLIES	
469678	GENERAL	ANKENY CHAMBER OF COMMERCE	\$3,775.00	ADMIN DUES

469679	GENERAL	ANKENY HARDWARE	\$31.99	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	\$430.00	MAINT SERVICE
	GENERAL	ANKENY HARDWARE	\$24.89	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	\$5.98	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	\$148.65	MAINT SUPPLIES
469680	GENERAL	ANKENY SCHOOL FOUNDATION	\$220.00	INSTR REFUNDS
469681	GENERAL	AREA EDUCATION AGENCY 11	\$490.93	INSTR SUPPLIES
469682	GENERAL	ARNOLD MOTOR SUPPLY	\$19.99	MAINT SUPPLIES
	GENERAL	ARNOLD MOTOR SUPPLY	\$249.06	MAINT SUPPLIES
469683	PEEL	ART CRAFT STUDIO INC.	\$575.98	CONSTRUCT SUPPLIES
469684	GENERAL	ASCD	\$2,580.20	ADMIN SUPPLIES
469685	NON STUDENT AGENCY	ATLANTIC BOTTLING CO.	\$194.08	INSTR SUPPLIES
469686	GENERAL	B & H PHOTO-VIDEO	\$1,626.08	MAINT SUPPLIES
	GENERAL	B & H PHOTO-VIDEO	\$2,733.22	ADMIN EQUIP
	GENERAL	B & H PHOTO-VIDEO	\$239.80	INSTR SUPPLIES
	GENERAL	B & H PHOTO-VIDEO	\$610.93	ADMIN SUPPLIES
	GENERAL	B & H PHOTO-VIDEO	\$232.01	ADMIN SUPPLIES
	GENERAL	B & H PHOTO-VIDEO	\$368.90	ADMIN SUPPLIES
469687	GENERAL	BACKGROUND INVESTIGATION BUREAU LLC	\$4,220.00	ADMIN SERVICE
469688	GENERAL	BARCLAY WOOD TOYS AND BLOCKS	\$146.22	INSTR SUPPLIES
469689	GENERAL	DICK BLICK	\$121.40	INSTR SUPPLIES
469690	ATHLETIC	BONNIE'S BARRICADES INC	\$340.00	INSTR SERVICE
469691	ACTIVITY	BOYER VALLEY CSD	\$65.00	INSTR DUES
469692	ATHLETIC	BRIARWOOD GOLF COURSE	\$3,500.00	INSTR DUES
469693	GENERAL	SUSAN GENTZ	\$4,000.00	ADMIN SERVICE
469694	ATHLETIC	BSN SPORTS LLC	\$460.00	INSTR SUPPLIES
469695	ATHLETIC	WILLIAM L BURCHETT	\$65.00	INSTR OFFICIALS
469696	ATHLETIC	BUSINESS DESIGNS INC AKA BDI SIGNS	\$61.75	INSTR SUPPLIES
469697	PEEL	CAPITAL SANITARY SUPPLY CO INC	\$2,881.13	MAINT EQUIP
	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$974.75	MAINT SUPPLIES
	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$11,422.26	MAINT SUPPLIES
469698	NON STUDENT AGENCY	CARMENS FLOWERS INC	\$89.00	INSTR SUPPLIES
469699	GENERAL	CARQUEST AUTO PARTS	\$240.73	MAINT SUPPLIES
469700	GENERAL	CASHIER DEPOT CORPORATION	\$279.29	ADMIN SUPPLIES
469701	GENERAL	HOON CHOI	\$66.44	ADMIN TRAVEL
469702	ATHLETIC	NATHAN CHRISTENSEN	\$424.00	INSTR SERVICE
469703	ACTIVITY	LANDIN DAVIS CHURCHMAN	\$2,500.00	INSTR SERVICE
469704	GENERAL	CIT CHARTERS	\$32,875.27	TRANSP SERVICE
469705	PEEL	CITY SUPPLY CORPORATION	\$1,200.00	CONSTRUCT SUPPLIES
469706	ATHLETIC	CHOICE PRODUCTS USA LLC	\$1,342.00	INSTR SUPPLIES
469707	SAVE - CP	CORE CONSTRUCTION SERVICES	\$124,897.45	CONSTRUCT SERVICE
469708	ATHLETIC	DANCIN WITH ROXIE ANKENY INC.	\$1,150.00	INSTR SUPPLIES
469709	SAVE - CP	DDVI INC	\$1,342,507.57	CONSTRUCT SERVICE
469710	ATHLETIC	DECKER SPORTING GOODS INC	\$4,256.00	INSTR SUPPLIES
469711	SAVE - CP	DEVRIES ELECTRIC INC	\$206,183.25	CONSTRUCT SERVICE
469712	ACTIVITY	DOLLARS FOR SCHOLARS	\$1,634.50	INSTR REFUNDS
469713	NON STUDENT AGENCY	DOORWAY TO COLLEGE FOUNDATION INC	\$395.00	COMM ENG SERVICE
469714	ACTIVITY	DORNINK	\$55,053.00	INSTR SUPPLIES
469715	ATHLETIC	DRIVELINE BASEBALL	\$2,687.34	INSTR SUPPLIES
469716	GENERAL	DUET RESOURCE GROUP INC	\$45,269.28	ADMIN EQUIP
469717	PEEL	ELECTRONIC ENGINEERING CO	\$1,745.00	MAINT EQUIP
	GENERAL	ELECTRONIC ENGINEERING CO	\$113.40	MAINT SUPPLIES
	GENERAL	ELECTRONIC ENGINEERING CO	\$7.54	MAINT SERVICE
	GENERAL	ELECTRONIC ENGINEERING CO	\$11.12	MAINT SUPPLIES
469718	ATHLETIC	ELSMORE SPORTS INC	\$2,393.35	INSTR SUPPLIES
469719	GENERAL	EMC INSURANCE COMPANIES	\$3,464.00	ADMIN SERVICE
469720	GENERAL	EMS DETERGENT SERVICES	\$148.10	INSTR SUPPLIES
469721	PEEL	ENCORE STRIPING & SWEEPING LLC	\$7,760.22	CONSTRUCT SERVICE
469722	GENERAL	ETA HAND2MIND	\$12,340.53	INSTR SUPPLIES
469723	PEEL	EXTERIOR SHEET METAL	\$4,211.33	CONSTRUCT SERVICE
469724	PEEL	FALL ZONE CONSTRUCTION LLC	\$5,400.00	CONSTRUCT SERVICE
469725	ACTIVITY	FBLA IOWA STATE CHAPTER	\$670.00	INSTR DUES
469726	GENERAL	FEDEX FREIGHT EAST	\$605.62	INSTR BOOKS

469727	GENERAL	FIBER PLATFORM LLC	\$1,873.80	ADMIN SERVICE
469728	GENERAL	FILTER SHOP INC.	\$1,565.75	MAINT SERVICE
	GENERAL	FILTER SHOP INC.	\$2,537.33	MAINT SUPPLIES
469729	GENERAL	FIRST INTERSTATE BANK	\$210.00	OTHER
469730	GENERAL	FIRST INTERSTATE BANK	\$54.69	OTHER DISBURSEMENT
469731	GENERAL	FIRST STUDENT INC	\$44,544.51	TRANSP SERVICE
	ACTIVITY	FIRST STUDENT INC	\$166.19	TRANSP SERVICE
469732	GENERAL	FOLLETT CONTENT SOLUTIONS LLC	\$561.05	MEDIA BOOKS
469733	GENERAL	FOUNDATION BUILDING MATERIALS LLC	\$296.96	MAINT SUPPLIES
469734	GENERAL	FRONTSTREAM HOLDINGS LLC	\$946.70	ADMIN SERVICE
469735	GENERAL	ASHLEY FUENTES HERNANDEZ	\$36.70	OTHER DISBURSEMENT
469736	GENERAL	L. A. FULTON & SONS INC	\$269.00	MAINT SUPPLIES
	GENERAL	L. A. FULTON & SONS INC	\$4,410.00	MAINT SERVICE
469737	GENERAL	GALLAGHER BENEFIT SERVICES INC	\$5,000.00	ADMIN SERVICE
469738	GENERAL	GO FUSION TECHNOLOGIES LLC	\$315.00	MAINT SERVICE
469739	GENERAL	GOODHEART WILLCOX COMPANY INC	\$17,224.50	INSTR BOOKS
469740	GENERAL	GOPHER SPORT	\$1,674.09	INSTR SUPPLIES
469741	GENERAL	JODIE GRAHAM	\$196.74	ADMIN TRAVEL
469742	GENERAL	W.W. GRAINGER INC.	\$816.08	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$430.61	MAINT SUPPLIES
469743	GENERAL	HANDS UP COMMUNICATIONS INC	\$75.00	ADMIN SERVICE
469744	GENERAL	LEGACY TRAVEL GROUP INC	\$9,389.50	TRANSP SERVICE
469745	GENERAL	HAWKEYE TRUCK EQUIPMENT	\$2,453.00	MAINT SUPPLIES
469746	ACTIVITY	HEART OF AMERICA ENTERTAINMENT LLC	\$2,000.00	INSTR DUES
469747	GENERAL	HEARTLAND BUSINESS SYSTEMS LLC	(\$12,201.05)	ADMIN EQUIP
	GENERAL	HEARTLAND BUSINESS SYSTEMS LLC	\$74,706.62	ADMIN SUPPLIES
469748	ATHLETIC	MEL HEINTZ	\$80.00	INSTR OFFICIALS
469749	ATHLETIC	SAMUEL HEINTZ	\$80.00	INSTR OFFICIALS
469750	GENERAL	HERC-U-LIFT INC.	\$3,357.66	MAINT SERVICE
	GENERAL	HERC-U-LIFT INC.	\$61.56	MAINT SUPPLIES
469751	SAVE - CP	HILSABECK SCHACHT INC	\$39,757.50	CONSTRUCT SERVICE
469752	ATHLETIC	AARON HOPKINS	\$100.00	INSTR OFFICIALS
469753	PPEL	HPC LLC	\$14,570.00	CONSTRUCT SERVICE
469754	ATHLETIC	HY-VEE - N. ANKENY BLVD	\$59.93	INSTR SUPPLIES
469755	ACTIVITY	INDIANOLA COMMUNITY SCHOOLS	\$275.00	INSTR DUES
469756	GENERAL	INFOMAX OFFICE SYSTEMS	\$1,571.47	ADMIN SERVICE
469757	GENERAL	INFRASTRUCTURE ENGINEERING INC	\$150.00	MAINT SERVICE
469758	PPEL	INTERSTATE BATTERIES	\$891.80	MAINT SUPPLIES
469759	NON STUDENT AGENCY	IOWA ALLIANCE CONFERENCE	\$4,010.25	INSTR SERVICE
469760	ATHLETIC	IOWA CITY HIGH SCHOOL	\$90.00	INSTR DUES
469761	GENERAL	IOWA COMMUNICATIONS NETWORK	\$394.41	ADMIN SERVICE
469762	ATHLETIC	IOWA GIRLS HS ATH UNION	\$1,812.00	INSTR SUPPLIES
469763	ACTIVITY	IOWA HIGH SCHOOL ATHLETIC ASSOC.	\$805.00	INSTR DUES
469764	GENERAL	IOWA HIGH SCHOOL MUSIC ASSOC.	\$938.00	INSTR DUES
469765	ACTIVITY	IOWA HIGH SCHOOL SPEECH ASSOC	\$65.00	INSTR DUES
469766	GENERAL	IOWA HOME CARE WEST DES MOINES	\$9,350.00	INSTR SERVICE
469767	GENERAL	IOWA INTERNATIONAL CENTER	\$468.00	ADMIN SERVICE
469768	ACTIVITY	IOWA STATE DRILL TEAM ASSOC.	\$496.00	INSTR DUES
	ATHLETIC	IOWA STATE DRILL TEAM ASSOC.	\$1,122.00	INSTR DUES
	ATHLETIC	IOWA STATE DRILL TEAM ASSOC.	\$75.00	INSTR DUES
469769	ATHLETIC	JAEGER SPORTS INC	\$2,255.53	INSTR SUPPLIES
469770	MANAGEMENT	JESTER INSURANCE SERVICES	\$67,908.00	INSTR DISBURSEMENT
	MANAGEMENT	JESTER INSURANCE SERVICES	(\$3,147.00)	MAINT SERVICE
469771	ATHLETIC	KNOXVILLE HIGH SCHOOL	\$150.00	INSTR DUES
469772	ACTIVITY	CONNOR KOPPIN	\$800.00	INSTR SUPPLIES
469773	SAVE - CP	KRUCK PLUMBING & HEATING CO INC	\$186,941.95	CONSTRUCT SERVICE
469774	ATHLETIC	BRENT KSIAZEK	\$100.00	INSTR OFFICIALS
469775	GENERAL	LAKESHORE LEARNING MATERIALS	\$12,404.15	INSTR SUPPLIES
469776	PPEL	LASER RESOURCES L.L.C.	\$3,256.20	ADMIN SUPPLIES
469777	ATHLETIC	STEPHEN LATIMER	\$100.00	INSTR OFFICIALS
469778	PPEL	LAWNOXYGEN QUALITY LANDSCAPE SOLUTI	\$15,475.00	CONSTRUCT SERVICE
469779	GENERAL	LEADING EDGE LAMINATING	\$1,069.48	ADMIN SUPPLIES
469780	GENERAL	LIGHTSPEED TECHNOLOGIES INC	\$120.00	ADMIN SUPPLIES

469781	ATHLETIC	WESLEY LOOMIS	\$100.00	INSTR OFFICIALS
469782	ACTIVITY	GRANT LUTHER	\$750.00	INSTR SERVICE
469783	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$2,276.73	MEDIA BOOKS
	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$2,338.91	MEDIA BOOKS
469784	GENERAL	ALISON MAHONEY-DORAN	\$1,538.16	ADMIN TRAVEL
469785	GENERAL	MAIL SERVICES LLC	\$2,542.22	ADMIN SERVICE
469786	GENERAL	MARTIN BROTHERS	\$1,792.53	INSTR SUPPLIES
469787	GENERAL	MENARDS	\$21.54	MAINT SUPPLIES
	ACTIVITY	MENARDS	\$1,177.73	INSTR SUPPLIES
	GENERAL	MENARDS	\$78.84	MAINT SUPPLIES
	GENERAL	MENARDS	\$103.44	MAINT SUPPLIES
	GENERAL	MENARDS	\$39.30	MAINT SUPPLIES
	GENERAL	MENARDS	\$784.74	MAINT SUPPLIES
469789	GENERAL	MIDAMERICAN ENERGY COMPANY	\$2,406.50	MAINT SUPPLIES
	GENERAL	MIDAMERICAN ENERGY COMPANY	\$138,932.26	MAINT SUPPLIES
469790	GENERAL	MIDAMERICAN ENERGY	\$9,069.33	MAINT SUPPLIES
469791	GENERAL	MIDWEST AUTOMATIC FIRE SPRINKLER	\$291.28	MAINT SERVICE
469792	GENERAL	MIDWEST COMPUTER PRODUCTS INC.	\$5,102.93	ADMIN SUPPLIES
469793	SAVE - CP	MIDWEST MASONRY INC	\$429,400.00	CONSTRUCT SERVICE
469794	PPEL	MIRACLE RECREATION EQUIPMENT CO	\$2,154.69	CONSTRUCT EQUIP
469795	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	\$199.71	INSTR SERVICE
469796	GENERAL	MOEMS	\$150.00	INSTR DUES
469797	ACTIVITY	NATIONAL SPEECH AND DEBATE ASSOC	\$149.00	INSTR DUES
469798	SAVE - CP	NORTHERN CEDAR SERVICE CO., INC	\$167,675.00	CONSTRUCT SERVICE
469799	GENERAL	OFFICE DEPOT	\$125.48	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$92.21	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$27.98	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$49.50	MAINT SUPPLIES
	GENERAL	OFFICE DEPOT	\$57.96	ADMIN SUPPLIES
469800	GENERAL	STEPHANIE OLEARY	\$89.12	OTHER DISBURSEMENT
469801	SAVE - CP	OLP CONSTRUCTION LLC	\$722,812.34	CONSTRUCT SERVICE
469802	GENERAL	OPC DIRECT	\$1,676.37	ADMIN SUPPLIES
469803	SAVE - CP	OPN ARCHITECTS	\$33,127.85	CONSTRUCT SERVICE
469804	GENERAL	NADIA ORJI	\$68.07	OTHER DISBURSEMENT
469805	ATHLETIC	OTTER CREEK GOLF COURSE	\$1,495.00	INSTR SUPPLIES
469806	GENERAL	THE PAPER CORPORATION	\$10,664.40	MAINT SUPPLIES
	GENERAL	THE PAPER CORPORATION	\$14,434.80	ADMIN SUPPLIES
469807	GENERAL	PAR INDUSTRIES LLC	\$3,157.71	MAINT SERVICE
469808	ACTIVITY	PENSKE TRUCK LEASING CO. LP	\$200.68	INSTR TRAVEL
469809	ACTIVITY	J W PEPPER	\$191.25	INSTR SUPPLIES
	GENERAL	J W PEPPER	\$780.66	INSTR SUPPLIES
469810	GENERAL	PER MAR SECURITY & RESEARCH CORP	\$587.48	MAINT SERVICE
469811	GENERAL	PERFICUT COMPANIES INC	\$387.60	MAINT SERVICE
469812	ATHLETIC	FLOYD PERRINE	\$100.00	INSTR OFFICIALS
469813	ACTIVITY	JENNIFER ANN PETSCH	\$2,500.00	INSTR SERVICE
469814	GENERAL	PREMIER A&B SERVICES	\$793.77	MAINT SUPPLIES
469815	ACTIVITY	NICHOLAS QUAMME	\$1,500.00	INSTR SUPPLIES
469816	GENERAL	RAPTOR TECHNOLOGIES INC	\$370.00	ADMIN SUPPLIES
469817	GENERAL	REALLY GOOD STUFF LLC	\$3,353.90	INSTR SUPPLIES
469818	NON STUDENT AGENCY	REVTRAK	\$59.34	COMM ENG SERVICE
469819	GENERAL	FRANK RIEMAN MUSIC INC	\$71.50	INSTR SUPPLIES
	GENERAL	FRANK RIEMAN MUSIC INC	\$65.00	INSTR SERVICE
469820	PPEL	RKB SYSTEMS LLC	\$27,192.60	CONSTRUCT EQUIP
469821	GENERAL	ROSS CHEMICAL SYSTEMS	\$753.20	MAINT SUPPLIES
469822	ATHLETIC	JEFFREY D. RUPE	\$160.00	INSTR OFFICIALS
469823	ACTIVITY	RUSSELL'S TROPHIES AND ENGRAVING	\$191.40	INSTR DUES
469824	ATHLETIC	TMS3 ENTERPRISES LLC	\$350.00	INSTR SERVICE
469825	SAVE - CP	SANDSTONE MANAGEMENT LTD.	\$36,913.20	CONSTRUCT SERVICE
469826	GENERAL	SAVVAS LEARNING CO LLC	\$438.48	INSTR SUPPLIES
469827	GENERAL	SCHOLASTIC BOOK FAIRS	\$2,107.99	MEDIA BOOKS
469828	GENERAL	SCHOLASTIC INC/MAGAZINES	\$109.89	ADMIN SUPPLIES
	GENERAL	SCHOLASTIC INC/MAGAZINES	\$658.90	INSTR SUPPLIES
469829	GENERAL	SAI-SCHOOL ADMINISTRATORS OF IA.	\$584.00	ADMIN DUES

469830	GENERAL	SCHOOL HEALTH CORPORATION	\$202.20	INSTR SUPPLIES
	GENERAL	SCHOOL HEALTH CORPORATION	\$325.05	MAINT SUPPLIES
469831	GENERAL	SCIBA	\$180.00	INSTR DUES
469832	ATHLETIC	SECURITAS SECURITY SERVICES USA INC	\$1,296.95	INSTR SERVICE
	GENERAL	SECURITAS SECURITY SERVICES USA INC	\$6,455.81	MAINT SERVICE
	ACTIVITY	SECURITAS SECURITY SERVICES USA INC	\$355.73	INSTR REFUNDS
469833	PPEL	SETPOINT MECHANICAL SERVICES LLC	\$30,752.04	CONSTRUCT SERVICE
	GENERAL	SETPOINT MECHANICAL SERVICES LLC	\$4,290.00	MAINT SERVICE
	GENERAL	SETPOINT MECHANICAL SERVICES LLC	\$573.39	MAINT SUPPLIES
469834	SAVE - CP	SGH REDGLAZE HOLDINGS INC	\$469,264.85	CONSTRUCT SERVICE
469835	ATHLETIC	SETH SHATTO	\$200.00	INSTR OFFICIALS
469836	GENERAL	SHERWIN-WILLIAMS CO	\$72.98	MAINT SUPPLIES
	GENERAL	SHERWIN-WILLIAMS CO	\$56.48	MAINT SUPPLIES
469837	ATHLETIC	ANDREW SHIVERS	\$200.00	INSTR OFFICIALS
469838	ACTIVITY	SIGNARAMA - URBANDALE	\$1,377.00	INSTR SUPPLIES
469839	ATHLETIC	DAVID SIMMONS	\$145.00	INSTR OFFICIALS
469840	GENERAL	SIMPSON COLLEGE	\$160.00	INSTR DUES
	ACTIVITY	SIMPSON COLLEGE	\$160.00	INSTR DUES
469841	ATHLETIC	ANDREW JOHN SMITH	\$80.00	INSTR OFFICIALS
469842	GENERAL	SMITH'S SEWER SERVICE INC	\$95.00	MAINT SERVICE
469843	GENERAL	THINK SOCIAL PUBLISHING INC	\$67.59	ADMIN SUPPLIES
469844	ACTIVITY	SOUTHEAST POLK HIGH SCHOOL	\$300.00	INSTR DUES
469845	SAVE - CP	STAHL CONSTRUCTION CO.	\$202,622.29	CONSTRUCT SERVICE
469846	GENERAL	STONER MUSIC INC	\$15.00	INSTR SERVICE
469847	GENERAL	TRACTOR SUPPLY CO TSC	\$73.94	MAINT SUPPLIES
469848	GENERAL	TRANE COMPANY	\$1,865.50	MAINT SERVICE
469849	ATHLETIC	MARKETING MEDIA COMMUNICATION INC	\$985.95	INSTR SUPPLIES
469850	PPEL	INTELLIGENT MARKING USA INC	\$1,500.00	MAINT SERVICE
469851	GENERAL	U S AWARDS INC	\$2,866.30	ADMIN SUPPLIES
469852	DEBT SERVICE	UMB (F/K/A BANKERS TRUST)	\$6,045,000.00	DEBT SVC PRINCIPAL
	DEBT SERVICE	UMB (F/K/A BANKERS TRUST)	\$958,668.75	DEBT SVC INTEREST
	SAVE - DEBT SERVICE	UMB (F/K/A BANKERS TRUST)	\$1,657,919.98	DEBT SVC INTEREST
469853	ACTIVITY	UNIV OF IA COLLEGE OF ENGINEERING	\$235.00	INSTR DUES
469854	GENERAL	VAN METER COMPANY	\$707.98	MAINT SUPPLIES
469855	GENERAL	VERITIV OPERATING CO	\$558.40	ADMIN SUPPLIES
469856	PPEL	CORY VITZTHUM	\$11,290.00	CONSTRUCT SERVICE
469857	GENERAL	WALSH DOOR & HARDWARE	\$728.18	MAINT SUPPLIES
	GENERAL	WALSH DOOR & HARDWARE	\$57.28	MAINT SUPPLIES
	GENERAL	WALSH DOOR & HARDWARE	\$4,554.16	MAINT SERVICE
469858	ATHLETIC	WEE'S TEES LLC	\$1,037.76	INSTR SUPPLIES
469859	GENERAL	WHITFIELD & EDDY, PLC TRUST	\$17,850.00	ADMIN SERVICE
469860	GENERAL	WILSON LANGUAGE TRAINING	\$210.60	INSTR SUPPLIES
469861	ATHLETIC	WOODLAND HILLS GOLF COURSE	\$2,520.00	INSTR DUES
469862	GENERAL	WOODWIND AND THE BRASSWIND	\$106.74	INSTR SUPPLIES
		GENERAL FUND SUB-TOTAL	\$15,099,298.10	
16408	ATHLETIC	FIRST INTERSTATE BANK	\$2,200.00	ATHLETIC CHANGE CASH
16409	ATHLETIC	FIRST INTERSTATE BANK	\$3,300.00	ATHLETIC CHANGE CASH
16410	GENERAL	MCI	\$387.43	ADMIN SERVICE
16411	GENERAL	MEDIACOM	\$269.95	ADMIN SERVICE
16412	SAVE - CP	STAHL CONSTRUCTION CO.	\$2,000.00	CONSTRUCT SERVICE
16413	GENERAL	WINDSTREAM	\$2,891.09	ADMIN SERVICE
16419	GENERAL	TEACHERS ON CALL	\$52,894.09	INSTR SERVICE
	GENERAL	TEACHERS ON CALL	\$302.25	MEDIA SERVICE
	GENERAL	TEACHERS ON CALL	\$1,169.99	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$302.25	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$806.00	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$120.45	MEDIA SERVICE
16420	ATHLETIC	GERALD BOWHAY	\$77.00	INSTR OFFICIALS
16421	ACTIVITY	SAM'S CLUB	\$109.20	INSTR SUPPLIES
	ACTIVITY	SAM'S CLUB	\$99.98	INSTR SUPPLIES

16429	ACTIVITY	TEACHERS ON CALL	\$201.50	INSTR SERVICE
	GENERAL	TEACHERS ON CALL	\$107,922.03	INSTR SERVICE
	GENERAL	TEACHERS ON CALL	\$5,000.64	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$2,518.75	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$454.00	MEDIA SERVICE
	GENERAL	TEACHERS ON CALL	\$705.25	MEDIA SERVICE
16430	GENERAL	WASTE MANAGEMENT OF IOWA	\$1,689.60	MAINT SERVICE
16431	ATHLETIC	FIRST INTERSTATE BANK	\$1,100.00	ATHLETIC CHANGE CASH
16432	ATHLETIC	FIRST INTERSTATE BANK	\$4,700.00	ATHLETIC CHANGE CASH
16433	GENERAL	GRAYBAR ELECTRIC COMPANY INC	\$75.60	ADMIN SUPPLIES
16439	GENERAL	TEACHERS ON CALL	\$201.50	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$302.25	MEDIA SERVICE
	GENERAL	TEACHERS ON CALL	\$2,520.90	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$70,556.02	INSTR SERVICE
16440	GENERAL	WASTE MANAGEMENT OF IOWA	\$6,808.02	MAINT SERVICE
16441	SAVE - CP	MIDAMERICAN ENERGY	\$813.96	CONSTRUCT SERVICE
		<i>GENERAL FUND SUB-TOTAL</i>	<i>\$272,499.70</i>	
		<i>GENERAL FUND GRAND TOTAL</i>	<i>\$15,371,797.80</i>	
700720	CHILD CARE FUND	AMAZON BUSINESS	\$636.31	INSTR SUPPLIES
	CHILD CARE FUND	AMAZON BUSINESS	\$169.66	INSTR SUPPLIES
700721	CHILD CARE FUND	REVTRAK	\$2.38	ADMIN SERVICE
		<i>CHILD CARE FUND GRAND TOTAL</i>	<i>\$808.35</i>	
246705	NUTRITION	AMERICAN BOTTLING COMPANY	\$746.83	NUTRITION SUPPLIES
246706	NUTRITION	EMS DETERGENT SERVICES	\$3,018.09	NUTRITION SUPPLIES
246707	NUTRITION	GOODWIN TUCKER GROUP	\$734.49	MAINT SERVICE
246708	NUTRITION	ITW FOOD EQUIPMENT GROUP LLC	\$201.25	MAINT SERVICE
246709	NUTRITION	HUBERT COMPANY LLC	\$224.80	NUTRITION SUPPLIES
246712	NUTRITION	LOFFREDO FRESH PRODUCE CO	\$22,501.57	NUTRITION SUPPLIES
246717	NUTRITION	MARTIN BROTHERS	\$108,489.36	NUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS	\$11,775.39	NUTRITION SUPPLIES
246718	NUTRITION	PAR INDUSTRIES LLC	\$588.36	MAINT SERVICE
246719	NUTRITION	RESOURCE SERVICES INC	\$8,091.59	MAINT SERVICE
		<i>NUTRITION FUND GRAND TOTAL</i>	<i>\$156,371.73</i>	

This is to certify that the following expenditures have been approved this 21st day of November, 2022

General Fund/Student Activity/Capital Projects/PPEL/Debt Service/SAVE	\$ 15,371,797.80
Childcare Fund	\$ 808.35
Nutrition Fund	\$ 156,371.73

Ryan Weldon, President

Aaron Johnson, Vice President

Sarah Barthole

Joy Burk

Katie Claeys

Joshua Palik

Amy Tagliareni

Jennifer Jamison, Board Secretary



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Personnel Report

ATTACHMENTS:

File Name	Description	Type	Upload Date
Personnel_Report_11.21.22.pdf	Personnel Report 11.21.22	Support Document	11/18/2022



Personnel Memorandum
November 21, 2022
AMENDED

*The buildings to which employees are being assigned upon hire, from and to which employees are transferring and/or being reassigned, and from which they are departing is provided at Board request. **These locations are informational only and based on district needs at the time of the Personnel Memorandum; contracts and employment agreements are between the employee and the district.** Board approval of these internal hires and transitions does not create a contractual relationship between the employee and a particular building nor does it limit the rights and obligations outlined in any relevant collective bargaining agreement.*

SY 22-23

*pending background check and/or post offer physical assessment

Appointments - Classified / Confidential

Employee	Position	Location	Notes
Sara Halbur	Special Education Associate	Centennial High	Reassignment from Special Education Associate at Southview
Mary Allen	Teacher Associate	Ankeny High	Transferred from Part-time to Full-time
Teresa Conley	Kitchen Lead II	Prairie Trail Elementary	Reassigned from Kitchen Lead at Northwest Elementary
Nermina Mehanovic	Special Education Associate	Heritage Elementary	
Brandy Hughes	Kitchen Lead II	Centennial High	Reassignment from Kitchen Lead at Northeast Elementary
Ashley Sponsler	Special Education Associate	Southeast Elementary	
Lisa Hemby	Cook I	Floater	Pending Physical
Sonya Claman	Cook I	Westwood Elementary	Pending Physical
Sara Thompson	Special Education Associate	Crocker Elementary	Reassigned from Part-Time Special Education Associate at Crocker Elementary
Julie Spurgeon	Special Education	Terrace Learning Center	

	Associate		
Barbara Knutson	Special Education Associate	Terrace Learning Center	Pending Background Check

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Tammy Berkenbosch	Special Education Associate	Neveln, Summit Program	
Stephanie Whitehead	Special Education Associate	Terrace Learning Center	
Amanda Wallace	Special Education Associate	Terrace Learning Center	Transferring to AST Substitute
Angel Johnson	Special Education Associate	Centennial High	
Christie Kuenkel	Special Education Associate	Ashland Ridge Elementary	
Ethan Feldhans	Special Education Associate	Heritage Elementary	

Resignations - Certified

Employee	Position	Location	Notes
Whitney Leverich	Science	Centennial High	Resignation

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Chad Kelchen	Trapshooting Coach	Ankeny High	
Dawn Hockemeyer	9th Drama-Play Director	Northview Middle School	
Katie Lombard	Building Equity Advocate	Northview Middle School	
Nolan Henkle	Building Equity Advocate	Centennial High	
Abby Husak	Assistant Varsity Girls Softball	Centennial High	
Makenna Slight	Assistant 9th Softball	Northview Middle School	

Resignations - Extra-Curricular

Employee	Position	Location	Notes
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Marcelino Lopez	Assistant Boys Track	Centennial	
Jeffrey Bauer	Assistant Boys Tennis	Ankeny High	
Mark Hey	Building Equity Advocate	Ankeny Centennial	
David Guddall	JV 2 Boys Soccer	Northview	
Daniel Beeding	Assistant Boys Track	Centennial High	

Administrators Taking On Additional Duties Receiving Stipends

Employee	Position	Location	Notes
Nancy Jeffs	Before & After-School Program Site Leader	Crocker Elementary	August 15 - November 30, 2022) - \$6,000
Jill Heimerman	Before & After-School Program Site Leader	Rock Creek Elementary	August 15 - November 30, 2022) - \$10,000

SY 23-24

Resignations - Extra-Curricular

Employee	Position	Location	Notes



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Settlement for FY22 (Treasurer's Report)

ATTACHMENTS:

File Name	Description	Type	Upload Date
Treasurer_s_Reconciliation_Report_-_2022.pdf	Settlement for FY22 (Treasurer's Report)	Support Document	11/18/2022

**Treasurer's Reconciliation Report
Ankeny Community Schools
July 1, 2021 to June 30, 2022**

Governmental Funds

Affidavit of Depository Bank			
* GWB- Checking Accounts			
General Fund	\$ 8,188,423.44		
Investments	<u>107,025,869.14</u>		
Treasurer's Balance June 30, 2022			115,214,292.58
Secretary's Annual Report			
General Fund	40,865,839.34		
Management Fund	6,976,546.68		
Trust & Agency Fund	183,262.42		
Trust-Stadium Project Fund	0.00		
Capital Projects Fund	0.00		
SAVE (Local Option Tax) Fund	49,995,883.38		
Debt Service Fund	3,080,486.90		
PPEL Fund	11,688,983.86		
Internal Service Fund	0.00		
Student Activity Fund	1,824,853.71		
Community Ed Fund	310,809.92		
Dental Self Insured Fund	<u>236,902.50</u>		
Secretary's Balance June 30, 2022			115,163,568.71
Difference to Account For:			50,723.87
Outstanding Warrants		(4,763,891.38)	
Held Checks to July 5, 2022		4,708,764.35	
NSF Checks		(189.35)	
Interfund transfer in transit		0.00	
Miscellaneous adjustments		0.00	
Deposit in bank not in accounting		278.90	
Deposit in accounting not in bank		0.00	
Deposits in transit		4,313.91	
		<u>(50,723.57)</u>	

Proprietary Fund

Affidavit of Depository Bank			
GWB - Checking Accounts			
Food Service Fund	5,998,768.08		
B/ASP	<u>1,271,997.88</u>		
Treasurer's Balance June 30, 2022			7,270,765.96
Secretary's Annual Report			
Food Service Fund	5,997,486.67		
B/ASP Fund	1,252,778.99		
Secretary's Balance June 30, 2022			7,250,265.66
Difference to Account For:			20,500.30
Outstanding Warrants		(40,409.37)	
Interfund transfer in transit		0.00	
Deposit in Accounting not in Bank		19,859.07	
Deposit in Bank not in Accounting		0.00	
Miscellaneous adjustments		0.00	
Deposits in Transit		50.00	
		<u>(20,500.30)</u>	

Jennifer Jamison

* Beginning June 2018, combined checking accounts of all governmental funds.



The Ankeny Community School District engages all students in an educational experience that equips them with the skills to flourish in and contribute to an ever-changing world.

Minutes
Ankeny School Board Meeting
November 21, 2022
6:00 PM

Please turn off cellular phone during the meeting. Thank you.

Members Present

Ryan Weldon - President
Aaron Johnson - Vice President
Sarah Barthole
Joy Burk
Katie Claeys
Joshua Palik
Amy Tagliareni

Board Members Absent

Others in Attendance

Jennifer Jamison
Samantha Aukes
Sarah Murphy
Mia Frommelt
Sarah Bohnsack
Jessica Dirks
Robert Schwarz
Tim Simpkins
Susan Tarasi
Jen Lindaman
Dallon Christensen
Tara Owen
Dr. Darin Haack
Dr. Erick Pruitt
Taylor Bennett
Melissa Schilling

1. Call To Order

a. Board Meeting Location

The Board meeting will be held in the west gym at Prairie Ridge Middle School located at 1010 NW Prairie Ridge Drive, Ankeny, IA 50023.

b. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

c. Annual Meeting for the 2022-2023 Ankeny School Board

Election of Board President

Jennifer Jamison opened the floor for nominations for President for the 2022-23 school year. Director Katie Claeys nominated Director Ryan Weldon for the office of President. No other nominations were offered. The nomination process was closed and Director Weldon was elected school board president for the 2022-23 school year by acclamation. Board Secretary Jennifer Jamison administered the Oath of Office to Director Ryan Weldon who answered in the affirmative.

Election of Board Vice President

School Board President, Ryan Weldon, opened the floor for nominations for Vice President. Director Sarah Barthole nominated Director Joy Burk for the office of Vice President. Director Aaron Johnson nominated Director Katie Claeys for the office of Vice President. No other nominations were offered. The nomination process was closed. Roll call vote was taken: Director Tagliareni - Claeys, Director Claeys - Claeys, Director Palik - Burk, Director Weldon - Burk, Director Barthole - Burk, Director Burk - Burk, Director Johnson - Claeys. Director Joy Burk was elected Vice President for the 2022-23 school year. Board President Ryan Weldon

administered the Oath of Office to Director Joy Burk who answered in the affirmative.

2. Approval Of Agenda

a. Superintendent's Recommendation: Approve and accept this agenda with/without amendment.

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve and accept this agenda as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

3. Consent Agenda

a. Annual Appointments, Applications, and Continuing Contracts

- Depository Resolution for FY23
- Insurance Policy FY23

b. Appoint _____ 2022-23 IASB Delegate

Director Weldon was appointed 2022-23 IASB delegate.

c. Approval of Consent Agenda

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve and accept these consent agenda items as recommended.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

4. Information Only

a. 2022-23 School Board Committees

5. Board Member Reports

Director Johnson thanked the school board for the opportunity to serve as Vice President for the short-term.

Director Weldon thanked Director Johnson for being on the school board to provide clarity and historical knowledge. He thanked him for his commitment to the school board and the community.

6. Superintendent Reports

7. Closed Session

a. Closed Session - Student

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approved a motion to hold a closed session as authorized by section 21.5(1)(e) of the open meetings law to discuss whether to conduct a hearing or to conduct hearings to suspend or expel a student (roll call vote) at 7:21pm. Any action from closed session will take place in open session.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

On a motion by Katie Claeys and seconded by Aaron Johnson, it was RESOLVED: The board approved a motion to reconvene into open session at 7:54pm.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

On a motion by Aaron Johnson and seconded by Sarah Barthole, it was RESOLVED: The board approved a motion to approve and accept the agreement as presented in closed session.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.

Motion carried 7 - 0.

8. Adjournment

On a motion by Sarah Barthole and seconded by Katie Claeys, it was RESOLVED: The meeting was adjourned at 7:55pm.

Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

Respectfully Submitted,

Board President

Board Secretary



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Annual Appointments, Applications, and Continuing Contracts

Extended Information:

- Depository Resolution for FY23
- Insurance Policy FY23

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022-2023 RESOLUTION NAMING DEPOSITORIES AND AGREEMENT.pdf	2022-2023 Resolution Naming Depositories and Agreement	Support Document	11/18/2022
2022 Insurance Binder.pdf	2022 Insurance Binder	Support Document	10/28/2022

RESOLUTION NAMING DEPOSITORIES

Iowa Official Form No. 697 Section 453.2 of the Code

BE IT RESOLVED by the Ankeny Community School District of Ankeny, Iowa in Polk County, Iowa; that we do hereby designate the following named banks to be depositories of the Ankeny Community School District funds in amounts not to exceed the amount named opposite each of said designated depositories and the school district treasurer is hereby authorized to deposit the school district funds in amounts not to exceed in the aggregate the amounts named for said banks as follows, to-wit:

<u>Name of Depository</u>	<u>Location</u>	Maximum Deposit In effect under prior <u>Resolution</u>	Maximum Deposit <u>under this resolution</u>
First Interstate Bank	Clive	N/A	\$100,000,000
Freedom Financial Bank	West Des Moines	N/A	\$25,000,000
West Bank	West Des Moines	N/A	\$25,000,000
Community State Bank	Ankeny	N/A	\$25,000,000
First National Bank	Ames	N/A	\$25,000,000
Lincoln Savings Bank	Ankeny	N/A	\$25,000,000

The vote on the resolution is as follows:

AYES:

NAYS:

Dated at Ankeny, Iowa, this 21st day of November, 2022.

(Secretary)

SERIES 800
BUSINESS PROCEDURES
#802.80-DEPOSITORY OF FUNDS

Each year, at its annual meeting, the board shall designate, by resolution, the name and location of the Iowa-located financial depository institution(s) to serve as the official district depositor(ies). The amount state in the resolution shall be for all depositories and include all of the district's funds. The board shall designate the maximum amount that my be kept in each depository. The maximum amounts that may be kept in each depository shall be entered in teh official minutes of the board.

All depositories will be federally insured.

First Name	Last Name	Company	Address	City	State	Zip	Amount in Millions
Jodi	Corcoran	Community State Bank	6175 Merle Hay Road	Johnston	IA	50131	\$25
Heather	Miller	Freedom Financial Bank	1255 Jordan Creek Parkway	West Des Moines	IA	50266	\$25
Greg	Dockum	West Bank	1601 22 nd Street	West Des Moines	IA	50266	\$25
Katie	Schwebach	First Interstate Bank	2110 SE Delaware Ave.	Ankeny	IA	50021	\$100
Tom	Friedman	First National Bank	1205 N Ankeny Blvd	Ankeny	IA	50023	\$25
Laura	Brassell	Lincoln Savings Bank	1375 SW State Street	Ankeny	IA	50023	\$25

DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT is made this 21st day of November, 2022, by and between the Ankeny Community School District of Ankeny, Iowa ("Depositor"), and _____ of _____, Iowa ("Depository").

1. In consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

2. Depository shall receive and safely keep all public funds of Depositor that may be deposited by Depositor or its duly authorized officer, and shall reimburse and pay the funds to Depositor or its duly authorized officer, or any person lawfully entitled to receive the public funds, whenever requested or upon maturity, as the case may be.

3. Depository shall pay interest on the public funds which are placed in time or savings deposits at rates equal to or greater than those set by the Iowa rate setting guidelines referred to in Chapter 12C of the Iowa Code. Depository may assess a service charge with respect to the handling of deposits of public funds placed by Depositor, provided such charges shall not be greater than charges the Depository customarily requires from other Depositors for similar services. All such fees, if any, will be noted accordingly on the monthly statement provided to Depositor and shall be due and payable upon receipt thereof.

4. Depository shall at all times maintain a true and complete account of all public funds deposited by Depositor and render to Depositor monthly statements thereof. Depository shall at all times honor and pay all proper checks, warrants, orders, or drafts of Depositor up to the amount of public funds deposited in Depository provided all checks, warrants, orders, or drafts are properly executed according to this Deposit Agreement, and comply with the terms of the respective account agreements between Depository and Depositor.

5. Depository shall honor and pay all checks, warrants, orders, or drafts issued by Depositor when the checks, warrants, orders, or drafts contain the signature of an officer designated by the governing body and appearing on the signature card on file at the Depository. Depository shall be responsible for verification that the signature appearing on the checks, warrants, orders, or drafts is an authentic signature and Depository shall be liable for any loss of public funds released on its request and supported by an unauthorized signature. Depositor shall be responsible to ensure that the signature authorization card on file with Depository contains current and accurate information.

6. Depository shall, in the event the amount of public funds deposited by Depositor, including accrued interest thereon, exceed the amount covered by federal deposit insurance, immediately initiate procedures required under Chapter 12C of the Iowa Code and the administrative rules of the Treasurer of the state of Iowa, to secure such funds or remit such excess funds to Depositor.

7. This Deposit Agreement may be terminated by either party only upon 60 days written notice to the other, provided all public funds deposited with Depository, plus interest, if any, shall be remitted to Depositor, and all service charges owing by Depositor, if any, shall be paid in full prior to termination. In the event of termination by the Depository when funds are held by the Depository in time deposits or other accounts providing penalties for early withdrawal, Depository shall maintain and continue such accounts, including the collateral for such accounts, if any, until maturity of those accounts.

Dated as of the day and year first above written.

Ankeny Comm. School District/Jennifer Jamison
DEPOSITOR NAME

DEPOSITORY NAME

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

CFO/Board Secretary
TITLE

TITLE

**Ankeny CSD
2022 Renewal Binder**

	<u>EMC 7-1-21/22</u>	<u>EMC 7-1-22/23</u>
Building & Business Personal Property:		
Blanket Building, Property, Property in Open Limit	\$446,771,585	\$475,929,378
Deductible	\$25,000	\$25,000
Wind/Hail Deductible	\$50,000	Varies
Coinsurance	Agreed Value	Agreed Value
Valuation	Replacement Cost	Replacement Cost
Equipment Breakdown	Included	Included
Blanket Business Income & Extra Expense	\$5,000,000	\$5,000,000
Deductible	72 hrs	72 hrs
Additional Coverages:		
Replacement Cost Plus Protection	Blanket Limit + 20%	N/A
Building Ordinance or Law	Full Blanket Limit	Full Blanket Limit
Newly Acquired Building & Personal Property	\$2,000,000	\$2,000,000
Valuable Papers	\$500,000	\$500,000
Accounts Receivable	\$250,000	\$250,000
Debris Removal	25% + \$250,000	25% + \$250,000
Legal Liability	\$250,000	\$250,000
Fine Arts	\$100,000	\$100,000
Off-Premises Utility Services	\$100,000	\$100,000
Pollutant Clean-up & Removal	\$100,000	\$100,000
Outdoor Property	\$1,000 / \$500,000	\$1,000 / \$500,000
Food Spoilage	\$50,000	\$50,000
Fire Department Service Charge	\$50,000	\$50,000
Additions & Renovations under Construction	Included	Included
Synthetic Tracks or Surfaces	Included	Included
Personal Effects & Property of Others	\$100,000	\$100,000
Appurtenant Structures	\$100,000	\$100,000
Limited Flood	\$1,000,000	\$1,000,000
Flood Deductible	\$50,000	\$50,000
Earthquake	\$10,000,000	\$10,000,000
Earthquake Deductible	\$50,000/ Building	\$50,000/ Building
Lock & Re-keying Expense	\$25,000	\$25,000
Arson Reward	\$25,000	\$25,000
Changes in Temperature or Humidity	\$25,000	\$25,000
Money & Securities	\$10,000	\$10,000
Property Off Premises & In Transit Limit	\$500,000	\$500,000
Property Off Premises & In Transit deductible	\$250	\$250

Property Premium:

\$493,808

\$568,418

Wind / Hail Buy-Back:	N/A	Lloyds of London
	<u>7-1-21/22</u>	<u>7-1-22/23</u>
\$50,000 Wind / Hail Deductible Per Building		
Maximum Payable Under Policy		\$560,000
Maximum Locations Per Policy		14
Insured's Retention Per Building		\$10,000
Premium		\$32,068
\$75,000 Wind / Hail Deductible Per Building		
Maximum Payable Under Policy		\$195,000
Maximum Locations Per Policy		3
Insured's Retention Per Building		\$10,000
Premium		\$11,330
Total Wind / Hail Buy-Back Premium:	\$0	\$43,398

	EMC 7-1-21/22	EMC 7-1-22/23
General Liability:		
Each Occurrence Limit	\$2,000,000	\$2,000,000
Damage to Rented Premises Limit	\$300,000	\$300,000
Medical Expense Limit	\$5,000	\$5,000
Personal and Advertising Injury Limit	\$2,000,000	\$2,000,000
General Aggregate Limit	\$4,000,000	\$4,000,000
Products / Completed Operations Aggregate	\$4,000,000	\$4,000,000
Employee Benefit Liability		
Per Occurrence Limit	\$2,000,000	\$2,000,000
Aggregate Limit	\$4,000,000	\$4,000,000
Deductible	\$1,000	\$1,000
School Violent Event Response Coverage		
Aggregate Limit	\$1,000,000	\$1,000,000
Each Event Limit	\$1,000,000	\$1,000,000
Each Person Limit	\$25,000	\$25,000
Additional Insureds:		
See Attached Schedule	Included	Included
Additional Coverages:		
Teacher Liability including Corporal Punishment	Included	Included
Non-waiver of Governmental Immunity	Included	Included
Abuse and Molestation Liability	Included	Included
Intellectual Property Rights Infringement	Included	Included
Volunteers, Board Members, Employees as Insureds	Included	Included
Pesticide & Herbicide Applicator Coverage	Included	Included
Camps & Clinics	Included	Included
Unmanned Aircraft Liability	Included	Included
Premium Basis:		
Faculty Count	1,300	1,391
Student Count - K-8	8,446	8,754
Student Count - High School	3,599	3,798
Daycare/Preschool Count	120	140
General Liability Premium:	\$118,700	\$143,181

	EMC	EMC
Inland Marine:	<u>7-1-21/22</u>	<u>7-1-22/23</u>
Electronic Data Processing Extra Expense	\$500,000	\$500,000
Deductible	\$1,000	\$1,000
Builders Risk:		
Loc: 306-406 SW School St., Ankeny, IA		
Limit of Insurance	\$12,300,000	\$12,300,000
Property in Transit	\$2,460,000	\$2,460,000
Ordinance or Law Coverage (demolition of undamaged parts of buildings)	\$1,230,000	\$1,230,000
Equipment Breakdown	Included	Included
Deductible	\$5,000	\$5,000
Annualized Inland Marine Premium:	\$14,430	\$14,430

	EMC	EMC
Pollution Liability:	<u>7-1-21/22</u>	<u>7-1-22/23</u>
Each Pollution Incident Limit	\$1,000,000	\$1,000,000
Aggregate Limit	\$1,000,000	\$1,000,000
Deductible	\$250	\$250
Fungi & Bacteria	Included	Included
Pollution Liability Premium:	\$1,125	\$1,125

	EMC <u>7-1-21/22</u>	EMC <u>7-1-22/23</u>
Public Officials & Employment Practices Liability:		
Each Loss Limit	\$2,000,000	\$2,000,000
Policy Term Aggregate	\$2,000,000	\$2,000,000
Deductible Each Loss	\$10,000	\$10,000
Loss of Salary & Fringe Benefits - Each Loss	\$75,000	\$75,000
Loss of Salary & Fringe Benefits - Policy Aggregate	\$150,000	\$150,000
Automatic Coverages:		
Prior Acts Retro Date: 7-1-87	Included	Included
Duty to Defend and Pay On Behalf	Included	Included
Defense Costs Outside Policy Limit	Included	Included
Non-Monetary Expenses & IDEA claims	Included	Included
Law Enforcement Extension	Included	Included
District, Board, Employees, Volunteers as Insureds	Included	Included
Outside Directorship Coverage for Non-Profits	Included	Included
Additional Insureds:		
See Attached Schedule	Included	Included
Faculty Count	1,331	1,391
Public Officials / EPL Premium:	\$35,853	\$43,760

	EMC <u>7-1-21/22</u>	RAS <u>7-1-22/23</u>
Workers' Compensation Coverage:		
Workers' Compensation Limit:	Statutory	Statutory
Employers Liability Limit:	\$500,000	\$500,000
Medical Deductible	None	None
Experience Mod	0.78	1.05
Foreign Voluntary Compensation	Included	Included
Estimated Payroll:		
Professional Staff	\$83,158,000	\$89,960,000
Drivers	\$100,000	\$100,000
All Other	\$4,800,000	\$6,580,000
Workers' Compensation Deposit Premium:	\$588,379	\$695,204

Business Automobile:	EMC 7-1-21/22	EMC 7-1-22/23
Bodily Injury & Property Damage Limit	\$2,000,000	\$2,000,000
Medical Payments Limit	\$5,000	\$5,000
Uninsured Motorist Limit	\$1,000,000	\$1,000,000
Underinsured Motorist Limit	\$1,000,000	\$1,000,000
Number of scheduled vehicles:	36	36
Number of scheduled trailers:	17	17
Physical Damage Coverage	Per Auto Schedule	Per Auto Schedule
Valuation		
Comprehensive Deductible	\$1,000	\$1,000
Collision Deductible	\$1,000	\$1,000
Additional Coverages:		
Hired / Non-owned Auto Liability	Included	Included
Fleet Automatic Coverage for new vehicles	Included	Included
Hired Auto Physical Damage	\$75,000	\$75,000
Extended Property Damage (\$250 deductible applies)	\$100,000	\$100,000
Fellow Employee Coverage	Included	Included
Pollution Liability	Included	Included
Employee Hired Auto	Included	Included
Rental Vehicle Extensions	Included	Included
Employees, Volunteers, etc. as Insureds	Included	Included
Garage Keepers Physical Damage Limit	\$300,000	\$300,000
Deductible per auto	\$100	\$100
Max comprehensive deductible for one event	\$500	\$500
High School Shop, Ankeny, IA	Included	Included
Bus Storage, 2017 SE Oak Drive, Ankeny, IA	Included	Included
Centennial H.S., 2220 NW State St, Ankeny, IA	Included	Included
Additional Insureds:		
See Attached Schedule	Included	Included
Automobile Premium:	\$54,325	\$60,359

	EMC 7-1-21/22	EMC 7-1-22/23
Crime Coverages:		
Employee Theft - Per Loss	\$1,000,000	\$1,000,000
Deductible	\$10,000	\$10,000
Forgery Or Alteration	\$1,000,000	\$1,000,000
Deductible	\$10,000	\$10,000
Inside the Premises- Theft of Money & Securities	\$100,000	\$100,000
Deductible	\$1,000	\$1,000
Outside the Premises	\$100,000	\$100,000
Deductible	\$1,000	\$1,000
Computer Fraud / Funds Transfer Fraud	\$1,000,000	\$1,000,000
Deductible	\$10,000	\$10,000
Joint Insureds:		
Ankeny CSD Foundation	Included	Included
Athletic Booster Clubs	Included	Included
Additional Insured Employee Theft Sublimit:	\$10,000	\$10,000
Deductible	\$500	\$500
See Attached Schedule	Included	Included
Automatic Crime Coverages:		
Faithful Performance of Duties	Included	Included
Discovery Form	Included	Included
Treasurer, Board, Students, Interns, Employees and Volunteers as Insureds	Included	Included
Crime Premium:		\$6,266
		\$7,048

	Travelers 7-1-21/22	Travelers 7-1-22/23
Excess Crime Coverages:		
Employee Theft	\$2,000,000	\$2,000,000
Computer Fraud	\$2,000,000	\$2,000,000
Funds Transfer Fraud	\$2,000,000	\$2,000,000
Forgery	N/A	\$2,000,000
Retention	\$1,000,000	\$1,000,000
Rating Basis:		
Employees	2,447	2,118
Volunteers	1,650	956
Total	4,097	3,074
Excess Crime Premium:		\$6,275
		\$7,475

	EMC <u>7-1-21/22</u>	EMC <u>7-1-22/23</u>
Individual Umbrella Coverage:		
Each Occurrence Limit	\$9,000,000	\$9,000,000
Aggregate Limit	\$9,000,000	\$9,000,000
Extends Over:		
General Liability	Included	Included
Auto Liability	Included	Included
Employee Benefit Liability	Included	Included
Sexual Abuse & Molestation Liability	Included	Included
Professional Liability	Included	Included
Public Officials Liability	Included	Included
Employment Practices Liability	Included	Included
Employers' Liability	Included	Included
Umbrella Premium:	\$34,200	\$40,209

	EMC <u>7-1-21/22</u>	EMC <u>7-1-22/23</u>
Group Shared Excess Liability:		
Each Occurrence Limit	\$15,000,000	\$10,000,000
Aggregate Limit	\$30,000,000	\$10,000,000
Group Shared Excess Liability Premium:	\$27,163	\$27,163

	CFC <u>7-1-21/22</u>	CFC <u>7-1-22/23</u>
Cyber Liability:		
Cyber Incident Response	\$5,000,000	TBD
System Damage & Business Interruption	\$5,000,000	TBD
Network Security & Privacy Liability	\$5,000,000	TBD
Media Liability	\$5,000,000	TBD
Court Attendance Costs	\$100,000	TBD
Consequential Reputational Harm	\$1,000,000	TBD
Cyber Crime (Including Phishing)	\$250,000	TBD
Extortion	\$5,000,000	TBD
Each and Every Claim Deductible	\$25,000	TBD
Cyber Liability Premium:	\$55,550	TBD

Total Deposit Premium (Not Including Break/Fix):	\$1,436,074	TBD
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This exhibit provides a brief outline of your insurance protection. Please refer to the policy itself for the actual terms, conditions and limits. In the event of a discrepancy, the insurance policies do take precedence over this Insurance exhibit.



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: 2022-23 School Board Committees

ATTACHMENTS:

File Name	Description	Type	Upload Date
Director_committee_participation_2022-23.pdf	Committee Participation	Support Document	11/18/2022

Director committee participation 2022-23

School Board Member	Required Board Committees		Administrative Committees						State Required Committees	
	Facility and Finance	Policy	Long Range Facilities	Ankeny Schools Foundation	Calendar	College and Career Readiness	Equity	School-City Advisory	SIAC	PD
Director Barthole		X			X					
Director Burk							X		X	
Director Claeys		X			X				X	
Director Johnson	X		X			X				
Director Palik	X								X	
Director Tagliareni,	X			X						
Director Weldon			X			X		X		



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Open Enrollment

ATTACHMENTS:

File Name	Description	Type	Upload Date
OE_12.5.22.pdf	OE 12.5.22	Support Document	12/1/2022

Open Enrollment – 12/05/22 Board Agenda

Name	Grade	Resident District	Receiving District	School Year
Lantz, Addison	10	Ankeny	Ballard	2022-23
Teggatz, Kinsley	1	Ankeny	Ballard	2022-23
Lopez Rivera, Jonathan	12	Ankeny	CAM	2022-23
Strandberg, Sophia	11	Ankeny	CAM	2022-23
Miller, Jayce	1	Ankeny	Clayton Ridge	2022-23
Joshua, Mair	K	Ankeny	DMPS	2022-23
Joshua, Robert	2	Ankeny	DMPS	2022-23
Joshua, Zy'Airah	1	Ankeny	DMPS	2022-23
LaHart, Grant	9	Ankeny	DMPS	2022-23
Kooyman, Julia	4	Ankeny	Mid Prairie Comm (HSAP)	2022-23
Steffens, Jackson	K	Ankeny	WDM (HSAP)	2023-24

Superintendent Recommendation: Approve above open enrollment requests.

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Superintendent Recommendation: Deny above open enrollment requests.



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Paid Bills

ATTACHMENTS:

File Name	Description	Type	Upload Date
December_5_2022_Paid_Bills.pdf	Paid Bills - December 5, 2022	Support Document	12/1/2022

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
469863	GENERAL	COLLECTION SERVICES CENTER	\$2,926.11	OTHER DISBURSEMENT
469864	GENERAL	ROTH - COMMON REMITTER	\$36,557.29	OTHER DISBURSEMENT
469865	GENERAL	COMMON REMITTER SERVICES	\$62,175.88	OTHER DISBURSEMENT
469866	GENERAL	FIRST INTERSTATE BANK	\$742,051.82	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$174,662.04	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$522,354.77	OTHER DISBURSEMENT
469867	GENERAL	GENERAL FUND - DENTAL SERVICE	\$49,441.59	OTHER DISBURSEMENT
469868	GENERAL	ISOLVED BENEFIT SERVICES	\$1,928.36	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$39,025.02	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$51,153.52	OTHER DISBURSEMENT
469869	GENERAL	STATE DISTRIBUTION UNIT	\$546.50	OTHER DISBURSEMENT
469870	GENERAL	TREASURER STATE OF IOWA	\$254,385.27	OTHER DISBURSEMENT
469871	GENERAL	A E A SCHOLARSHIP FUND	\$292.17	OTHER DISBURSEMENT
469872	GENERAL	AMER.FAMILY LIFE ASSURANCE CO.	\$350.72	OTHER DISBURSEMENT
469873	GENERAL	COLLECTION SERVICES CENTER	\$880.37	OTHER DISBURSEMENT
469874	GENERAL	ROTH - COMMON REMITTER	\$475.00	OTHER DISBURSEMENT
469875	GENERAL	COMMON REMITTER SERVICES	\$3,335.18	OTHER DISBURSEMENT
469876	GENERAL	DOLLARS FOR SCHOLARS	\$142.00	OTHER DISBURSEMENT
469877	GENERAL	FIRST INTERSTATE BANK	\$101,393.88	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$23,713.18	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$36,412.00	OTHER DISBURSEMENT
469878	GENERAL	GENERAL FUND - DENTAL SERVICE	\$7,602.53	OTHER DISBURSEMENT
469879	GENERAL	GENERAL FUND	\$3,356.61	OTHER DISBURSEMENT
469880	GENERAL	IOWA DEPARTMENT OF REVENUE	\$170.19	OTHER DISBURSEMENT
469881	GENERAL	IPERS-FOAB	\$1,234,615.07	OTHER DISBURSEMENT
469882	GENERAL	ISOLVED BENEFIT SERVICES	\$150.46	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$4,156.50	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$277.77	OTHER DISBURSEMENT
469883	GENERAL	NORTHERN HILLS COLLECTIONS INC	\$124.85	OTHER DISBURSEMENT
469884	GENERAL	POLK COUNTY SHERIFF	\$220.18	OTHER DISBURSEMENT
469885	GENERAL	SERVE CREDIT UNION	\$200.00	OTHER DISBURSEMENT
469886	GENERAL	TREASURER STATE OF IOWA	\$22,897.65	OTHER DISBURSEMENT
469887	GENERAL	UNITED STATES TREASURY	\$348.02	OTHER DISBURSEMENT
469888	GENERAL	UNITED WAY OF CENTRAL IOWA	\$520.00	OTHER DISBURSEMENT
469889	GENERAL	FIRST INTERSTATE BANK	\$144.42	OTHER DISBURSEMENT
	GENERAL	FIRST INTERSTATE BANK	\$33.78	OTHER DISBURSEMENT
469890	ACTIVITY	4IMPRINT INC	\$1,496.62	INSTR SUPPLIES
469891	GENERAL	A KING'S THRONE LLC	\$767.50	MAINT SERVICE
469892	GENERAL	ACADEMIC THERAPY PUBLICATIONS	\$1,800.00	INSTR SUPPLIES
469893	GENERAL	ACKELSON SHEET METAL INC	\$426.00	MAINT SUPPLIES
469894	GENERAL	ADVENTURE LIGHTING INC	\$517.90	MAINT SUPPLIES
469895	GENERAL	AHLERS AND COONEY P.C.	\$2,965.50	ADMIN SERVICE
469901	ACTIVITY	AMAZON BUSINESS	\$32.98	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$129.76	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$39.95	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS	\$69.42	INSTR SERVICE
	GENERAL	AMAZON BUSINESS	\$13,897.51	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$25.98	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$16.99	MEDIA BOOKS
	GENERAL	AMAZON BUSINESS	\$404.84	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$58.87	ADMIN SUPPLIES
	ACTIVITY	AMAZON BUSINESS	\$2,435.03	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$156.18	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$37.94	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$237.16	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$1,077.44	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$62.65	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS	\$526.50	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$188.29	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$61.39	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$306.63	MEDIA BOOKS
	GENERAL	AMAZON BUSINESS	\$791.89	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$17.70	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$80.85	ADMIN SUPPLIES

469902	ATHLETIC	APPLE COMPUTER INC	\$449.00	INSTR SUPPLIES
	GENERAL	APPLE COMPUTER INC	\$419.00	INSTR SUPPLIES
469903	GENERAL	ARDICK EQUIPMENT CO INC	\$294.00	MAINT SUPPLIES
469904	GENERAL	ASSET SERVICES	\$47,750.00	ADMIN SERVICE
469905	GENERAL	AVANT ASSESSMENT LLC	\$5,152.50	INSTR SERVICE
469906	GENERAL	DICK BLICK	\$271.00	INSTR SUPPLIES
469907	ATHLETIC	BOBS CUSTOM TROPHIES	\$777.90	INSTR SUPPLIES
469908	GENERAL	BOHNSACK & FROMMELT LLP	\$33,000.00	ADMIN SERVICE
469909	ATHLETIC	CODY J BOOZELL	\$75.00	INSTR OFFICIALS
469910	GENERAL	KAYLEE BRUGIONI	\$110.00	ADMIN SERVICE
	GENERAL	KAYLEE BRUGIONI	\$48.75	ADMIN TRAVEL
469911	ATHLETIC	BSN SPORTS LLC	\$2,640.00	INSTR SUPPLIES
469912	ATHLETIC	WILLIAM L BURCHETT	\$145.00	INSTR OFFICIALS
469913	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$13,828.90	MAINT SUPPLIES
	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$254.29	MAINT SUPPLIES
469914	GENERAL	CENTER FOR COLLABORATIVE CLASSROOM	\$2,052.00	INSTR SUPPLIES
469916	GENERAL	CIT CHARTERS	\$300.00	TRANSP TRAVEL
	GENERAL	CIT CHARTERS	\$31,159.86	TRANSP SERVICE
469917	GENERAL	CITY OF ANKENY	\$5,480.08	TRANSP SUPPLIES
	GENERAL	CITY OF ANKENY	\$3,678.46	MAINT SUPPLIES
	GENERAL	CITY OF ANKENY	\$35,057.97	TRANSP SUPPLIES
469918	ATHLETIC	CMC NEPTUNE LLC	\$2,175.00	INSTR SUPPLIES
469919	GENERAL	BOILER SERVICES AND CONTROLS LLC	\$312.00	MAINT SERVICE
469920	GENERAL	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$24.11	MAINT SUPPLIES
469921	ATHLETIC	CREATIVE LEGACY CO LLC	\$4,700.00	INSTR SUPPLIES
469922	ACTIVITY	CROWN CLEANERS	\$540.00	INSTR SUPPLIES
469923	ATHLETIC	DAKTRONICS	\$405.00	INSTR SERVICE
469924	GENERAL	DEAF SERVICES UNLIMITED	\$3,830.00	ADMIN SERVICE
469925	ATHLETIC	DECKER SPORTING GOODS INC	\$32,297.20	INSTR SUPPLIES
469926	GENERAL	DES MOINES REGISTER COMMUNITY PUBL	\$70.61	ADMIN SERVICE
469927	GENERAL	DES MOINES STAMP MFG CO	\$36.90	ADMIN SUPPLIES
469928	PPEL	DES MOINES STEEL FENCE CO. INC	\$1,100.00	MAINT SERVICE
469929	GENERAL	DICKINSON MACKAMAN TYLER & HAGEN	\$14,477.00	ADMIN SERVICE
469930	GENERAL	MIRSADA DIEHL	\$120.00	INSTR REFUNDS
469931	GENERAL	DRAKE UNIVERSITY	\$128.34	INSTR SUPPLIES
469932	GENERAL	DUET RESOURCE GROUP INC	\$3,672.91	INSTR SUPPLIES
	GENERAL	DUET RESOURCE GROUP INC	\$1,084.81	ADMIN SUPPLIES
469933	SAVE - CP	ELECTRONIC ENGINEERING CO	\$42,500.00	CONSTRUCT EQUIP
	GENERAL	ELECTRONIC ENGINEERING CO	\$7,848.00	MAINT SERVICE
469934	GENERAL	ELITE GLASS AND METAL LLC	\$130.00	MAINT SERVICE
469935	ATHLETIC	ELSMORE SPORTS INC	\$2,360.00	INSTR SUPPLIES
469936	GENERAL	ESGI LLC	\$3,136.00	INSTR SERVICE
469937	GENERAL	ETA HAND2MIND	\$6,149.34	INSTR SUPPLIES
469938	PPEL	EXTERIOR SHEET METAL	\$2,222.48	CONSTRUCT SERVICE
469939	GENERAL	FILTER SHOP INC.	\$846.00	MAINT SERVICE
	GENERAL	FILTER SHOP INC.	\$1,457.01	MAINT SUPPLIES
469940	GENERAL	FIRST STUDENT INC	\$523,119.74	TRANSP SERVICE
	GENERAL	FIRST STUDENT INC	\$70,288.66	TRANSP SERVICE
469941	GENERAL	FOLLETT CONTENT SOLUTIONS LLC	\$321.29	MEDIA BOOKS
469942	GENERAL	FRANKLINCOVEY	\$3,950.00	INSTR DUES
	GENERAL	FRANKLINCOVEY	\$2,638.82	INSTR SUPPLIES
469943	SAVE - CP	FREVERT RAMSEY KOBES	\$27,462.77	CONSTRUCT SERVICE
469944	PPEL	L. A. FULTON & SONS INC	\$730.00	CONSTRUCT SERVICE
469945	GENERAL	GARLAND'S INC.	\$54.00	MAINT SUPPLIES
469946	GENERAL	GIA PUBLICATIONS INC	\$49.95	INSTR SUPPLIES
469947	GENERAL	W.W. GRAINGER INC.	\$286.38	MAINT SUPPLIES
469948	GENERAL	GRAYBAR ELECTRIC COMPANY INC	\$467.20	MAINT SUPPLIES
469949	GENERAL	HANDS UP COMMUNICATIONS INC	\$3,637.50	ADMIN SERVICE
469950	GENERAL	HAWKEYE TRUCK EQUIPMENT	\$242.25	MAINT SUPPLIES
469951	ATHLETIC	MEL HEINTZ	\$80.00	INSTR OFFICIALS
469952	ATHLETIC	RYAN HEINTZ	\$240.00	INSTR OFFICIALS
469953	ATHLETIC	SAMUEL HEINTZ	\$80.00	INSTR OFFICIALS
469954	GENERAL	HERC-U-LIFT INC.	\$628.80	MAINT SUPPLIES
	GENERAL	HERC-U-LIFT INC.	\$902.45	MAINT SERVICE
469955	ATHLETIC	AARON HOPKINS	\$110.00	INSTR OFFICIALS

469956	GENERAL	HOWELL GREENHOUSE & FLORAL INC	\$7,317.00	INSTR DUES
469957	ATHLETIC	CORY P HUNTER	\$110.00	INSTR OFFICIALS
469958	GENERAL	GREY HOUSE PUBLISHING	\$543.50	INSTR SUPPLIES
469959	GENERAL	HYDRONIC ENERGY INC.	\$1,896.00	MAINT SUPPLIES
469960	GENERAL	HY-VEE - N. ANKENY BLVD	\$127.07	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$373.71	INSTR SUPPLIES
469961	ATHLETIC	HY-VEE - N. ANKENY BLVD	\$8,960.00	INSTR SUPPLIES
469962	NON STUDENT AGENCY	HY-VEE - PRAIRIE TRAIL	\$50.00	INSTR SUPPLIES
469963	GENERAL	IDENTISYS, INC	\$1,019.83	INSTR EQUIP
469964	ATHLETIC	INDEPENDENCE COMMUNITY SCHOOL DISTR	\$100.00	INSTR DUES
469965	ATHLETIC	INDIANOLA ATHLETIC DEPARTMENT	\$100.00	INSTR DUES
469966	GENERAL	INFOMAX OFFICE SYSTEMS	\$414.80	ADMIN SUPPLIES
469967	GENERAL	INFRASTRUCTURE ENGINEERING INC	\$112.50	MAINT SERVICE
469968	GENERAL	INTERACTIVE HEALTH TECHNOLOGIES	\$744.03	INSTR SUPPLIES
469969	GENERAL	INTERNATIONAL PAPER CO	\$224.19	MAINT SERVICE
469970	GENERAL	INTERSTATE ALL BATTERY CENTER	\$281.60	MAINT SUPPLIES
469971	GENERAL	IOWA FFA ENRICHMENT CENTER	\$2,070.00	ADMIN SERVICE
469972	ATHLETIC	IOWA HIGH SCHOOL ATHLETIC ASSOC.	\$25.00	INSTR SUPPLIES
	ATHLETIC	IOWA HIGH SCHOOL ATHLETIC ASSOC.	\$50.00	INSTR DUES
	ACTIVITY	IOWA HIGH SCHOOL ATHLETIC ASSOC.	\$560.00	INSTR DUES
469973	ACTIVITY	IOWA HIGH SCHOOL SPEECH ASSOC	\$40.00	INSTR DUES
469974	GENERAL	IOWA HOME CARE WEST DES MOINES	\$15,025.00	INSTR SERVICE
469975	GENERAL	IOWA INTERNATIONAL CENTER	\$165.00	ADMIN SERVICE
469976	GENERAL	ISCA OFFICE	\$160.00	ADMIN DUES
469977	MANAGEMENT	JESTER INSURANCE SERVICES	\$1,715.00	MAINT SERVICE
469978	GENERAL	JUNIOR ACHIEVEMENT CENTRAL IOWA	\$9,408.00	ADMIN DUES
469979	GENERAL	JUNIOR LIBRARY GUILD	\$1,069.04	MEDIA BOOKS
469980	GENERAL	KEITZER MANUFACTURING LLC	\$566.04	INSTR SUPPLIES
469981	GENERAL	KELE INC	\$38.88	MAINT SUPPLIES
469982	ATHLETIC	TYSEN LANDMESSER	\$216.00	INSTR OFFICIALS
469983	GENERAL	LANGUAGETECH INC	\$202.50	ADMIN SERVICE
469984	PPEL	LASER RESOURCES L.L.C.	\$1,250.00	ADMIN EQUIP
	PPEL	LASER RESOURCES L.L.C.	\$18,750.00	ADMIN EQUIP
469985	ATHLETIC	STEPHEN LATIMER	\$110.00	INSTR OFFICIALS
469986	GENERAL	LEADING EDGE LAMINATING	\$1,092.08	ADMIN SUPPLIES
469987	GENERAL	LEARNING A-Z	\$4,026.64	INSTR SUPPLIES
469988	GENERAL	LEARNING POST	\$329.45	INSTR SUPPLIES
469989	GENERAL	JENNIFER LEE	\$30.00	INSTR REFUNDS
469990	GENERAL	LIGHTSPEED TECHNOLOGIES INC	\$36.00	ADMIN SUPPLIES
469991	ATHLETIC	WESLEY LOOMIS	\$100.00	INSTR OFFICIALS
469992	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$17,041.65	MEDIA BOOKS
469993	GENERAL	MAIL SERVICES LLC	\$528.29	ADMIN SERVICE
469994	GENERAL	MARTIN BROTHERS	\$243.31	INSTR SUPPLIES
469995	ATHLETIC	CHRISTOPHER A MARZEN	\$75.00	INSTR OFFICIALS
469996	GENERAL	SHELLEENA MCCONNELL	\$475.00	ADMIN SERVICE
469997	GENERAL	RICHARD MCDOWELL	\$23.65	INSTR REFUNDS
469998	GENERAL	MCGRAW-HILL SCHOOL EDUCATION GROUP	\$2,283.26	INSTR SUPPLIES
469999	GENERAL	MENARDS	\$58.02	MAINT SUPPLIES
	GENERAL	MENARDS	\$766.85	MAINT SUPPLIES
	GENERAL	MENARDS	\$336.79	MAINT SUPPLIES
	GENERAL	MENARDS	\$51.38	MAINT SUPPLIES
	GENERAL	MENARDS	\$387.42	INSTR SUPPLIES
470000	GENERAL	BEN J MULLER	\$131.70	ADMIN TRAVEL
470001	ATHLETIC	JEREMY MUNTZ	\$100.00	INSTR OFFICIALS
470002	GENERAL	MYBINDING LLC	\$431.90	ADMIN SUPPLIES
470003	ATHLETIC	KENNETH NORLAND	\$75.00	INSTR OFFICIALS
470004	GENERAL	OFFICE DEPOT	\$370.10	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$1,564.91	INSTR SUPPLIES
470005	GENERAL	OPC DIRECT	\$2,312.38	ADMIN SUPPLIES
470006	ATHLETIC	OTTER CREEK GOLF COURSE	\$236.00	INSTR DUES
	ATHLETIC	OTTER CREEK GOLF COURSE	\$120.00	INSTR SUPPLIES
	ATHLETIC	OTTER CREEK GOLF COURSE	\$1,000.00	INSTR DUES
470007	ACTIVITY	P & M MONOGRAMMING	\$2,885.20	INSTR SUPPLIES
470008	PPEL	PAR INDUSTRIES LLC	\$781.02	CONSTRUCT SERVICE
470009	GENERAL	J W PEPPER	\$909.74	INSTR SUPPLIES

470010	ACTIVITY	THE PERCUSSION SOURCE	\$215.53	INSTR SUPPLIES
470011	ATHLETIC	FLOYD PERRINE	\$110.00	INSTR OFFICIALS
470012	GENERAL	PITCH PUBLICATIONS LLC	\$80.00	INSTR SUPPLIES
470013	ATHLETIC	MATT PITTS	\$75.00	INSTR OFFICIALS
470014	GENERAL	POWERSCHOOLS HOLDINGS LLC	\$225.00	ADMIN SERVICE
470015	ATHLETIC	BILL PRANGE	\$100.00	INSTR SERVICE
470016	GENERAL	PREMIER A&B SERVICES	\$349.49	MAINT SUPPLIES
470017	ATHLETIC	PREMIER SOUTHERN TICKET CO INC	\$120.72	INSTR SUPPLIES
470018	GENERAL	RELIABLE ROOFING	\$435.00	MAINT SERVICE
470019	ATHLETIC	RIDDELL/ALL AMERICAN SPORTS CORP	\$65.51	INSTR SUPPLIES
470020	GENERAL	FRANK RIEMAN MUSIC INC	\$1,492.00	INSTR SERVICE
470021	ATHLETIC	JEFFREY D. RUPE	\$160.00	INSTR OFFICIALS
470022	ATHLETIC	TMS3 ENTERPRISES LLC	\$2,823.00	INSTR SUPPLIES
470023	GENERAL	SAVVAS LEARNING CO LLC	\$41.58	INSTR SUPPLIES
470024	GENERAL	SCHOOL HEALTH CORPORATION	\$43.65	INSTR SUPPLIES
	GENERAL	SCHOOL HEALTH CORPORATION	\$430.89	ADMIN SUPPLIES
	GENERAL	SCHOOL HEALTH CORPORATION	\$314.29	ADMIN SUPPLIES
470025	GENERAL	SCHOOL SPECIALTY LLC	\$649.60	INSTR SUPPLIES
470026	GENERAL	SCIBA	\$300.00	INSTR DUES
470027	GENERAL	SCIENCE CENTER OF IOWA	\$741.00	INSTR DUES
470028	ATHLETIC	SECURITAS SECURITY SERVICES USA INC	\$1,285.09	INSTR SERVICE
470029	ATHLETIC	SETH SHATTO	\$100.00	INSTR OFFICIALS
470030	ATHLETIC	ANDREW SHIVERS	\$210.00	INSTR OFFICIALS
470031	PEEL	SIGNARAMA - URBANDALE	\$704.38	CONSTRUCT EQUIP
	PEEL	SIGNARAMA - URBANDALE	\$4,220.63	MAINT SERVICE
470032	ATHLETIC	DAVID SIMMONS	\$305.00	INSTR OFFICIALS
470033	GENERAL	SLEISTER MUSIC	\$1,875.00	INSTR SERVICE
	ACTIVITY	SLEISTER MUSIC	\$450.00	INSTR SERVICE
470034	ATHLETIC	ANDREW JOHN SMITH	\$80.00	INSTR OFFICIALS
470035	GENERAL	RALPH N SMITH INC	\$230.00	MAINT SERVICE
	PEEL	RALPH N SMITH INC	\$1,595.00	CONSTRUCT SUPPLIES
470036	PEEL	SPECIFIED DESIGN CONSULTANTS, INC	\$815.00	CONSTRUCT SUPPLIES
470037	ATHLETIC	ZACHARY STARBUCK	\$110.00	INSTR OFFICIALS
470038	GENERAL	STENHOUSE PUBLISHERS	\$27.00	ADMIN SUPPLIES
470039	ACTIVITY	STONER MUSIC INC	\$300.00	INSTR SERVICE
	GENERAL	STONER MUSIC INC	\$515.00	INSTR SERVICE
470040	GENERAL	STRATEGIC AMERICA INC	\$10,888.88	ADMIN SERVICE
470041	PEEL	SVPA ARCHITECTS INC	\$6,092.50	CONSTRUCT SERVICE
470042	GENERAL	TEACHING STRATEGIES INC.	\$4,149.60	INSTR SERVICE
470043	NON STUDENT AGENCY	THE DISTRICT VENUE	\$80.00	INSTR SUPPLIES
470044	GENERAL	TIGERSTOP LLC	\$4,374.00	INSTR EQUIP
470045	GENERAL	TK ELEVATOR CORP	\$1,318.79	MAINT SERVICE
470046	GENERAL	TRACTOR SUPPLY CO TSC	\$210.00	MAINT SUPPLIES
470047	ACTIVITY	TRESONA MULTIMEDIA LLC	\$1,350.00	INSTR SUPPLIES
470048	GENERAL	UNITYPOINT AT HOME	\$21,417.50	INSTR SERVICE
470049	GENERAL	VAN METER COMPANY	\$99.94	MAINT SUPPLIES
470050	ATHLETIC	VARSITY SPIRIT FASHIONS & SUPPLIES	\$5,471.50	INSTR SUPPLIES
470051	GENERAL	VERITIV OPERATING CO	\$622.18	ADMIN SUPPLIES
470052	GENERAL	CORY VITZTHUM	\$522.50	MAINT SERVICE
470053	ACTIVITY	WAUKEE NORTHWEST HIGH SCHOOL	\$800.00	INSTR DUES
470054	ACTIVITY	WEE'S TEES LLC	\$308.50	INSTR SUPPLIES
470055	GENERAL	WEST MUSIC COMPANY	\$1,752.05	INSTR SUPPLIES
470056	ATHLETIC	ADAM P WUESTEWALD	\$75.00	INSTR OFFICIALS
470057	ATHLETIC	BROCK YOSSI	\$80.00	INSTR OFFICIALS
470058	SAVE - CP	PHILLIPS' FLOORS INC	\$29,991.50	CONSTRUCT SERVICE
470059	SAVE - CP	STAHL CONSTRUCTION CO.	\$172,630.79	CONSTRUCT SERVICE
		GENERAL FUND SUB-TOTAL	\$4,753,933.42	
16448	ACTIVITY	MASTERCARD	\$10,549.01	SEE P-CARD DETAIL
	GENERAL	MASTERCARD	\$32,922.88	SEE P-CARD DETAIL
	ATHLETIC	MASTERCARD	\$11,734.71	SEE P-CARD DETAIL
	NON STUDENT AGENCY	MASTERCARD	\$1,444.05	SEE P-CARD DETAIL

16453	GENERAL	TEACHERS ON CALL	\$62.47	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$806.00	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$806.00	MEDIA SERVICE
	GENERAL	TEACHERS ON CALL	\$1,694.32	ADMIN SERVICE
	GENERAL	TEACHERS ON CALL	\$240.90	MEDIA SERVICE
	GENERAL	TEACHERS ON CALL	\$55,997.40	INSTR SERVICE
16454	GENERAL	CITY OF ANKENY - WATER	\$47,412.07	MAINT SERVICE
16455	GENERAL	VERIZON WIRELESS	\$797.09	ADMIN SERVICE
16456	GENERAL	WINDSTREAM	\$247.21	ADMIN SERVICE
16457	ATHLETIC	DEVON D MCGLADE	\$520.00	INSTR SERVICE
16458	ATHLETIC	TUCKER LYN PEASE	\$352.00	INSTR SERVICE
16459	NON STUDENT AGENCY	CENTURY LINK	\$32.39	COMM ENG SERVICE
	GENERAL	CENTURY LINK	\$127.75	ADMIN SERVICE
16460	ATHLETIC	FIRST INTERSTATE BANK	\$2,600.00	ATHLETIC CHANGE CASH
16461	ATHLETIC	FIRST INTERSTATE BANK	\$4,200.00	ATHLETIC CHANGE CASH
16462	ATHLETIC	FIRST INTERSTATE BANK	\$6,600.00	ATHLETIC CHANGE CASH
16463	GENERAL	UNITED STATES CELLULAR	\$173.96	ADMIN SERVICE
		GENERAL FUND SUB-TOTAL	\$179,320.21	
		GENERAL FUND GRAND TOTAL	\$4,933,253.63	
700722	CHILD CARE FUND	FIRST STUDENT INC	\$9,900.00	TRANSP SERVICE
		CHILD CARE FUND SUB-TOTAL	\$9,900.00	
20198	CHILD CARE FUND	MASTERCARD	\$26.49	SEE P-CARD DETAIL
20199	CHILD CARE FUND	VERIZON WIRELESS	\$463.14	ADMIN SERVICE
		CHILD CARE FUND SUB-TOTAL	\$489.63	
		CHILD CARE FUND GRAND TOTAL	\$10,389.63	
246720	NUTRITION	AMAZON BUSINESS	\$324.57	NUTRITION SUPPLIES
246721	NUTRITION	AMERICAN BOTTLING COMPANY	\$496.25	NUTRITION SUPPLIES
246722	NUTRITION	ANDERSON/ERICKSON DAIRY INC.	\$40,240.17	NUTRITION SUPPLIES
246723	NUTRITION	GENERAL FIRE & SAFETY EQUIPMENT	\$5,545.00	MAINT SERVICE
246724	NUTRITION	GENERAL PARTS, LLC	\$329.90	MAINT SERVICE
246725	NUTRITION	GOODWIN TUCKER GROUP	\$1,007.90	MAINT SERVICE
246726	NUTRITION	JENNIFER LEE	\$24.55	NUTRITION REFUNDS
246729	NUTRITION	LOFFREDO FRESH PRODUCE CO	\$25,635.57	NUTRITION SUPPLIES
246734	NUTRITION	MARTIN BROTHERS	\$9,861.99	NUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS	\$86,795.80	NUTRITION SUPPLIES
246735	NUTRITION	BROOKE MCGUIRE	\$51.00	NUTRITION REFUNDS
246736	NUTRITION	PAN O GOLD BAKING CO	\$6,341.70	NUTRITION SUPPLIES
		NUTRITION FUND SUB-TOTAL	\$176,654.40	
51769	NUTRITION	MASTERCARD	\$161.50	SEE P-CARD DETAIL
		NUTRITION FUND SUB-TOTAL	\$161.50	
		NUTRITION FUND GRAND TOTAL	\$176,815.90	

This is to certify that the following expenditures have been approved this 5th day of December, 2022

General Fund/Student Activity/Capital Projects/PPEL/Debt Service/SAVE	\$ 4,933,253.63
Childcare Fund	\$ 10,389.63
Nutrition Fund	\$ 176,815.90

Ryan Weldon, President

Aaron Johnson, Vice President

Sarah Barthole

Joy Burk

Katie Claeys

Joshua Palik

Amy Tagliareni

Jennifer Jamison, Board Secretary

**Detail -First Interstate Bank Procurement Cards
December 1, 2022**

VENDOR	AMOUNT
Living History Farms	5,132.00
Hilton Hotels	3,870.11
Solution Tree	3,446.50
American Airlines	2,587.20
Delta Airlines	2,199.39
Swank Motion Pictures	2,136.00
NDA Camps & Events	2,100.00
Central Rest Products	2,049.00
Iowa Choral Directors Assoc	1,770.00
Biteable	1,188.00
Renaissance Hotels	1,075.52
IA Dept of Public Safety	1,000.00
ACTE	945.00
Make.Do	918.00
4Imprint	894.59
Language Line Inc.	839.95
Lapel Pins Plus	808.50
Domino's Pizza	778.86
American Eagle	721.78
Lulus.com	689.53
IWCOA	620.00
IDI LLC	612.00
Best Buy	564.95
Airtable.com	552.00
Corporate Travel Management	550.00
Mascot Books Inc	540.75
GoBIlda	520.32
Papa John's	517.64
Holiday Inn	515.16
Walls of Books	500.00
Book Outlet	497.61
Olive Garden	485.83
Godfathers Pizza	471.68
Senor Wooly	450.00
JW Pepper	413.49
Prime Fitness USA	408.67
Mia Bella Couture	367.00
EAI Education	363.59
Indianola First United Methodist Church	360.00
Overhead Door Co of No Kentucky	356.02
TeachersPayTeachers.com	339.04
Weissman's Theatrical	326.60
EB CI Midwest	319.62
Walmart	318.43
Little Caesars	313.31
Panera Bread	308.53
Fast Model Sports	306.18
BMK Arrangements	300.00
Walcro	289.89
Gifted Unlimited	287.95

**Detail -First Interstate Bank Procurement Cards
December 1, 2022**

VENDOR	AMOUNT
Chicago Books & Journals	285.02
Sparkles Rhinestones	284.20
Asos.com	279.58
Lets Stick Together	271.78
Enterprise Rent-a-Car	264.42
United All-Stars	248.00
Casey's	247.56
Raymond Geddes	245.04
Wee's Tees	242.50
Tennis Point	231.76
Mountain Cider Company	227.80
Target	226.78
Stretta Music	220.60
Menards	217.28
Dollar Tree	216.43
Paris Hotel	214.29
United Airlines	212.60
Jimmy John's	210.25
American Locksets	200.43
Olde Boston's Restaurants	199.83
Hy-Vee	199.32
Level 10 Apparel	185.11
CheerSoundExpress	180.00
Perfecttux.com	179.99
Quizlet.Com	176.35
Broadway Licensing	174.85
Performance Minds	168.87
Cambria Hotels	166.28
School Nutrition Assoc	161.50
ASCS	154.81
Daylight Donuts	148.01
Gajan and Kumar	145.22
FBLA	144.00
Guitar Center	140.98
Bali Elf	135.00
Jethro's BBQ	133.55
Lightspeed Technologies	132.00
Iowa Math	130.00
SlipIntoSoft.com	129.00
Gimkit Pro	119.76
Michael's Stores	117.57
DART	116.00
Raptor Technologies	110.00
Time for Kids Magazine	110.00
Wipebook Corp	107.97
Cider	102.70
GetMeRegistered Events	100.19
Ryno Velo Bike Shop	100.17
Breakout Inc.	99.00
DeltaMath.com	95.00

**Detail -First Interstate Bank Procurement Cards
December 1, 2022**

VENDOR	AMOUNT
ShowPo.com	94.70
Learning Post	92.57
Mailchimp	90.00
Ventris Learning	90.00
Greenwood Heineman	88.90
SweetumSignatures.com	88.00
MF Athletic & Performance	85.13
Calm Strips	84.98
Follett	83.79
Mailgun Technologies	83.74
Aritzia.com	79.58
NCHE Publications	71.00
Sam's Club	68.90
Dick's Sporting Goods	68.58
BooHoo	67.23
School Health Corp	65.59
Electronic Engineering	64.99
30Hop	58.92
IA Football Coaches Assoc	57.88
Amazon	55.58
Academic Therapy Web	55.00
IATC	55.00
Staples	52.98
Apple	47.69
Boom Cards	40.00
Des Moines Theatrical	38.79
Adobe	37.09
Cotton On	36.99
Research Press	34.39
Boso Pink	33.90
PAC Supply	33.04
TheWiseChannel.com	30.00
Rustico LLC	29.88
Alter'd State	28.98
BR Factory.com	27.83
Heartland AEA	21.38
Tropical Smoothing Café	18.28
EasyKeys.com	18.14
McDonald's	16.98
Walgreens	4.94
PC Connection Sales	(6.54)
Wayside Publishing	(754.94)
Canvas	(1,436.76)
Total	56,838.64



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Personnel Report

ATTACHMENTS:

File Name	Description	Type	Upload Date
Personnel_Report_12.5.22.pdf	Personnel Report 12.5.22	Support Document	12/2/2022



**Personnel Memorandum
December 5, 2022
AMENDED**

*The buildings to which employees are being assigned upon hire, from and to which employees are transferring and/or being reassigned, and from which they are departing is provided at Board request. **These locations are informational only and based on district needs at the time of the Personnel Memorandum; contracts and employment agreements are between the employee and the district.** Board approval of these internal hires and transitions does not create a contractual relationship between the employee and a particular building nor does it limit the rights and obligations outlined in any relevant collective bargaining agreement.*

SY 22-23

*pending background check and/or post offer physical assessment

Appointments - Certified

Employee	Position	Location	Notes
Jennifer Beem	Science	Ankeny Centennial	Mid Year Hire
Jason Clark	Social Studies	Ankeny Centennial	Mid Year Hire

Resignations - Certified

Employee	Position	Location	Notes

Appointments - Classified / Confidential

Employee	Position	Location	Notes
Vicki Connell	Special Ed Associate	Ankeny High	Transferred from Special Ed Associate, Southview
Jessica Rinehart	General Education Associate	Ashland Ridge Elementary	
Lynsey Harris	Special Education Associate	Crocker Elementary	Transferring from Part-Time General Education Associate at Crocker Elementary

Matthew Looney	Custodian	Heritage Elementary	Pending Physical
Grace Pion	General Education Associate	East Elementary	Pending Background Check
London Palmer	Special Education Associate	Crocker Elementary	
Jan DeForest	Delivery Driver	Warehouse	Transferring from Nutrition Services Delivery Driver

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Sydney Broich	Special Education Associate	Rock Creek Elementary	Resignation
Zulfo Zilic	Custodian	Centennial High	Resignation
Rodney Lacey	Special Education Associate	Southview Middle School	Resignation
Andrea Smith	Special Education Associate	Southview Middle School	Resignation

Appointments - Administrative

Employee	Position	Location	Notes

Resignations - Administrative

Employee	Position	Location	Notes

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Karen Gama Fomperosa	Assistant Girls Tennis	Ankeny High	
Brogan Kearney	JV Jazz Band	Centennial High	For the 22-23 School Year only due to increased student participation
Marcus Price	8th Jazz Band	Northview Middle School	For the 22-23 School Year only due to increased student participation

Brittney Lancial	Assistant Girls Soccer	Northview	For the 22-23 School Year only due to increased student participation.
Trey Vinzant	Head 10th Boys Baseball	Ankeny High	Reassigned from 10th Assistant Baseball Coach
Greg Schoon	Assistant Varsity Boys Track	Ankeny High	
Jeff Simak	Head 8th Girls Track	Northview	
Jennifer Williams	JV Jazz Band	Ankeny High	For the 22-23 School Year only due to increase student participation

Resignations - Extra-Curricular

Employee	Position	Location	Notes

SY 23-24

Resignations - Extra-Curricular

Employee	Position	Location	Notes

Resignations - Certified

Employee	Position	Location	Notes
Kristen Dahl	6th/7th Grade Spanish Teacher	Parkview Middle School	Early Incentive Resignation
Ann Flatness	8th/9th Math/Success Center Teacher	Southview Middle School	Early Incentive Retirement
Amy Skarin	Kindergarten Teacher	Southeast Elementary	Early Incentive Retirement
Nina Kyler	Family Consumer Science	Centennial High	Early Incentive Resignation



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Out-of-State Travel Request

Extended Information: • French Exchange Program March 6-16, 2024

ATTACHMENTS:

File Name	Description	Type	Upload Date
French Exchange school board letter 23-34.pdf	French Exchange	Support Document	11/18/2022

Date: November 16, 2022

To: Dr. Erick Pruitt and ACSD Board of Education
From: Tammy Simms and Angela Worley Petersen
Re: French Exchange Trip 2023-2024

We would like to respectfully request permission from the Ankeny School Board to continue the French Exchange Program in 2023-2024. This is a two-part exchange, with 7 days of hosting and 10 days of travel for high school students from both Saint-Quentin, France and Ankeny, Iowa. For many students this is one of their most memorable high school experiences which gives them real-world application and expands their global education.

Tammy Simms and Angela Worley Petersen, French teachers at ACHS and AHS, will chaperone up to 24 students during Spring Break 2024 on the French Exchange Trip program. The trip would begin the Wednesday prior to break and the dates would be approximately March 6-16, 2024. During this portion of the exchange students and teachers will participate in a homestay with families from our host school, attend classes at the school, and engage in a variety of cultural experiences. Students fund their own trip, with opportunities for fundraising ahead of time. Our colleagues in France are Yasmine Alloui and Pierre-Alex Thomas at the Lycée Pierre de la Ramée school in Saint-Quentin.

We will welcome the same group of French students and teachers to Ankeny for approximately one week in October 2023. As is culturally appropriate, Tammy Simms and Angela Worley Petersen will host the two teachers in their homes. In order to provide a welcoming experience for our guests, we would like to request permission to use \$600 from our accounts to cover costs such as gifts and meals in order to reciprocate the experience that's provided for us when we visit France.

We appreciate your support as we continue to provide our students with relevant global real-life experiences directly linked to our French standards and benchmarks. Thank you very much for your time, consideration, and the continuation of this global opportunity. Please let us know what date we will be on the school board agenda.

Tammy Simms
Spanish/French Teacher
Exchange Coordinator
Ankeny Centennial High School

Angela Worley Petersen
French Teacher
Exchange Coordinator
Ankeny High School

cc: Dr. Jill Urich and Dr. Daniel Johnson



ANKENY COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Contracts and Agreements

Extended Information: NEW

- PowerSchool - Spark Hire - January 1, 2023 - December 31, 2023 for \$13,058.33
- Professional Services Agreements - Musical Services - Festival of Choirs - December 8-11, 2022
 - Leah Kolner - Concertmaster - \$800.00; Cristina Deeds - \$325.00; Sarah Van Dusen - \$325.00; Craig Swartz - \$325.00; Dan Hartzler - \$325.00; Justin Williams - \$325.00; Crystal Rumbaugh - \$325.00; Gretchen Theesfield - \$325.00; Marie Eikenberry - \$325.00; Laura McNulty - \$325.00; Ben Holthaus - \$325.00; Sharon Stilwell - \$325.00; James Garcia - \$325.00; Steve Charlson - \$325.00; Elizabeth Buxton - \$325.00; Adalyn Sidon - \$175.00; Becca Vieker - \$325.00; Anjali Tripathy - \$175.00; Dana Slotter - \$325.00; Abby Johnson - \$175.00; Brooke Carter - \$325.00; Lily Nelson - \$175.00
- Lexi Robson - Professional Services Agreement - Choreography for CHS Show Choir - August 1, 2022 - January 31, 2023 for \$11,350.45
- Braxton Carr - Professional Services Agreement - Choreography for CHS Show Choir - August 1, 2022 - January 31, 2023 for \$9,178.56
- SLM Holdings Corp dba Primrose School Of Ankeny at Prairie Trail - Professional Services Agreement - BEYOND work experience - November 29, 2022 - November 28, 2023 - No Cost
- Munroe-Meyer Institution - December 5-8, 2022 - \$109.62/hr and \$.34/mile
- Lisa Even - Even Connection LLC - Rising Tides Conference for Orbis Students on December 9, 2022 - No Cost
- MidAmerican Energy - Easement - 1702 NW Abbie Drive, Ankeny, IA
- Karen O'Loughlin - Professional Services Agreement - KO Consulting - August 23, 2022 - June 30, 2023 for \$71/hr
- Nicholas Harrison - Professional Services Agreement - Swimming Timer - August 22, 2022 - February 10th, 2023 for \$440.00

RENEWAL

- Heartland Business Systems - Smartnet Renewal - December 10, 2022 - December 9, 2023 - \$55,476.28
- Gallagher Benefit Services, Inc - July 1, 2022 - July 1, 2023 for \$60,000/yr

AMENDMENT

- Qualtrics Addendum - December 27, 2022
- Jennifer Petsche - Professional Service Agreement - Chose Show Choir Choreography - Extended through January 2, 2023 for \$3,500.00
- Landin (Davis) Churchman - Professional Services Agreement - Show Choir Choreographer - August 11, 2022 - January 2, 2023 for \$3,500.00
- Per Mar Security Services Addendum - November 28, 2022 - \$50.00/Month
- MOU Ankeny Education Association - Quiz Bowl Sponsor - December 5, 2022- June 30, 2023
- MOU Ankeny Education Association - Schedule D Payments - December 5, 2022 - June 30, 2023

OTHER

- Ballard Community School District Inter-Agency for Special Education Program 2022-2023 School Year - (3)
- Sioux City Community School District - Contracted Service for Regular Education - 2022-2023 School Year - (1)
- Ankeny Community School District - Inter Agency Contract for Special Education Transportation Services - 2022-23 School Year - (1)

Superintendent's Recommendation: Approve and accept the contracts and agreements as presented.

Summary:

PowerSchool - Spark Hire - This is one way interviewing to help hiring managers with the hiring process.

Per Mar Security Services - Fire Alarm Monitoring at Admin Building due to remodel and no longer connected to Neveln.

Qualtrics - This is an addendum to an existing contract for Qualtrics. This software is used in multiple district data gathering and reporting functions.

Primrose School of Ankeny at Prairie Trail - BEYOND student work Experience to increase exposure to careers in interest areas, increase workplace readiness skills and how it aligns to a students post-secondary vision.

Munroe-Meyer - This contract is for consultative services to support the transition for a special education student from a hospitalized behavioral setting to Ankeny Schools. This student has a very individualized and intensive plan. The current team at Munroe-Meyer have graciously agreed to support in the training, feedback and rapport building with Ankeny staff.

KO Consulting - Karen is working as a consultant for the district, assisting with our computer science curriculum review. She is a retired computer science teacher from Ankeny Schools. Karen will not be working with students.

Fiscal Impact:

ATTACHMENTS:

File Name	Description	Type	Upload Date
PowerSchool SparkHire Quote for Ankeny 11.7.22.pdf	PowerSchool - Spark Hire	Support Document	11/8/2022
Abby Johnson Cello Redacted.pdf	Abby Johnson - PSA	Support Document	11/30/2022
Adalyn Sidon Viola Redacted.pdf	Adalyn Sidon - PSA	Support Document	11/30/2022
Anjali Tripathy Violin II Redacted.pdf	Anjali Tripathy - PSA	Support Document	11/30/2022
Becca Vieker Viola Redacted.pdf	Becca Vieker - PSA	Support Document	11/30/2022
Ben Holthaus Oboe I Redacted.pdf	Ben Holthaus - PSA	Support Document	11/30/2022
Brooke Carter Clarinet II Redacted.pdf	Brooke Carter - PSA	Support Document	11/30/2022
Craig Swartz Trumpet I Redacted.pdf	Craig Swartz - PSA	Support Document	11/30/2022
Cristina Deeds Horn I Redacted.pdf	Cristina Deeds - PSA	Support Document	11/30/2022
Crystal Rumbaugh Trombone II Redacted.pdf	Crystal Rumbaugh - PSA	Support Document	11/30/2022
Dan Hartzler Trumpet II Redacted.pdf	Dan Hartzler - PSA	Support Document	11/30/2022
Dana Slotter Clarinet I Redacted.pdf	Dana Slotter - PSA	Support Document	11/30/2022
Elizabeth Buxton Cello Redacted.pdf	Elizabeth Buxton - PSA	Support Document	11/30/2022
Gretchen Theesfield Violin II Redacted.pdf	Gretchen Theesfield - PSA	Support Document	11/30/2022
James Garcia Flute I Redacted.pdf	James Garcia - PSA	Support Document	11/30/2022
Justin Williams Trombone I Redacted.pdf	Justin Williams - PSA	Support Document	11/30/2022
Laura McNulty Oboe II Redacted.pdf	Laura McNulty - PSA	Support Document	11/30/2022
Leah Kolner Concertmaster Redacted.pdf	Leah Kolner - PSA	Support Document	11/30/2022
Lily Nelson Violin I Redacted.pdf	Lily Nelson - PSA	Support Document	11/30/2022
Marie Eikenberry Bassoon Redacted.pdf	Marie Eikenberry - PSA	Support Document	11/30/2022
Sarah Van Dusen Horn II Redacted.pdf	Sarah Van Dusen - PSA	Support Document	11/30/2022
Sharon Stilwell Flute II Redacted.pdf	Sharon Stilwell - PSA	Support Document	11/30/2022
Steven Charlson Bass Redacted.pdf	Steve Charlson - PSA	Support Document	11/30/2022
Lexi Robson PSA Contract.pdf	Lexi Robson Professional Services Agreement	Support Document	11/29/2022
Braxton Carr PSA Contract.pdf	Braxton Carr - Professional Services Agreement	Support Document	11/29/2022
Primrose Worksite Agreement.pdf	Primrose Daycare - Work Experience	Support Document	11/29/2022
Munroe- Meyer contract 22-23 Redacted.pdf	Munroe-Meyer	Support Document	12/1/2022
Lisa Even No Cost Partnership Agreement.v1.pdf	Lisa Even - Even Connection LLC	Support Document	12/1/2022
MidAmerican Energy - Ankeny Community School District Easement Exhibit A B.pdf	MidAmerican Energy - Easement - NW Abbie Dr	Support Document	12/1/2022
KO Consulting - signed.pdf	Karen O'Loughlin - KO Consulting - PSA	Support Document	12/1/2022
Nick Harrison - PSA.pdf	Nicholas Harrison - PSA	Support Document	12/2/2022
Heartland Business Systems.pdf	Heartland Business Systems - Smartnet Renewal	Support Document	11/29/2022
Gallagher Benefit Services Inc. - Consulting Services Agreement - GBS ACSD.pdf	Gallagher Benefit Services Inc	Support Document	12/2/2022
Qualtrics Agreement - Standard Contractual Clauses.pdf	Qualtrics	Support Document	11/28/2022

Jennifer Petsche Chaos Contract 2022-2023.pdf	Jennifer Petsche - Professional Service Agreement	Support Document	11/28/2022
Davis Churchman Professional Services Agreement 2022-2023.pdf	Landin (Davis) Churchman - PSA	Support Document	11/30/2022
Per Mar Security Services - Ankeny Schools - Admin Fire Alarm.pdf	Per Mar Security Services Addendum	Support Document	11/29/2022
Quiz Bowl Sponsor MOU.pdf	Quiz Bowl Sponsor MOU	Support Document	12/2/2022
Schedule D Payment MOU.pdf	Schedule D Payment MOU	Support Document	12/2/2022
Ballard Community School District -Inter-Agency Special Education - 2022-23 Redacted.pdf	Ballard Community School District Inter-Agency Contract	Support Document	11/29/2022
Sioux City CSD - Contracted Services for Regular Education - 2022-23 Redacted.pdf	Sioux City CSD - Contracted Services for Regular Education - 2022-23	Support Document	11/30/2022



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-717982 - 1
 Quote Expiration Date: 20-DEC-2022

Sales Quote - This Is Not An Invoice

Prepared By:	Ben Davis	Customer Contact:	Michelle Allen
Customer Name:	Ankeny Community School District	Title:	HR Manager for Strategic Staffing
Enrollment:	12,700	Address:	306 SW School St
Contract Term:	48 Months	City:	Ankeny
Start Date:	1-JAN-2023	State/Province:	Iowa
End Date:	31-DEC-2026	Zip Code:	50021
		Phone #:	(515) 965-9600

Product Description	Quantity	Unit	Extended Price
---------------------	----------	------	----------------

Initial Term 1-JAN-2023 - 31-DEC-2023			
License and Subscription Fees			
UT Applicant Tracking Integration SparkHire	1.00	Each	USD 1,575.00
Unified Talent Sparkhire Video Interviewing	12,700.00	Students	USD 10,000.00
UT Applicant Tracking One Time Discount	1.00	Each	USD -1,666.67
License and Subscription Totals:			USD 9,908.33

Professional Services and Setup Fees	Quantity	Unit	Extended Price
--------------------------------------	----------	------	----------------

PowerSchool Suite Implementation Services	1.00	Each	USD 3,150.00
Professional Services and Setup Fee Totals:			USD 3,150.00

PowerSchool Suite Implementation Services Contains: UT Applicant Tracking Integration Setup (1 Each), Unified Talent Sparkhire Integration (1 Each)

Quote Total

Total Discount	USD 1,826.67
Initial Term	1-JAN-2023 - 31-DEC-2023
Amount To Be Invoiced	USD 13,058.33

Annual Ongoing Fees as of 1-JAN-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

UT Applicant Tracking Integration SparkHire	1.00	Each	USD 1,575.00
Unified Talent Sparkhire Video Interviewing	12,700.00	Students	USD 10,000.00
Annual Ongoing Fees Total:			USD 11,575.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the

date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:

Ankeny Community School District
Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 7-NOV-2022

Date:

*****Sales Quote - This Is Not an Invoice*****

A1

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with A1 Abby Johnson ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of ^{AZ} \$175 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

(A3)

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

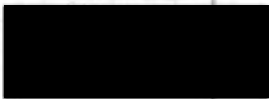
By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign
→

(A3)

By: Abigail Johnson



Date: 11/18/2022

Type text here

AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI **Adalyn Sidon** ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of ^{AZ} \$175 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

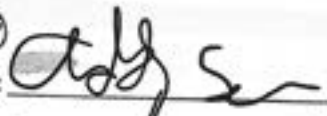
In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

sign →

(A3) By: 

Date: Nov. 21, 2022



Type text here

AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI **Anjali Tripathy** ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

AZ

- A. District shall pay Vendor a total of ~~_____~~ **\$175** to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____

Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

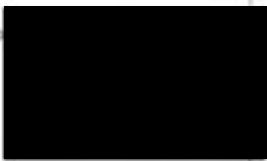
Sign →

A3

By: Anjali Tripathy

Anjali Tripathy

address →



Type text here

Date: 11/19/22

(AI)

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with (AI) **Becca Vieker** ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of A2 \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign →

(A3)
By: RW
[Redacted Signature]

Date: 11/21/22

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with ^(Al) Ben Holthaus ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

AZ

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

For: Leah

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign →

(A3)
By: Sevin P. Hoffhaus

Date: 11-19, 2022

[Redacted Signature]

[Redacted Signature]

(A1)

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with (A1) **Brooke Carter** ("Vendor") to provide **Musical Services - Festival of Choirs** to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of ^{A2} \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

sign →

(A3)
By: Birch Center

Date: 11/22/22



AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI Craig Swartz ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

A2

- A. District shall pay Vendor a total of ~~_____~~ **\$325** to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance.
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign →

(A3) _____
By: *Cory L. Dwyer*



Date: 11/18/22

AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI Cristina Deeds ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

A2

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

sign →

(A3) 
By: _____

Date: 11-17-2022



AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI Crystal Rumbaugh ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance.
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

sign →

(A3) By: 



Date: 11/21/22

A1

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with A1 Dan Hartzler ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

A2

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the terms covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: Ryan Welden
President, Board of Education
Ankeny Community School District
506 SW School Street
Ankeny, Iowa 50021

Date: _____

Sign → ⁽¹³⁾ By: Daniel Hayden


Date: 11/18/22

AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI Dana Sloter ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

AZ

- A. District shall pay Vendor a total of ~~_____~~ \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

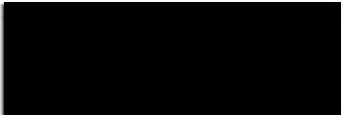
By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign →

(A3)
By: Anna Molton

Date: 11/20/22



AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI Elizabeth Buxton ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

AZ

- A. District shall pay Vendor a total of ~~_____~~ **\$325** to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign →

(A3)
By: Elizabeth Swinton



Date: 11/18/22

AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI **Gretchen Theesfield** ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of ^{AZ} \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____

Date: _____

Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

sign →

(A3)

By: _____

Hatcher Sheffield

Date: _____

11/19/22



AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with ^(AI) James Garcia ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

AZ

- A. District shall pay Vendor a total of **\$325** to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

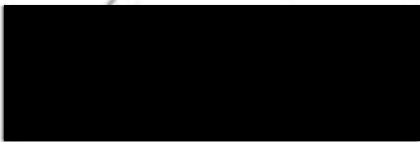
In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign →

(A3) _____
By: _____


Date: 11-17-2022

A1

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with A1 Justin Williams ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

A2

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

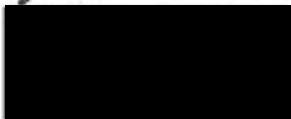
In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

sign →

(A3) _____
By: _____


Date: 11.20.2022

AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI **Laura McNulty** ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

A2

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

AS

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

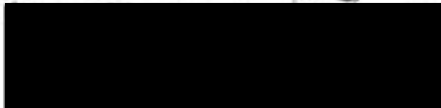
By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

sign →

(AS) _____
By: *Janice McNeil*

Date: 11/21/2022



1

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with ^(A) Leah Kolner ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of ^{AZ} \$800 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

(A3)
By: _____


Date: 11.16.2022

A1

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with A1 Lily Nelson ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of ^{AZ} \$175 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

(A3)

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign

(A3)

By: *Ryan Weldon*

Date: 11/21/22



AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI Marie Eikenberry ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

A2

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

A2

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance.
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

Sign →

(A3) By: *Marie Ekenberry*
[Redacted Signature]

Date: 11-20-2022

5

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with ^(A) Sarah Van Dusen ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

AZ

- A. District shall pay Vendor a total of ~~_____~~ \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____

Date: _____

Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Sign →

A3

By: Jessie Van Dusen

Date: 11/21/22



AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI Sharon Stilwell ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

AZ

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____

Date: _____

Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

sign →

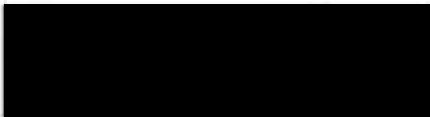
A3

By:

Janet E. Stowell

Date:

11/17/2022



AI

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with AI Steve Charlson ("Vendor") to provide Musical Services - Festival of Choirs to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide 3 days
Centennial Festival of Choirs (Dec 8 - Rehearsal Dec 10-11 - Performances)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

AZ

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8 Dec 2022 and shall continue in effect through 11 Dec 2022 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

AZ

- A. District shall pay Vendor a total of \$325 to complete the work outlined in the Scope of Services. Said payment shall be paid following 12/11/2022 performance
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

A3

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

sign →

(A3)
By: Steven E. Chudson



Date: 11/16/22

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT (“District”), an Iowa public school district, intends to contract with Lexi Robson (“Vendor”) to provide Choreography to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement (“Agreement”) and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide choreography for the competition shows for both Eternal Rush and Spectrum, including creating visuals and teaching them to students at fall choreography camp.

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on ^{August 1, 2022} and shall continue in effect through ^{January 31, 2023} unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of \$11,350.45 to complete the work outlined in the Scope of Services. Said payment shall be paid as soon as possible.
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

- C. District shall render payment to Vendor via check within 30 days of receipt of said invoice.

VI. BACKGROUND CHECKS

- A. Vendor shall ensure that any and all of its employees and/or agents who are present on District property and/or who interact in-person and/or virtually with District students, staff, and/or other identified stakeholders complete and pass an industry-standard criminal history background check and all sound screening practices, including but not limited to legally-required Sex Offender Registry Certificate of Compliance, prior to the start date. Vendor agrees to work with the District's Business Office on completion of the above.
- B. The cost of background check(s) required under this Agreement will be borne by District.
- C. Unsatisfactory results of the background check(s) may result in Vendor's, its agent(s'), and/or its employee(s') disqualification from performance of services under this Agreement and/or immediate termination of this Agreement. District shall have sole discretion to determine if the results from the background check(s) meet District standards.

VII. CONFIDENTIALITY

- A. In the performance of services under this Agreement, Vendor, its employees, and/or its agents may have access to and/or receive and/or be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence.
- B. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly, for any reason whatsoever, disclose and/or use any such confidential material until such material ceases, through no fault whatsoever of Vendor, to be confidential because it has become public knowledge or part of the public domain.
- C. Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material not previously delivered that may be and/or at any previous time(s) have been in Vendor's possession and/or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.
- D. Vendor shall limit its employees' and/or agents' access to students' educational records to those persons for whom access is essential to the performance of services carried out under the Agreement. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

VIII. INTELLECTUAL PROPERTY

- A. District shall own all rights, titles, and interests, including all related Intellectual Property

Rights, in and to work product, including any suggestions, ideas, enhancement requests, feedback, recommendations and/or other information provided by Vendor and/or any other party relating to the services covered by this agreement.

- B. District name and logo(s) are trademarks of District, and no right or license is granted to Vendor use them other than in the provision of services for District under the terms of this Agreement.

IX. INSURANCE

- A. No workers' compensation insurance and/or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by District on account of Vendor.
- B. Vendor shall maintain insurance and practices in alignment with *Appendix A: Vendor's Minimum Insurance Requirements*. Upon request of District, Vendor shall provide proof of said insurance coverage.

X. INDEMNIFICATION

- A. Vendor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and/or expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Vendor or as a result of failure to pay any employment or income taxes arising out of Vendor's performance of Services for the District.

XI. AMENDMENTS

- A. This Agreement may only be supplemented, amended or revised in writing by mutual agreement of the parties.

XII. GOVERNING LAW

- A. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

XIII. SEVERABILITY

- A. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

XIV. ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

By: 

Lexi Robson

Date: 11/16/2022

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**APPENDIX A:
Vendor's Minimum Insurance Requirements**

A. The Vendor shall purchase and maintain such insurance as will protect the Vendor from claims set forth below which may arise out of, or result from the Vendor's operations under the contract, whether such operation be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Vendor shall be written as follows:

1. Workers' Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below;

- a. Iowa Benefits- Statutory
- b. Employers Liability
 - Bodily Injury by Accident \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Employee

The Workers' Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. Commercial General Liability Insurance combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Limit	\$ 100,000
Medical Expense Limit	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
- b. Personal and Advertising Injury
- c. Operations by independent contractors.
- d. Contractual Liability coverage
- e. Coverage for property damage underground or damage by explosion or collapse (XCU).

3. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident. Insurance must include Contractual Liability.

4. Umbrella/Excess Liability Insurance combined single limit for bodily injury, property damage and personal injury excess primary liability limits: \$1,000,000. The required Liability limits outlined within may be met with any combination of underlying and umbrella/excess policy limits.

5. Additional Insured the Vendor will include the School as additional Insured on all policies except Workers' Compensation as respects all work performed. The additional insured coverage

shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.

6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
7. **Government Immunity** The following clauses will be added to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Vendor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Vendor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder's Risk policy or covered under the District's permanent property insurance.
10. **Professional Insurance** If the Vendor is required to furnish professional services as part of the Work, the Vendor shall purchase Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
11. **Pollution Insurance** If the work involves the transport, dissemination, use or release of pollutants, the Vendor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

12. Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
13. **Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Vendor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT (“District”), an Iowa public school district, intends to contract with Braxton Carr (“Vendor”) to provide Choreography to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement (“Agreement”) and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide choreography for the competition shows for both Eternal Rush and Spectrum, including creating visuals and teaching them to students at fall choreography camp.

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on ^{August 1, 2022} and shall continue in effect through ^{January 31, 2023} unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of \$9,178.56 to complete the work outlined in the Scope of Services. Said payment shall be paid as soon as possible.
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

- C. District shall render payment to Vendor via check within 30 days of receipt of said invoice.

VI. BACKGROUND CHECKS

- A. Vendor shall ensure that any and all of its employees and/or agents who are present on District property and/or who interact in-person and/or virtually with District students, staff, and/or other identified stakeholders complete and pass an industry-standard criminal history background check and all sound screening practices, including but not limited to legally-required Sex Offender Registry Certificate of Compliance, prior to the start date. Vendor agrees to work with the District's Business Office on completion of the above.
- B. The cost of background check(s) required under this Agreement will be borne by District.
- C. Unsatisfactory results of the background check(s) may result in Vendor's, its agent(s'), and/or its employee(s') disqualification from performance of services under this Agreement and/or immediate termination of this Agreement. District shall have sole discretion to determine if the results from the background check(s) meet District standards.

VII. CONFIDENTIALITY

- A. In the performance of services under this Agreement, Vendor, its employees, and/or its agents may have access to and/or receive and/or be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence.
- B. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly, for any reason whatsoever, disclose and/or use any such confidential material until such material ceases, through no fault whatsoever of Vendor, to be confidential because it has become public knowledge or part of the public domain.
- C. Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material not previously delivered that may be and/or at any previous time(s) have been in Vendor's possession and/or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.
- D. Vendor shall limit its employees' and/or agents' access to students' educational records to those persons for whom access is essential to the performance of services carried out under the Agreement. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

VIII. INTELLECTUAL PROPERTY

- A. District shall own all rights, titles, and interests, including all related Intellectual Property

Rights, in and to work product, including any suggestions, ideas, enhancement requests, feedback, recommendations and/or other information provided by Vendor and/or any other party relating to the services covered by this agreement.

- B. District name and logo(s) are trademarks of District, and no right or license is granted to Vendor use them other than in the provision of services for District under the terms of this Agreement.

IX. INSURANCE

- A. No workers' compensation insurance and/or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by District on account of Vendor.
- B. Vendor shall maintain insurance and practices in alignment with *Appendix A: Vendor's Minimum Insurance Requirements*. Upon request of District, Vendor shall provide proof of said insurance coverage.

X. INDEMNIFICATION

- A. Vendor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and/or expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Vendor or as a result of failure to pay any employment or income taxes arising out of Vendor's performance of Services for the District.

XI. AMENDMENTS

- A. This Agreement may only be supplemented, amended or revised in writing by mutual agreement of the parties.

XII. GOVERNING LAW

- A. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

XIII. SEVERABILITY

- A. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

XIV. ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

By: 

Braxton Carr

Date: 11/21/22

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shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.

6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
7. **Government Immunity** The following clauses will be added to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Vendor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Vendor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder's Risk policy or covered under the District's permanent property insurance.
10. **Professional Insurance** If the Vendor is required to furnish professional services as part of the Work, the Vendor shall purchase Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
11. **Pollution Insurance** If the work involves the transport, dissemination, use or release of pollutants, the Vendor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

12. Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

13. **Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Vendor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

**EDUCATION AGREEMENT BETWEEN
SLM Holdings Corp DBA Primrose School of Ankeny at Prairie Trail
AND
ANKENY COMMUNITY SCHOOL DISTRICT**

The Education Agreement (“Agreement”) is entered into between SLM Holdings Corp DBA Primrose School of Ankeny at Prairie Trail (“Company”) and Ankeny Community School District (“District”) effective as of November 29, 2022

RECITALS

1. Company is a Daycare located in Ankeny, Polk County, Iowa
2. Company has an interest in supporting educational programs for the development of professionals in its field and has agreed to provide administrative staff and facilities for the on-site learning and development of District students (“Students”).
3. District, in its educational program for the development of career-readiness skills, has the responsibility of providing educational opportunities for Students enrolled in the Secondary & BEYOND Program(s) (“Program”) who require site-based learning experience in order to complete the Program.
4. The parties desire to enter into this Agreement to set forth the terms and conditions under which each party and Student(s) shall conduct themselves in order to provide appropriate experiences for Students at Company.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. SCOPE OF SITE-BASED LEARNING ASSIGNMENT

1. Scope of Assignment. Student(s) engaged in site-based learning for Company shall perform assignment(s) as described herein (“Assignment”): EX: Cleaning, serving food, interacting with small children (ex: reading books, engaging in activities, playing games, interacting on the playground).
2. Duration of Assignment. Unless otherwise agreed to in writing by the Parties, the Student assignments covered by this Agreement shall be completed during one academic semester.

B. RESPONSIBILITIES AND DUTIES OF DISTRICT

1. Placement of Students. District shall initiate communication with Company to identify site-based learning opportunities. District and Company shall collaborate to identify the skills and competencies needed by Students for success in a site-based learning experience at Company. District shall provide to Company for the experience Students who, in District’s discretion, possess the mutually-identified skills and competencies.

2. Preparation and Supervision of Students. District shall provide necessary preparatory instruction and ongoing consultation and support to Students who engage in site-based learning to ensure proper application of principle and theory during the Program.
3. Policies and Procedures. District shall become reasonably familiar with Company, and with its policies, procedures and standards identified by Company as relevant for the site-based learning experience, including but not limited to the policy for dress and conduct so as to ensure it can reinforce same with Students engaged in site-based learning for Company.
4. Planning Program. District shall collaborate with Company to plan the Program, including but not limited to the schedule for site-based learning, the scope of learning to be accomplished in the site-based learning experiences, and the objectives related to Program participation.
5. Supervision and Evaluation of Students.
 - a. District shall designate an appropriate person who will serve as supervisor of the Student, in cooperation with the Company. District may provide Company with an opportunity to provide feedback on Student work.
 - b. District shall regularly monitor and evaluate the Program-related performance of each Student during the time of their participation in the Program.
 - c. District shall keep an accurate record of Student's attendance and shall notify Company of Student absence(s) as soon as practicable.
 - d. District, in its discretion and professional judgment and in alignment with its policies, shall remove from the Program any Student who demonstrates that they are not competent and/or qualified to participate in the Program. District shall solely be responsible for taking any necessary disciplinary action related to Student performance.
6. Modification of Assignments. District may at any time and in alignment with its policies and procedures end any Student's participation in the Program and/or change any Student's Program Assignment. District shall notify Company as soon as practicable should any such modification become necessary.
7. Notification to and Assurances from Students and Parents/Guardians. Prior to authorizing a Student to participate in the Program, District agrees to collect from Student's parent or legal guardian a signed consent form that includes but is not necessarily limited to Student's agreement to comply with Company's relevant policies, procedures and standards for conduct.
8. Insurance. District shall secure and maintain during the term of this Agreement comprehensive general and professional liability insurance and property damage insurance and shall ensure coverage applies to Students participating in the Program.

Upon request by Company, District shall provide a certificate of insurance evidencing such coverage.

C. RESPONSIBILITIES AND DUTIES OF COMPANY

1. Duty to Company's Clients and/or Customers. Company shall retain responsibility for the quality and provision of services to Company's clients and/or customers. Company shall retain ultimate administrative authority consistent with the established policies of the Company for all Student activities which influence the operation of the Company and the direct or indirect care of Company's customers and/or clients.
2. Provision of Learning Experiences. Company, through its designated employees, shall serve as a resource to which Students may be assigned for education. Company shall designate a representative who will cooperate with District in planning and managing implementation of the relevant Assignment(s) and shall identify appropriate staff to support with implementation of site-based learning experiences for Students in the Company facilit(ies) where learning will occur.
3. Orientation and Training. Company shall provide relevant orientation to Students related to Company's policies, procedures, and rules of conduct, and expectations for attire when present at the site-based learning location. Company may, when required by law and/or internal Company policy, also require Students to attend additional training. Company shall notify District as soon as practicable of any orientation and/or training requirements not explicitly set forth in the terms of this Agreement.
4. Supervision of Students. Company shall provide adequate and appropriate staff to supervise Students engaged in Assignments for the Program so as to create a safe and educational experience for Students. Company shall provide designated staff with information related to the Program, Student(s)' Assignments, and expectations for Student behavior while on Company property and shall establish and education staff about the parameters for appropriate interaction with Students while they are present under the terms of this Agreement. Company shall be solely responsible for failure to comply with this section and/or for any violations thereof by its employees, agents, and/or assignees.
5. Access to Company Facilities. Company, in its discretion, may determine what access Students may have to Company facilities. Company shall be solely responsible for the safety and security of the facilities accessed and/or capable of being accessed by Students.
6. Treatment of Illness/Injuries. If Student(s) sustain non-emergency injuries and/or become ill with a non-emergency illness while at Company for the Program, Company shall contact District representative to ensure appropriate next steps aligned with District policy. In emergency situations, Company shall contact appropriate first responders and notify the District as soon as practicable.
7. Work Product. Any work product created while under the supervision of the Company as part of the Program shall remain the property of the Company.
8. Right to Refuse. Company shall have the right to refuse the placement of any Student(s) unless such refusal is prohibited by law. Company shall be solely responsible for such decisions to refuse placement.

D. RELATIONSHIP BETWEEN THE PARTIES

1. Status and Authority of Students. Student Assignments shall be of an educational and training nature and shall not be construed as a substitute for the services of an employee of Company. However, Students shall not, by virtue of their participation in Program, be precluded from seeking employment with Company unrelated to their Assignment.
2. Wages and Benefits. Company shall not be required to pay wages to Students for activities in the Program at Company, nor shall it be required to pay any workers' compensation benefits for any injury sustained during a placement at Company. Company shall be solely responsible for ensuring compliance with this provision of the Agreement.
3. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, and/or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.
4. Assignment. The Parties acknowledge that the nature of the on-site learning experience is unique and personal to Students. As such, neither party may transfer, assign or otherwise convey its rights or obligations under this Agreement without the written consent of the other party. Any attempt to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be void. Subject to the provisions of this Section regarding assignment, the terms, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

E. TERM AND TERMINATION

1. Term. The Term of this Agreement shall be for one (1) year, commencing on November 29, 2022
2. Termination. The Agreement may be terminated by either party without cause by providing thirty (30) days' advance written notice of termination. This Agreement may be immediately terminated as necessary for the health or safety of Company's employees and/or Students. Company agrees that it will continue to work with District in a manner mutually agreeable to the parties regarding any Students who are participating in the Program at the time of the Agreement's termination. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement after providing 10 days' written notice to the breaching party if a cure is not effected within such 10-day notice period.

F. GENERAL PROVISIONS

1. Educational Records. Company shall limit its employees' and/or agents' access to Students' educational records to those persons for whom access is essential to the performance of services. Company shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

2. Indemnification. Company shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Company and/or by damages or injuries caused by Student(s) who are acting on behalf of the Company or who are acting with the actual or apparent authorization of the Company, are negligent, and cause injury to a person or property.

3. Media Release. Company authorizes and grants permission to District, as well as its agents, representatives, and others working under its authority, to take and use Company's photographed, video recorded, and/or live-streamed image, likeness, voice, and name for any and all purposes associated with Company's participation in Program, including marketing, commercial, or advertising purposes, and in any and all forms of media, without further consideration. Company understands and agrees that Company has no rights to any benefits derived from the use of such image, likeness, voice, or name.

4. Notice. Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section:

If to Company:

**SLM Holdings Corp
DBA Primrose School of
Ankeny at Prairie Trail
2620 SW Vintage Parkway
Ankeny, Iowa 50023**

If to District:

Ankeny
Community
School District
Attn: Erin
VanDorin
306 SW
School
Street
Ankeny,
Iowa 50023

5. Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and constitutes the entire agreement between the parties hereto. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

6. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

7. Headings for Convenience Only. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

8. Choice of Law. This Agreement shall be construed and governed under the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in the Iowa District Court in Polk County, or in the United State District Court for the Southern District of Iowa.
9. Severability. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.
10. Amendment. This Agreement may be amended only in writing signed by all parties hereto.
11. Authority to Enter into Agreement. Each Party represents and warrants to the other that it has the right, power and authority to enter into and perform its obligation under this Agreement. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal and binding obligation upon itself in accordance with its terms. All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

[Remainder of page intentionally left blank; signature page follows]

WHEREFORE, the parties have executed this Agreement as of the date first above listed.

SLM Holdings Corp
DBA Primrose School of Ankeny at Prairie Trail

By: Lyndi McVey

Name: **Lyndi McVey**

Title: **Owner**

ANKENY COMMUNITY SCHOOL
DISTRICT

By: _____

Name: _____

Title: President, Board of Education



November 29, 2022

Attention to: Ben Muller
AEA/ESU/School: Ankeny Community School District
Address: 306 SW School St.
City, State Zip: Ankeny, IA 50023
Email address: turich@denisoncsd.org

Student's Name: [Redacted]

Birth Date: [Redacted]

The above named child has been referred to the Munroe-Meyer Institute (MMI) for evaluation and/or services. Your agency has authorized the educationally related services, and has agreed to reimburse MMI for the services at the rates below:

- 0001 Program Supervision \$78.44/hr x ___ hrs
1002 Psychological Services \$137.41/hr x ___ hrs
2012 Consultant – Transition \$78.94/hr x ___ hrs
4006 Occupational Therapy Services \$91.73/hr x ___ hrs
4005 Physical Therapy Services \$101.02/hr x ___ hrs
4001 Speech Pathology Services \$99.19/hr x ___ hrs
4047 Recreational Therapy Tier III \$78.23/hr x ___ hrs
4021 Instruction BD/SLD (Sev Behav) \$240.29/hr x ___ hrs
4059 Instruction Preschool - Autism \$75.80/hr x ___ hrs
X 4201 Board Certified Behavior Analyst Tier I \$109.62/hr x 1 hrs
8001 Para-Professional \$27.04/hr x ___ hrs
4012 Instruction Transition \$75.80/hr x ___ hrs
4059 Instruction Preschool – Autism \$125.85/hr x ___ hrs
4056 Instruction School Age – Autism \$125.85/hr x ___ hrs
Other: _____ x ___ hrs
X Mileage billed at \$0.34 per mile (billed for school visits) x 1 miles

School /Representative requesting service: _____

Signature authorizing payment: _____

Effective rates as of 10/17/2022



No-Cost Services Agreement between the Ankeny Community School District and Lisa Even

This Agreement is effective upon full execution and is made between the Ankeny Community School District and Lisa Even.

1.0 IDENTITY OF PARTIES

- 1.1 Ankeny Community School District (“District”) is the issuing entity for this Agreement. The administrative office and address for correspondence related to this Agreement is: Ankeny Community School District, 306 SW School Street, Ankeny, Iowa 50023.
- 1.2 Lisa Even (“Service Provider”) is entering into this Agreement to provide the services as described in *Appendix A, Scope of Services* to the District.

2.0 TERM AND TERMINATION

- 2.1 The term of this Agreement shall be from the date of full execution by both parties through December 9, 2022 unless terminated earlier in accordance with this Agreement.
- 2.2 Either party may terminate this Agreement, without penalty and without incurring further obligation, upon ten (10) days written notice. Either party may terminate this Agreement with cause immediately.

3.0 TERMS OF SERVICES PROVIDED BY SERVICE PROVIDER

- 3.1 Service Provider will provide services as outlined in *Appendix A, Scope of Services*. Service provider will provide all supplies necessary to implementation of these services.
- 3.2 Notwithstanding anything in this Agreement to the contrary, Service Provider will be solely and exclusively responsible for providing the services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Service Provider.
- 3.3 Neither Service Provider nor any of its personnel shall be considered an employee of the District for any purpose. Neither party shall be considered an agent, master or servant of the other party for any purpose and neither has any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of the other.
- 3.4 Service Provider shall ensure all of its staff, agents, and/or assigns who may interact in-person with District students and/or staff to provide services pursuant to this Agreement complete safety and security checks as directed by District, which may include but are not limited to completion of the Sex Offender Registry Certificate of Compliance, prior to the first date of service. The cost of these security checks

will be borne by District. Results of the security check(s) may result in immediate exclusion of a volunteer and/or termination of this agreement.

- 3.5 Service Provider will require any of its employees, agents, and/or assigns directly interacting with District students and/or staff who are arrested to notify Service Provider within five (5) days of arrest. Service Provider will take action to temporarily remove the employee, agent, and/or assign from the team supporting the District until Service Provider receives notification of formal resolution of the arrest. If the arrest results in a conviction for a criminal offense, Service Provider will remove the individual from service with the District.
- 3.6 District shall in no way be responsible for the actions or omissions of Service Provider, its employees, agents, and/or assigns. Service Provider shall inform all persons using its services that Service Provider is a separate entity from the District and that the services being provided are separate from the educational program of the District.

4.0 CONFIDENTIALITY

- 4.1 Information about students and their families served by Service Provider that contains personally identifiable information is confidential in nature. Service Provider shall obtain a properly executed authorization and release prior to sharing information with the District or requesting educational records from the District. Other service-related data aggregated and/or with identifying information removed may be released as needed for compilation of data related to the Agreement. Service Provider shall not use confidential information for any purpose other than carrying out its obligations under this Agreement. Service Provider shall have established policies and procedures for safeguarding the confidentiality of such information.
- 4.2 Service Provider is solely responsible for maintaining all records of services provided under this Agreement. Service Provider will comply with all federal, state and local laws and regulations and District policies and rules applicable to performance of services and obligations under this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA), and their corresponding regulations, as applicable, and any other statutes or regulations governing privacy, security and confidentiality of student and/or health information.

5.0 INDEMNIFICATION

- 5.1 Service Provider will indemnify and hold harmless the District from and against any and all liabilities, losses, damages, costs or expenses (including but not limited to reasonable attorneys' fees, legal expenses, or amounts to be repaid from audits), incurred by the District as a result of a breach of the Agreement by Service Provider or any tortious, unlawful, or unauthorized acts or omissions by Service Provider related to this Agreement.

- 5.2 The District will indemnify and hold harmless Service Provider from and against any and all liabilities, losses, damages, costs or expenses (including but not limited to reasonable attorneys' fees, legal expenses, or amounts to be repaid from audits), incurred by Service Provider as a result of a breach of the Agreement by the District or any tortious, unlawful, or unauthorized acts or omissions by the District related to this Agreement.

6.0 INSURANCE

- 6.1 No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of Service Provider.
- 6.2 Service Provider shall maintain insurance and practices in alignment those shared by the District. Upon request of the District, Service Provider shall provide proof of said insurance coverage.

7.0 MISCELLANEOUS

- 7.1 **Assignment.** Service Provider acknowledges that Service Provider's services are unique and personal. Accordingly, Service Provider may not assign Service Provider's rights or delegate Service Provider's duties or obligations under this Agreement without the prior written consent of the District. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 7.2 **Amendments.** None of the terms or conditions of this Agreement shall be in any manner altered or modified except in writing and signed by both parties.
- 7.3 **Governing Law.** This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.
- 7.4 **Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.
- 7.5 **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

8.0 EXECUTION

- 8.1 In consideration of the mutual covenants set forth above, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

Ankeny Community School District

By: _____

Name: Ryan Weldon
Title: Board President
Date:

Lisa Even

By: Lisa Even

Name: Lisa Even
Title: Founder of Lisa Even
Date: 11/30/22

Appendix A

Scope of Services

Facilitate a Rising Tides Conference on December 9, 2022 for Orbis students in order to achieve the following:

- Expose students to community members (stories, advice, careers)
- Build connection and collaboration
- Facilitate a speed networking event, to showcase the power of networking

Prepared by and return to Eric Woosley Ph: 515-281-2914
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>115141 - 22</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2926570</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>17</u>	
		Township	<u>80</u>	North
		Range	<u>24</u>	West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **Ankeny Community School District**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Lot 65 in The Grove Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

EASEMENT AREA:

A PART OF LOT 65, THE GROVE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 10.00-FOOT-WIDE EASEMENT BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 65; THENCE SOUTH 00°24'06" WEST ALONG THE EASTERLY LINE OF SAID LOT 65, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°39'59" WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°24'06" EAST, 15.00 FEET; THENCE NORTH 89°39'59" WEST, 593.01 FEET; THENCE SOUTH 00°20'01" WEST, 321.00 FEET TO THE PONT OF TERMINUS AND CONTAINING 0.21 ACRES (9,290 SQUARE FEET). SAID EASEMENT AREA IS GENERALLY DEPICTED ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, except for the Hard Surfacing, as defined below. Grantee acknowledges that a portion of the Easement Area is now or may in the future be covered with concrete and/or asphalt curbing, driveway and other hard surfacing (hereinafter collectively referred to as the "Hard Surfacing"). Grantor shall maintain or construct any new Hard Surfacing only after providing Grantee with plans and specifications for Grantee's approval. Grantee shall grant its approval, which approval shall not be unreasonably withheld, conditioned or delayed, if it determines that the proposed construction or maintenance will not interfere with Grantee's enjoyment of its easement rights. For the avoidance of doubt, Grantor plans to construct Hard Surfacing as depicted in the attached Exhibit "B" and Grantee approves of the Hard Surfacing as depicted in Exhibit "B".

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal, including Hard Surfacing, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement, except approved Hard Surfacing including as depicted in the attached Exhibit "B"). The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

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

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to

EXHIBIT 'A' - EASEMENT PLAT

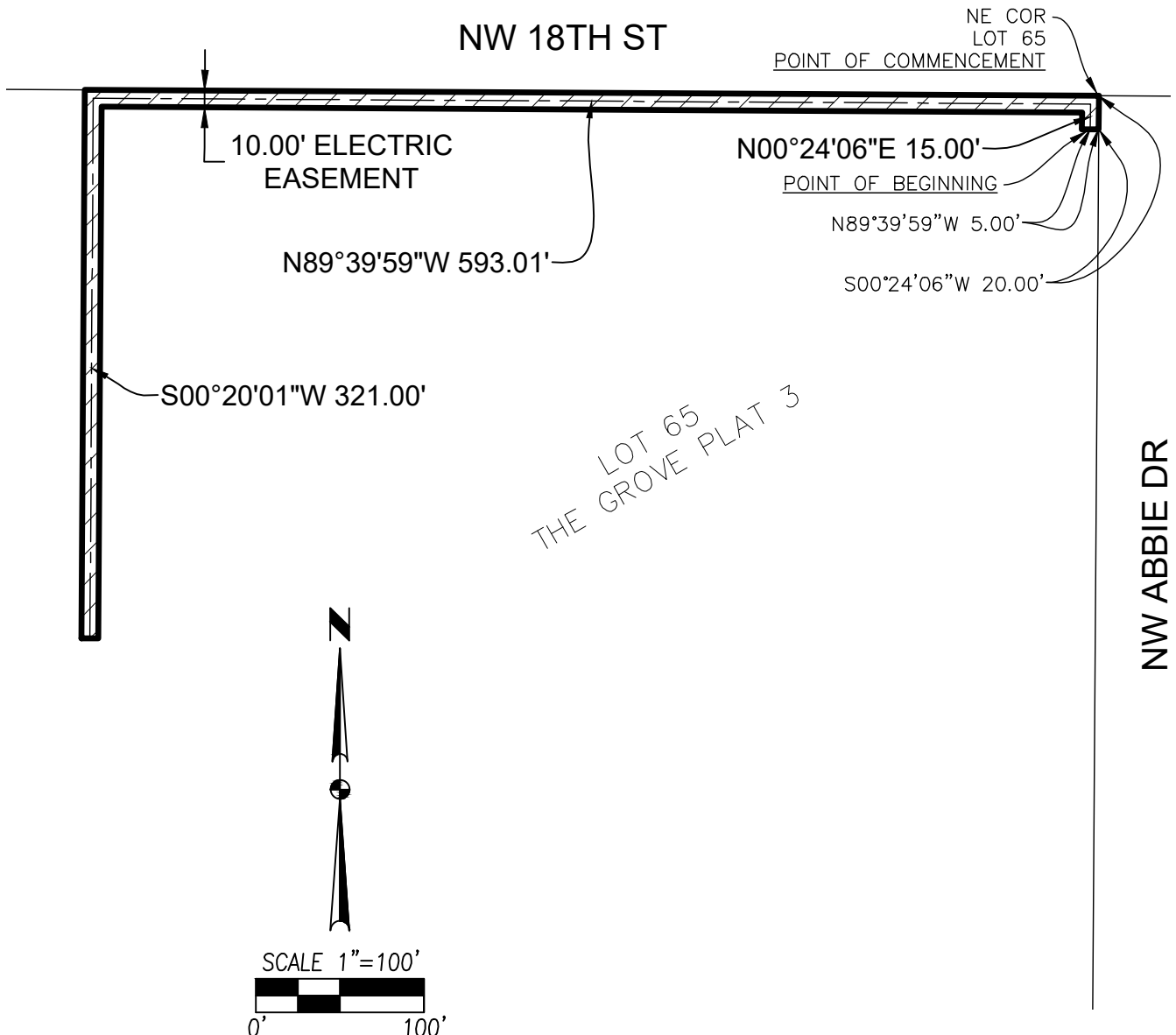
OWNER

ANKENY COMMUNITY SCHOOL DISTRICT
 306 SW SCHOOL ST
 ANKENY, IA 50023

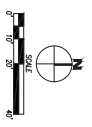
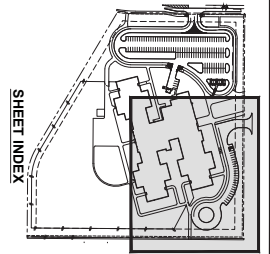
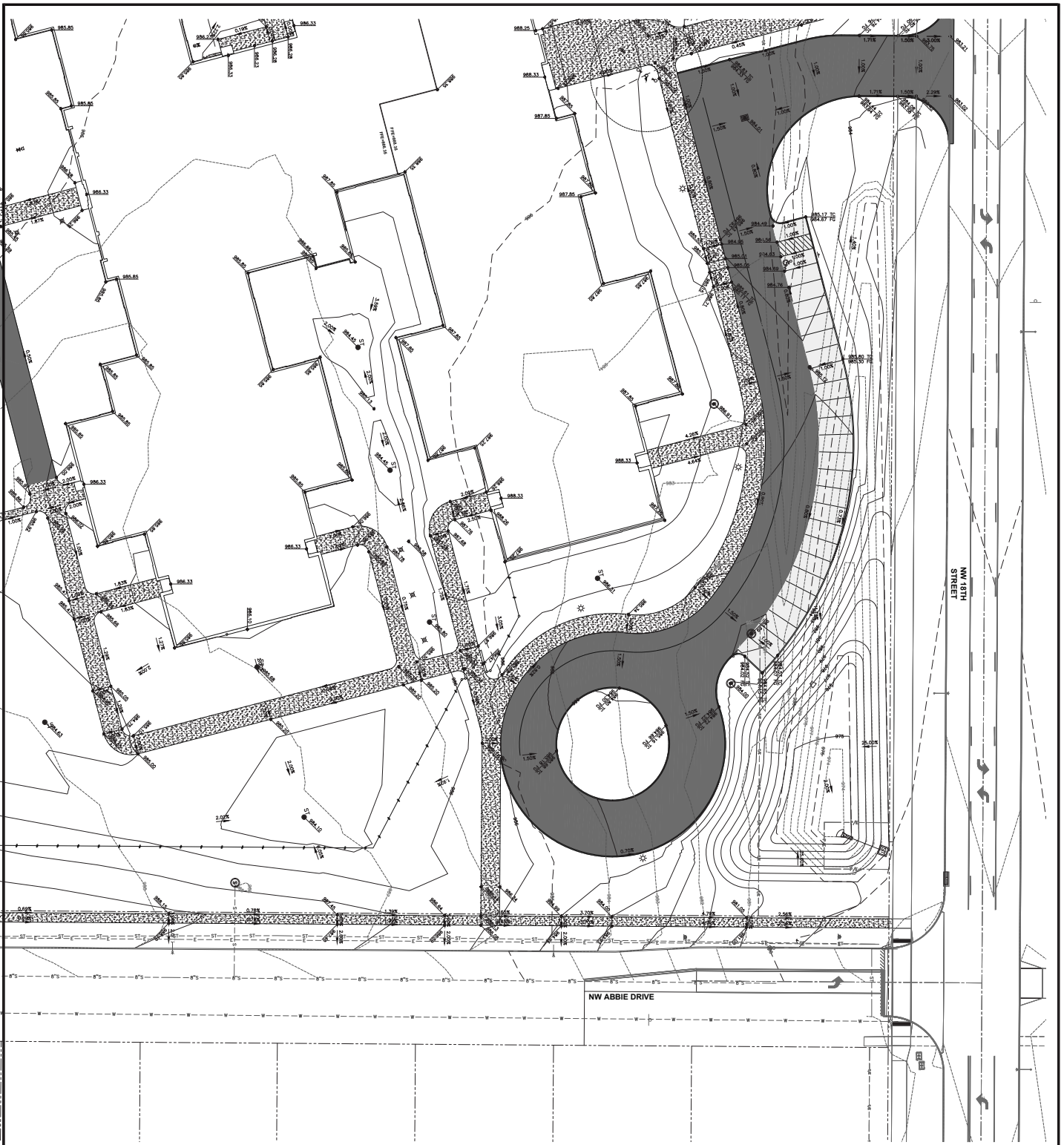
ELECTRIC EASEMENT DESCRIPTION

A PART OF LOT 65, THE GROVE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 10.00-FOOT-WIDE EASEMENT BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 65; THENCE SOUTH 00°24'06" WEST ALONG THE EASTERLY LINE OF SAID LOT 65, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°39'59" WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°24'06" EAST, 15.00 FEET; THENCE NORTH 89°39'59" WEST, 593.01 FEET; THENCE SOUTH 00°20'01" WEST, 321.00 FEET TO THE PONT OF TERMINUS AND CONTAINING 0.21 ACRES (9,290 SQUARE FEET).



FILE: H:\2021\2106491\DWG\2106491-ELECTRIC EASEMENT.DWG
 FILE DATE: 11/8/22 DATE PLOTTED: 11/8/2022 1:08 PM
 PLOTTED BY: CARTER YOUNGBLOOD:



10/12/2021 2:27:08 PM

DRAWING NO.: C3.3	DRAWING TITLE: DIMENSION PLAN
	PROJECT NO.: 1023H
DATE: NOVEMBER 2021	REVISIONS:

PROPOSED NEW
ANKENY ELEMENTARY SCHOOL # 12
 ANKENY COMMUNITY SCHOOL DISTRICT
 ANKENY, IOWA

EXHIBIT B

COPYRIGHT 2021 FREDERICK AMESY AND ASSOCIATES ARCHITECTS ENGINEERS P.C. THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF FREDERICK AMESY AND ASSOCIATES ARCHITECTS ENGINEERS P.C. UNAUTHORIZED COPYING OR DISSEMINATION OF CONSTRUCTION USE ARE PROHIBITED BY THE COPYRIGHT LAW.

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT (“District”), an Iowa public school district, intends to contract with KO Consulting (“Vendor”) to provide consulting services to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement (“Agreement”) and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide Curriculum work, computer science (secondary)

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 8-23-22 and shall continue in effect through 6-30-23 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of \$71/per hour to complete the work outlined in the Scope of Services. Said payment shall be paid \$71/per hour
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

- C. District shall render payment to Vendor via check within 30 days of receipt of said invoice.

VI. BACKGROUND CHECKS

- A. Vendor shall ensure that any and all of its employees and/or agents who are present on District property and/or who interact in-person and/or virtually with District students, staff, and/or other identified stakeholders complete and pass an industry-standard criminal history background check and all sound screening practices, including but not limited to legally-required Sex Offender Registry Certificate of Compliance, prior to the start date. Vendor agrees to work with the District's Business Office on completion of the above.
- B. The cost of background check(s) required under this Agreement will be borne by District.
- C. Unsatisfactory results of the background check(s) may result in Vendor's, its agent(s'), and/or its employee(s') disqualification from performance of services under this Agreement and/or immediate termination of this Agreement. District shall have sole discretion to determine if the results from the background check(s) meet District standards.

VII. CONFIDENTIALITY

- A. In the performance of services under this Agreement, Vendor, its employees, and/or its agents may have access to and/or receive and/or be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence.
- B. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly, for any reason whatsoever, disclose and/or use any such confidential material until such material ceases, through no fault whatsoever of Vendor, to be confidential because it has become public knowledge or part of the public domain.
- C. Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material not previously delivered that may be and/or at any previous time(s) have been in Vendor's possession and/or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.
- D. Vendor shall limit its employees' and/or agents' access to students' educational records to those persons for whom access is essential to the performance of services carried out under the Agreement. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

VIII. INTELLECTUAL PROPERTY

- A. District shall own all rights, titles, and interests, including all related Intellectual Property

Rights, in and to work product, including any suggestions, ideas, enhancement requests, feedback, recommendations and/or other information provided by Vendor and/or any other party relating to the services covered by this agreement.

- B. District name and logo(s) are trademarks of District, and no right or license is granted to Vendor use them other than in the provision of services for District under the terms of this Agreement.

IX. INSURANCE

- A. No workers' compensation insurance and/or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by District on account of Vendor.
- B. Vendor shall maintain insurance and practices in alignment with *Appendix A: Vendor's Minimum Insurance Requirements*. Upon request of District, Vendor shall provide proof of said insurance coverage.

X. INDEMNIFICATION

- A. Vendor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and/or expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Vendor or as a result of failure to pay any employment or income taxes arising out of Vendor's performance of Services for the District.

XI. AMENDMENTS

- A. This Agreement may only be supplemented, amended or revised in writing by mutual agreement of the parties.

XII. GOVERNING LAW

- A. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

XIII. SEVERABILITY

- A. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

XIV. ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

By: Karen M Lentz O'Loughlin
Karen M. Lentz O'Loughlin
KO Consulting

Date: 11/30/22

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**APPENDIX A:
Vendor's Minimum Insurance Requirements**

A. The Vendor shall purchase and maintain such insurance as will protect the Vendor from claims set forth below which may arise out of, or result from the Vendor's operations under the contract, whether such operation be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Vendor shall be written as follows:

1. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;

- a. Iowa Benefits- Statutory
- b. Employers Liability
 - Bodily Injury by Accident \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Employee

The Workers' Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Limit	\$ 100,000
Medical Expense Limit	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
 - b. Personal and Advertising Injury
 - c. Operations by independent contractors.
 - d. Contractual Liability coverage
 - e. Coverage for property damage underground or damage by explosion or collapse (XCU).
3. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident. Insurance must include Contractual Liability.
4. **Umbrella/Excess Liability Insurance** combined single limit for bodily injury, property damage and personal injury excess primary liability limits: \$1,000,000. The required Liability limits outlined within may be met with any combination of underlying and umbrella/excess policy limits.
5. **Additional Insured** the Vendor will include the School as additional Insured on all policies except Workers' Compensation as respects all work performed. The additional insured coverage

shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.

6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
7. **Government Immunity** The following clauses will be added to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Vendor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Vendor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder's Risk policy or covered under the District's permanent property insurance.
10. **Professional Insurance** If the Vendor is required to furnish professional services as part of the Work, the Vendor shall purchase Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
11. **Pollution Insurance** If the work involves the transport, dissemination, use or release of pollutants, the Vendor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

- 12.** Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
- 13. Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Vendor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with Nicholas Harrison ("Vendor") to provide Swimming Timing work to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide timing services
For the entire Girls and boys swimming seasons, August 22nd - February 10th

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on August 22nd and shall continue in effect through February 11t unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of 440 to complete the work outlined in the Scope of Services. Said payment shall be paid immediately
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

- C. District shall render payment to Vendor via check within 30 days of receipt of said invoice.

VI. BACKGROUND CHECKS

- A. Vendor shall ensure that any and all of its employees and/or agents who are present on District property and/or who interact in-person and/or virtually with District students, staff, and/or other identified stakeholders complete and pass an industry-standard criminal history background check and all sound screening practices, including but not limited to legally-required Sex Offender Registry Certificate of Compliance, prior to the start date. Vendor agrees to work with the District's Business Office on completion of the above.
- B. The cost of background check(s) required under this Agreement will be borne by District.
- C. Unsatisfactory results of the background check(s) may result in Vendor's, its agent(s'), and/or its employee(s') disqualification from performance of services under this Agreement and/or immediate termination of this Agreement. District shall have sole discretion to determine if the results from the background check(s) meet District standards.

VII. CONFIDENTIALITY

- A. In the performance of services under this Agreement, Vendor, its employees, and/or its agents may have access to and/or receive and/or be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence.
- B. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly, for any reason whatsoever, disclose and/or use any such confidential material until such material ceases, through no fault whatsoever of Vendor, to be confidential because it has become public knowledge or part of the public domain.
- C. Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material not previously delivered that may be and/or at any previous time(s) have been in Vendor's possession and/or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.
- D. Vendor shall limit its employees' and/or agents' access to students' educational records to those persons for whom access is essential to the performance of services carried out under the Agreement. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

VIII. INTELLECTUAL PROPERTY

- A. District shall own all rights, titles, and interests, including all related Intellectual Property

Rights, in and to work product, including any suggestions, ideas, enhancement requests, feedback, recommendations and/or other information provided by Vendor and/or any other party relating to the services covered by this agreement.

- B. District name and logo(s) are trademarks of District, and no right or license is granted to Vendor use them other than in the provision of services for District under the terms of this Agreement.

IX. INSURANCE

- A. No workers' compensation insurance and/or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by District on account of Vendor.
- B. Vendor shall maintain insurance and practices in alignment with *Appendix A: Vendor's Minimum Insurance Requirements*. Upon request of District, Vendor shall provide proof of said insurance coverage.

X. INDEMNIFICATION

- A. Vendor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and/or expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Vendor or as a result of failure to pay any employment or income taxes arising out of Vendor's performance of Services for the District.

XI. AMENDMENTS

- A. This Agreement may only be supplemented, amended or revised in writing by mutual agreement of the parties.

XII. GOVERNING LAW

- A. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

XIII. SEVERABILITY

- A. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

XIV. ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____

Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

By: 

Date: 11/30/2022

Smartnet Renewal

Quote #288062 v4

Prepared For:

Ankeny Community Schools

Paul Mahoney
306 SW School St.

P: (515) 965-9600

E: paul.mahoney@ankenyschools.org

Prepared By:

Des Moines Iowa Area Office

Polly Kraber
11259 NW Aurora Ave

P: (515)414-2809

E: pkraber@hbs.net

Date Issued:

11.14.2022

Expires:

12.01.2022

Smartnet

Product #	Description	Service SKU	Serial #	Instance #	Contract #	Service Level	EOS	Begin Date	End Date	Unit Price	Qty	Ext. Price
WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	CON-SNT-WSC3851X	FCW2047C1V1	5067904182	202899386	SNT	04/30/27	12/10/22	12/09/23	\$883.74	1	\$883.74
WS-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	CON-SW-WSC296XL	FOC2105S0PH	5089881458	202899386	SW	10/31/27	12/10/22	12/09/23	\$353.98	1	\$353.98
N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	CON-SNT-93180YCX	FDO22232TFH	5247894916	202945686	SNT	08/31/27	12/10/22	12/09/23	\$1,127.30	1	\$1,127.30
N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	CON-SNT-93180YCX	FDO22230TCG	5247894928	202945686	SNT	08/31/27	12/10/22	12/09/23	\$1,127.30	1	\$1,127.30
L-MGMT3X-AP-K9	Cisco Ent MGMT: PI 3.x LF, AS , 1 AP	CON-ECMU-LMGMTAPK		5412618648	202899386	ECMU		12/10/22	12/09/23	\$15.84	250	\$3,960.00
FMC1600-K9	Cisco Firepower Management Center 1600 Chassis	CON-SSSNT-FCM1600K	WZP23380J7L	5416441303	202899386	SSSNT		12/10/22	12/09/23	\$3,142.08	1	\$3,142.08
FMC1600-K9	Cisco Firepower Management Center 1600 Chassis	CON-SSSNT-FCM1600K	WZP23380DG0	5416441323	202899386	SSSNT		12/10/22	12/09/23	\$3,142.08	1	\$3,142.08
FPR4140-NGFW-K9	^Cisco Firepower 4140 NGFW Appliance, 1U, 2 x NetMod Bays	CON-SSSNT-FPR414GK	JMX2341L03F	5417877780	202899386	SSSNT	08/31/25	12/10/22	12/09/23	\$19,474.56	1	\$19,474.56
FPR4140-NGFW-K9	^Cisco Firepower 4140 NGFW Appliance, 1U, 2 x NetMod Bays	CON-SSSNT-FPR414GK	JMX2349L04C	5417877813	202899386	SSSNT	08/31/25	12/10/22	12/09/23	\$19,474.56	1	\$19,474.56
WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	CON-SSSNT-WSC3851X	FJB2347G00L	5418046634	202899386	SSSNT	04/30/27	12/10/22	12/09/23	\$1,104.67	1	\$1,104.67

WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	CON-SSSNT-WSC3851X	FJB2347G00P	5418046637	202899386	SSSNT	04/30/27	12/10/22	12/09/23	\$1,104.67	1	\$1,104.67
ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVDM4-32, UC License	CON-SSSNT-ISR4331V	FLM241111AD	5455769160	202899386	SSSNT		12/10/22	12/09/23	\$581.34	1	\$581.34

Quote Summary

Description	List Price
Smartnet	\$55,476.28

Total: \$55,476.28

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Ankeny Community Schools

Signed _____

Name Ryan Weldon

Title Board President

Date December 5, 2022

Heartland Business Systems

Signed _____

Name Polly Kraber

Title Sr. Solutions Consultant

Date November 14, 2022

CONSULTING AGREEMENT

This Consulting Agreement (this “**Agreement**”) is made by and between Gallagher Benefit Services, Inc., (“**Gallagher**”) and Ankeny Community School District (“**Client**”).

Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

1. **Engagement of Services**

Client hereby engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher’s status will be that of an independent contractor for Client.

2. **Term and Termination**

The Effective Date of this Agreement is July 1, 2022. The term of Gallagher’s engagement under this Agreement (the “Consulting Period”) will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date. Either party may terminate this Agreement by giving the other party at least ninety (90) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. **Compensation**

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable, if any, to it by each insurance company at the time it presents rates to Client. The parties hereby agree that any Direct Client Fees for Consulting Services specified under Exhibit B shall be increased by an amount not to exceed three percent (3%) annually after the initial Consulting Period under this Agreement, unless otherwise agreed to by Gallagher. Client is responsible for payment of Gallagher’s fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.

4. **Performance and Scope**

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party’s compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and Federal securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited to insure Client's risks. The final decision to choose any insurance company has been made by Client in its sole and absolute discretion. Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. To the extent any additional administrative, claims representative or other services are required, the parties may enter into a separate agreement covering such additional services.

5. Confidentiality

(a) Confidential Information.

(i) As used in this Agreement, “**Confidential Information**” means any nonpublic, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

(ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client’s Confidential Information to Gallagher’s affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

(iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

(b) HIPAA Privacy. Gallagher and Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, Client, as a representative of the health plans, and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the “**Aggregated Data**”). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher’s business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client’s identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. *Indemnification Rights and Limitation of Liability*

(a) Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party’s: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) grossly negligent

acts or omissions or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, special, exemplary, reliance, consequential or punitive damages, or for any attorneys' fees other than as described in Section 6(a) above (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise). Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$1,000,000. This provision applies to the fullest extent permitted by applicable law. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Ankeny Community School District
Attention: Insert Client Rep Name
Insert Office Address
Insert City, ST Zip Code

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Leah Vetter
10050 Regency Circle, Suite 300
Omaha, NE 68114

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of

any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

(g) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

(h) Assignment. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

(i) Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the parties hereto and delivered to the other party.

(j) Survival of Provisions. Sections 3, 5, 6, and 8 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Ankeny Community School District

By:

Name: _____
Title: _____
Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By:

Name: _____
Title: _____
Date: _____

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an “as needed” basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare “shadow” renewal projection
- Create financial modeling reports
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop “working” rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report

- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND REGULATORY COMPLIANCE SUPPORT:

- Provide legislative updates, including Compliance Alerts, Webinars, Technical Bulletins and Directions newsletter
- Evaluate plan design to assist with compliance with state and federal regulations
- Provide general information and guidance to assist with compliance with ERISA, ACA, COBRA, HIPAA and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

- Provide assistance to Client's HR/benefits contacts to help with resolving carrier service issues
- Coordinate and participate in annual service meetings with Client and select carriers

EMPLOYEE EDUCATION PROGRAMS:

- Facilitate focus groups
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Provide annual open enrollment guidance
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies

- Assist with budget projections for design alternatives

MERGER AND ACQUISITION:

- Project claim liability and cost implications of active employee health & welfare benefits plan integration or consolidation, as requested by Client
- Provide coverage comparison analysis and recommendations as to plan design, carrier selections and funding mechanisms
- Provide disruption analysis reports
- Assist with employee meetings to introduce integrated program(s) or plan changes

**EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage / Service	Company	Commission^{1&2}	Third Party Compensation	Direct Client Fees³	Effective Date
Medical	UHC	N/A	N/A	N/A	7/1/2022
Dental	Delta Dental	N/A	N/A	N/A	7/1/2022
Vision	Avesis	10% of premium	N/A	N/A	7/1/2022
Life and AD&D	Madison National Life	N/A	N/A	N/A	7/1/2022
Long Term Disability (LTD)	Madison National Life	N/A	N/A	N/A	7/1/2022
Section 125 - Flex	isolved	10% of premium	N/A	N/A	7/1/2022
Consulting Agreement	Gallagher	N/A	N/A	\$60,000/Year	7/1/2022
Voluntary Benefits	Colonial	3.5% of premium	N/A	N/A	7/1/2022

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher’s ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm’s length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher’s and Gallagher affiliates’ income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher’s compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of “finders’ fees” or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.



Jennifer Riedemann <jennifer.riedemann@ankenyschools.org>

Update to Your Qualtrics Agreement - Standard Contractual Clauses

Qualtrics Legal <legal@qualtrics-research.com>

Wed, Nov 23, 2022 at 10:05 AM

Reply-To: Qualtrics Legal <scs-update-2022@qualtrics.com>

To: Ankeny Community School District <jennifer.riedemann@ankenyschools.org>

Dear Ankeny Community School District,

We wanted to inform you about an amendment requirement for your existing agreement(s) with Qualtrics LLC ("Qualtrics").

As you may be aware, the European Commission published new Standard Contractual Clauses ("SCCs") on 4 June 2021, which required data controllers and data processors to adopt the new SCCS by 27th December 2022 to protect any transfers of personal data from within Europe to any country outside of Europe which does not offer an adequate level of data protection. Qualtrics has already incorporated the SCCs into new contract templates and our Terms of Service available at www.qualtrics.com/terms-of-service.

The United Kingdom has also recently published an addendum to the new SCCs ("UK Addendum") on 21st March 2022 to protect any transfers of UK personal data from the UK to any other country which does not offer an adequate level of data protection.

We are reaching out to you because you or your company has an existing agreement with Qualtrics ("Existing Agreement") which was signed prior to 27 September 2021, which now requires amending. In addition to the SCCs and UK Addendum, we have noticed that you do not have a Data Processing Agreement ("DPA") in place, which is required for all customers given the nature of our services.

As such, please execute the following [amendment](#) to your Existing Agreement. Please return the signed copy within 14 days of this communication.

If you have any questions, please visit our [FAQ page](#) or reach out to the Qualtrics legal team at scs-update-2022@qualtrics.com.

Kind regards,
Qualtrics Legal Team

The Qualtrics logo, with 'qualtrics' in lowercase and 'XM' in a smaller, blue font to the right.

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT (“District”), an Iowa public school district, intends to contract with (“Vendor”) to provide _____ to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement (“Agreement”) and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide _____

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on _____ and shall continue in effect through _____ unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of _____ to complete the work outlined in the Scope of Services. Said payment shall be paid _____.
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

- C. District shall render payment to Vendor via check within 30 days of receipt of said invoice.

VI. BACKGROUND CHECKS

- A. Vendor shall ensure that any and all of its employees and/or agents who are present on District property and/or who interact in-person and/or virtually with District students, staff, and/or other identified stakeholders complete and pass an industry-standard criminal history background check and all sound screening practices, including but not limited to legally-required Sex Offender Registry Certificate of Compliance, prior to the start date. Vendor agrees to work with the District's Business Office on completion of the above.
- B. The cost of background check(s) required under this Agreement will be borne by District.
- C. Unsatisfactory results of the background check(s) may result in Vendor's, its agent(s'), and/or its employee(s') disqualification from performance of services under this Agreement and/or immediate termination of this Agreement. District shall have sole discretion to determine if the results from the background check(s) meet District standards.

VII. CONFIDENTIALITY

- A. In the performance of services under this Agreement, Vendor, its employees, and/or its agents may have access to and/or receive and/or be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence.
- B. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly, for any reason whatsoever, disclose and/or use any such confidential material until such material ceases, through no fault whatsoever of Vendor, to be confidential because it has become public knowledge or part of the public domain.
- C. Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material not previously delivered that may be and/or at any previous time(s) have been in Vendor's possession and/or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.
- D. Vendor shall limit its employees' and/or agents' access to students' educational records to those persons for whom access is essential to the performance of services carried out under the Agreement. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

VIII. INTELLECTUAL PROPERTY

- A. District shall own all rights, titles, and interests, including all related Intellectual Property

Rights, in and to work product, including any suggestions, ideas, enhancement requests, feedback, recommendations and/or other information provided by Vendor and/or any other party relating to the services covered by this agreement.

- B. District name and logo(s) are trademarks of District, and no right or license is granted to Vendor use them other than in the provision of services for District under the terms of this Agreement.

IX. INSURANCE

- A. No workers' compensation insurance and/or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by District on account of Vendor.
- B. Vendor shall maintain insurance and practices in alignment with *Appendix A: Vendor's Minimum Insurance Requirements*. Upon request of District, Vendor shall provide proof of said insurance coverage.

X. INDEMNIFICATION

- A. Vendor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and/or expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Vendor or as a result of failure to pay any employment or income taxes arising out of Vendor's performance of Services for the District.

XI. AMENDMENTS

- A. This Agreement may only be supplemented, amended or revised in writing by mutual agreement of the parties.

XII. GOVERNING LAW

- A. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

XIII. SEVERABILITY

- A. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

XIV. ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

By: Jennifer Petsche

Date: _____

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**APPENDIX A:
Vendor's Minimum Insurance Requirements**

A. The Vendor shall purchase and maintain such insurance as will protect the Vendor from claims set forth below which may arise out of, or result from the Vendor's operations under the contract, whether such operation be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Vendor shall be written as follows:

1. Workers' Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below;

- a. Iowa Benefits- Statutory
- b. Employers Liability
 - Bodily Injury by Accident \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Employee

The Workers' Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. Commercial General Liability Insurance combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Limit	\$ 100,000
Medical Expense Limit	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
- b. Personal and Advertising Injury
- c. Operations by independent contractors.
- d. Contractual Liability coverage
- e. Coverage for property damage underground or damage by explosion or collapse (XCU).

3. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident. Insurance must include Contractual Liability.

4. Umbrella/Excess Liability Insurance combined single limit for bodily injury, property damage and personal injury excess primary liability limits: \$1,000,000. The required Liability limits outlined within may be met with any combination of underlying and umbrella/excess policy limits.

5. Additional Insured the Vendor will include the School as additional Insured on all policies except Workers' Compensation as respects all work performed. The additional insured coverage

shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.

6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
7. **Government Immunity** The following clauses will be added to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Vendor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Vendor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder's Risk policy or covered under the District's permanent property insurance.
10. **Professional Insurance** If the Vendor is required to furnish professional services as part of the Work, the Vendor shall purchase Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
11. **Pollution Insurance** If the work involves the transport, dissemination, use or release of pollutants, the Vendor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

12. Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
13. **Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Vendor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

PROFESSIONAL SERVICES AGREEMENT

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- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

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- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

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- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

- C. District shall render payment to Vendor via check within 30 days of receipt of said invoice.

VI. BACKGROUND CHECKS

- A. Vendor shall ensure that any and all of its employees and/or agents who are present on District property and/or who interact in-person and/or virtually with District students, staff, and/or other identified stakeholders complete and pass an industry-standard criminal history background check and all sound screening practices, including but not limited to legally-required Sex Offender Registry Certificate of Compliance, prior to the start date. Vendor agrees to work with the District's Business Office on completion of the above.
- B. The cost of background check(s) required under this Agreement will be borne by District.
- C. Unsatisfactory results of the background check(s) may result in Vendor's, its agent(s'), and/or its employee(s') disqualification from performance of services under this Agreement and/or immediate termination of this Agreement. District shall have sole discretion to determine if the results from the background check(s) meet District standards.

VII. CONFIDENTIALITY

- A. In the performance of services under this Agreement, Vendor, its employees, and/or its agents may have access to and/or receive and/or be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence.
- B. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly, for any reason whatsoever, disclose and/or use any such confidential material until such material ceases, through no fault whatsoever of Vendor, to be confidential because it has become public knowledge or part of the public domain.
- C. Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material not previously delivered that may be and/or at any previous time(s) have been in Vendor's possession and/or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.
- D. Vendor shall limit its employees' and/or agents' access to students' educational records to those persons for whom access is essential to the performance of services carried out under the Agreement. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

VIII. INTELLECTUAL PROPERTY

- A. District shall own all rights, titles, and interests, including all related Intellectual Property

Rights, in and to work product, including any suggestions, ideas, enhancement requests, feedback, recommendations and/or other information provided by Vendor and/or any other party relating to the services covered by this agreement.

- B. District name and logo(s) are trademarks of District, and no right or license is granted to Vendor use them other than in the provision of services for District under the terms of this Agreement.

IX. INSURANCE

- A. No workers' compensation insurance and/or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by District on account of Vendor.
- B. Vendor shall maintain insurance and practices in alignment with *Appendix A: Vendor's Minimum Insurance Requirements*. Upon request of District, Vendor shall provide proof of said insurance coverage.

X. INDEMNIFICATION

- A. Vendor shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and/or expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Vendor or as a result of failure to pay any employment or income taxes arising out of Vendor's performance of Services for the District.

XI. AMENDMENTS

- A. This Agreement may only be supplemented, amended or revised in writing by mutual agreement of the parties.

XII. GOVERNING LAW

- A. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa. Any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

XIII. SEVERABILITY

- A. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

XIV. ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Ryan Weldon
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

By: *L. Davis Churchman*

Date: _____

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shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.

6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
7. **Government Immunity** The following clauses will be added to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Vendor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Vendor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder's Risk policy or covered under the District's permanent property insurance.
10. **Professional Insurance** If the Vendor is required to furnish professional services as part of the Work, the Vendor shall purchase Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
11. **Pollution Insurance** If the work involves the transport, dissemination, use or release of pollutants, the Vendor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

12. Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
13. **Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Vendor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.



Per Mar Security Services
 1910 E. Kimberly Rd.
 Davenport, IA 52807
 (563) 359-3200
 permarsecurity.com

Addendum to Basic Agreement

CUSTOMER INFORMATION

Billing Name ("CUSTOMER"): Ankeny Community Schools CUSTOMER Number: 1037018008 Contact Name: Jon Davis Email Address: jon.davis@ankenyschools.org	Site Name: Ankeny Schools - Admin FA Site Address: 306 SW School Street Site City, State, Zip: Ankeny, IA 50021 Salesperson: John Blough
---	---

PER MAR SECURITY AND RESEARCH CORP. ("PER MAR") and CUSTOMER agree that the Per Mar Security Services Basic Agreement or Contract/Agreement of a company acquired by PER MAR, referred to as "Agreement" executed on or around 4/16, 2018 is hereby amended this 11/28, 2022. This addendum is subject to the terms and conditions of the Agreement.

The following additional equipment and/or services shall be added to the CUSTOMER's Agreement:

ADDITIONAL EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")

Additional Equipment to be PER MAR Owned or CUSTOMER Owned under this Addendum: Fire - CUSTOMER Owned	Additional Services to be provided under this Addendum: Monitoring Radio
--	--

INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: \$ <u>0.00</u> (Plus applicable taxes) Deposit Due at Signing: \$ <u>0.00</u> Balance Due Upon Completion: \$ <u>0.00</u> PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	Additional Monthly Service Charge: \$ <u>50.00</u> (Plus applicable taxes) Additional Monthly Service Charge above is in addition to previous monthly service charges already in place. Monthly service charge is due in advance of each billing cycle.
---	---

SCOPE OF WORK

Fire Alarm Monitoring at Admin Building (no longer connected to Nevlen)
 - Equipment and AES Radio already in place

Except as expressly set forth in this Addendum, all of the terms and conditions of the previously mentioned Agreement remain in full force and effect. Defined terms in the Agreement have the same meaning in this Addendum. PER MAR is not obligated under this Addendum until PER MAR approves and accepts by signing below.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and delivered as of the date first written above and represent that the person whose signatures appear below are duly authorized to execute this Addendum.

CUSTOMER

PER MAR

Authorized Signature

Authorized Signature

Printed Name, Title

Printed Name, Title

Date

Date

MEMORANDUM OF UNDERSTANDING

QUIZ BOWL SPONSOR, 2022-2023

This Memorandum of Understanding (MOU) is between the Ankeny Community School District ("District") and the Ankeny Education Association ("AEA") related to creation of a Schedule D position for the 2022-2023 school year for the position of Quiz Bowl sponsor. The District and AEA acknowledge that addition of this position to the Master Contract is needed to compensate the Quiz Bowl sponsor for time and energy expended in the leadership of the Quiz Bowl program.

Therefore, the parties agree that *Schedule D of the Master Contract, 2018-2023* shall be amended to include the following:

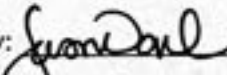
**SALARY SCHEDULE
2022-2023 SCHEDULE D SUPPLEMENTAL PAY
SCHEDULE D GENERATORS 33,280**

<u>OTHER SUPPLEMENTAL ITEMS</u>	<u>% of Base/Rate</u>
Quiz Bowl Sponsor	5

This MOU shall be effective on December 5, 2022 and shall expire on June 30, 2023. Compensation for the Quiz Bowl sponsor shall be prorated from this MOU's effective date.

All other provisions of the current collective bargaining agreement remain in full effect. This MOU shall not be construed as a precedent for future negotiations.

Ankeny Education Association

By: 
Chief Negotiator

Date: 12/2/2022

Ankeny Community School District

By: _____
President, Board of Education

Date: _____

MEMORANDUM OF UNDERSTANDING

SCHEDULE D PAYMENTS, 2022-2023

This Memorandum of Understanding (MOU) is between the Ankeny Community School District ("District") and the Ankeny Education Association ("AEA") related to the schedule of payments for Schedule D positions for the 2022-2023 school year. The District and AEA acknowledge that clarification of the payment schedule for Schedule D positions that correspond to athletic and activities seasons is needed to ensure efficient business operations and transparency for staff.

Therefore, the parties agree that *ARTICLE VII.E(1)* of the *Master Contract, 2018-2023* shall be amended to read as follows:

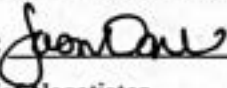
E. METHOD OF PAYMENT

1. Pay Periods

- A. Except as delineated in subsections B and C of this section below, each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. Employees shall receive their checks electronically unless the employee was hired prior to July 1, 2005 and is currently receiving a paper check. Those that are receiving a paper check will have the check delivered to the building during the school year and mailed to the address designated by the employee during the summer. The District may provide employees with the ability to choose to have their paychecks electronically deposited in the banking institution of their choice.
- B. New employees are paid in thirteen (13) equal installments on the 20th of each month, beginning in August.
- C. Employees who earn a stipend for a Schedule D position that corresponds to a practice and competition season that does not last the entire school year shall be paid for that position in equal installments over the duration of that season, as outlined below:
- Boys and Girls Track and Field (Head Varsity, Assistant Varsity, JV, 8th Head, 8th Assistant): *February - May*
 - Boys and Girls Soccer (Head Varsity, Assistant Varsity, Head JV 1, Head JV 2): *March - May*
 - Girls' Golf (Head Varsity, Assistant Varsity, 9th Head): *March - May*
 - Boys and Girls Tennis (Head Varsity, Assistant Varsity): *March - May*
 - Strength and Conditioning(Spring) (High School, Middle School): *March - May*
 - High School Trapshooting: *March - May*
 - Baseball (Head Varsity, Assistant Varsity, 10th Head, 10th Assistant, 9th Head, 9th Assistant): *May - August*
 - Softball (Head Varsity, Assistant Varsity, Junior Varsity Head Coach, Junior Varsity Assistant Coach, 9th Head, 9th Assistant, 8th Head, 8th Assistant): *May - August*
 - Strength and Conditioning(Summer) (High School, Middle School): *May - August*

This MOU shall be effective on December 5, 2022 and shall expire on June 30, 2023. All other provisions of the current collective bargaining agreement remain in full effect. This MOU shall not be construed as a precedent for future negotiations.

Ankeny Education Association

By: 
Chief Negotiator

Date: 12/2/2022

Ankeny Community School District

By: _____
President, Board of Education

Date: _____

BALLARD COMMUNITY SCHOOL DISTRICT
509 N MAIN AVE, HUXLEY, IA 50124
INTER-AGENCY CONTRACT FOR SPECIAL EDUCATION PROGRAM
2022-2023 School Year

This agreement is entered into between *Ankeny Community School District* (hereinafter "Resident LEA") and the *Ballard Community School District* (hereinafter "Receiving LEA").

The Resident LEA wishes to obtain special education and related services for a resident student entitled to such programs and services, through an agreement with the Receiving LEA. The Receiving LEA agrees to provide these services at cost to the Resident LEA.

1. The special education program and related services shall be provided in accordance with the Federal and State Laws governing such services (including the Individuals with Disabilities Education Act, Iowa Code Chapters 256B, 257 and 273 and Iowa Administrative Code Chapter 281-41) and in accordance with the student's individualized education program (IEP).
2. At all times, the Resident LEA shall remain responsible for providing the student a free appropriate public education (FAPE), including special education and related services. The Receiving LEA shall develop and/or implement an IEP in accordance with the rules of the Iowa Department of Education and with an opportunity for input from the Resident LEA; however, the Resident LEA remains responsible for insuring the student is receiving a free appropriate public education and shall be the responsible party in any dispute relating to the provision of special education and related services.
3. A designated representative of the Resident LEA shall be given notice and an opportunity to participate in IEP meetings regarding the student identified above and shall be given progress reports as given to the parents of the students and at other times as requested by the Resident LEA.
4. The Receiving LEA reserves the right to limit enrollment to those students for whom appropriate programming and space is available in the Receiving LEA's programs, as determined by the Receiving LEA.
5. The Receiving LEA reserves the right to enforce its discipline policy, attendance policy, and all other policies and procedures relating to student enrollment and conduct. The District reserves the right to take away programs and activities. If a student is excluded or expelled, the Resident LEA and not BCSD will be held responsible for any continuing programs or services.
6. The cost of all special education and related services shall be paid by the Resident LEA to the Receiving LEA and shall be equal to the actual costs incurred in providing all such special education and related services and programs. Payment of these actual costs will be determined and paid in the following manner:
 - A. The Receiving LEA shall provide the Resident LEA with an estimate of the actual cost of services and programs of the current contracted school year. The estimated cost shall be determined by multiplying the special education weighting (1.72, 2.21, or 3.74) by the Receiving LEA's per pupil cost times the number of students served by the Receiving LEA for each weighted category. Cost will be prorated, if service is for less than one full school year.

- B. Tuition and/or transportation estimated costs shall be forwarded to the sending agency at the close of each semester.
 - C. The Receiving LEA shall provide the Resident LEA with an itemized final statement of actual costs of service and itemized payments received toward that cost prior to June 15th of the current school year.
 - D. The Resident LEA shall pay the Receiving LEA within thirty-one (31) calendar days of receipt of an invoice.
7. The rights and responsibilities created in this agreement may not be assigned without express written consent and may not be entered by any third party beneficiary or any other person other than the Resident LEA and the Receiving LEA.
 8. This agreement may be terminated with or without cause by providing thirty (30) calendar days' written notice.
 9. The student listed below will be provided special education and related services under this agreement:

<u>Student's Name</u>	<u>Grade</u>	<u>Weight</u>	<u>Date of Birth</u>	<u>Entry Date</u>	<u>Exit Date</u>
██████████	█	1.72	██████████	11/03/2014	
██████████	█	1.72	██████████	08/25/2021	
██████████	█	1.72	██████████	01/29/2020	

 Board President or Authorized Designee
 Ankeny Community School District

 Date

 Board President or Authorized Designee
 Ballard Community School District

11/14/2022

 Date



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Approve the Sale of Land and Temporary Easement at NW 18th St and NW Briargate Dr for \$2,480.00

Extended Information: Superintendent's Recommendation: Approve the sale of land and temporary easement at NW 18th St and NW Briargate Dr for \$2,480.00 as presented.

ATTACHMENTS:

File Name	Description	Type	Upload Date
Sale of Land and Temporary Easement at NW 18th St and NS Briargate Dr.pdf	Sale of Land and Temporary Easement at NW 18th St and NW Briargate Dr	Support Document	12/2/2022

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: Ankeny Community School District
306 SW School Street
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$2,480.00, calculated as follows:

Fee Title:	0 SF x \$6.11 / SF =	\$ 0.00
Permanent Easement:	0 SF x \$6.11 / SF x 50% =	\$ 0.00
Temporary Easement:	5,057 SF x \$6.11 / SF x 8% x 1 yr =	\$2,480.00
Other Considerations:	Cost to Cure =	\$ 0.00
Total Compensation:	(Rounded Up)	\$2,480.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of NW 18th Street from NW Ash Drive to N Ankeny Boulevard Reconstruction Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this _____ day of _____, 20_____.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this _____ day of _____, 20_____.

ANKENY COMMUNITY SCHOOL DISTRICT

By: _____

Title: _____

By: _____

Title: _____

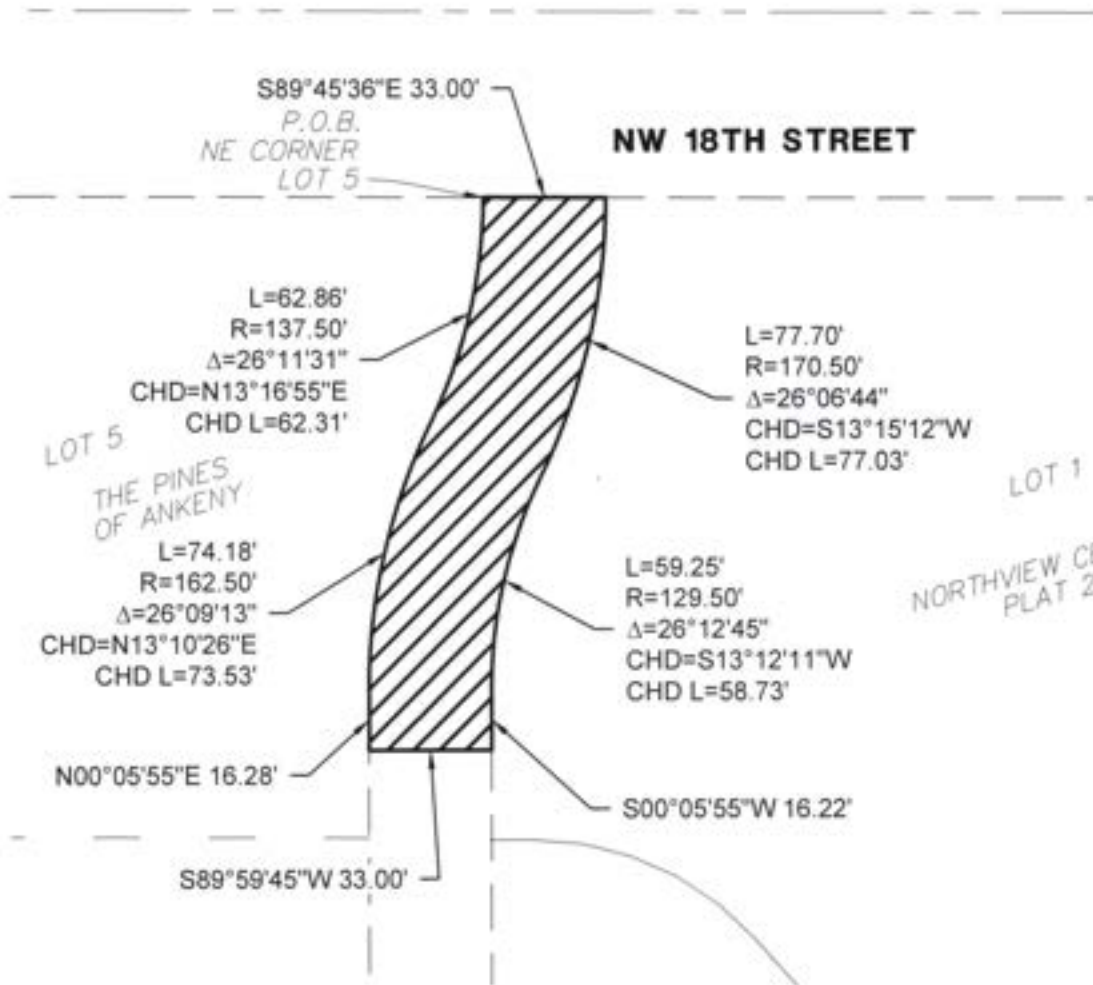
Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

EASEMENT EXHIBIT

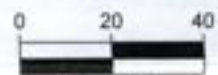
EXHIBIT TE-17



EASEMENT DESCRIPTION:

A PART OF OUTLOT 'A' OF THE PINES OF ANKENY, AN OFFICIAL PLAT, AND PARCEL 'K' OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 80 NORTH, TANGE 24 WEST OF THE 5TH P.M., ALL IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF SAID PLAT THE PINES OF ANKENY; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF NW 18TH STREET, SOUTH 89°45'36" EAST 33.00 TO THE NORTHEAST CORNER OF SAID PARCEL 'K'; THENCE ALONG THE EAST LINE OF SAID PARCEL 'K', ON A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 170.50 FEET, WHOSE ARC LENGTH IS 77.70 FEET, AND WHOSE CHORD BEARS SOUTH 13°15'12" WEST, 77.03 FEET; THENCE CONTINUING ALONG SAID EAST LINE ON A CURVE CONCAVE SOUTHEAST, HAVING A 129.50 FOOT RADIUS, HAVING AN ARC LENGTH OF 59.25 FEET AND WHOSE CHORD BEARS SOUTH 13°12'11" WEST, 58.73 FEET; THENCE SOUTH 00°05'55" WEST, 16.22 FEET; THENCE SOUTH 89°59'45" WEST, 33.00 FEET TO THE WEST LINE OF SAID OUTLOT 'A'; THENCE ALONG SAID WEST LINE, NORTH 00°05'55" EAST, 16.28 FEET; THENCE CONTINUING ALONG SAID WEST LINE ON A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 162.50 FEET, HAVING AN ARC LENGTH OF 74.18 FEET AND WHOSE CHORD BEARS NORTH 13°10'26" EAST, 73.53 FEET;



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Ankeny Community School District (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd.

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 20_____.

ANKENY COMMUNITY SCHOOL DISTRICT

Signed

Signed

Print Name and Title

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

STATE OF _____ }
COUNTY OF _____ } ss:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s)

- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

On this ____ day of _____, A.D. 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

_____ to me personally known or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____ (Sign in Ink)

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Ankeny Community School District

_____ (Print Name)

Notary Public in and for the State of _____

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

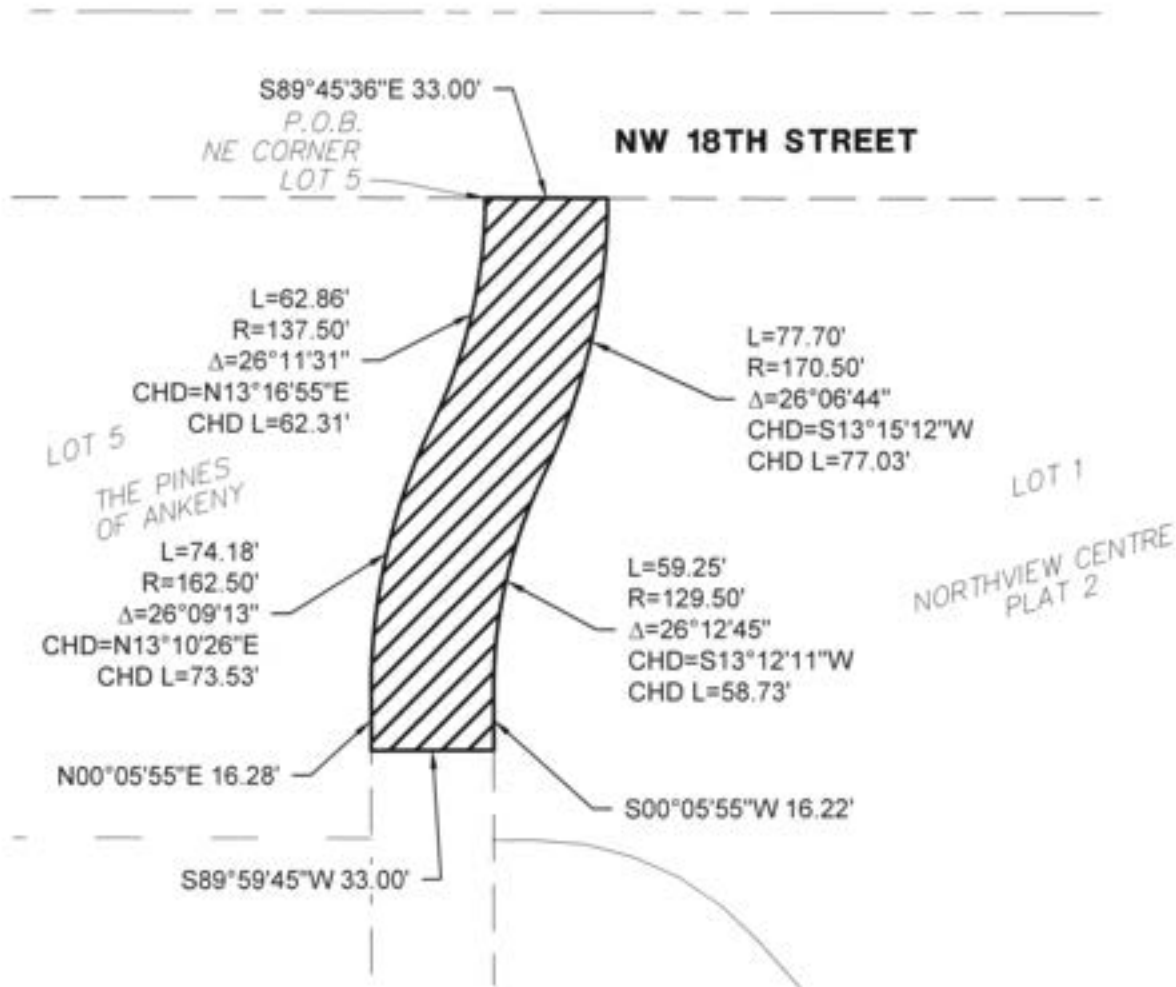
I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

EASEMENT EXHIBIT

EXHIBIT TE-17



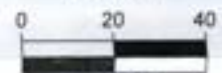
EASEMENT DESCRIPTION:

A PART OF OUTLOT 'A' OF THE PINES OF ANKENY, AN OFFICIAL PLAT, AND PARCEL 'K' OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 80 NORTH, TANGE 24 WEST OF THE 5TH P.M., ALL IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF SAID PLAT THE PINES OF ANKENY; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF NW 18TH STREET, SOUTH 89°45'36" EAST 33.00 TO THE NORTHEAST CORNER OF SAID PARCEL 'K'; THENCE ALONG THE EAST LINE OF SAID PARCEL 'K', ON A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 170.50 FEET, WHOSE ARC LENGTH IS 77.70 FEET, AND WHOSE CHORD BEARS SOUTH 13°15'12" WEST, 77.03 FEET; THENCE CONTINUING ALONG SAID EAST LINE ON A CURVE CONCAVE SOUTHEAST, HAVING A 129.50 FOOT RADIUS, HAVING AN ARC LENGTH OF 59.25 FEET AND WHOSE CHORD BEARS SOUTH 13°12'11" WEST, 58.73 FEET; THENCE SOUTH 00°05'55" WEST, 16.22 FEET; THENCE SOUTH 89°59'45" WEST, 33.00 FEET TO THE WEST LINE OF SAID OUTLOT 'A'; THENCE ALONG SAID WEST LINE, NORTH 00°05'55" EAST, 16.28 FEET; THENCE CONTINUING ALONG SAID WEST LINE ON A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 162.50 FEET, HAVING AN ARC LENGTH OF 74.18 FEET AND WHOSE CHORD BEARS NORTH 13°10'26" EAST, 73.53 FEET;



Page 250 of 279



City Ankeny
Project No. 211008-010
Parcel No. 17

DISCLOSURE OF REPRESENTATION

Sean Devine, of JCG Land Services, Inc., represents the **City of Ankeny,**
Iowa, in this transaction.

By signing below, the Seller confirms that written disclosure of representation
was provided to them before signing of the transaction contract.

(Seller's Signature)

(Date)



ANKENY COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title:

Reject all bids received for the Northwest Elementary HVAC Retrofit project per architect's recommendation, and reserve a new date yet to be determined for receiving bids pursuant to new notice to bidders.

Extended Information:

Superintendent's Recommendation: Reject all bids received for the Northwest Elementary HVAC Retrofit project per architect's recommendation, and reserve a new date yet to be determined for receiving bids pursuant to new notice to bidders as recommended.

Summary:**26.10 Opening and considering bids.**

1. The date and time that each bid is received by the governmental entity, together with the name of the person receiving the bid, shall be recorded on the envelope containing the bid. All bids received after the deadlines for submission of bids as stated in the project specifications shall not be considered and shall be returned to the late bidder unopened. The governmental entity shall open, announce the amount of the bids, and file all proposals received, at the time and place specified in the notice to bidders. The governmental entity may, by resolution, award the contract for the public improvement to the bidder submitting the lowest responsive, responsible bid, determined as provided in [section 26.9](#), or the governmental entity may reject all bids received, fix a new date for receiving bids, and order publication of a new notice to bidders. The governmental entity shall retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and the contract and bond have been approved by the governmental entity. The provisions of [chapter 573](#), where applicable, apply to contracts awarded under [this chapter](#).

2. The governmental entity shall promptly return the checks or bidder's bonds of unsuccessful bidders to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

[2006 Acts, ch 1017, §10, 42, 43; 2007 Acts, ch 144, §6](#)
Referred to in [§26.3, 314.1](#)

Fiscal Impact:**ATTACHMENTS:**

File Name	Description	Type	Upload Date
Ankeny NW HVAC - Bid Recommendation.pdf	Letter of Recommendation - HVAC Retrofit	Support Document	11/30/2022

November 29, 2022

Tim Simpkins

Director of Operations and Construction
Ankeny Community School District
306 SW School Street
Ankeny, IA 50023



RESOURCE
CONSULTING
ENGINEERS LLC

Re: Ankeny Community School District – Northwest Elementary HVAC Retrofit – Bid Results and Recommendation

Dear Tim,

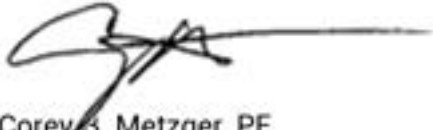
Thank you for the opportunity to work with the Ankeny Community School District on the Northwest Elementary HVAC Retrofit Project. At the public bid opening held at 3:00 PM on November 15th, 2022, we received a total of one bid to complete the work of this project. This bid was based on the Contract Documents produced by Resource Consulting Engineers, LLC, which were dated October 18th, 2022, as well as three addenda. After reviewing the bid received, it appears that the Bidder submitting a bid is capable of completing the work of this Project. The single bid included the appropriate bid bond information and acknowledged receipt of the three addenda. A bid tabulation form, documenting the single bid, is included with this recommendation.

Based on the values included on the bid tabulation form, Edge Commercial is the apparent low bidder for the Base Bid, with a bid of \$5,136,700.00. Pricing was also submitted for four Bid Alternates. The pricing for Bid Alternate #1, which replaces lighting in corridors where ceilings were to be removed and reinstalled, is an add of \$14,000.00. The pricing for Bid Alternate #2, which adds a heating water boiler to the ground-source loop, is an add of \$123,000.00. The pricing for Bid Alternate #3, which incorporates cleaning and encapsulation of existing lined ductwork, is an add of \$65,000.00. The pricing for Bid Alternate #4, which replaces all propylene glycol in the ground-source loop system, is \$53,000.

The Base Bid for the project was substantially higher than expected. This appears likely to be due to several factors, including having a single bidder, concerns about lead times for equipment, and the amount of work needing to be completed over a single summer (particularly when considering concerns over equipment lead times). While limited changes may be considered to the design to reduce project costs, we believe it is very likely that re-bidding the project with more available lead time for equipment and some flexibility in work scheduling will result in bids with lower costs.

Based on the information above, Resource Consulting Engineers, LLC does not recommend awarding the Northwest Elementary HVAC Retrofit Project at this time. Instead, we recommend reviewing the design and project scheduling requirements and planning to re-bid the project in the first or second quarter of 2023 with construction planned to begin in summer of 2024. If you have any questions regarding this recommendation, please do not hesitate to contact me at any time.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Metzger', with a long horizontal line extending to the right.

Corey B. Metzger, PE

Principal

Resource Consulting Engineers, LLC



**Ankeny Community School District
Northwest Elementary HVAC Retrofit**

Bid Tabulation Form

11/15/2022

Bidder	Addendum #1 Acknowledged	Addendum #2 Acknowledged	Addendum #3 Acknowledged	Bid Bond Included	Base Bid	Alternate #1: Replace Corridor Lighting	Alternate #2: Heating Water Boiler	Alternate #3: Clean and Encapsulate Lined Ductwork	Alternate #4: Replace Propylene Glycol	Notes
Edge Commercial	X	X	X	X	\$5,136,700	\$14,000	\$123,000	\$65,000	\$53,000	1

Notes:
1. ONLY ONE BID WAS RECEIVED FOR THIS PROJECT AND THE BASE BID VALUE WAS SIGNIFICANTLY HIGHER THAN THE EXPECTED PROJECT COST.



ANKENY COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title:

Reject all bids received for the Southview Middle School Restroom Outbuilding Project project per architect's recommendation, and reserve a new date yet to be determined for receiving bids pursuant to new notice to bidders

Extended Information:

Superintendent's Recommendation: Reject all bids received for the Southview Middle School Restroom Outbuilding Project project per architect's recommendation, and reserve a new date yet to be determined for receiving bids pursuant to new notice to bidders as recommended.

Summary:**26.10 Opening and considering bids.**

1. The date and time that each bid is received by the governmental entity, together with the name of the person receiving the bid, shall be recorded on the envelope containing the bid. All bids received after the deadlines for submission of bids as stated in the project specifications shall not be considered and shall be returned to the late bidder unopened. The governmental entity shall open, announce the amount of the bids, and file all proposals received, at the time and place specified in the notice to bidders. The governmental entity may, by resolution, award the contract for the public improvement to the bidder submitting the lowest responsive, responsible bid, determined as provided in [section 26.9](#), or the governmental entity may reject all bids received, fix a new date for receiving bids, and order publication of a new notice to bidders. The governmental entity shall retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and the contract and bond have been approved by the governmental entity. The provisions of [chapter 573](#), where applicable, apply to contracts awarded under [this chapter](#).

2. The governmental entity shall promptly return the checks or bidder's bonds of unsuccessful bidders to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

[2006 Acts, ch 1017, §10, 42, 43; 2007 Acts, ch 144, §6](#)
Referred to in [§26.3, 314.1](#)

Fiscal Impact:**ATTACHMENTS:****File Name****Description****Type****Upload Date**

[Board Recommendation Letter-SVMS RR Outbuilding.pdf](#)

Letter of Recommendation - RestroomOutbuilding

Support Document

11/30/2022



November 29, 2022

Ryan Weldon
Board President
Ankeny Board of Education
306 SW School Street
Ankeny, IA 50023

RE: Southview Middle School Restroom Outbuilding

Mr. Weldon:

At 3:30 P.M. on Tuesday, November 15, 2022, bids were opened and read into the public record for the above referenced project. The low bid was for \$1,454,900, submitted by Edge Commercial. Imprint Architects recommends the bid be rejected and the project be rebid at a later date.

Sincerely:

Karl Chambers, AIA, LEED AP
President
Imprint Architects



ANKENY
COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Policies - First of Two Readings

- Extended Information:**
- 1004.25 Distribution of Materials *Five-year review; edits for clarity & consistency; proposed removal of procedural language for inclusion in alternate regulatory & communication channels*
 - 203.90 Naming of Facilities *Five-year review; edits for clarity & consistency.*
 - 400.58 Suspension *Five-year review; edits for clarity & consistency.*
 - 502.50 Expulsion *Five-year review; edits for clarity & consistency.*
 - 502.20 Tobacco Products, Alcohol, Drugs *Edits to further align district policy with recommendations for the American Heart Association*
 - 801.81 Transfer of Funds *Five-year review; edits for clarity & consistency*
 - 805.30 Student Records *Five-year review; edits for clarity & consistency.*
 - 1004.60 Community Fundraising *Five-year review; edits for clarity & consistency & to reflect the role of Community Engagement.*
 - 1004.50 Use of District Facilities *Edits for clarity & consistency; proposed removal of procedural language for inclusion in alternate regulatory & communication channels*

ATTACHMENTS:

File Name	Description	Type	Upload Date
Policies_1st_Read_12.5.22.pdf	Policies 12.5.22	Support Document	11/29/2022

1000 SERIES – DISTRICT-COMMUNITY RELATIONS
1004.25 Distribution of Materials

The ~~District-district~~ recognizes that it is part of the larger Ankeny community and, in which it carries out its educational mission. ~~As as~~ such, shall the District has often served as a conduit of information by permitting the distribution of materials. ~~The District will continue to~~ assist in communicating ~~both District-district-~~related and non-~~District-district-~~related information to the public subject to the following guidelines and procedures.

1. The district shall distribute the following D~~istrict--related materials that will be distributed are defined as:~~
 - A. Materials produced by organizations whose purpose it is to benefit the District by providing, financial, educational, or program support for the District, including - Examples of District related organizations include, but ~~are~~ not limited to ~~-,~~ the Ankeny ~~Community~~ School Foundation, various booster organizations that support extra-curricular programs, Parent-Teacher Organizations, After-Prom Committee, Community Engagement courses, and the Ankeny Alumni Association ~~or~~;
 - B. Materials deemed by the ~~Superintendents~~superintendent/designee to be of importance and needing of public distribution. ~~may include, but is not limited to, health advisories or emergency information.~~
2. The district may distribute N~~on-District-district~~-related materials for an entity, activity, and/or event that will be distributed must meet the following parameters:
 - A. ~~Entity, activity, or event b~~Benefit~~ing~~ students and/or families within ~~the~~ Ankeny ~~Community~~; and
 - B. Is a A-youth--related program, activity, and/or event for students and/or families; and
 - C. Is Intended to improve the health, education, and/or welfare of students; and
 - D. Is sponsored by A non-profit organization and/or is a non-profit event.
3. The district shall not distribute materials that: following materials will not be distributed:
 - A. ~~Materials p~~Promot~~ing~~ products, activities, and/or services that are illegal for students and/or prohibited by ~~Board~~board policies and/or administrative rules.
 - B. ~~Materials-Use using~~ inappropriate words and/or images to promote otherwise--acceptable products or services.
 - C. ~~Materials-Promote promoting~~ products, activities, and/or services that ~~interfere with run counter to~~ the ~~District's-district's~~ mission.
 - D. ~~Materials that e~~Encourage and/or can reasonably be anticipated to cause a disruption of the orderly educational process or operation of the ~~District~~district.
 - E. ~~Materials on behalf of~~Advertise a political candidate and/or political party.
 - F. ~~Materials-Advertise advertising~~ entities, products, and/or services that discriminate on the basis of sex, race, age, creed, color, marital status, national orientation, religion, disability, sexual orientation, and/or gender identity.

R.R. 1-1004.25 Distribution of Materials

1. Procedures for District Related Materials
 - A. ~~The Superintendent/designee will designate District-related organizations whose materials may be distributed without each item being approved for distribution.~~
 - I. ~~District-related organizations, whose materials have not been designated for distribution, shall submit each item to be distributed to the coordinator of communications for approval.~~
 - B. ~~Materials must identify the entity or individual responsible for the distribution.~~

- C. ~~Unless designated by the Superintendent/designee, each distribution must be individually approved as required by these procedures.~~
 - D. ~~Once material is approved, the individual or entity must provide the applicable school building(s) with the materials. Materials must be accompanied with a copy of the approval from the Superintendent/designee and must be sorted or grouped as requested.~~
 - E. ~~The production of the materials is the responsibility of the individual or entity requesting the distribution. The District is not responsible for producing materials.~~
 - F. ~~District related materials are distributed by placing the materials in an area designated in the school building.~~
2. ~~Materials distributed at the initiation of the District for the benefit of the public or students, such as public health or safety information, in connection with academic lessons, student guidance or counseling (such as college or career related materials), or incidental to a District sponsored activity or extra-curricular program are not governed by this procedure. District and building newsletters, announcements of District functions or communications originated by the District are not covered by this procedure.~~
 3. ~~Materials not approved for distribution may appeal the denial by notifying the Superintendent/designee in writing within five calendar days of the decision.~~

R.R. 2-1004.25 Distribution of Materials

1. ~~Procedures for Non-District Related Materials~~
 - A. ~~The entity or individual requesting materials distribution must submit a request and an electronic sample of the material to the Superintendent/designee for approval before distribution.~~
 - B. ~~Materials must identify the entity or individual responsible for the distribution, including name, address, telephone number and e-mail address.~~
 - C. ~~Materials must include the name, date, time, and location of the event or activity.~~
 - D. ~~Materials must include the following statements printed in type, at least as large as the majority of the other text in the materials, separate from other text and located in a conspicuous location: This is not a school district publication. It is being distributed through the school district as a community service of the District to inform you of other community activities or services.~~
 - E. ~~Each distribution must be individually approved as required by these procedures.~~
 - F. ~~Allow 2 weeks for approval process.~~
 - G. ~~Materials are not to be delivered directly to school buildings.~~
 - H. ~~Non-District materials are sent electronically during a regularly scheduled distribution. Paper copies may be available to students who do not have internet access. Approved paper copies will be delivered to the Community Engagement Office at 306 SW School Street one week prior to the requested date of distribution. Materials must be sorted or grouped as requested.~~
 - I. ~~The Community Engagement Department will attach a copy of the approval form prior to distribution.~~
 - J. ~~Opportunities are to be afforded to all students. The District will not select specific teachers or students to receive materials.~~
 - K. ~~Posters may be posted in District buildings, at the discretion of the building principal/administrator, after meeting all requirements and approvals noted in this procedure.~~
 - L. ~~The production of the materials is the responsibility of the individual or entity requesting the distribution. District resources and/or materials shall not be used for the production of non-District materials. Quantities for each building can be obtained from the Community Engagement Department.~~
 - M. ~~The Ankeny Community School District reserves the right to refuse distribution of materials of any group that it deems is circumventing or refusing to follow these procedures.~~

2. ~~Materials distributed at the initiation of the District for the benefit of the public or students, such as public health or safety information, in connection with academic lessons, student guidance or counseling (such as college or career related materials), or incidental to a school sponsored activity or extra-curricular program are not governed by this procedure. District and building newsletters, announcements of District functions or communications originated by the District are not covered by this procedure.~~
3. ~~Materials promoting special offers or discounts for services, in which the offer is specific to Ankeny Community School District staff and/or their families will be posted in a special staff related section of the District website, annually.~~
 - A. ~~Posters for these offers may be posted in the faculty/staff lounge at the building principal/administrator discretion.~~
 - B. ~~Materials will not be distributed to staff members in their mailboxes.~~
 - C. ~~Materials will not be e-mailed to staff members.~~
 - D. ~~Any occasion, incident or situation that would violate the state gift law will not be distributed.~~
 - E. ~~Materials will not be distributed to students.~~

Adopted:
July 16, 2012

Reviewed:
November 21, 2016
August 6, 2018
November 3, 2022

Revised:
November 21, 2016
August 6, 2018
December 19, 2022

200 SERIES – BOARD OF DIRECTORS
203.90 Naming of Facilities

The district may grant naming rights to district facilities, including buildings and grounds, and to district-sponsored events. Ankeny Public Schools recognizes two circumstances in which the District may grant naming rights: Naming rights in consideration and/or naming rights in recognition. In each circumstance, the District shall enter into a written agreement about the nature, duration, and renewability (or lack thereof) of the naming right. The provisions of this policy shall govern any such agreement.

In granting naming rights, the district shall strive to maintain an appropriate balance between commercial considerations and the way names contribute to the district's sense of identity and in assisting individuals to orient themselves within a campus. The district shall consider the long-term effect of naming rights and shall only grant them if they are consistent with the district's mission and statutory obligations. The district shall not grant a naming right without first receiving the written consent of the named part(ies).

The district has the discretion in each instance of naming rights to determine whether to provide a physical display acknowledging the naming rights.

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

- Termination by the District – The District reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute. This decision is at the sole discretion of the District and shall be recommended by the superintendent/designee for action by the board.
- Termination by the Named Party – The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the district directly brings the named party into disrepute.

Naming Rights for Facilities

Naming rights for facilities, buildings, or grounds may be initiated through a Board motion, and/or a recommendation of the Superintendent, or by application from the community which would need to be approved by the Board. For the purpose of this policy, "facilities" shall be defined as district-owned buildings and property. Naming rights may be awarded for facilities including but are not limited to the following: auditoriums/theaters; gymnasiums; libraries; gardens/walks; athletic fields; concession areas; locker rooms; classrooms; other facilities named by the board not specifically mentioned.

When the board determines that naming rights will be available for facilit(ies), the board shall establish a facility naming committee composed of employees, students, parents, and/or other community members when naming or renaming facilities. The superintendent/designee shall serve as chairperson for the committee and shall determine the timelines, schedules, and name collection procedures for completing the committee's assignment.

The Board has discretion to determine whether "Naming for Consideration" or "Naming for Recognition" will apply. "Naming for Consideration" is given in recognition of financial contributions, sponsorship, and/or other commercial transactions including the provision of equipment, materials, land, and/or services. These contributions may be used at the district's discretion and may be transferred by mutual agreement of all parties. "Naming for Recognition" is given to acknowledge a significant contribution to the district, community, state, and/or nation. At least one of the following criteria must be met to grant Naming Rights for Recognition: (1) outstanding service to the district and/or to the Ankeny

community; (2) achievement(s) of alumn(i); and/or (3) voluntary financial and/or other contribution from a donor by way of donation, bequest, and/or sponsorship not rendered in consideration of granting of naming rights. “Naming for Recognition” may not be transferred.

The party after whom and/or in whose honor a facility is named shall have no rights to determine the facility’s purpose and/or use unless said rights are explicitly and specifically provided in the written agreement between the parties. The designation of a facility in honor of a named party shall not cause that party to have liability with respect to that facility unless otherwise explicitly provided for in a contract between the parties; such determinations of liability shall be included in any agreement for naming rights.

When the board approves the naming of a facility, the superintendent/designee shall propose the monetary valuation of each naming right, taking into account market comparisons, and present it to the Facilities and Finance Committee for confirmation. This amount shall then be presented to the Board for approval.

~~The administrative rules will set forth the process for naming.~~

~~The Board will establish a Facility Naming Committee when naming or renaming facilities. The Superintendent/designee will serve as chairperson for the committee. The chairperson shall determine the timelines, schedules and name collection procedures for completing the committee’s assignment. The committee may include stakeholder groups including students, parents, certified staff, classified staff, administration and community.~~

~~The Ankeny School District believes that it may grant naming rights to include District facilities, including buildings, grounds, and school sponsored events. This policy does not include scholarships or research grants.~~

Naming Rights for Events, Activities, and/or Performances

~~The relevant attendance center(s) activities department(s) may entertain requests for naming rights for For school district-sponsored events, activities, and/or performances, subject to the approval of the superintendent/designee., the Activities Department may entertain requests for naming rights when an application is submitted. Naming for events, activities, and/or performances shall only be “for recognition” as defined above. The Activities Department will use the process delineated in administrative rules for determining naming rights. Naming of an event or activity does need Superintendent/designee approval, but does not need Board approval.~~

~~Naming Rights for facilities, buildings, or grounds may be initiated through a Board motion, a recommendation of the Superintendent, or by application from the community which would need to be approved by the Board. The Board has discretion to determine whether “Naming for Consideration” or “Naming for Recognition” will apply. The administrative rules will set forth the process for naming.~~

General Statement of Policy

~~Ankeny Public Schools recognizes two circumstances in which the District may grant naming rights: Naming rights in consideration and naming rights in recognition. In each circumstance, the District enters into a written agreement about the nature of the naming right. The provisions of this policy govern any agreement.~~

Definitions

~~“Facilities” are district-owned buildings and properties, including outdoor fields, streets and areas. Items, for which naming rights may be awarded, include but are not limited to the following:~~

- Auditoriums/Theaters
- Gymnasiums
- Libraries
- Gardens/Walks
- Athletic Fields/Facilities
- Concessions/Locker Rooms

- **Rooms**
- ~~Other facilities named by the board not specifically mentioned.~~
- ~~“Naming rights in consideration” is recognition for financial contributions, sponsorship or other commercial transactions. Naming rights for consideration does not apply to activities or events.~~
- ~~“Naming rights in recognition” is recognition of a significant contribution to the District, community, state or nation or an alumnus that the district wishes to honor.~~

Naming Rights in Consideration

- ~~The District may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions may be used at the discretion of the District.~~

Naming Rights in Recognition

- ~~The District may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the District.~~
- ~~One of the following criteria must be met for granting naming rights in recognition:~~
- ~~Recognition of outstanding service to the District while serving in an academic, activities, or administrative capacity or outstanding service to the Ankeny community; or~~
- ~~Recognition of the achievements of distinguished alumni; or~~
- ~~Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), such being voluntary and not rendered in consideration of granting of naming rights.~~

Granting Naming Rights

~~In granting naming rights, either “in consideration” or “in recognition,” due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and spaces contribute to the District’s sense of identity as well as their role in assisting staff, students and visitors to orient themselves within a campus.~~

~~The granting of naming rights must always be consistent with the District’s mission and vision. The long-term effects of the naming rights must be considered.~~

~~Each granting of Board approved naming rights is bound by a written agreement defined by this policy and all other applicable board policies.~~

Informed Consent

- ~~The District shall not grant a naming right without the informed consent of the named party.~~

Guidelines for Nomination of Naming Rights

~~When the board approves the naming of a facility (as defined above). The Superintendent will first decide the monetary valuation of each naming right after receiving a recommendation from the CFO who may take advice from such persons or other professionals, as needed. The CFO will take the monetary valuation estimate to the facility committee for a confirmation. Each case should take into account market comparisons for naming rights for which professional advice may be sought.~~

Duration of Naming Rights

- ~~The duration of naming rights is decided or negotiated on a case-by-case basis, and will be included in resolution acted on by the board.~~

Renewability

- ~~In the board action, the naming rights may be renewed beyond the agreed upon time noted in the board resolution. Naming rights may be renewed by mutual agreement between all parties.~~

Adopted:
January 7, 2008

Reviewed:
December 16, 2009
February 17, 2014
June 16, 2014

June 18, 2018
November 3, 2022

Revised:
February 2, 2009
February 17, 2014
June 16, 2014
June 18, 2018
December 19, 2022

400 SERIES – STAFF PERSONNEL
400.58 Suspension

~~All district employees shall~~ ~~Employees will~~ perform their assigned jobs, respect and follow ~~Board-board~~ policy, and obey the law. The ~~s-~~Superintendent/designee in their discretion may be authorized to suspend an employee with or without pay pending ~~b~~Board action on a discharge, ~~e-or~~ during an investigation of charges against the employee, and/or for disciplinary purposes.

~~It is within the discretion of the Superintendent/designee to suspend an employee with or without pay.~~ Pursuant to Iowa law, any employee suspended with pay as part of an investigation ~~that who~~ is ultimately terminated for criminal conduct related to the investigation, ~~shall will~~ be required to reimburse the district for the pay earned while on paid suspension.

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

Legal Reference:

Iowa Code §§ 20.7, .24

Northeast Community Education Association v. Northeast Community School District, 402 N.W.2d 765 (Iowa 1987).

McFarland v. Board of Education of Norwalk Community School District, 277 N.W.2d 901 (Iowa 1979).

~~Iowa Code §§ 20.7, .24 (2009).~~

Cross Reference:

400.15 Employee Conduct and Appearance

405.40 Dismissal-Classified

Adopted:

January 17, 2011

Reviewed:

January 16, 2012

May 15, 2017

November 3, 2022

Revised:

January 16, 2012

December 19, 2022

500 SERIES – STUDENT PERSONNEL
502.50 Expulsion

~~The board may, by a majority vote, expel a student from school for a violation of board policy, school rule(s), and/or the law. When a student is expelled, the student is removed from the school environment and not eligible to receive educational services from the district for a set period of. The removal of a student from the school environment, which includes, but is not limited to, classes and activities, is an expulsion from school. Students may be expelled for violations of Board policy, school rules or the law. It is within the discretion of the Board to discipline a student by using an expulsion for a single offense or for a series of offenses depending on the nature of the offense and the circumstances surrounding the offense.~~

~~The superintendent/designee may in their Only the Board may remove a student from the school environment. The removal of a student from the school environment, which includes, but is not limited to, classes and activities, is an expulsion from school.~~

~~Students may be expelled for violations of Board policy, school rules or the law. It is within the discretion of the Board to discipline a student by using an expulsion for a single offense or for a series of offenses depending on the nature of the offense and the circumstances surrounding the offense.~~

~~It is within the discretion of the Superintendent/designee to recommend to the Board the expulsion of a student for disciplinary purposes to the board. Only the Board-board may take action to expel a student. It is within the board's discretion to expel a student for a single offense or for a series of offenses depending on the nature of the offense and the circumstances surrounding the offense. Except as specifically permitted by the board, an expulsion results in a loss of credit for the then current semester and any additional semester included in the expulsion period. and will be readmitted only by the Board or in the manner prescribed by the Board. The principal/designee will keep records of expulsions in addition to the Board's records.~~

~~The superintendent/designee shall provide When a student is recommended for expulsion by the Board, the student is provided with:~~

- Notice of the reasons for the proposed expulsion;
- The names of the non-student witnesses to the situation giving rise to the recommendation for expulsion and an oral or written report on the facts to which each witness testifies; the superintendent/designee shall have discretion whether to disclose the names of unless the witnesses are student witnesses whose names may be released at the discretion of the Superintendent/designee;
- An opportunity to present a defense against the charges and provide either oral testimony or written affidavits of witnesses on the student's behalf;
- The right to be represented by counsel; and
- The results and finding of the ~~B~~board in writing open to the student's inspection.

~~In addition to these procedures, a~~The district shall provide a special education student recommended for expulsion must be provided with additional procedural safeguards as required by lawes. Specifically, a

~~A determination should be made of whether the student is actually guilty of the misconduct. A staffing team should shall determine whether if the student's behavior that is the subject of the potential recommendation for proposal is caused by the student's disability and/or whether the conduct is the result of inappropriate placement. If the staffing team determines the special education student's conduct is not caused by the disability, the student may be expelled or suspended following written notice to the parent and pursuant to the district's expulsion hearing procedures. If the misconduct is determined to be caused~~

by the disability and a change in placement is recommended, the change must be made pursuant to the placement procedures used by the district. The staffing team shall record discussions and conclusions related to this determination of this meeting should be recorded.

If the special education student's conduct is not caused by the disability, the student may be expelled or suspended following written notice to the parent and pursuant to the District's expulsion hearing procedures. If the misconduct is caused by the disability and a change in placement is recommended, the change must be made pursuant to the placement procedures used by the District. A student expelled from the district shall only be readmitted by the board and/or in the manner prescribed by the board. The principal/designee will keep records of expulsions in addition to the board's records.

Legal Reference:

Goss v. Lopez, 419 U.S. 565 (1975).

Wood v. Strickland, 420 U.S. 308 (1975).

Southeast Warren Comm. School District v. Dept. of Public Instruction, 285 N.W.2d 173 (Iowa 1979).

Iowa Code §§ 21.5; 282.3, .4, .5 (2007).

281 I.A.C. 12.3(8).

Cross Reference:

502.00 Student Rights and Responsibilities

503.00 Student Discipline

503.01 Student Conduct

Adopted:

October 21, 1990

Reviewed:

October 19, 2009

June 17, 2013

May 21, 2018

November 7, 2022

Revised:

October 19, 2009

June 17, 2013

May 21, 2018

December 19, 2022

500 SERIES – STUDENT PERSONNEL
502.20 Tobacco Products, Alcohol, Drugs

Students may not distribute, dispense, manufacture, possess, use, and/or be under the influence of the following while on ~~District~~district property, while on property within the jurisdiction of the ~~District~~district, while ~~on in~~ ~~District~~district-owned and/or ~~District~~district-operated vehicles, while on vehicles chartered by the ~~District~~district, while attending and/or engaged in ~~District~~district activities including field trips and district-related events away from district property, and/or while away from ~~District~~district grounds if the prohibited behavior directly impacts the good order, efficient management, and/or welfare of the ~~District~~district:

- Beer, wine, alcohol
- Tobacco, cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, snus, nicotine products, ~~e-~~cigaretteselectronic smoking devices and/or vapes and/or their components (e.g., battery, atomizer, cartomizer, clearomizer)
- and substances used in those devices whether or not they contain nicotine, (e.g., battery, atomizer, cartomizer, clearomizer)and accessories such as lighters, filters, rolling papers and pipes
- Over-the-counter and/or prescription drugs used for improper purposes
- Other controlled substances as defined by state and/or federal law
- “Look alike” substances that appear to be tobacco, beer, wine, alcohol, and/or other controlled substances

~~The Board believes such illegal, unauthorized or contraband materials generally cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, or visitors.~~

Violation of this policy ~~will shall~~ result in disciplinary action up to and including; ~~but not limited to,~~ suspension or expulsion, including but not limited to prohibition from participation in athletics and/or activities. Additionally, the use, purchase, possession, and/or being under the influence of the substances outlined in this policy may be reported to law enforcement when the alleged action is unlawful.

The district may require ~~S~~students who violate the terms of this policy ~~may be required~~ to satisfactorily complete a substance abuse assistance or rehabilitation program approved by the ~~Superintendents~~superintendent/designee. If the program is successfully completed, the student may return to the assigned attendance center and receive credits earned for approved coursework completed while in the rehabilitation program. If the student does not complete the rehabilitation program, the student may be subject to discipline including; ~~but not limited to,~~ suspension or expulsion.

Legal Reference:

34 C.F.R. Pt. 86.

Iowa Code §§ 123.46; 124; 279.8, .279.9; 453A.

281 I.A.C. 12.3(9).

Cross Reference:

502.50 Expulsion

503.01 Student Conduct

503.60 Good Conduct Rule

504.32 Administration of Medication to Students

507.00 Substance Abuse Prevention Program

Adopted:

February 21, 1983

Reviewed:

September 17, 1990

July 20, 2009

February 18, 2013

March 24, 2014

October 19, 2020

November 7, 2022

Revised:

September 17, 1990

July 20, 2009

February 18, 2013

March 24, 2014

October 19, 2020

December 19, 2022

800 SERIES – BUSINESS PROCEDURES
801.81 Transfer of Funds

Interfund Loan Transfer

The ~~Board~~board may loan monies between accounts as it deems necessary. The loan from one account to another ~~will~~shall be at a rate determined by the ~~Board~~board that is at a rate equal to the average monthly rate paid to the ~~District~~district on idle funds invested in the Iowa School Joint Investment Trust Program, ~~; that rate may not~~ but cannot exceed the maximum amount lender(s) may charge for warrants as published by the Treasurer of Iowa. The period of the loan shall be no longer than the fiscal year in which the loan was initiated.

Permanent Funds Transfer

When a fund's ~~the~~ necessity ~~for a fund~~ has ceased to exist, the district may pass a board resolution to transfer the fund's balance ~~may be transferred~~ to another fund or account ~~by board resolution~~. ~~School-~~District monies received without a designated purpose may be transferred in this manner. ~~School-~~District monies received for a specific purpose or upon vote of the people may only be transferred, by ~~Board~~board resolution when the purpose for which the monies were received has been completed. Voter approval is required to transfer monies to the general fund from the capital projects fund and debt service fund.

By ~~Board~~board resolution, funds exceeding the cost of the operating the Before and After School Program may be moved to the general fund, for the purchase of instructional technology equipment following a public hearing. ~~The proposed use of the funds will be for instructional technology equipment.~~

~~It shall be the responsibility of the~~ The BChief Financial Officer~~board secretary shall~~ shall ~~to~~ make recommendations to the ~~Board~~board regarding loans and transfers and ~~to~~ provide supporting evidence for ~~the any such~~ transfer.

Legal Reference:

Iowa Code §§297.36, 74A ~~(2009)~~

Approved:

August 17, 2009

Reviewed:

August 3, 2009

July 21, 2014

July 16, 2018

November 3, 2022

Revised:

August 3, 2009

July 21, 2014

July 16, 2018

December 19, 2022

800 SERIES – BUSINESS PROCEDURES
805.30 Student Records

The ~~Superintendentsuperintendent~~/designee shall ensure the district creates and maintains a cause to have initiated and maintained a complete individual permanent record for each student who enrolls in the district. The ~~Superintendentsuperintendent~~/designee shall be responsible for the care and custody of all student records. All student records ~~are to shall~~ be preserved ~~either~~ in original form, microfilm, via a computer scanned image, and/or electronically.

Types of Records	Length of Time Kept	Method of Recording
Permanent record (evidence of attendance and educational progress, serves as an official transcript, contains other data for use in planning to meet student needs, and provides data for official school and school district reports, etc.)	Permanently	Electronic
Cumulative record (courses taken, scholastic progress, school attendance, physical and health record, experiences, interests, aptitudes, attitudes, abilities, honors, extracurricular activities, part-time employment, and future plans, etc.)	2 years beyond graduation (or after transferred)	Electronic
Medicaid Files and Claims	Permanently	Electronic: after 2 years/Paper for 2 years
Profiles and Grade Books	Permanently	Electronic
SES Reports	10 years	Paper
SPED Counts	10 years	Paper

Reviewed:
 August 18, 2003
 March 22, 2011
 December 19, 2016
 July 16, 2018
November 3, 2022

Revised:
 August 18, 2003
 March 22, 2011
 July 16, 2018
December 19, 2022

1000 SERIES – DISTRICT-COMMUNITY RELATIONS
1004.60 Community Fundraising

Fundraising for purposes of this policy is defined as activit(ies) conducted by students, their families, and/or staff to raise money and/or other resources for educational and co-curricular programs of the district. Fundraising pursuant to this policy shall be raise money or other resources that is approved by the appropriate administrative district personnel operating in the name of the school and for which the school provides the administrative processes for collection. Such activities Fundraising may take place on or offaway from ~~D~~ district property.

~~activities conducted by students, their families, and/or staff to raise money for educational and co-curricular programs of District schools.~~ The ~~Board~~ board values fundraising for the benefit of all buildings within the ~~District~~ district and, where possible, encourages the equitable distribution of these funds.

Any participation in community fundraising shall have a specific purpose, be is-voluntary, and be purely at the discretion of the ~~person~~ potential participant, take into account the safety of students and staff, and ensure the transparency of fundraising goals. Before the beginning of a campaign, the relevant principal shall inform students and parents of the fundraiser's goal and provide an option to parents to make a contribution to the fundraising organization.

Fundraising may occur as a ~~District~~ district-wide effort and/or at the individual attendance center (building) and/or program level. The ~~Board~~ board may designate a ~~District~~ district-wide charitable giving campaign(s) the contributions to which. Those campaigns approved by the Board may be funded through payroll deductions.

Each attendance center Buildings may, at the discretion of the relevant building principal, choose to initiate up to three fundraising campaigns per school year. The final discretion for building campaigns rest with the building principal. The relevant building principal may also elect to allow ad hoc fundraising campaigns in response to needs for staff/community/family support. For building-level fundraising where the beneficiary of the fundraising is the school, the school shall consider other sources of funding before undertaking fundraising.

If items are being sold as part of a fundraiser, the percentage the district which will actually be gained net by the school organization should shall be explicitly be identified. Fundraising, i.e., if the purchase of \$20-worth of popcorn will net the organization \$5, this should be known. A person might prefer to give a \$5-donation rather than buy the \$20-worth of product.

Ssponsors should shall not set an amount that each student is required to raise and shall minimize. Rrewards to speciefie students for meeting fundraising targets should be minimized or given to the group as a whole. The cost of the rewards detracts from the net profit of the group. The emphasis should be on working for the activity or group rather than for themselves.

Prior to any purchase of, or fundraising for the purchase of goods or services for the district, the group organizing the fundraising shall confer with the superintendent/designee to ensure the goods and/or services for which the fundraising is intended meet district needs, goals, and standards. The district may, in its discretion, choose not to accept goods and/or services for which funds have been raised pursuant to this policy.

Funds raised for the district pursuant to this policy may be kept as part of the district's accounts. If fundraising is for the building, the relevant building principal/designee shall complete and submit a

fundraising reconciliation report according to business office procedures. The district's cash handling procedures shall be followed for all fundraisers.

~~Safety of students and the participation in these events is primary.
Fundraising goals should be transparent.~~

R.R. 1004.60 Community Fundraising

Fundraising

~~Fundraising is any activity, permitted under a school board's policy, to raise money or other resources that is approved by the appropriate administrative personnel operating in the name of the school and for which the school provides the administrative processes for collection. Such activities may take place on or off District property.~~

Guiding Principles:

~~Participation is voluntary.~~

~~Participation should be consistent with the mission and values of the District.~~

~~Safety of students and the participation in these events is primary.~~

~~Fundraising goals should be transparent.~~

Fundraising sponsors shall take the Fundraising for Building Efforts:

~~Each year the building may select no more than three building fundraising activities.~~

~~Principals will be the liaison for fundraising purposes with the charitable organization or fundraising company. Before the beginning of a campaign, students/parents should be informed of the goal of the fundraiser and given an option to write a check to the organization. Fundraising goals should support building goals.~~

~~Each fundraiser should have a specific purpose. If using an outside vendor for a sales project, the student should be able to state with clarity the purpose of the fund-raising campaign.~~

~~For building level fundraising, where "the beneficiary" of the fundraising activity is the school, consider other sources of funding before fundraising is undertaken.~~

~~If items are being sold, the percentage which will actually be gained by the school organization should be identified, i.e., if the purchase of \$20 worth of popcorn will net the organization \$5, this should be known. A person might prefer to give a \$5 donation rather than buy the \$20 worth of product.~~

~~Sponsors should not set an amount that each student is required to raise. Rewards to specific students should be minimized or given to the group as a whole. The cost of the rewards detracts from the net profit of the group.~~

~~The emphasis should be on working for the activity or group rather than for themselves.~~

~~If the fundraising is for the building, a completed fundraising reconciliation report will be required.~~

~~Cash should not be kept within building offices, classrooms, or by individuals. Any cash collected during the day should be turned over to the business office at the close of each school day.~~

~~The District district wellness policy into consideration 504.11 must be considered when planning fundraisers when planning a fund raiser. Contact the business office or refer to policy 504.11 for specific information.~~

~~Building facilities used for the fundraising event after the school day must be scheduled through Community Engagement. Any facility cost will be waived.~~

Student Humanitarian Fundraising:

Students may raise funds for humanitarian causes/efforts with permission of the building principal.

Students interested in doing this shall complete and submit ~~should fill out~~ a fundraising purpose statement and provide to the relevant school principal/designee at least 48 hours prior to any proposed fundraising activity. ~~It must be approved by~~ The relevant building principal must approve any such fundraiser prior to before any fundraising activity can proceed. The principal must receive a minimum of "48 hours"

~~notice before any fundraising activity occurs.~~ Students ~~are leading the fundraising reminded that they~~ are responsible for securing and appropriately caring for funds collected ~~and are responsible for securing these funds.~~ District employees shall ~~Teachers or other District personnel should~~ not handle/hold cash for student fundraising initiatives.

Students must shall adhere to these ~~rules and regulations~~requirements or the fundraising activity ~~will~~ shall be discontinued.

Fundraising activities ~~must shall be take place~~ during non-instructional times; ~~fundraising and if those activities that~~ cause disruption to the school environment shall ~~functions or to student decorum, those activities will~~ be discontinued. ~~Students who are approved may, after consultation with the Community Engagement office, use facilities free of charge.~~

Fundraising for District Level Activities:

~~The Board of Education will annually approve participation in a District-wide program. Any program approved by the Board, may use payroll deductions.~~

Fundraising by Parent/Student Organizations:

Subject to the terms of this and other board policies and law, ~~P~~parent, booster, and/or student organizations may ~~engage in proceed with~~ fundraising activities on behalf of curricular or extracurricular activities. The organization shall seek the consent of the relevant Activities Director and/or building principal prior to undertaking the relevant fundraising efforts. The fundraising effort shall not commence until the Activities Director or relevant building principal has approved the fundraiser. Student/parent fundraising activities shall reflect the values of the district, be appropriate for the age group, and explicitly communicate the reason for the fundraiser. Any gambling or raffle activity shall meet the laws of the State of Iowa.

Student/parent organizations with fundraising plans are encouraged to meet with the relevant building principal(s) to minimize overlap in fundraising efforts.

1004.60F: Please download the forms and enter information in the fillable portions.

Activity Report-Permission Request

Resale Reconciliation

Cross Reference:

503.06 Student Fund Raising

Adopted:

July 15, 2013

Reviewed:

June 18, 2018

November 3, 2022

Revised:

June 18, 2018

December 19, 2022

1000 SERIES – DISTRICT-COMMUNITY RELATIONS
1004.50 Community Use of District Facilities

The district may make some and/or all of its facilities available to organizations and/or individuals to promote cultural, educational, civic, community, and/or recreational activities when the use does not interfere with and/or disrupt the educational program and/or a school-related activity, is consistent with law, and will end no later than 10:00 PM unless otherwise approved by the superintendent/ designee.

On rare occasions, the District may, in its discretion, permit renters to the use of District equipment and may require a custodial hire when such permission is granted.

All requests for the use of district facilities shall be submitted to the superintendent/designee for processing by the Community Engagement department.

The district reserves the right to deny use of the facilities and equipment to an entity for any lawful reason. The district has the discretion to temporarily alter and/or suspend the use of district facilities and/or to modify the process by which district facilities are rented without notice, provided that such action is not undertaken for an unlawful purpose.

Entities that use district facilities and/or equipment shall leave the facilities and/or equipment in the same condition they were in prior to use. Inappropriate use of district facilities and/or equipment may result in additional fees and/or restrictions on future use of facilities and/or equipment.

Typically, a custodial hire is required when using District equipment. The District reserves the right to deny use of the facilities and equipment to an entity.

Any district employee interested in using district facilities for a purpose other than performance of their duties as a district employee shall do so as a renter not a district employee.

~~On rare occasion, the District may permit the use of District equipment. Typically, a custodial hire is required when using District equipment. The District reserves the right to deny use of the facilities and equipment to an entity.~~

~~Entities that use District buildings, equipment or sites must leave the building, equipment or site in the same condition it was in prior to its use. Inappropriate use of District facilities and equipment may result in additional fees charged to, or the inability of, the entity to use District facilities or equipment in the future.~~

~~The It is the responsibility of the Ssuperintendent/designee to shall develop a fee schedule for the Board's approval and to develop administrative regulations regarding this policy.~~

~~The District has the discretion to temporarily alter and/or suspend the use of District facilities and/or to modify the process by which District facilities are rented without notice, provided that such action is not undertaken for an unlawful purpose.~~

Legal Reference:

*Iowa Code §§ 8D; 276; 278.1(4); 279.8; 297.9-.11; 123.46
1982 Op. Att'y Gen. 561.
1940 Op. Att'y Gen. 232
1936 Op. Att'y Gen. 196*

Cross Reference:

406.30 Hazardous Chemical Disclosure

802.41 Use of District Property and Equipment
902.10 Use of Tobacco at School Facilities
1004.40 Fees for Use of District Facilities

Adopted:
April 2, 1990

Reviewed:
January 24, 2008
June 20, 2011
March 20, 2017
July 15, 2019
February 17, 2020
September 21, 2020
November 3, 2022

Revised:
February 4, 2008
June 20, 2011
March 20, 2017
July 15, 2019
February 17, 2020
September 21, 2020
December 19, 2022

~~Determining and Allowing Community Use of District Facilities~~

~~All requests for the use of District facilities will be submitted to the Superintendent/designee.~~

- ~~1. The Community Engagement Department will:
Confirm availability on the building calendar and act upon the request following the established policies. General education classrooms are not available for community use associated with this policy and supporting regulation.
a. Establish that proper activities will be carried on which will not cause damage to facilities or equipment.
b. Clear all non-routine or questionable requests for facility usage with the Superintendent/designee.~~
- ~~2. Permission granted for facility usage by the Community Engagement Department will be made in writing through the signing of a contract with the representative of the group making the request. A refundable damage deposit and additional staff hires may be required and will be noted in the contract.~~
- ~~3. Two copies of the signed contract will be required; one to be retained by the Community Engagement Department and one for the renter.~~

~~Revised:
June 20, 2011
March 20, 2017
July 15, 2019
February 17, 2020~~

R.R. 2—#1004.50

Indoor and Outdoor Community Group Usage

The Community Engagement Department/designee will collect, in full, the rental fee at time of contract signing for Class III and IV groups unless otherwise arranged by the Community Engagement

~~Department. Class II groups will be billed through the Community Engagement Department after the date of facility use.~~

~~There may be a cancellation fee of 20% (except for classrooms) or a minimum of \$25, if notification is given less than two weeks prior to the event.~~

- ~~1. The group representative is responsible for the facility to be left in the same condition as it was upon entering and will be responsible for all regulations as specified within the District facilities rental contract.~~
- ~~2. Indoor throwing of baseballs or softballs by renters is strictly prohibited. Baseballs and softballs designed for indoor use may be used for special events with permission from the Community Engagement Department.~~

~~Donations or other improvements to District property shall be made in accordance with Board Policy 802.70 Gifts, Donations, Grants, and Bequests.~~

~~Revised:~~

~~June 20, 2011~~

~~March 20, 2017~~

~~July 15, 2019~~

R.R. 3 — # 1004.50

Use of Outside Green Spaces

~~The publicly owned and maintained green spaces of the District are generally available for community use when such use does not conflict with District programs or interfere with the maintenance, site improvement plans, or other needs of the District.~~

~~The District requires and expects safe and responsible use of the green spaces. The user group is responsible for safe and equitable use of green spaces. A first-come, first-served protocol is in effect, and organized teams are expected to occupy a field or diamond space for no more than one (1) hour when another group is waiting for the same green space.~~

~~User groups are responsible for leaving green spaces in at least the same playable condition as when they arrived. Litter, garments, equipment, and other items brought to the outdoor facility should be properly and promptly removed.~~

~~Donations or other improvements to District property are possible but only by advanced acceptance of the District and only with the understanding that such improvements are the permanent property of the District which will administer no special privileges to the donor.~~

~~By State statute, the possession or consumption of alcoholic beverages is illegal in or on property controlled by the District. By Board Policy 902.10 Use of Tobacco at School Facilities, smoking is not allowed in or on any District facility and grounds, including District vehicles. Motorized vehicles are prohibited from non-paved outdoor District facilities/green spaces, except when authorized. Such non-District usage requires written, specific authorization by the Community Engagement Department.~~

~~Revised:~~

~~June 20, 2011~~

~~March 20, 2017~~

~~July 15, 2019~~

R.R.4 — # 1004.50

Group Usage of District Facilities

~~A. Group representative will be the first inside the facility and the last to leave, making sure the facility is left in the same condition as it was upon entering.~~

~~1. The group using the facility must have at least one adult present during the time the facility is being used.~~

~~2. For youth functions such as dances or birthday parties, the sponsor must provide at least one adult chaperone per 10 students.~~

~~B. Group representative will be responsible for following all regulations for facility. The group representative will, as necessary, inform the group of all regulations, enforce these regulations, or call law enforcement or District officials for emergency assistance.~~

1. The facility space must be used solely for the purpose it was originally intended as set forth with the Community Engagement Department at time of contract signing.
 2. When gymnasiums or multi-purpose rooms are used, the only activities permitted are those which would normally be termed as indoor activities. Activities that are normally outdoor activities (such as golfing, roller blading, soccer, throwing baseballs or softballs) are routinely prohibited.
 3. Smoking is prohibited in public school District buildings and/or on District grounds (Policy 902.10 Use of Tobacco at School Functions)
 4. There will be no alcoholic liquors or beverages, or drugs brought to or consumed in the District building or on District grounds. (Policy 502.20 Tobacco Products, Alcohol, Drugs)
 5. No beverages or foods are to be brought into the facility unless previously approved by the Community Engagement Department. Food and drinks are only permitted in the lunchroom. Great care must be exercised when using these items.
 6. All debris and garbage must be picked up by the renter and placed in outdoor dumpsters.
- C. Group representative assumes financial responsibility individually and on behalf of the organization being represented for any part of the facility or contents made available therein that may be damaged or stolen during the hours the building was in use by the organization.
- D. Group representative will be liable for any and all losses, damages, or injuries sustained by any person due to the negligence of the renter. The group representative is responsible for proper management of parking, building, and crowd control with special regard for safety and capacity limits. The group representative will indemnify and hold harmless the District from any and all losses, damages, or injuries. The group may be denied future facility usage in the event of group abuse of usage privileges.
- E. In the event of inclement weather, the group representative is responsible to coordinate all notifications of any postponements or cancellations. This includes contacting the Community Engagement Department prior to 4:30 p.m. Monday-Friday so that doors maybe appropriately programmed. If snow removal is needed outside of school hours, then the group is responsible to prepare clean, safe access for evening, weekend or holiday usage.

Revised:

June 20, 2011

March 20, 2017

July 15, 2019

Adopted: April 2, 1990

Reviewed: January 24, 2008

June 20, 2011

March 20, 2017

July 15, 2019

February 17, 2020

September 21, 2020

Revised: February 4, 2008

June 20, 2011

March 20, 2017

February 17, 2020

September 21, 2020