

Ankeny Community Schools is unified in its commitment, passion, and vision so every learner is prepared to achieve a lifetime of personal success.

Minutes Ankeny School Board Meeting April 18, 2022 5:00 PM

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

Members Present

Trent Murphy - President Ryan Weldon - Vice President Sarah Barthole Joy Burk Katie Claeys Aaron Johnson Amy Tagliareni

Board Members Absent

Others in Attendance

See Attached List

1. Call To Order

- a. Board Meeting Access
 - Livestream: www.YouTube.com/AnkenySchools
 - The Board meeting will be held in the west gym at Prairie Ridge Middle School, 1010 NW Prairie Ridge Dr., 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 Joy Burk, it was RESOLVED: The Board approved a motion to approve and accept this agenda with an amendment to item 6c personnel report.

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

Motion carried 7 - 0.

3. Work Session

- a. DEI Framework
- 4. Pledge of Allegiance
- 5. Communication From The Public
 - a. Renee Potts Reflection of Moving Forward
- 6. Consent Agenda
 - a. Board Minutes
 - April 4, 2022 Regular Board Minutes
 - b. Paid Bills
 - c. Personnel Report Amended
 - d. Approval of Consent Agenda

On a motion by Amy Tagliareni 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, Murphy, Tagliareni, Weldon.

Motion carried 7 - 0.

7. Information Only

- a. Presentation: French Exchange
- b. Facilities & Finance Committee Minutes March 3, 2022
- c. Policy Committee Meeting Minutes February 2022

d. Revenue Expenditure Report - March 2022

8. Old Business

a. Construction Change Orders

On a motion by Amy Tagliareni and seconded by Joy Burk, it was RESOLVED: The Board approved a motion to approve and accept the construction change orders as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Murphy, Tagliareni, Weldon.

Motion carried 7 - 0.

b. Contracts and Agreements

- American Water Treatment, Inc Service Agreement April 18, 2022 for \$12,973.04
- CodeHS Subscription License July 1, 2022 June 30, 2023 for \$13,000
- Resource Consulting Engineers, LLC Not to exceed \$50,000 for Summit and Beyond School HVAC System Retrofit
- MercyOne Agreement April 18, 2022- 3 Year Agreement
- Revere Plastics Systems, LLC April 18, 2022 April 11, 2023
- Mom's Meals April 18, 2022 April 5, 2023
- SVPA Architects Northview Stadium Improvements Phase 3 Proposal for Design Services
- eFinance Plus Upgrade April 18, 2022 April 3, 2023 for \$2,475.00
- Independent Professional Services Agreement Samantha Robiliard Audition Clinician Services April 18, 2022 April 21, 2022 for \$650.00
- Franklin Covey Leader in Me Renewal Agreement 2022-2023 \$67,900.00 Westwood Elementary, Northeast Elementary, Southview Middle School, Northview Middle School, East Elementary, Parkview Middle School, Crocker Elementary, Prairie Ridge Middle School, Heritage Elementary, Southeast Elementary, Rock Creek Elementary, Ashland Ridge Elementary, Northwest Elementary, and Prairie Trail Elementary
- Apple Payer Facilitation Request St. Luke's Catholic Church
- PPME Renewal Contract 2023

On a motion by Aaron Johnson and seconded by Ryan Weldon, 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, Murphy, Tagliareni, Weldon.

Motion carried 7 - 0.

c. Policies - 2nd and Final Reading

- 501.07 Student Transfers Out or Withdrawals
- 501.31 Open Enrollment Transfers into the District
- 501.32 Open Enrollment Transfers Out of the District
- 501.06 Student Transfers In
- 501.15 Student of Legal Age
- 501.20 Entrance Requirements Evidence of Age
- 501.30 School Attendance Areas

- 501.33 Student Building Assignments
- 501.35 Intra -District Open Enrollment
- 501.50 Resident Students
- 501.60 Non-Resident Students
- 505.09 Enrollment
- 802.55 Post-Issuance Compliance Regulation
- 802.56 Bond Disclosure Policy

On a motion by Amy Tagliareni and seconded by Aaron Johnson, it was RESOLVED: The Board approved a motion to approve and accept the policies, second of two readings, as presented. Policies are for immediate implementation upon second and final reading. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Murphy, Tagliareni, Weldon.

Motion carried 7 - 0.

d. Authorize issuance proceedings on not to exceed \$31.2 million SAVE Revenue Bonds

Superintendent's recommendation:

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

On a motion by Aaron Johnson and seconded by Ryan Weldon, it was RESOLVED: The Board approved a motion to approve the resolution appointing the paying agent, bond registrar, and transfer agent; approve the paying agent, bond registrar, and transfer agent and authorizing the execution of same; approve the tax exemption certificate; approve the continuing disclosure certificate; approve the resolution of the issuance and providing for and securing the payment of \$28,990,000 School Infrastructure sales, services and use Tax Revenue Bonds, Series 2022A and providing for a method of payment of said bonds as recommended.

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

Motion carried 7 - 0.

e. Shared Use Agreements

On a motion by Amy Tagliareni and seconded by Aaron Johnson, it was RESOLVED: The Board approved a motion to approve the Shared Use Agreements as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Murphy, Tagliareni, Weldon.

Motion carried 7 - 0.

9. Board Member Reports

Director Johnson attended fun night and enjoyed it. It was great to see the community all together.

Director Burk along with Director Tagliareni visited with students from Copan and they had a great discussion. It was the goal of one of those students to return to the United States and it had Director Burk reflecting on how lucky we are to live in the United States. She really enjoyed her afternoon with the Copan students. Director Burk also attended the SIAC meeting and there was good conversation about DEI, the graduate profile and the strategic plan. She attended fun night at Prairie Trail like Director Johnson and attended a Leader in Me event as well. She expressed how great it is to be in our schools. She also thanked all those who assisted with set-up for the board meeting at Prairie Ridge.

Director Barthole attended a calendar committee meeting and is excited about our future options. She also attended the core team strategic plan meeting. She gained insight and there was great discussion. She looks forward to hearing from the community on their thoughts regarding the strategic plan. She attended fun night and the Leader in Me event as well.

Student representative Evie Neller attended fun night too and volunteered at the Gatorade walk. She and the students at fun night had a great time. She attended the strategic plan core team meeting and gained insight there.

Student representative Charlie Brink attended the strategic plan core team meeting and it was a great experience. She has a good friend who attended prom with a Copan student and a French exchange student and she thought it was awesome to bring all those different cultures together. ACHS is performing the musical *Chicago* this weekend and she invites the community to attend.

Director Weldon attended the strategic plan core team meeting and thought it was really fun to get together with other people that are passionate about the school district. It was very evident in the meeting that our community is passionate about our school district. He enjoyed seeing Dr. Pruitt's passion for our district as well. He thanked everyone involved from the core team.

Director Claeys attended a SIAC meeting and appreciated the perspective of the English Learner teacher with whom she sat. That teacher serves 85 students who speak 28 different languages and she has a lot of love and passion for her students. Director Claeys was excited to see the DEI framework, the strategic plan and the graduate profile at that meeting. She told the community about Pack the Pitch where the ACHS and AHS soccer teams are attempting to break the state attendance record at a soccer team and she invites the community to participate.

Director Tagliareni attended the Facilities and Finance committee meeting. She, along with Director Burk, visited with students from Copan and said that it really puts things into perspective and how we should be very grateful for what we have. She attended the strategic plan core team meeting and can attest to the passion in the room. It is appreciated regardless of the root of your passion. She is so proud to see the passion for our school district in the residents of Ankeny. She will soon begin her spring school tour. Director Tagliareni thanked Ken Morris, Jr. for his presentation on the DEI framework in addition to everyone who has been involved in the strategic plan, graduate profile and DEI work. She is excited to see the final tally of minutes of all the work that has gone into the strategic plan, graduate profile and DEI framework. She stated that Dr. Pruitt is doing exactly what the Board has requested of him in regards to involving the community in this work. He has offered dozens of entry points for community involvement. He is seeking feedback from anyone who wants to be heard. She sincerely thanks him for doing exactly what the Board asked for when they hired him.

Director Murphy thanked everyone for covering for him when he was unable to make it to the last two board meetings. He extended a thank you to Ken Morris, Jr. for allowing Board members to get out of their seats to interact during the work session and he thanked his daughter for attending the board meeting tonight.

10. Superintendent Reports

Dr. Pruitt thanked the members of the strategic planning core team for the feedback and discussion at the meeting and he looks forward to continuing that. There was really great discussion with parents and leaders at the SIAC meeting on Monday and he's really enjoying those meetings. He's hearing a lot of different perspectives that help inform how he works with the community and his team. The DEI framework, strategic plan and grad profile are online now so everyone has the opportunity to provide feedback on those documents. He wants the community to understand that critical feedback is needed feedback. Regarding the DEI framework, our district needed to bring in a third party to help us look at our district in a different way and to look at our district from an Ankeny perspective because we are unique; we are not the same as our surrounding districts. The feedback you provide will be used to further enhance the document that he will bring before the Board on May 16. We will have a work session on May 2 on the strategic plan in addition to West Wind findings and recommendations.

11. Closed Session

12. Adjournment

On a motion by Sarah Barthole and seconded by Amy Tagliareni, it was RESOLVED: The meeting was adjourned at 6:46pm.

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

Motion carried 7 - 0.

13. Exempt Session

The Board held a strategy meeting, and pursuant to Iowa Code 20.17, this portion of the meeting is considered "exempt" under the provisions of Chapter 20.

- a. Exempt Session No action taken
- b. Exempt Session No action taken

Respectfully Submitted,		
Board President	Board Secretary	



Board of Education Meeting April 18, 2022

Others in Attendance

Name

- 1. Samantha Aukes Director of Communications
- 2. Darin Haack Chief Officer of Operations
- 3. Jen Lindaman Chief Officer of Academics
- 4. Shannon Cole ACSD
- 5. Jennifer Jamison Chief Financial Officer/ Board Secretary
- 6. Dr. Erick Pruitt Superintendent
- 7. Sarah Murphy Recording Secretary
- 8. Jessica Dirks Chief Officer of Legal Affairs and Strategic Initiatives
- 9. Melissa Schilling District Counsel
- 10. Jodie Graham Director of Human Resources
- 11. Jon Davis ACSD
- 12. Ken Morris, Jr. Director of Equity and Inclusion
- 13. Evie Neller Student Board Representative
- 14. Charlie Brink Student Board Representative
- 15. Jill Urich ACSD
- 16. Shelley Rouse ACSD
- 17. Michelle Siefkas ACSD
- 18. Kathy Avey
- 19. Sue Murphy
- 20. Sue Hay
- 21. Jana West
- 22. Beth Wartick
- 23. Jan Brown
- 24. Debra Neppl
- 25. Carole Eckles Harding
- 26. Sara Doruska
- 27. Kimberly Reicks
- 28. Jeff Fahrmann
- 29. Renee Potts
- 30. Laura Leutje
- 31. Julie Mangels
- 32. Eric Mangels
- 33. Tammy Simms ACSD
- 34. Angela Worley Petersen ACSD
- 35. Julianne Stevens
- 36. Cameron Larson
- 37. Ava Lofgren

- 38. Heather Murphy39. Jae Dwyer40. Darnell Loatman41. Shelly Northway42. Jim Ford



Item Cover Sheet

Title: DEI Framework/ Initial Audit Findings

ATTACHMENTS:

File Name Description Type Upload Date

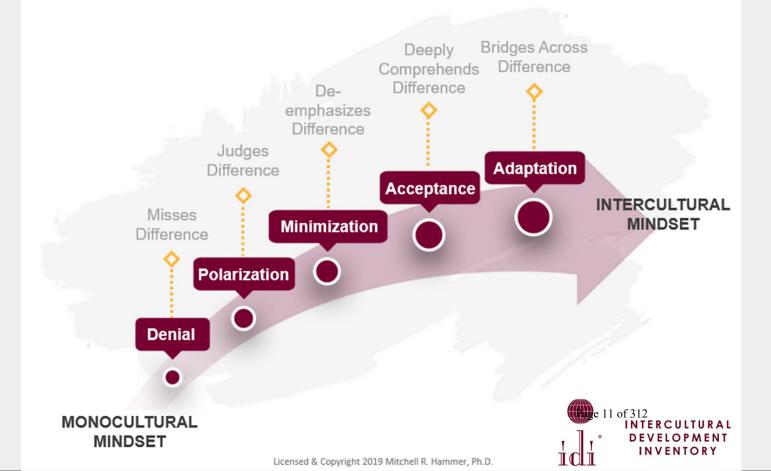
DEI_Framework School Board Work Session.pdf DEI Work Session Support Document 4/13/2022



DEI Framework

School Board Work Session Facilitator: Ken Morris, Jr. Director of Equity

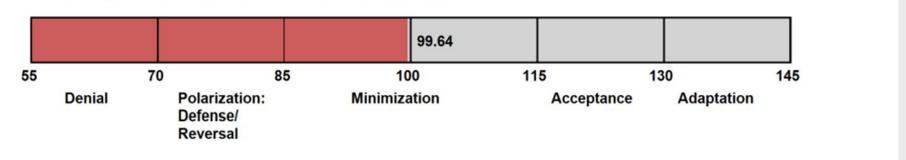
Intercultural Development Continuum (IDC™)





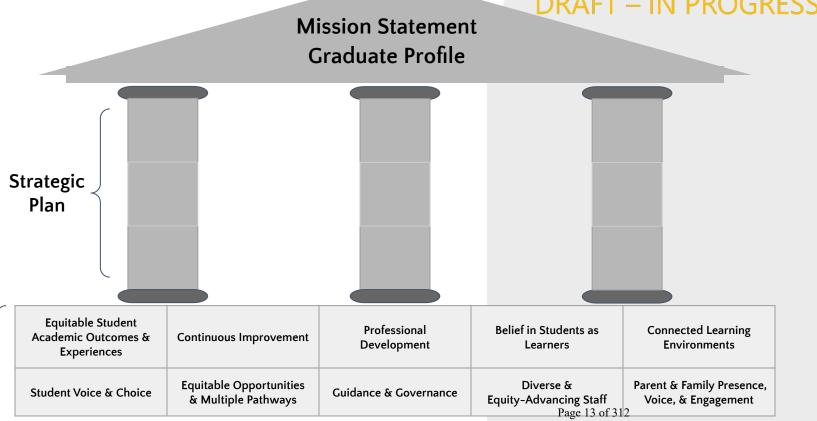
IDI Work Session December 7, 2020

Developmental Orientation (DO)



DEI Framework

DRAFT – IN PROGRESS



DEL Framework



Why have a Framework? Using Ankeny's DEI Framework

- Codify a vision for DEI in the district
- Proactively ensure equitable experiences and outcomes for all students, staff, and families
- Implement and support system wide strategies
- Identify when policies, program, practices, or situations contribute to a lack of equality in educational performance
- Outlines evidence of effective leadership and instructional practices and procedures
- Designed to support *everyone* in ACSD by describing how the district embeds our commitment to improving our students' experience



Defining, Diversity, Equity and Inclusion

Diversity: The fact and strength of human difference that makes a difference, calling for representation of all varied identities collectively and as individuals.

Educational Equity: The condition of justice, fairness, inclusion, and cultural responsiveness in our systems of education. Moreover, when educational policies, practices, interactions, and resources are representative of, constructed by, and responsive to all people so that each individual has access to high-quality learning experiences, regardless of individual characteristics and group memberships.

Inclusion: Building a culture of belonging by recognizing the impact and importance of all aspects of human difference.



Concepts that guide the work

- The ultimate goal of our DEI Framework is that **students experience belonging, success, and opportunity**.
- We strive to communicate our belief that **each student** is a **learner** capable of achieving in a rigorous curriculum.
- We strive to create **connected learning communities** in which each and every student experiences a sense of belonging and success.
- We strive to ensure each and every **student has both voice and choice** in their learning.
- We strive to provide students with multiple pathways to achieve their goals, such as college-preparation and college-level courses, career and technical education, community service, internships, military and online courses.



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Concepts that Guide the work cont.

- We strive for **continuous reflection and inquiry**; for the ongoing study of content, practice, and student effects; and for the constant use of data to guide decisions.
- We strive to provide **ongoing professional learning opportunities** to all of our staff that go beyond awareness, reaction, and the learning of discrete content to include deeper levels of professional growth.
- We strive for **equity-advancing governance processes** that engage a diverse array of stakeholders in key decision making points at all levels in determining the potential benefit and burden of policies and practices before implementation.
- We strive to grow and retain a diverse workforce and to support all staff to be successful teaching all students, especially students of color.
- We strive to **encourage parent presence** in our schools and school district, seeking to "build the social and cultural capital of children, both inside and outside of formal educational environments."



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How We Will Use This Framework?

- To inform strategic plan implementation and review
- To accelerate cycles of continuous improvement
- To make decision about policies and practices
- To guide our professional learning, hiring and staffing, and "ways of work"



What We Have Done So Far

- DEILT meetings
- Joint meetings of the DEILT and the Equity Committee
- DEI listening sessions (Students)
- Audit
 - Student, staff, and family interviews and focus groups
 - Parent Advisory Committee survey
 - Document and data reviews



Small Groups (Groups can be adjusted as needed)

Group One: Sarah Barthole Aaron Johnson Dr. Jill Urich Cabinet member	Group Two: Amy Tagliareni Joy Burke Carlos "CJ "Aldape Cabinet member
Group Three: Katie Claeys Ryan Weldon Jennifer Riedemann Cabinet member	Group Four: Trent Murphy Dr. Pruitt Kelcy Lofgren Cabinet member



Part One: Small-Group Discussions - 15 minutes(read and discuss)

Group One: Equitable Student Academic Outcomes and Experiences; Continuous Improvement; Professional Development

Group Two: Communicating to Students They Are Capable Learners; Student Voice and Choice; Equitable Opportunities and Multiple Pathways to Achieve the Iowa Core; Connected Learning Communities

Group Three: Guidance and Governance; Diverse and Equity-Advancing Staff; Parent and Family Presence, Voice, and Engagement

Group Four: What might DEI look like, feel like, and sound like in Ankeny?

All (if time allows): How We Will Use This Framework



Discussion Questions:

- 1. What resonated with you?
- 2. What is most important to ACSD in this section? What is most helpful about this section?
- What questions do you have?
- 4. How might you use this section as you think about how the School Board fulfills its role in the governance and big-picture leadership of ACSD and how they support the superintendent?
- 5. How will we report-out to the large-group?



Part Two: Small-Group Report-Outs and Large-Group Discussion

- 1. Small-group shares with the large-group what they discussed
- 2. Full-group discusses insights and offer other insights and questions (If time allows)



Individual Feedback

- 1. How do you think you might use this DEI Framework in your role as a member of the Board?
- 2. What comments do you have about the DEI Framework overall?
- 3. What comments do you have on specific sections of the DEI Framework?

Item Cover Sheet

Title: Board Minutes

Extended Information: • April 4, 2022 Regular Board Minutes

ATTACHMENTS:

File Name Description Type Upload Date

Minutes with Consent Agenda 4.4.22.pdf Minutes 4.4.22 Support Document 4/15/2022



Ankeny Community Schools is unified in its commitment, passion, and vision so every learner is prepared to achieve a lifetime of personal success.

Minutes Ankeny School Board Meeting April 4, 2022 5:00 PM

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

Members Present

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

Board Members Absent

Trent Murphy - President

Others in Attendance

See Attached List

1. Call To Order

a. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

b. Board Meeting Capacity

Starting Monday, October 4, 2021, Ankeny Community School District's board meetings (located at 306 SW School Street) will be limited to the board room's capacity of 35 seats. The Neveln Building, located next door where overflow seating is located, will be under construction and no longer accessible. This long-planned construction work on the Neveln building is scheduled to last through December 2022. Members of the public are welcome to watch the live stream of the board meetings on our YouTube Channel.

c. 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 Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The Board approved a motion to approve and accept this agenda with an amendment to item 6d personnel report.

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

Motion carried 6 - 0.

3. Work Session

a. K-5 Math Curriculum

4. Pledge of Allegiance

5. Communication From The Public

Communication from the public took place after the presentation from our Copan Exchange program.

- a. Michael Amadeo DEI Specialist
- b. Beth Wartick Diversity
- c. Shelly Northway VIPS
- d. Carole Eckles-Harding DEI Specialist Position
- e. Lori Bullock DEI Specialist Position
- f. Jill and Lily Bjorklund DEI Specialist Position
- g. DeJay Butler DEI Specialist Position
- h. Darnell Loatman DEI
- i. Natalie Jasso DEI Specialist Position
- j. Nicole Hildenbrand-Elgin DEI Specialist Position, ACSD Music Programs

- k. Jeff Fahrmann DEI Specialist Position
- l. Emily Peterson DEI Specialist Position
- m. Allison Walker DEI Specialist Position
- n. Maya Ridgeway DEI Specialist Position
- o. Aubrey Alvarez DEI Specialist Position

6. Consent Agenda

- a. Board Minutes
 - March 21, 2022 Regular Board Minutes
- b. Open Enrollment
- c. Paid Bills
- d. Personnel Report Amended
- e. Travel Request: 2022-23 Copan Exchange to Copan, Mexico, March 9-19, 2023
- f. Approval of Consent Agenda

On a motion by Aaron Johnson and seconded by Amy Tagliareni, 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, Tagliareni, Weldon.

Motion carried 6 - 0.

7. Information Only

Our Copan Exchange presentation took place immediately following the Pledge of Allegiance.

a. Presentation: Copan Exchange

8. Old Business

- a. Contracts and Agreements
 - University of Northern Iowa Student Teaching Agreement 2022-2023 School

Year

- Street Smarts. LLC Renewal Agreement June 1, 2022 May 31, 2026
- Simpson College Student Teaching Agreement June 1, 2022 June 1, 2025
- Ankeny PT-ARC New Hire Employment Tests
- MOU Junior Varsity Softball Coach April 4, 2022 2021-22 School Year

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 recommended.

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

Motion carried 6 - 0.

b. Approve Postsecondary Success Specialist Job Description and Anticipated Start Date of May 11, 2022

On a motion by Aaron Johnson and seconded by Katie Claeys, it was RESOLVED: The Board approved a motion to approve and accept the postsecondary success specialist job description and anticipated start date of May 11, 2022, as recommended.

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

Motion carried 6 - 0.

c. Approve Resolution Rescinding the March 21, 2022 Resolution Authorizing the Redemption of Outstanding General Obligation School bonds, Series 2014, dated July 1, 2014, and Direction Notice be Given

On a motion by Aaron Johnson and seconded by Sarah Barthole, it was RESOLVED: The Board approved a motion to approve the Resolution Rescinding the March 21, 2022 Resolution Authorizing the Redemption of Outstanding General Obligation School Bonds, Series 2014, dated July 1, 2014, and Directing Notice be Given as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Tagliareni, Weldon.

Motion carried 6 - 0.

d. Approve Resolution Authorizing the Redemption of General Obligation School Bonds, Series 2014, Dated July 1, 2014, and Levying a Tax for Fiscal Year 2023 for the Redemption of General Obligation School Bonds, Series 2014, Dated July 1, 2014

On a motion by Joy Burk and seconded by Aaron Johnson, it was RESOLVED: The Board approved a motion to approve the Resolution Authorizing the Redemption of General Obligation School Bonds, Series 2014, Dated July 1, 2014, and Levying a Tax for Fiscal Year 2023 for the Redemption of General Obligation School Bonds, Series 2014, Dated July 1, 2014 as recommended.

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

Motion carried 6 - 0.

e. Consideration of sealed bids opened and reviewed by the Superintendent of Schools, Secretary of the Board, and the Financial Advisor and resolution

Directing the Sale of approximately \$31.2 million School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022A

On a motion by Aaron Johnson and seconded by Amy Tagliareni, it was RESOLVED: The Board approved a motion to approve the consideration of sealed bids opened and reviewed by the Superintendent of Schools, Secretary of the Board, and the Financial Advisor and resolution Directing the Sale of approximately \$31.2 million School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022A as recommended.

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

Motion carried 6 - 0.

f. Public Hearing - FY23 Certified Budget

g. Approve the FY23 Certified Budget

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The Board approved a motion to approve the FY23 Certified Budget as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Tagliareni, Weldon.

Motion carried 6 - 0.

h. Public Hearing FY22 Budget Amendment

i. Approve FY22 Budget Amendment

On a motion by Sarah Barthole and seconded by Katie Claeys, it was RESOLVED: The Board approved a motion to approve the FY22 Budget Amendment as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Tagliareni, Weldon.

Motion carried 6 - 0.

j. Public Hearing - Parkview Middle School Flooring Replacement Project

k. Approve the Parkview Middle School Flooring Replacement Project proposed plans, specifications, form of contract, and estimated costs.

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The Board approved a motion to approve the proposed plans, specifications, form of contract, and estimated costs for the Parkview Middle School Flooring Replacement Project as recommended.

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

Motion carried 6 - 0.

l. Public Hearing for Sale of Bus Radios

m. Approve the Sale of Bus Radios

On a motion by Joy Burk and seconded by Aaron Johnson, it was RESOLVED: The Board approve a motion to approve the sale of Bus Radios as recommended.

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

Motion carried 6 - 0.

n. Approve PPME Agreement

On a motion by Katie Claeys and seconded by Amy Tagliareni, it was RESOLVED: The Board approved a motion to approve and accept the PPME Agreement as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Tagliareni, Weldon. Motion carried 5 - 0.

Directors abstaining from vote: Johnson.

o. Approve Math Specialist Job Description Beginning with the 2022-23 Fiscal Year

On a motion by Sarah Barthole and seconded by Aaron Johnson, it was RESOLVED: The Board approved a motion to approve and accept math specialist job description beginning with the fiscal year 2022-23 as recommended.

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

Motion carried 6 - 0.

p. Approve Literacy Specialist Job Description Beginning with the 2022-23 Fiscal Year

On a motion by Sarah Barthole and seconded by Aaron Johnson, it was RESOLVED: The Board approved a motion to approve and accept literacy specialist job description beginning with the 2022-23 fiscal year as recommended.

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

Motion carried 6 - 0.

q. Approve Safety Coordinator Job Description Beginning with the 2022-23 Fiscal Year

On a motion by Aaron Johnson and seconded by Amy Tagliareni, it was RESOLVED: The Board approved a motion to approve and accept safety coordinator job description beginning with the 2022-23 fiscal year as recommended.

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

Motion carried 6 - 0.

9. New Business

a. Policies - First of Two Readings

- 501.07 Student Transfers Out or Withdrawals
- 501.31 Open Enrollment Transfers into the District

- 501.32 Open Enrollment Transfers Out of the District
- 501.06 Student Transfers In
- 501.15 Student of Legal Age
- 501.20 Entrance Requirements Evidence of Age
- 501.30 School Attendance Areas
- 501.33 Student Building Assignments
- 501.35 Intra -District Open Enrollment
- 501.50 Resident Students
- 501.60 Non-Resident Students
- 505.09 Enrollment
- 802.55 Post-Issuance Compliance Regulation
- 802.56 Bond Disclosure Policy

On a motion by Amy Tagliareni and seconded by Aaron Johnson, it was RESOLVED: The Board approved a motion to approve and accept the policies, first of two readings, as presented.

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

Motion carried 6 - 0.

b. Approve K-5 Math Curriculum

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The Board approved a motion to approve the K-5 Math Curriculum as presented.

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

Motion carried 6 - 0.

10. Board Member Reports

Director Tagliareni attended many meetings this week to include: Social Emotional Learning Committee, Ankeny Foundation, Grad Profile, Parent Advisory Council and Equity Committee. She is meeting with Copan students tomorrow. She has heard from a lot of speakers on both sides of staffing issues and is excited to see the passion in our district. She spoke to how the members of the Board work, noting that the last two presidents always made sure that the entire Board was aware of what was happening and the opinions of all Board members were always sought. Whether you agree with Director Tagliareni or not, she stated that you will always know where she stands through transparency. She wants to engage in tough conversations publicly during board meetings and feels that the DEI Specialist position should have been on the agenda tonight so there could have been open and honest communication amongst the Board. She wants to see the DEI position reposted. She stated that DEI work is messy and uncomfortable and we grow as people and learn new things when we are uncomfortable. DEI will set our kids up for success after high school and it needs to be consistent to be effective. Ken Morris can't do this alone with thirteen thousand students and two thousand staff members. Equity is the quality of being fair and impartial and providing equal access to opportunities and resources for those who might otherwise be excluded or marginalized. We have seen in the data that this is not happening. DEI touches one in three students at the very least and we need to broaden our scope as to what DEI is. Director Tagliareni implores the Board to get to a space where we can have tough conversations and open dialogue and to bring back the DEI position.

Director Claeys attended Policy Committee and the Grad Profile meetings last week and

thanks everyone for taking their time to attend. She thanked Dr. Pruitt for his passionate statement to open our meeting. The lack of transparency with the Board as it relates to the new DEI position has been frustrating for her. She encouraged her colleagues to bring this position to the table to be considered. At the Board retreat in January, there was a visual that showed the work of the Board and the work of the superintendent. It is the superintendent's responsibility to lead and manage. Determining whether or not a position is needed is not for the Board to decide. It is the work of management - Dr. Pruitt. Ken Morris is a department of one. How can someone support a system of equity without a team of people? A teacher that Director Claeys spoke with said that this is the most diverse group of students that she has had in her history of teaching and that it has been challenging. Director Claeys stated that her son witnessed a racially-motivated fight at school. It is happening in our classrooms and it is happening far too often in our community. Schools are diverse and we need to spend less time trying to discern from our personal experiences, the scope of our system. We do not understand it and need to trust Dr. Pruitt to do that. We have such diverse students who do not feel noticed simply because of the color of their skin or their disability. Our system needs a DEI Specialist position as the beginning of this work. Director Claeys will continue to advocate for what Dr. Pruitt believes is the method to achieve it.

Student Representative Brink stated that it is not her job to make decisions but to provide a student perspective. Information that she has gained tells her that students of color do not feel safe in our schools and that racism and exclusion are being overlooked at Ankeny Centennial High School because it is a predominately white school. Giving students opportunities to be heard is great but it is not enough.

Director Barthole appreciates Dr. Pruitt's opening comments and it is great to hear from the community. She attended the ground breaking for elementary #12 and thanked Samantha Aukes and her team for their hard work in planning and preparing for that event. She attended the Policy and Calendar Committee meetings and there was great dialogue there. She also attended Champagne and Dreams hosted by the Weidenmann Foundation and it was a great event. She looks forward to hearing about the DEI audit.

Director Burk attended the groundbreaking for elementary #12, and an Equity meeting with Mr. Morris where she learned that ACSD received the STOP grant and there was great discussion about our district. Mr. Morris provided a lot of perspective and there were great conversations about our strengths and opportunities for growth. She doesn't feel like DEI should be one-sided. Being a teacher, she knows that classrooms are very diverse and she is a supporter of the DEI framework. She believes that we need it and she supports it. Director Burk stated that she believes the Board needs to begin having conversations again. She is excited that we are going to have MVP in our schools and that the training for staff begins in June. She believes we need to listen and learn from others' perspectives and that we may not always agree but that is ok. We need to seek to understand. She believes that safe and supported students will perform academically. She is meeting with Copan students tomorrow and is excited about that.

Director Johnson attended the groundbreaking for elementary #12. He said we have lots of work ahead of us. He attended the Facility and Finance Committee meeting as part of a strategic plan action team.

Director Weldon stated that as it relates to the DEI Specialist position, he has had a lot of thoughts related to the fact that removing the job posting and removing the agenda item was not a Board decision. Mr. Morris, Director Weldon supports you. When Director Weldon sat down with Dr. Pruitt, he expressed that he does not believe that it is the Board's

responsibility as to who he hires. It is below the line. The description of the position is the job of more than one position he feels. It is his perspective that we do not know what we need before the audit has been completed. He does not believe that position describes what we need. There are lots of opportunities to support DEI and students that are far beyond what a DEI Specialist position can do. Director Weldon supports Dr. Pruitt and his recommendations but he thinks it is just too soon. It is his job to tell Dr. Pruitt his thoughts when asked. The Board is not trying to sweep things under the rug and hide things from the community. He apologizes on behalf of the Board if that is the perception. He asks that the community reach out if that is the case and wants to move forward unified and for one purpose.

11. Superintendent Reports

Dr. Pruitt addressed the Board and the community after the presentation from Copan Exchange. He gave a statement regarding the DEI Specialist position.

Dr. Pruitt congratulated Mr. Morris for being award the STOP grant. He thanked stakeholders involved in the Prairie Ridge and Terrace principal interviews. Ankeny Centennial High School hired a new activities director, Nate Lingren, and he thanked the team at Ankeny Centennial for their work in the hiring process. He is happy to have all those new team members on board. Dr. Pruitt believes in leadership - leadership at the Board, leadership at central office and leaders at our seventeen schools. He wants to convey to our teachers that while he has not been able to meet with many of them this year, there are people at the district level advocating for their success in the classroom. If there are problems at your school, please go to where that problem is first - your school administrator. They have information about the challenge that you and/or your student is facing. If you are not getting answers to your challenges, then go up the chain but you have to follow the chain of command. Teachers are in front of our kids every single day. They can help you with questions you have regarding curriculum and behavior. He thanked all the employees of Ankeny Community School District for their hard work and dedication.

12. Adjournment

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The meeting was adjourned at 8:14pm.

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

Motion carried 6 - 0.

13. Exempt Session

The Board held a strategy meeting, and pursuant to Iowa Code 20.17, this portion of the meeting is considered "exempt" under the provisions of Chapter 20.

a. Exempt Session - No action taken.

Board President	Board Secretary



Board of Education Meeting April 4, 2022

Others in Attendance

<u>Name</u>

- 1. Samantha Aukes Director of Communications
- 2. Darin Haack Chief Officer of Operations
- 3. Jen Lindaman Chief Officer of Academics
- 4. Shannon Cole ACSD
- 5. Jennifer Jamison Chief Financial Officer/ Board Secretary
- 6. Dr. Erick Pruitt Superintendent
- 7. Sarah Murphy Recording Secretary
- 8. Jessica Dirks Chief Officer of Legal Affairs and Strategic Initiatives
- 9. Melissa Schilling District Counsel
- 10. Jodie Graham Director of Human Resources
- 11. Jon Davis ACSD
- 12. Ken Morris, Jr. Director of Equity and Inclusion
- 13. Evie Neller Student Board Representative
- 14. Charlie Brink Student Board Representative
- 15. Jill Urich ACSD
- 16. Kayla Scherde ACSD
- 17. Molly Sweeney
- 18. Michelle Robertson ACSD
- 19. Chris Mathews ACSD
- 20. Mike Henrikson
- 21. Nathan Willard
- 22. Kaylee Cory
- 23. Nick Oswald
- 24. Lucy Jasso
- 25. Sara Doruska
- 26. Jenn Dreier
- 27. Darnell Loatman
- 28. DeJay butler
- 29. Michael Kennerly
- 30. Amber Gustafson
- 31. Jan Brown
- 32. Kathy Avey
- 33. Jill Bjorklund
- 34. Lily Bjorklund
- 35. Melissa Meier
- 36. Sue Hay
- 37. Natalie Jasso

- 38. Tessa Fjelland
- 39. Lori Lovstad
- 40. Lori Bullock
- 41. Emily Peterson
- 42. Jordyn Landau
- 43. Erin Huisman
- 44. Tina Coleman
- 45. Greg Black
- 46. Tiffany Beavers
- 47. Jeff Fahrman
- 48. Tory Hetland
- 49. Michael Amadeo
- 50. Berth Wartick
- 51. Sue Murphy
- 52. Marilyn Garvey
- 53. Carol Eckles-Harding
- 54. Jana West
- 55. Nicole Hildenbrand-Elgin
- 56. Allison Walker
- 57. Nicole Ridgeway
- 58. Abby Slife
- 59. Shelly Northway
- 60. Jess Wiederspan
- 61. Aubrey Alvarez
- 62. Kimberly Reicks
- 63. Maya Ridgeway

Open Enrollment – 04/04/22 Board Agenda

Name	Grade	Resident District	Receiving District	School Year
Sterling, Raheem	1	Des Moines	Ankeny	2021-22
Sterling, Rashad	3	Des Moines	Ankeny	2021-22
Gibson, Maddox	6	Ankeny	Dallas Center-Grimes	2021-22
Gibson, Penelope	7	Ankeny	Dallas Center-Grimes	2021-22
Leach, Brooklyn	6	Ankeny	North Polk	2021-22

Superintendent Recommendation: Approve above open enrollment requests.

Superintendent Recommendation: Deny above open enrollment requests.



Item Cover Sheet

Title: Paid Bills

ATTACHMENTS:

File Name Description Type Upload Date

 April 4
 2022 Paid Bills.pdf
 April 4, 2022 Paid Bills
 Support Document
 3/31/2022

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
465677	GENERAL	COLLECTION SERVICES CENTER	\$755.84	OTHER DISBURSEMENT
465678	GENERAL	ROTH - COMMON REMITTER	\$675.00	OTHER DISBURSEMENT
465679	GENERAL	COMMON REMITTER SERVICES	\$2,642.18	OTHER DISBURSEMENT
465680	GENERAL	GENERAL FUND - DENTAL SERVICE	\$6,344.97	OTHER DISBURSEMENT
465681	GENERAL	GREAT WESTERN BANK	\$97,690.08	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$37,656.45	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$22,846.98	OTHER DISBURSEMENT
465682	GENERAL	IOWA DEPARTMENT OF REVENUE	\$160.04	OTHER DISBURSEMENT
465683	GENERAL	ISOLVED BENEFIT SERVICES	\$60.00	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$4,104.41	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$96,95	OTHER DISBURSEMENT
465684	GENERAL	NORTHERN HILLS COLLECTIONS INC		OTHER DISBURSEMENT
465685	GENERAL	POLK COUNTY SHERIFF		OTHER DISBURSEMENT
465686	GENERAL	TREASURER STATE OF IOWA		OTHER DISBURSEMENT
465687	GENERAL	UNITED STATES TREASURY	· '	OTHER DISBURSEMENT
465688	GENERAL	A E A SCHOLARSHIP FUND	<u> </u>	OTHER DISBURSEMENT
465689	GENERAL	AMER.FAMILY LIFE ASSURANCE CO.		OTHER DISBURSEMENT
465690	GENERAL	DOLLARS FOR SCHOLARS		OTHER DISBURSEMENT
465691	GENERAL	GREAT WESTERN BANK	· ' '	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	1 - 7	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	. ,	OTHER DISBURSEMENT
465692	GENERAL	IPERS-FOAB	1 ,,	OTHER DISBURSEMENT
465693	GENERAL	SERVE CREDIT UNION	\$200.00	OTHER DISBURSEMENT
465694	GENERAL	TREASURER STATE OF IOWA	\$41,371.20	OTHER DISBURSEMENT
465695	GENERAL	UNITED WAY OF CENTRAL IOWA	\$545.00	OTHER DISBURSEMENT
465696	GENERAL	ACME TOOLS	\$2,730.00	INSTR EQUIP
465697	GENERAL	ADVENTURE LIGHTING INC	\$478.00	MAINT SUPPLIES
465698	ATHLETIC	DENNIS K ALBERTSON	\$190.99	INSTR TRAVEL
465699	GENERAL	NAVIGATE360 LLC	\$350.00	ADMIN SUPPLIES
465700	GENERAL	ALL CITY MANAGEMENT SERVICES	\$10,179.73	MAINT SERVICE
465701	GENERAL	CLAYTON ALVAREZ	\$47.70	INSTR TRAVEL
465705	GENERAL	AMAZON BUSINESS	\$88.99	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$66.78	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS		INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$859.58	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS		ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	· ·	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS		ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS		ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS		ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	· ·	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS		MAINT SUPPLIES
		AMAZON BUSINESS		
	ACTIVITY			INSTR SUPPLIES
	ATHLETIC	AMAZON BUSINESS		INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS		MAINT SUPPLIES
	GENERAL ACENCY	AMAZON BUSINESS		INSTR EQUIP
	NON STUDENT AGENCY	AMAZON BUSINESS	<u> </u>	INSTR SUPPLIES
465706	GENERAL	AMERICAN ASSOCIATION OF SCHOOL		ADMIN DUES
465707	GENERAL	AMES COMM SCHOOL DISTRICT		INSTR TUITION
465708	ACTIVITY	ANDERSON/ERICKSON DAIRY INC.		INSTR SUPPLIES
465709	NON STUDENT AGENCY	ANKENY AFTER PROM		COMM ENG REFUNDS
	ACTIVITY	ANKENY AFTER PROM		INSTR REFUNDS
465710	GENERAL	ANKENY HARDWARE	\$108.63	INSTR SUPPLIES
465711	GENERAL	ANKENY SCHOOL FOUNDATION	\$280.00	INSTR REFUNDS
465712	GENERAL	ARDICK EQUIPMENT CO INC	\$1,017.00	MAINT SUPPLIES
465713	GENERAL	ASSET TECHNOLOGIES LLC	\$602.74	MAINT SUPPLIES
465714	PPEL	ATC GROUP SERVICES LLC	\$2,580.00	CONSTRUCT SERVICE
465715	PPEL	AUGUST ENTERPRISES LLC	\$58,778.98	CONSTRUCT SERVICE
	CENEDAL	AVANT ASSESSMENT LLC	£100.00	INSTR SERVICE
465716	GENERAL	AVANT ASSESSMENT LLC	å133.00	THO I K OFKATOR

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
465718	ATHLETIC	BACKSPIN INDOOR GOLF & BAR		INSTR DUES
465719	ATHLETIC	BEELINE & BLUE	\$104.49	INSTR SUPPLIES
465720	GENERAL	BELIN-BLANK CENTER	\$650.00	ADMIN SERVICE
465721	GENERAL	BERGLUND SHEET METAL CONTRACTORS		MAINT SUPPLIES
465722	GENERAL	BLANK PARK ZOO INC	1	INSTR DUES
465723	GENERAL	DICK BLICK	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
465724	ATHLETIC	BOBS CUSTOM TROPHIES	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
465725	GENERAL	BONDURANT FARRAR COMMUNITY SCH	· · · · · · · · · · · · · · · · · · ·	INSTR TUITION
465726	GENERAL	BOONE COMMUNITY SCHOOL DISTRICT		INSTR TUITION
465727	GENERAL			
		BOOTUP PD, INC	· · · · · ·	ADMIN SERVICE MAINT SERVICE
465728	GENERAL	ROGER GODRON	1	
44550	GENERAL	ROGER GODRON	<u>'</u>	MAINT SUPPLIES
465729	GENERAL	BRIGHTLY SOFTWARE INC		MAINT DUES
465730	ATHLETIC	BSN SPORTS LLC	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
465731	ACTIVITY	CAM COMMUNITY SCHOOL DISTRICT	· · · · · · · · · · · · · · · · · · ·	INSTR DUES
465732	ACTIVITY	CAN DO CANCER		INSTR REFUNDS
465733	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$5,148.23	MAINT SUPPLIES
	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$734.05	MAINT SUPPLIES
465734	NON STUDENT AGENCY	CARMENS FLOWERS INC	\$42.00	INSTR SUPPLIES
465735	GENERAL	JON CHAPMAN	\$310.00	INSTR SERVICE
465736	ACTIVITY	KEVIN CHASE	\$20,175.00	INSTR SERVICE
465737	GENERAL	CHEMSEARCH	\$1,283.09	MAINT SERVICE
465738	GENERAL	DALLON CHRISTENSEN	\$44.22	ADMIN TRAVEL
465739	GENERAL	CIT CHARTERS	\$3,541.38	TRANSP SERVICE
	GENERAL	CIT CHARTERS	\$5,518.42	TRANSP SERVICE
465740	ATHLETIC	DAKTRONICS	· '	INSTR SERVICE
	ATHLETIC	DAKTRONICS	· · · · · · · · · · · · · · · · · · ·	INSTR EQUIP
465741	ATHLETIC	DECKER SPORTING GOODS INC		INSTR SUPPLIES
465742	GENERAL	DES MOINES IND SCHOOL DISTRICT	· · ·	INSTR TUITION
465743	GENERAL	DES MOINES REGISTER COMMUNITY PUBL		ADMIN SERVICE
465744	GENERAL	DES MOINES STAMP MFG CO	· · · · · · · · · · · · · · · · · · ·	ADMIN SUPPLIES
465745	ACTIVITY	DIANNE HOLBERT LIMITED	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
			· · · · · · · · · · · · · · · · · · ·	
465746	GENERAL	DICKINSON MACKAMAN TYLER & HAGEN		ADMIN SERVICE
465747	GENERAL	ELECTRICAL ENGINEERING AND EQUIP	· ·	MAINT SUPPLIES
	GENERAL	ELECTRICAL ENGINEERING AND EQUIP	· · · · · · · · · · · · · · · · · · ·	MAINT SERVICE
465748	GENERAL	ELECTRONIC ENGINEERING CO	. ,	MAINT SERVICE
	GENERAL	ELECTRONIC ENGINEERING CO		MAINT SERVICE
465749	GENERAL	ELITE GLASS AND METAL LLC	<u> </u>	MAINT SERVICE
465750	GENERAL	EMBARK IT INC	\$1,367,348.00	INSTR SUPPLIES
465751	GENERAL	EMS DETERGENT SERVICES	\$144.00	INSTR SUPPLIES
465753	GENERAL	FILTER SHOP INC.	\$3,023.25	MAINT SERVICE
	GENERAL	FILTER SHOP INC.	\$4,861.25	MAINT SUPPLIES
	GENERAL	FILTER SHOP INC.	\$1,519.62	MAINT SUPPLIES
465754	GENERAL	FOLLETT CONTENT SOULTIONS LLC	\$340.70	MEDIA BOOKS
	GENERAL	FOLLETT CONTENT SOULTIONS LLC	\$468.79	MEDIA BOOKS
465755	GENERAL	FRONTSTREAM HOLDINGS LLC	\$455.70	ADMIN SERVICE
465756	GENERAL	L. A. FULTON & SONS INC	\$3,658.00	MAINT SERVICE
	PPEL	L. A. FULTON & SONS INC	<u>''</u>	CONSTRUCT SERVICE
	SAVE - CP	L. A. FULTON & SONS INC		CONSTRUCT SERVICE
465757	ATHLETIC	ROGER GEORGE		INSTR OFFICIALS
465758	ATHLETIC	GILMAN GEAR		INSTR SUPPLIES
	ATHLETIC	GILMAN GEAR		INSTR EQUIP
465759	PPEL	GO FUSION TECHNOLOGIES LLC	<u> </u>	CONSTRUCT EQUIP
465760	GENERAL	W.W. GRAINGER INC.		MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.		MAINT SUPPLIES
465761	GENERAL	GRAYBAR ELECTRIC COMPANY INC		MAINT SUPPLIES
465761 465762	GENERAL GENERAL	GRAYBAR ELECTRIC COMPANY INC HEARTLAND BUSINESS SYSTEMS LLC	\$92,368.00	ADMIN SERVICE ADMIN EQUIP

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
465763	NON STUDENT AGENCY	HEIMERMAN ENTERPRISES LLC	\$300.00	INSTR SUPPLIES
	NON STUDENT AGENCY	HEIMERMAN ENTERPRISES LLC	\$7,792.00	INSTR SERVICE
465764	GENERAL	HOME DEPOT	\$147.59	MAINT SUPPLIES
	GENERAL	HOME DEPOT	\$119.00	ADMIN SUPPLIES
465765	GENERAL	HOTSY CLEANING SYSTEMS INC	\$59.47	MAINT SUPPLIES
465766	GENERAL	HY-VEE - N. ANKENY BLVD	\$40.09	ADMIN SUPPLIES
	NON STUDENT AGENCY	HY-VEE - N. ANKENY BLVD	\$128.84	INSTR SUPPLIES
	ACTIVITY	HY-VEE - N. ANKENY BLVD	\$8.97	INSTR SUPPLIES
	ACTIVITY	HY-VEE - N. ANKENY BLVD	\$70.22	INSTR SUPPLIES
	NON STUDENT AGENCY	HY-VEE - N. ANKENY BLVD	<u> </u>	INSTR SUPPLIES
	ATHLETIC	HY-VEE - N. ANKENY BLVD		INSTR SUPPLIES
	ATHLETIC	HY-VEE - N. ANKENY BLVD	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	<u> </u>	INSTR SUPPLIES
465767	ATHLETIC	HY-VEE - PRAIRIE TRAIL	<u> </u>	INSTR SUPPLIES
403707	GENERAL	HY-VEE - PRAIRIE TRAIL	<u> </u>	INSTR SUPPLIES
	NON STUDENT AGENCY	HY-VEE - PRAIRIE TRAIL	<u>'</u>	INSTR SUPPLIES
465768	GENERAL	ILA/IASL	· · · · · · · · · · · · · · · · · · ·	MEDIA BOOKS
	GENERAL	-		
465769		INFOMAX OFFICE SYSTEMS		ADMIN SERVICE
465770	GENERAL	INFOMAX OFFICE SYSTEMS	, ,	ADMIN SUPPLIES
465770	ACTIVITY	INSTRUMENTALIST AWARDS LLC	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
465771	GENERAL	INTERSTATE ALL BATTERY CENTER		MAINT SUPPLIES
	GENERAL	INTERSTATE ALL BATTERY CENTER		MAINT SUPPLIES
465772	ATHLETIC	IOWA CHEERLEADING COACHES ASSOCIATI	· · · · · · · · · · · · · · · · · · ·	INSTR DUES
	ATHLETIC	IOWA CHEERLEADING COACHES ASSOCIATI		INSTR DUES
465773	ATHLETIC	IOWA GIRLS HS ATH UNION	\$20.00	INSTR SUPPLIES
465774	ACTIVITY	IOWA HIGH SCHOOL SPEECH ASSOC	\$341.00	INSTR DUES
465775	GENERAL	IOWA INTERNATIONAL CENTER	\$645.00	ADMIN SERVICE
465776	GENERAL	UNDERGROUND LOCATION COMPANY	\$133.80	MAINT SERVICE
465777	ACTIVITY	IOWA QUIZ BOWL LEAGUE	\$100.00	INSTR DUES
465778	GENERAL	JOHNSTON COMM SCHOOL DISTRICT	\$113,915.97	INSTR TUITION
465779	GENERAL	JOSTENS	\$152.00	ADMIN SUPPLIES
465780	GENERAL	KELE INC	\$62.48	MAINT SUPPLIES
465781	ACTIVITY	BROCK MICHAEL KIEPER	\$4,950.00	INSTR SUPPLIES
465782	GENERAL	KRUCK PLUMBING & HEATING CO INC	\$349.70	MAINT SERVICE
465783	GENERAL	LAKESHORE LEARNING MATERIALS	\$90.23	INSTR SUPPLIES
465784	GENERAL	LANGUAGETECH INC	\$30.00	ADMIN SERVICE
465785	GENERAL	LEADING EDGE LAMINATING	\$794.24	ADMIN SUPPLIES
465786	ACTIVITY	PAUL LICHTY	\$350.00	INSTR SERVICE
465787	GENERAL	LIGHTSPEED TECHNOLOGIES INC	\$12.00	ADMIN SUPPLIES
465788	GENERAL	MIKE LUNDE		MAINT SUPPLIES
465789	GENERAL	MAIL SERVICES LLC		ADMIN SERVICE
465790	ACTIVITY	MARK'S DANCEWEAR	· · ·	INSTR SUPPLIES
465791	GENERAL	MARTIN BROTHERS	<u> </u>	INSTR SUPPLIES
-	ACTIVITY	MARTIN BROTHERS		INSTR SUPPLIES
465792	ATHLETIC	MEDCO	· ,	INSTR SUPPLIES
465793	GENERAL	MENARDS		MAINT SUPPLIES
	GENERAL	MENARDS	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
	GENERAL	MENARDS	<u> </u>	MAINT SUPPLIES
465794	ATHLETIC	M-F ATHLETIC CO	·	INSTR SUPPLIES
465795	GENERAL	MACMILLAN HOLDINGS LLC		INSTR BOOKS
465796	GENERAL	MSDSONLINE, INC		MAINT SERVICE
465797		NORTH POLK COMMUNITY SCHOOLS	· · ·	
	GENERAL		 	INSTR TUITION
465798	GENERAL	O'CONNOR COMPANY INC	<u> </u>	MAINT SUPPLIES
465799	GENERAL	OFFICE DEPOT	 	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	<u> </u>	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
465800	GENERAL	OPC DIRECT	<u> </u>	ADMIN SUPPLIES
465801	SAVE - CP	OPN ARCHITECTS		CONSTRUCT SERVICE
465802	NON STUDENT AGENCY	OTTER CREEK GOLF COURSE	\$392.00	INSTR SUPPLIES
465803	GENERAL	THE PAPER CORPORATION	\$3,669.76	ADMIN SUPPLIES

Check Number		Vendor Name	Transaction Amount	
465804	GENERAL	J W PEPPER	\$521.33	INSTR SUPPLIES
465805	GENERAL	PER MAR SECURITY & RESEARCH CORP	\$40.00	MAINT SERVICE
	GENERAL	PER MAR SECURITY & RESEARCH CORP	\$173.58	MAINT SERVICE
465806	ATHLETIC	PIONEER MANUFACTURING	\$364.00	INSTR SUPPLIES
465807	GENERAL	PLUMB SUPPLY CO.	\$453.63	MAINT SUPPLIES
465808	GENERAL	METEOR EDUCATION LLC	\$1,221.39	INSTR SUPPLIES
465809	DEBT SERVICE	PUBLIC FINANCIAL MANAGEMENT	\$2,000.00	DEBT SVC SERVICE
465810	ATHLETIC	RAE CROWTHER COMPANY	\$3,589.00	INSTR EQUIP
465811	ATHLETIC	RANDY REINDL	\$130.00	INSTR OFFICIALS
465812	GENERAL	RESOURCE SERVICES INC	\$1,440.71	MAINT SUPPLIES
	GENERAL	RESOURCE SERVICES INC	\$2,130.00	MAINT SERVICE
465813	GENERAL	FRANK RIEMAN MUSIC INC	\$332.50	INSTR SERVICE
	GENERAL	FRANK RIEMAN MUSIC INC	\$425.50	INSTR SUPPLIES
	ACTIVITY	FRANK RIEMAN MUSIC INC	\$1,999.00	INSTR EQUIP
	ACTIVITY	FRANK RIEMAN MUSIC INC	\$599.97	INSTR SUPPLIES
	ACTIVITY	FRANK RIEMAN MUSIC INC	\$399.00	INSTR SUPPLIES
465814	GENERAL	RIVERSIDE INSIGHTS	\$163.70	INSTR SERVICE
465815	GENERAL	RKB SYSTEMS LLC	\$3,120.00	MAINT SERVICE
	PPEL	RKB SYSTEMS LLC		CONSTRUCT EQUIP
465816	GENERAL	ROBERT HALF OFFICE TEAM		ADMIN SERVICE
465817	ACTIVITY	RYDER TRANSPORTATION SERVICES	· · ·	INSTR TRAVEL
465818	ATHLETIC	TMS3 ENTERPRISES LLC	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
465819	GENERAL	SCHIPPERS ELECTRIC LLC		MAINT SERVICE
	GENERAL	SCHIPPERS ELECTRIC LLC	\$249.30	MAINT SUPPLIES
	PPEL	SCHIPPERS ELECTRIC LLC		MAINT SERVICE
465820	GENERAL	SCHOLASTIC BOOK CLUBS		INSTR SUPPLIES
465821	GENERAL	SCHOLASTIC BOOK FAIRS		MEDIA SUPPLIES
465822	GENERAL	SAI-SCHOOL ADMINISTRATORS OF IA.	<u> </u>	ADMIN SERVICE
465823	GENERAL	SCHOOL HEALTH CORPORATION	<u> </u>	ADMIN SUPPLIES
465824	GENERAL	SCHOOL SPECIALTY LLC	,	INSTR SUPPLIES
465825	GENERAL	SCHOOL TECH SUPPLY	· · ·	ADMIN SUPPLIES
465826	GENERAL	SCIENCE CENTER OF IOWA	. ,	INSTR DUES
465827	GENERAL	SECURITAS SECURITY SERVICES USA INC	. ,	ADMIN SERVICE
403027	ACTIVITY	SECURITAS SECURITY SERVICES USA INC		INSTR SERVICE
	ATHLETIC	SECURITAS SECURITY SERVICES USA INC		INSTR SERVICE
465828	GENERAL	SETPOINT MECHANICAL SERVICES LLC		MAINT SERVICE
403020	GENERAL	SETPOINT MECHANICAL SERVICES LLC		MAINT SUPPLIES
465829	ACTIVITY	STEVEN P SHANLEY		INSTR SERVICE
465830				
	GENERAL	SMITH'S SEWER SERVICE INC	<u> </u>	MAINT SERVICE
465831	SAVE - CP	STAGE RIGHT CORPORATION	· '	CONSTRUCT SUPPLIES
465000	SAVE - CP	STAGE RIGHT CORPORATION	. ,	CONSTRUCT EQUIP
465832	SAVE - CP	STANDARD AND POOR'S		DEBT SVC SERVICE
465833	GENERAL	STONER MUSIC INC		INSTR SERVICE
465834	SAVE - CP	SYSTEM WORKS LLC		CONSTRUCT SERVICE
465835	ATHLETIC	TENNIS EXPRESS LP	· '	INSTR SUPPLIES
465836	GENERAL	TK ELEVATOR CORP		MAINT SERVICE
465837	ATHLETIC	ANDREW UMTHUN		INSTR TRAVEL
465838	GENERAL	VALLEY ENVIRONMENTAL SERVICES		MAINT SERVICE
465839	GENERAL	VAN METER COMPANY		MAINT DUES
465840	GENERAL	VERITIV OPERATING CO		ADMIN SUPPLIES
465841	PPEL	VHF SALES INC		CONSTRUCT EQUIP
465842	GENERAL	WALSH DOOR & HARDWARE		MAINT SERVICE
	GENERAL	WALSH DOOR & HARDWARE		MAINT SUPPLIES
465843	ATHLETIC	WEE'S TEES LLC	·	INSTR SUPPLIES
465844	GENERAL	WEST DES MOINES COMM SCHOOLS	\$48,766.73	INSTR TUITION
465845	GENERAL	WEST MUSIC COMPANY	\$39.95	INSTR SUPPLIES
	GENERAL	WEST MUSIC COMPANY	\$32.00	INSTR SERVICE
465846	GENERAL	WEST WIND EDUCATION POLICY INC	\$4,600.00	ADMIN SERVICE
465847	GENERAL	WESTSIDE PARTS & SERVICE	\$237.60	MAINT SERVICE
	GENERAL	WESTSIDE PARTS & SERVICE	\$136.81	MAINT SUPPLIES

Object 51			- · · · ·	_ ·
Check Numbe	Transaction Fund ACTIVITY	Vendor Name WYHE'S CHOICE FUNDRAISING INC	Transaction Amount	Remarks INSTR SUPPLIES
			. ,	
465849	NON STUDENT AGENCY	YOUTH ENRICHMENT LEAGUE		COMM ENG SERVICE
465850	GENERAL	ZANER-BLOSER INC		INSTR SUPPLIES
465851	GENERAL	JOHN WILEY & SONS, INC.	\$1,408.00	ADMIN SERVICE
			+4 222 242 77	
		GENERAL FUND SUB-TOTAL	\$4,330,210.77	1
	ļ			
16066	ATHLETIC	GREAT WESTERN BANK	· ·	ATHLETIC CHANGE CASH
16067	ATHLETIC	GREAT WESTERN BANK	1-,	ATHLETIC CHANGE CASH
16068	GENERAL	CENTURY LINK		ADMIN SERVICE
16069	GENERAL	UNITED STATES CELLULAR		ADMIN SERVICE
16070	GENERAL	VERIZON WIRELESS		ADMIN SERVICE
16071	GENERAL	WINDSTREAM		ADMIN SERVICE
16072	GENERAL	AUDITOR OF STATE		ADMIN SERVICE
16078	ACTIVITY	GREAT WESTERN BANK VISA		SEE VISA DETAIL
	ATHLETIC	GREAT WESTERN BANK VISA	. ,	SEE VISA DETAIL
	GENERAL	GREAT WESTERN BANK VISA	1 -,	SEE VISA DETAIL
	NON STUDENT AGENCY	GREAT WESTERN BANK VISA	<u> </u>	SEE VISA DETAIL
16079	GENERAL	CENTURY LINK	,	ADMIN SERVICE
16080	GENERAL	CITY OF ANKENY - WATER		MAINT SERVICE
16081	GENERAL	WINDSTREAM		ADMIN SERVICE
16082	GENERAL	CENTURY LINK	· · · · · · · · · · · · · · · · · · ·	ADMIN SERVICE
	NON STUDENT AGENCY	CENTURY LINK	<u> </u>	COMM ENG SERVICE
16084	GENERAL	MIDAMERICAN ENERGY COMPANY	' '	MAINT SUPPLIES
	GENERAL	MIDAMERICAN ENERGY COMPANY		MAINT SUPPLIES
16085	ATHLETIC	GREAT WESTERN BANK		ATHLETIC CHANGE CASH
16086	ATHLETIC	GREAT WESTERN BANK	\$5,500.00	ATHLETIC CHANGE CASH
		GENERAL FUND SUB-TOTAL	\$241,921.68	
		GENERAL FUND GRAND TOTAL	\$4,572,132.45	
700673	CHILD CARE FUND	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
	CHILD CARE FUND	AMAZON BUSINESS	\$9.59	INSTR SUPPLIES
700674	CHILD CARE FUND	HY-VEE - N. ANKENY BLVD	\$38.86	INSTR SUPPLIES
700675	CHILD CARE FUND	HY-VEE - PRAIRIE TRAIL	\$25.99	INSTR SUPPLIES
		CHILD CARE FUND SUB-TOTAL	<i>\$678.69</i>	
20179	CHILD CARE FUND	VERIZON WIRELESS	\$463.50	ADMIN SERVICE
20180	CHILD CARE FUND	GREAT WESTERN BANK VISA	\$13.00	SEE VISA DETAIL
		CHILD CARE FUND SUB-TOTAL	\$476.50	
		CHILD CARE FUND GRAND TOTAL	\$1,155.19	
246340	NUTRITION	AMERICAN BOTTLING COMPANY	\$408.70	NUTRITION SUPPLIES
246341	NUTRITION	ALICIA BURDECKI	\$9.15	NUTRITION REFUNDS
246342	NUTRITION	EMS DETERGENT SERVICES	\$2,223.60	NUTRITION SUPPLIES
246343	NUTRITION	L. A. FULTON & SONS INC	\$2,361.00	MAINT SERVICE
246344	NUTRITION	GOODWIN TUCKER GROUP	\$1,569.70	MAINT SERVICE
246346	NUTRITION	LOFFREDO FRESH PRODUCE CO	\$19,075.10	NUTRITION SUPPLIES
246349	NUTRITION	MARTIN BROTHERS	\$0.00	NUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS	\$0.00	NUTRITION SUPPLIES
246350	NUTRITION	ANDREA PETERSON	\$83.50	NUTRITION REFUNDS
246351	NUTRITION	RESOURCE SERVICES INC		MAINT SERVICE
246352	NUTRITION	SHANNON SAMULESON		NUTRITION REFUNDS
246353	NUTRITION	SWEET HONEY INC.		MAINT SERVICE
246356	NUTRITION	MARTIN BROTHERS		NUTRITION SUPPLIES
240330	NUTRITION	MARTIN BROTHERS	\$76,627.44	INUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS	\$76,627.44	NUTRITION SUPPLIES

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
51761	NUTRITION	GREAT WESTERN BANK VISA	\$385.00	SEE VISA DETAIL
		NUTRITION FUND SUB-TOTAL	\$385.00	
		NUTRITION FUND GRAND TOTAL	<i>\$116,642.70</i>	

This is to certify that the following expenditures have been approved this 4th day of April, 2022

General Fund/Student Activity/Capital Projects/PPEL/Debt Service/SAVE

Childcare Fund Nutrition Fund			1,155.19 116,642.70
		\$. 10,0 12.110
	Trent Murphy, President	-	
	Ryan Weldon, Vice President	-	
		_	
	Sarah Barthole		
	Joy Burk	-	
	Katie Claeys	-	
	Aaron Johnson	-	
	Amy Tagliareni	-	

Jennifer Jamison, Board Secretary

4,572,132.45

Detail - Visa Procurement Cards April 1, 2022

VENDOR	AMOUNT
Travel & Transport	2,068.24
IA Dept of Public Safety	2,000.00
Concord Theatricals	1,989.95
The Sensory Path Inc.	1,500.00
Jesse Dalton Entertainment	1,225.00
Marriott Hotels	1,199.18
Amazon	1,136.20
Homewood Suites	
Westin Hotels	1,058.64 798.81
National Awards	798.81
GFOA	700.00
Home Depot	677.20
Pizza Ranch	535.68
GoBilda	
Blackburn Manufacturing	524.33
	508.90
Main Street Café	503.00
Ankeny Area Chamber of Commerce	500.00
JW Pepper	477.69
TeacherPayTeachers.com	442.05
The DJ Music Man	425.00 399.27
Sproxte	
National French Contest	391.00
ASBO International	390.00
Universal Edition AG	365.25
Book Creator	360.00
JoAnn Stores	354.13
Dollar Tree	349.10
Clay-King	336.72
AATSP	335.00
Walmart	333.82
Avis Rent-a-Car	331.46
Iowa Infinite Campus	323.16
Wee's Tees	316.00
Speed Stacks	309.92
NASSP Career Center	300.00
School Nutrition Association	300.00
Other World Com A/C Sales	276.79
Wristbands.com	271.58
Casey's	259.17
Hy-Vee	225.02
Dominos	224.00
Zio Johnos	220.00 216.00
Iowa Choral Directors Association	
SCICDA Stove Weige Music	216.00
Steve Weiss Mucis	209.90
Great Western Bank	200.00
Transistor, Inc.	190.00
Shutterstock	188.00
Leaning Tower of Pizza	176.00
NABC	175.00
Randall Strandridge Music	150.00
Science Center of Iowa	150.00
Senor Wooly LLC	150.00
Michael's	149.47
Facebook	182.36
Iowa Work-Based Learning	140.00
Menards	133.96
Ford & Garland	128.00

Detail - Visa Procurement Cards April 1, 2022

VENDOR	AMOUNT
Gimkit Pro	119.76
Target	119.26
Little Caesars	113.45
BBCrafts.com	107.10
School Specialty LLC	100.80
The Reading League	100.00
Iowa Basketball Coaches Assoc	99.75
Quizizz Inc.	96.00
Lowe's	95.92
Attainment Company	94.00
IA Academy of Nutrition & Diabetics	85.00
Infinite Campus	80.00
NISCA	75.00
Papa John's	73.50
OTC Brands	72.89
Murphy USA	72.58
Houghton Mifflin	71.95
NATAS	70.00
DK Hardware Supply	61.54
Mailchimp	56.99
Phonic Books	55.00
DBC	51.87
Gannett	51.00
ISPRA	50.00
BraedenAyres.com	50.00
Hunter Tones	50.00
Univesity of Oregon	49.99
Screenful	43.00
Jimmy John's	41.79
Staples	39.44
Track Central	39.00
Writereader.com	39.00
Adobe	37.09
Sight Reading Factory	35.00
University of Iowa	33.60
Fleet Farm	29.90
Indeed	25.00
Iowa Council of Teachers	25.00
Des Moines Airport	24.00
Drake University	23.89
-	
EasyKeys.com Audible	22.37
	21.18
Boomerang New York Times	14.99
	7.95
Arty Crafty Kids	5.00
USPS DC Brint Contor	4.53
PC Print Center	(2.60)
Book Outlet	(20.75)
United Airlines	(147.70)
Academic Therapy Web	(148.50)

Total	31,098.48



Item Cover Sheet

Title: Personnel Report

ATTACHMENTS:

File Name Description Type Upload Date

Personnel Report 4.4.22.pdf Personnel Report 4.4.22 Support Document 4/1/2022



AMENDED Personnel Memorandum April 4, 2022

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 21-22

*pending background check and/or post offer physical assessment

Appointments - Certified

Employee	Position	Location	Notes

Resignations - Certified

Employee	Position	Location	Notes

Appointments - Classified / Confidential

Employee	Position	Location	Notes
Faith Goldsworthy	Special Education Associate	Heritage Elementary	Pending Physical Assessment
Charlene Robinson	Special Education Associate	Prairie Ridge Middle School	
Kimberly Rivera	Lead Nutrition Services	Prairie Trail Elementary	Temporary assignment, 3/28/2022 - 6/2/2022

Jamie Hochstetler	Teacher Associate	Centennial High	
Yamile Diaz	Custodian	Northview Middle School	Pending Background and Physical Assessment
Scott Crawford	Custodian	Westwood Elementary	Physical Assessment
Brenda Harms-Karmi	Lead Nutrition Services	East Elementary	Temporary assignment, 1/18/2022 - 6/2/2022
Brittany Miller	Lead Nutrition Services	Westwood Elementary	Temporary assignment, 3/30/2022 - 6/2/2022

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Julie Hutton	Special Education Associate	Prairie Ridge Middle School	Resignation
Jennifer Terry	Food Service Team Lead	Westwood Elementary	Resignation
Sarah Madison	Special Education Associate	Heritage Elementary	Resignation
Tanya Jacobson	Special Education Associate	Northview Middle School	Resignation
Tonya Salvucci	Secretary	Ankeny High School	Rescind Acceptance
Katie Roland	Secretary	Rock Creek Elementary	Resignation
Maci Ballard	Special Education Associate	Rock Creek Elementary	Resignation

Appointments - Administrative

Employee	Position	Location	Notes
Julia Taylor	Sub - Interim	Southview Middle	Days worked will be
	Assistant Principal	School	April 13 - June I

Resignations - Administrative

Employee	Position	Location	Notes

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Brett Delaney	Strength & Conditioning - Spring Session (AM)	Northview Middle School	
Scott Sammons	8th Assistant Boys Track	Southview Middle School	21-22 School Year Only Due to Student Participation
Emma Harper	Assistant Girls Track	Centennial High	

Resignations - Extra Curricular

Employee	Position	Location	Notes

SY 22-23

Appointments - Certified

Employee	Position	Location	Notes
Licia Pettit	EL Teacher	Rock Creek Elementary & Westwood Elementary	Reassigned from EL Teacher at Rock Creek Elementary
Alayna Graeve	Middle School Math Teacher	Prairie Ridge Middle School	Transferring from 3rd Grade Teacher at Northeast Elementary
Jedd Sherman	SpanishI/II Teacher	Southview Middle School	
Rachel Roshek	3rd Grade Teacher	Rock Creek Elementary	

^{*}pending background check and/or post offer physical assessment

Nicole Schick	2nd Grade Teacher	Southeast Elementary	Transferring from 5th Grade Teacher at Westwood
Jon Aldrich	Science	Centennial High	
Linka Pace	Language Arts	Centennial High	
Laura Reis	Physical Education	Ankeny High	Transferred from Health at Parkview
Ashley Gellings	Special Education Teacher	Terrace Learning Center	
Ellen Koster	5th Grade Teacher	Southeast Elementary	
Gary Birdwell	Social Studies	Ankeny High	Pending Background
Brogan Kearney	Instrumental Music	Centennial High	
Nathan Lingren	Activities/Athletic Director	Centennial High	

Resignations - Certified

Employee	Position	Location	Notes
Brian Petersen	5th Grade Teacher	Westwood Elementary	Resignation
Sarah Oswald	Spanish	Centennial High	Resignation
Kylie Barragan	2nd Grade Teacher	Rock Creek Elementary	Resignation
Courtney Shryock	2nd Grade Teacher	Rock Creek Elementary	Resignation
Lauren Hedlund	5th Grade Teacher	Prairie Trail Elementary	Resignation

Appointments - Classified / Confidential

Employee	Position	Location	Notes

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Vicki Lallier	Teacher Associate	Westwood Elementary	Retirement

Sara Smith	Food Service	Northview Middle School	Resignation
Barbara Svoboda	Special Education Associate	Prairie Ridge Middle School	Retirement
Michelle Stout	Special Education Associate	Northwest Elementary	Retirement
Sarah Ward	Special Education Associate	Terrace Learning Center	Resignation

Appointments - Administrative

Employee	Position	Location	Notes
Jason Aker	Middle School Principal	Prairie Ridge Middle School	
Sheila Schmidt	Preschool Principal	Terrace Learning Center	Pending Background Check

Resignations - Administrative

Employee	Position	Location	Notes

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Sarah Cain	Head Fall Cheerleading	Ankeny High School	
Christopher Harken	Assistant JV2 Girls Basketball	Northview	
Johnathon Bingham	Head JV Wrestling	Ankeny High	Pending Background

Resignations - Extra Curricular

Employee	Position	Location	Notes
Dallas Ott	Head Dance Team Coach	Ankeny High School	
Jacob Blumer	JV2 Head Girls Basketball	Southview	

Christopher Danner	9th Head Boys Basketball	Southview	
Michelle Stout	Head Girls Swimming	Ankeny/Centennial High	
Michelle Stout	Assistant Boys Swimming	Ankeny/Centennial High	
Michelle Stout	8th Head Girls Swimming	Northview/Southview	



Item Cover Sheet

Title: Paid Bills

ATTACHMENTS:

File Name Description Type Upload Date

<u>April 18 2022 Paid Bills.pdf</u> April 18, 2022 Paid Bills Support Document 4/15/2022

Charles :	*	W . 1 . N	-	5
Check Number 465852	Transaction Fund GENERAL	Vendor Name COLLECTION SERVICES CENTER	Transaction Amount	Remarks OTHER DISBURSEMENT
465853	GENERAL		ļ	
465854		ROTH - COMMON REMITTER	·	OTHER DISBURSEMENT
	GENERAL	COMMON REMITTER SERVICES	. ,	OTHER DISBURSEMENT
465855	GENERAL	ESTATE OF STEVEN PAULSON	· · · · · · · · · · · · · · · · · · ·	OTHER DISBURSEMENT
465856	GENERAL	GENERAL FUND - DENTAL SERVICE		OTHER DISBURSEMENT
465857	GENERAL	GREAT WESTERN BANK	. ,	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	. ,	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK		OTHER DISBURSEMENT
465858	GENERAL	IOWA DEPARTMENT OF REVENUE		OTHER DISBURSEMENT
465859	GENERAL	ISOLVED BENEFIT SERVICES	ļ .	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES		OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	·	OTHER DISBURSEMENT
465860	GENERAL	NORTHERN HILLS COLLECTIONS INC	<u> </u>	OTHER DISBURSEMENT
465861	GENERAL	TREASURER STATE OF IOWA		OTHER DISBURSEMENT
465862	GENERAL	FIDELITY SECURITY LIFE	· · ·	OTHER DISBURSEMENT
465863	GENERAL	COLONIAL LIFE PROCESSING CENTER	· ·	OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER	7	OTHER DISBURSEMENT
14796	GENERAL	COLONIAL LIFE PROCESSING CENTER	ļ	OTHER DISBURSEMENT
465864	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	. ,	INSTR DISBURSEMENT
	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	. ,	INSTR DISBURSEMENT
465865	GENERAL	UHS PREMIUM BILLING	1 ,,	OTHER DISBURSEMENT
465866	GENERAL	A + LAWN & LANDSCAPE - ANKENY	· · · · · · · · · · · · · · · · · · ·	MAINT SERVICE
465867	GENERAL	ABC PEST CONTROL	\$1,195.50	MAINT SERVICE
465868	GENERAL	ACCO UNLIMITED CORP	\$75.00	MAINT DUES
465869	GENERAL	ACME TOOLS	\$178.00	INSTR SUPPLIES
465870	GENERAL	ADVENTURE LIGHTING INC	\$896.32	MAINT SUPPLIES
465871	GENERAL	ADVENTURELAND FESTIVAL BAND-JR HIGH	\$300.00	INSTR DUES
465872	GENERAL	ALL CITY MANAGEMENT SERVICES	\$7,506.38	MAINT SERVICE
465873	GENERAL	ALL MAKES OFFICE EQUIPMENT	\$4,168.05	INSTR SUPPLIES
465874	GENERAL	ALEXIS ALVAREZ	\$406.15	OTHER DISBURSEMENT
465876	GENERAL	AMAZON BUSINESS	\$103.96	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$12.60	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$281.99	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$269.73	INSTR BOOKS
	GENERAL	AMAZON BUSINESS	\$224.93	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$1,965.52	INSTR SUPPLIES
465877	ACTIVITY	ANDERSON/ERICKSON DAIRY INC.	\$32.16	INSTR SUPPLIES
465878	GENERAL	APPLES OF GOLD CENTER FOR LEARNING	\$650.00	ADMIN SERVICE
465879	GENERAL	ARC IOWA PT PLUS LLC	\$1,000.00	ADMIN SERVICE
465880	GENERAL	ARNOLD MOTOR SUPPLY	\$452.57	MAINT SUPPLIES
	GENERAL	ARNOLD MOTOR SUPPLY	\$68.24	MAINT SUPPLIES
465881	NON STUDENT AGENCY	ATLANTIC BOTTLING CO.	\$46.84	INSTR SUPPLIES
465882	ACTIVITY	B & H PHOTO-VIDEO	\$349.81	INSTR EQUIP
	GENERAL	B & H PHOTO-VIDEO	\$175.11	INSTR SUPPLIES
	GENERAL	B & H PHOTO-VIDEO	\$125.37	MAINT SUPPLIES
	ACTIVITY	B & H PHOTO-VIDEO	\$119.00	INSTR EQUIP
	GENERAL	B & H PHOTO-VIDEO	\$125.37	MAINT SUPPLIES
465883	GENERAL	BACKGROUND INVESTIGATION BUREAU LLC	\$1,445.50	ADMIN SERVICE
465884	GENERAL	MARK J. BECKER & ASSOCIATES LLC	\$5,000.00	ADMIN SERVICE
465885	GENERAL	BLANK PARK ZOO INC	\$524.00	INSTR DUES
	GENERAL	BLANK PARK ZOO INC	\$820.00	INSTR DUES
465886	GENERAL	DICK BLICK	\$183.95	INSTR SUPPLIES
465887	ATHLETIC	BOBS CUSTOM TROPHIES	\$223.50	INSTR SUPPLIES
465888	ATHLETIC	BSN SPORTS LLC	\$399.64	INSTR SUPPLIES
465889	NON STUDENT AGENCY	CANDI'S FLOWERS LLC	\$55.00	INSTR SUPPLIES
465890	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$9,307.81	MAINT SUPPLIES
465891	GENERAL	CARQUEST AUTO PARTS	. ,	MAINT SUPPLIES
465892	ACTIVITY	CENTRAL IOWA TRAILER SALES	· ·	INSTR EQUIP
465893	GENERAL	JON CHAPMAN		INSTR SERVICE
465894	GENERAL	JESSICA CHARLSON	· · · · · · · · · · · · · · · · · · ·	OTHER DISBURSEMENT
465895	GENERAL	CHEMSEARCH	· · · · · · · · · · · · · · · · · · ·	MAINT SERVICE
465896	GENERAL	CIT CHARTERS		TRANSP SERVICE
			T-,	

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Check Number		Vendor Name	Transaction Amount	
465897	GENERAL	CITY OF ANKENY		TRANSP SUPPLIES
	GENERAL	CITY OF ANKENY		MAINT SUPPLIES
	GENERAL	CITY OF ANKENY		TRANSP SUPPLIES
465898	ATHLETIC	CHRIS CIVITATE		INSTR OFFICIALS
465899	GENERAL	COCOA CREATIVE AGENCY	. ,	ADMIN SERVICE
465900	GENERAL	COMBUSTION CONTROL CO		MAINT SERVICE
465901	ATHLETIC	DALLAS CENTER-GRIMES COMM SCHOOL DI		INSTR DUES
465902	ATHLETIC	DANCIN WITH ROXIE ANKENY INC.		INSTR SUPPLIES
465903	GENERAL	DEAF SERVICES UNLIMITED		INSTR SUPPLIES
465904	ATHLETIC	DECKER SPORTING GOODS INC	· · ·	INSTR SUPPLIES
465905	GENERAL	DENNIS SUPPLY CO	•	MAINT SUPPLIES
465906	GENERAL	DES MOINES PERFORMING ARTS		INSTR DUES
465907	GENERAL	DES MOINES REGISTER - NIE	1	INSTR SUPPLIES
	GENERAL	DES MOINES REGISTER - NIE	\$131.00	MEDIA BOOKS
	ACTIVITY	DES MOINES REGISTER - NIE	\$131.00	INSTR SUPPLIES
465908	GENERAL	DES MOINES STEEL FENCE CO. INC	\$1,345.00	MAINT SUPPLIES
	GENERAL	DES MOINES STEEL FENCE CO. INC	\$2,775.00	MAINT SERVICE
465909	GENERAL	SOFIA DICKENS		OTHER DISBURSEMENT
465910	ATHLETIC	GREG DOLLENS	\$120.00	INSTR OFFICIALS
465911	GENERAL	DURHAM SCHOOL SERVICES	\$429,297.93	TRANSP SERVICE
	GENERAL	DURHAM SCHOOL SERVICES	\$61,142.88	TRANSP SERVICE
465912	ATHLETIC	EAST HIGH SCHOOL	\$100.00	INSTR DUES
465913	GENERAL	ECHO ELECTRIC SUPPLY CO	\$212.92	MAINT SUPPLIES
465914	GENERAL	ELECTRONIC ENGINEERING CO	\$1,141.60	MAINT SUPPLIES
465915	GENERAL	ELITE GLASS AND METAL LLC	\$670.00	MAINT SERVICE
465916	GENERAL	THERESA EVEN	\$537.47	OTHER DISBURSEMENT
465917	GENERAL	THE FASTENAL COMPANY	\$470.10	MAINT SUPPLIES
	GENERAL	THE FASTENAL COMPANY	\$65.00	MAINT SUPPLIES
465918	GENERAL	FIBER PLATFORM LLC	\$2,828.00	ADMIN SERVICE
465919	GENERAL	FILTER SHOP INC.	\$2,160.75	MAINT SERVICE
	GENERAL	FILTER SHOP INC.	\$1,051.83	MAINT SUPPLIES
	GENERAL	FILTER SHOP INC.	\$2,459.03	MAINT SUPPLIES
465920	SAVE - CP	FREVERT RAMSEY KOBES	\$8,925.45	CONSTRUCT SERVICE
465921	GENERAL	FRONTSTREAM HOLDINGS LLC	\$434.80	ADMIN SERVICE
465922	GENERAL	GENERAL FIRE & SAFETY EQUIPMENT	\$180.00	MAINT SERVICE
465923	GENERAL	GO FUSION TECHNOLOGIES LLC	\$200.00	MAINT SERVICE
465924	GENERAL	W.W. GRAINGER INC.	\$276.59	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$513.74	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$232.45	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$504.82	MAINT SUPPLIES
465925	GENERAL	GRAYBAR ELECTRIC COMPANY INC	\$47.88	ADMIN SUPPLIES
465926	GENERAL	GREAT WESTERN BANK	\$854.62	OTHER DISBURSEMENT
465927	ATHLETIC	HARVEST VINEYARD CHURCH OF AMES	\$80.00	INSTR SERVICE
465928	GENERAL	HAWKEYE TRUCK EQUIPMENT	\$215.00	MAINT SUPPLIES
465929	GENERAL	KRISTINA HETHCOT		OTHER DISBURSEMENT
465930	GENERAL	HOTSY CLEANING SYSTEMS INC	\$275.00	MAINT SUPPLIES
	GENERAL	HOTSY CLEANING SYSTEMS INC	' '	MAINT SUPPLIES
465931	GENERAL	HYDRONIC ENERGY INC.		MAINT SUPPLIES
465932	GENERAL	HY-VEE - N. ANKENY BLVD		INSTR SUPPLIES
465933	GENERAL	INFINITE CAMPUS	'	ADMIN SERVICE
465934	GENERAL	INFOMAX OFFICE SYSTEMS	· '	ADMIN SERVICE
	GENERAL	INFOMAX OFFICE SYSTEMS	<u> </u>	ADMIN SUPPLIES
465935	SAVE - CP	INFRASTRUCTURE ENGINEERING INC		CONSTRUCT SERVICE
465936	GENERAL	INSPIRE TO CREATE ENTERPRISES LLC	·	INSTR SUPPLIES
465937	ATHLETIC	IOWA CITY WEST HIGH SCHOOL	• ' '	INSTR DUES
465938	GENERAL	IOWA COMMUNICATIONS NETWORK		ADMIN SERVICE
465938	GENERAL	IOWA COMMUNICATIONS NETWORK IOWA HIGH SCHOOL MUSIC ASSOC.		INSTR SUPPLIES
465939		IOWA HIGH SCHOOL MUSIC ASSOC. IOWA HIGH SCHOOL SPEECH ASSOC		INSTR SUPPLIES
	ACTIVITY		•	
465941	GENERAL	IOWA HOME CARE WEST DES MOINES		INSTR SERVICE
465942	ACTIVITY	IOWA HOMELESS YOUTH CENTER		INSTR REFUNDS
465943	GENERAL	IOWA INTERNATIONAL CENTER	· ·	ADMIN SERVICE
465944	GENERAL	UNDERGROUND LOCATION COMPANY	· · · · · · · · · · · · · · · · · · ·	MAINT SERVICE
465945	ATHLETIC	IOWA SPORTS SUPPLY INC	\$1,362.50	INSTR SUPPLIES

Charles :			T	
Check Number 465946	Transaction Fund GENERAL	Vendor Name IOWA TESTING PROGRAMS	Transaction Amount	Remarks INSTR SERVICE
465947	ATHLETIC	MALCOM DOUGLAS JACKSON		INSTR OFFICIALS
465948	PPEL	JC TOLAND PAINTING LLC		CONSTRUCT SERVICE
465949				INSTR SUPPLIES
	GENERAL	JEFF CHAMBERS MUSIC	. ,	
465950	MANAGEMENT	JESTER INSURANCE SERVICES	1,	MAINT SERVICE
465951	GENERAL	JOHNSON CONTROLS	· '	MAINT SUPPLIES
465952	GENERAL	JONES SCHOOL SUPPLY CO, INC	<u> </u>	INSTR SUPPLIES
465953 465954	GENERAL	JOSTENS	• • • • • • • • • • • • • • • • • • • •	ADMIN SUPPLIES
	GENERAL	JOSTENS		ADMIN SUPPLIES
465955	GENERAL	KARL CHEVROLET		MAINT SUPPLIES
465056	GENERAL	KARL CHEVROLET	· · · · · · · · · · · · · · · · · · ·	MAINT SERVICE
465956	GENERAL	KELE INC	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
465957	ATHLETIC	ERIC KOCHNEFF		INSTR OFFICIALS
465958	GENERAL	LANGUAGETECH INC		ADMIN SERVICE
465959	PPEL	LASER RESOURCES L.L.C.		ADMIN EQUIP
465960	GENERAL	FATIMA LAZAR	<u> </u>	OTHER DISBURSEMENT
465961	GENERAL	LIVING HISTORY FARMS		INSTR DUES
465962	GENERAL	JOSIE LUCAS		OTHER DISBURSEMENT
465963	ATHLETIC	MICHAEL LUCHT	· · · · · · · · · · · · · · · · · · ·	INSTR OFFICIALS
465964	GENERAL	MACKIN EDUCATIONAL RESOURCES	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
465965	GENERAL	MAIL SERVICES LLC	\$740.51	ADMIN SERVICE
465966	GENERAL	MAJESTIC LIMOUSINE SERVICE LLC	\$2,668.80	TRANSP SERVICE
465967	GENERAL	MARTIN BROTHERS	\$2,416.26	INSTR SUPPLIES
465968	GENERAL	MCDONALD IMAGING SOLUTIONS INC	\$54.60	INSTR SUPPLIES
465969	GENERAL	JANELLE MEDICI	\$210.72	OTHER DISBURSEMENT
465970	GENERAL	MENARDS	\$49.99	MAINT SUPPLIES
	GENERAL	MENARDS	\$338.00	MAINT SUPPLIES
	GENERAL	MENARDS	\$101.25	MAINT SUPPLIES
	GENERAL	MENARDS	\$69.80	MAINT SUPPLIES
	GENERAL	MENARDS	\$99.37	MAINT SUPPLIES
	GENERAL	MENARDS	\$73.33	INSTR SUPPLIES
	GENERAL	MENARDS	\$25.08	MAINT SUPPLIES
	GENERAL	MENARDS	\$39.99	MAINT SUPPLIES
465971	SAVE - CP	MIDWEST AUTOMATIC FIRE SPRINKLER	\$339.61	CONSTRUCT SERVICE
465972	GENERAL	MIDWEST COMPUTER PRODUCTS INC.	\$500.00	MAINT SUPPLIES
465973	ATHLETIC	JOHN C MISTRETTA	\$115.00	INSTR OFFICIALS
465974	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	\$143.53	ADMIN SERVICE
	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	\$18.31	ADMIN SERVICE
465975	ATHLETIC	HARIS MUJIC	\$120.00	INSTR OFFICIALS
465976	GENERAL	NICHOLS CONTROLS AND SUPPLY LLC	\$118.40	MAINT SUPPLIES
465977	GENERAL	OFFICE DEPOT	\$1,073.44	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$93.03	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$587.56	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$15.59	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$73.94	MAINT SUPPLIES
	GENERAL	OFFICE DEPOT	\$27.49	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$750.86	INSTR SUPPLIES
465978	SAVE - CP	OLP CONSTRUCTION LLC		CONSTRUCT SERVICE
465979	ATHLETIC	ESAD OMANOVIC	· '	INSTR OFFICIALS
465980	GENERAL	OPC DIRECT	-	ADMIN SUPPLIES
465981	GENERAL	BRANDON ORTIZ JR	· ·	ADMIN TRAVEL
465982	ATHLETIC	OTTER CREEK GOLF COURSE		INSTR SUPPLIES
465983	GENERAL	THE PAPER CORPORATION		MAINT SUPPLIES
	GENERAL	THE PAPER CORPORATION	. ,	ADMIN SUPPLIES
465984	GENERAL	CHERESE PEARSON		INSTR TRAVEL
465985	ATHLETIC	PIONEER MANUFACTURING		INSTR SUPPLIES
465986	GENERAL	PLUMB SUPPLY CO.		MAINT SUPPLIES
.03730	GENERAL	PLUMB SUPPLY CO.		MAINT SUPPLIES
	GENERAL	PLUMB SUPPLY CO.	* * * * * * * * * * * * * * * * * * * *	MAINT SUPPLIES
465987	PPEL	METEOR EDUCATION LLC		MAINT EQUIP
				· -
465988	ATHLETIC	AMOS E PURCELL IV		INSTR OFFICIALS
465989	ACTIVITY	QUALITY LOGO PRODUCTS INC		INSTR SUPPLIES
465990	PPEL	RECYCLED RUBBER PRODUCTS DISTRIBUTO	\$6,677.00	CONSTRUCT SUPPLIES

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
465991	GENERAL	NICOLE REED		OTHER DISBURSEMENT
465992	NON STUDENT AGENCY	REVTRAK	<u> </u>	COMM ENG SERVICE
465993	GENERAL	FRANK RIEMAN MUSIC INC	· · ·	INSTR SUPPLIES
403333	GENERAL	FRANK RIEMAN MUSIC INC		INSTR SERVICE
465994	GENERAL	RIO GRANDE GEMS AND FINDINGS		INSTR SUPPLIES
465995	GENERAL	RISER INC		
		1	· · · · · ·	MAINT SERVICE
465996	PPEL	RKB SYSTEMS LLC		CONSTRUCT EQUIP
	PPEL	RKB SYSTEMS LLC	•	CONSTRUCT SERVICE
	SAVE - CP	RKB SYSTEMS LLC		CONSTRUCT SERVICE
465997	GENERAL	ROBERT HALF OFFICE TEAM	· · ·	ADMIN SERVICE
465998	ACTIVITY	RYDER TRANSPORTATION SERVICES	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
465999	ATHLETIC	TMS3 ENTERPRISES LLC		INSTR SUPPLIES
466000	GENERAL	SCHIPPERS ELECTRIC LLC	· · · · · · · · · · · · · · · · · · ·	MAINT SERVICE
466001	GENERAL	SCHOLASTIC BOOK FAIRS	\$302.84	MEDIA SERVICE
466002	GENERAL	SCIENCE CENTER OF IOWA	\$888.00	INSTR DUES
466003	GENERAL	SECRETARY OF STATE	\$30.00	ADMIN DUES
466004	ATHLETIC	SECURITAS SECURITY SERVICES USA INC	\$595.98	INSTR SERVICE
	GENERAL	SECURITAS SECURITY SERVICES USA INC	\$4,141.53	ADMIN SERVICE
466005	GENERAL	SETPOINT MECHANICAL SERVICES LLC	\$2,975.41	MAINT SERVICE
	GENERAL	SETPOINT MECHANICAL SERVICES LLC	\$509.40	MAINT SUPPLIES
466006	SAVE - CP	SIGNARAMA - URBANDALE	\$4,390.81	CONSTRUCT SERVICE
	GENERAL	SIGNARAMA - URBANDALE	\$647.58	INSTR SUPPLIES
466007	ACTIVITY	TAMMY SIMMS	\$14.00	INSTR SUPPLIES
466008	ATHLETIC	EMRAH SIMSEK	\$120.00	INSTR OFFICIALS
466009	ACTIVITY	SLEISTER MUSIC	\$20.00	INSTR SUPPLIES
466010	GENERAL	SMITH'S SEWER SERVICE INC	\$468.45	MAINT SERVICE
466011	GENERAL	SOLUTION TREE LLC	<u> </u>	ADMIN SERVICE
466012	ATHLETIC	ROBERT SOREY	. ,	INSTR OFFICIALS
466013	ATHLETIC	AMY SPARKS	· · · · · · · · · · · · · · · · · · ·	INSTR OFFICIALS
466014	ATHLETIC	ABIGAIL SPEICHINGER		INSTR OFFICIALS
466015	GENERAL	ERIN STOLTENBERG		INSTR SUPPLIES
466016	GENERAL	STONER MUSIC INC		INSTR SERVICE
466017	ATHLETIC	NICHOLAS TERHALL	<u> </u>	INSTR OFFICIALS
466018			<u> </u>	
	GENERAL	THINKING CAP QUIZ BOWL	1	INSTR SUPPLIES
466019	GENERAL	REBECCA THOMAS	<u> </u>	OTHER DISBURSEMENT
466020	ATHLETIC	HIDAJET TICA	·	INSTR OFFICIALS
466021	GENERAL	TIMECLOCK PLUS BY DATA MGMT INC.	1 -7-	ADMIN SERVICE
466022	GENERAL	TK ELEVATOR CORP	<u> </u>	MAINT SERVICE
466023	GENERAL	TOWNSEND CO	· · · · · · · · · · · · · · · · · · ·	MAINT SUPPLIES
466024	GENERAL	TRACTOR SUPPLY CO TSC	•	MAINT SUPPLIES
466025	GENERAL	TREETOP PUBLISHING	\$500.50	INSTR SUPPLIES
466026	ATHLETIC	ANDREW UMTHUN	\$160.48	INSTR TRAVEL
466027	GENERAL	UNITYPOINT AT HOME	\$44,910.00	INSTR SERVICE
466028	GENERAL	VALLEY ENVIRONMENTAL SERVICES	\$34.40	MAINT SERVICE
466029	ATHLETIC	AARON VALLEY	\$120.00	INSTR OFFICIALS
466030	GENERAL	ERIN VAN DORIN	\$186.44	INSTR TRAVEL
466031	GENERAL	VAN WALL EQUIPMENT INC	\$944.98	MAINT SUPPLIES
466032	GENERAL	VERITIV OPERATING CO	\$2,421.06	ADMIN SUPPLIES
466033	PPEL	CORY VITZTHUM	\$7,456.60	CONSTRUCT SERVICE
466034	ATHLETIC	VOLK IMAGES LLC	\$180.00	INSTR SUPPLIES
466035	ATHLETIC	TODD WADDELL	\$52.50	INSTR OFFICIALS
466036	GENERAL	WALSH DOOR & HARDWARE	<u> </u>	MAINT SUPPLIES
	SAVE - CP	WALSH DOOR & HARDWARE	• • • • • • • • • • • • • • • • • • • •	CONSTRUCT SERVICE
466037	GENERAL	WASTE MANAGEMENT OF IOWA	· · ·	MAINT SERVICE
466038	GENERAL	WEST MUSIC COMPANY		INSTR SUPPLIES
466039	ATHLETIC	TOBY WHITE	· · · · · · · · · · · · · · · · · · ·	INSTR OFFICIALS
466040	GENERAL	WINDSTAR LINES INC	•	TRANSP SERVICE
466041	ATHLETIC	SHAWN WOLFEE		INSTR SERVICE
466042	GENERAL	LILLIE KATHRYN WROBEL		INSTR SERVICE
466043	GENERAL	ROBERT HALF OFFICE TEAM	· · · · · · · · · · · · · · · · · · ·	ADMIN SERVICE
+00U43	GLNERAL	KODEK I HALF OFFICE TEAM	\$8,328.00	WOLITH SEKATCE
		CENERAL FUND CUE TOTAL	40 700 007	
		GENERAL FUND SUB-TOTAL	\$2,703,865.09	

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Check Number 16087		Vendor Name	Transaction Amount	
16088	GENERAL ATHLETIC	WINDSTREAM CREAT WESTERN BANK	· · · · · · · · · · · · · · · · · · ·	ADMIN SERVICE
		GREAT WESTERN BANK	. ,	ATHLETIC CHANGE CASH
16089 16090	ATHLETIC	GREAT WESTERN BANK	. ,	ATHLETIC CHANGE CASH
	ATHLETIC	ROBERT SNYDER	· ·	INSTR OFFICIALS
16091	ACTIVITY	ANDERSON/ERICKSON DAIRY INC.	<u> </u>	INSTR SUPPLIES
16092	GENERAL	BULLSEYE TELECOM	·	ADMIN SERVICE
16093	GENERAL	MEDIACOM		ADMIN SERVICE
16094	ACTIVITY	JOHN BRADLEY MUNFORD		INSTR SERVICE
16095	GENERAL	WINDSTREAM	· '	ADMIN SERVICE
16096	ATHLETIC	GREAT WESTERN BANK		ATHLETIC CHANGE CASH
16097	ACTIVITY	SAM'S CLUB	·	INSTR SUPPLIES
	GENERAL	SAM'S CLUB	' '	INSTR SUPPLIES
16102	ACTIVITY	AMAZON BUSINESS	·	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	<u>'</u>	MEDIA BOOKS
	ATHLETIC	AMAZON BUSINESS	<u>'</u>	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	· ' '	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS		ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	' ' '	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS		MEDIA SUPPLIES
	ACTIVITY	AMAZON BUSINESS	<u>'</u>	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	<u>'</u>	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	<u>'</u>	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · /	ADMIN SUPPLIES
	NON STUDENT AGENCY	AMAZON BUSINESS	· ·	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	· · · · · · · · · · · · · · · · · · ·	INSTR SUPPLIES
16103	ACTIVITY	FBLA IOWA STATE CHAPTER	· · · · · · · · · · · · · · · · · · ·	INSTR DUES
	ACTIVITY	FBLA IOWA STATE CHAPTER		INSTR DUES
16104	ATHLETIC	GREAT WESTERN BANK		ATHLETIC CHANGE CASH
16105	ATHLETIC	GREAT WESTERN BANK		ATHLETIC CHANGE CASH
16106	GENERAL	MEDIACOM	· · · · · · · · · · · · · · · · · · ·	ADMIN SERVICE
16107	GENERAL	MCI	\$217.70	ADMIN SERVICE
		GENERAL FUND SUB-TOTAL	\$40,880.10	
		GENERAL FUND GRAND TOTAL	\$2,744,745.19	
700676	CHILD CARE FUND	BLANK PARK ZOO INC		INSTR SERVICE
700677	CHILD CARE FUND	DURHAM SCHOOL SERVICES		TRANSP SERVICE
700678	CHILD CARE FUND	REVTRAK	\$13.96	ADMIN SERVICE
		CHILD CARE FUND GRAND TOTAL	\$18,211.96	
246357	NUTRITION	AMAZON BUSINESS		NUTRITION SUPPLIES
246358	NUTRITION	AMERICAN BOTTLING COMPANY	' '	NUTRITION SUPPLIES
246359	NUTRITION	BASCOM TRUCK & AUTOMOTIVE INC.	· ·	MAINT SERVICE
246360	NUTRITION	DES MOINES STAMP MFG CO	<u> </u>	NUTRITION SUPPLIES
246361	NUTRITION	EMS DETERGENT SERVICES	· · · · · · · · · · · · · · · · · · ·	NUTRITION SUPPLIES
246362	NUTRITION	GOODWIN TUCKER GROUP		MAINT SERVICE
246364	NUTRITION	LOFFREDO FRESH PRODUCE CO	· ' '	NUTRITION SUPPLIES
246368	NUTRITION	MARTIN BROTHERS		NUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS		NUTRITION SUPPLIES
246369	NUTRITION	OFFICE DEPOT	·	NUTRITION SUPPLIES
246370	NUTRITION	PAN O GOLD BAKING CO	. ,	NUTRITION SUPPLIES
246371	NUTRITION	RESOURCE SERVICES INC	<u> </u>	MAINT SERVICE
246372	NUTRITION	WESTSIDE PARTS & SERVICE	\$114.95	MAINT SERVICE
		NUTRITION FUND GRAND TOTAL	\$165,869.48	

This is to certify that the following expenditures have been approved this 18th day of April, 2022

General Fund/Student Activity	\$	2,744,745.19	
Childcare Fund Nutrition Fund	\$ \$	18,211.96 165,869.48	
	Trent Murphy, President		
	Ryan Weldon, Vice President		
	Sarah Barthole		
	Joy Burk		
	Katie Claeys		
	Aaron Johnson		
	Amy Tagliareni		
	Jennifer Jamison, Board Secretary		



Item Cover Sheet

Title: Personnel Report

ATTACHMENTS:

File Name Description Type Upload Date

Personnel Report 4.18.22.pdf Personnel Report 4.18.22 Support Document 4/15/2022



AMENDED Personnel Memorandum April 18, 2022

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 21-22

*pending background check and/or post offer physical assessment

Appointments - Certified

Employee	Position	Location	Notes

Resignations - Certified

Employee	Position	Location	Notes
Tiffany Good	7th Grade Math	Parkview Middle School	Contract Abandonment

Appointments - Classified / Confidential

Employee	Position	Location	Notes
Jeanie Schlotterback	Cook I	Northwest Elementary	Transferring from Northeast Elementary
Anthony Rumbaugh	Special Education Associate	Southeast Elementary	
Jackson Brannan	Special Education Associate	Southeast Elementary	Pending Background Check

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Jamie Hochstetler	Teacher Associate	Centennial High	Rescinded job offer
Michelle Gray	Special Education Associate	Heritage Elementary	Resignation

Appointments - Administrative

Employee	Position	Location	Notes
Brenda Colby	District Support	Ankeny High	Interim

Resignations - Administrative

Employee	Position	Location	Notes

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Robert Hoeg	10th Assistant Baseball	Centennial High	

Resignations - Extra Curricular

Employee	Position	Location	Notes

SY 22-23

Appointments - Certified

Employee	Position	Location	Notes
Lauren Person	Special Education Teacher	Neveln	
Pari Brown	Instructional Coach	Rock Creek Elementary	Transferring from 3rd Grade at Ashland Ridge Elementary
Abbee Nielsen	3rd Grade Teacher	Southeast Elementary	
Hilary Mullen	Tap Teacher	Centennial / Ankeny HS	
Audra Rasmussen	DOP Success Teacher	Centennial High	
Sarrah Hammond	Vocal Music Teacher	Prairie Trail Elementary	
Dana Tracy	Literacy Specialist	District Wide	
Haley Root	Special Education Teacher	Northwest Elementary	Reassigned from Special Education Teacher at Prairie Trail Elementary
Madison Oster	2nd Grade Teacher	Rock Creek Elementary	Transferring from 1st Grade at Rock Creek Elementary
Carrie Wempen	Business Teacher	Ankeny High	
Tabatha Farley	2nd Grade Teacher	Northeast Elementary	Reassigned from 3rd Grade at Northeast Elementary
Cameron Chiste	Science	Centennial High	
DeAnn Adams	Special Education	Centennial High	Transferring from Special Education at Northview

^{*}pending background check and/or post offer physical assessment

Resignations - Certified

Employee	Position	Location	Notes
Anne Larson	Nurse	Parkview Middle School	Resignation
Marci Bailey	Instructional Coach	Prairie Ridge Middle School	Resignation
Shelby Lindaman	6th Grade Math Teacher	Prairie Ridge Middle School	Resignation
Taylor Davenport	Science	Centennial High	Resignation
Mitzi Petersen	Instructional Coach	Centennial High	Resignation

Appointments - Classified / Confidential

Employee	Position	Location	Notes
Megan Perry	Building Secretary - 9 month	Southeast Elementary	
Linda Brooks	Building Secretary - 9 month	Ankeny High	

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Julie Brennan	Teacher Associate	Heritage Elementary	Retirement
Mary Andersen	Teacher Associate	Westwood Elementary	Retirement

Appointments - Administrative

Employee	Position	Location	Notes
Emily Rash	Associate Principal	Parkview Middle School	Moving up from Assistant Principal to Associate
Tonia Burrell	Assistant Principal	Parkview Middle School	
Amy Steenhoek	Postsecondary Success Specialist	District Office	Approved to start June 1, 2022

Resignations - Administrative

Employee	Position	Location	Notes
Andrew Umthun	Activities/Athletic Director	Ankeny High	Resignation
Austin Roy	Student & Building Support Specialist	Ankeny High	Resignation
Ty Adams	Elementary Principal	Heritage Elementary	Resignation

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Jonathon Bingham	Head JV Wrestling	Southview	
Marc Shalkowski	9th Assistant Boys Basketball	Northview	
Maddison Cheney	Fall Assistant Cheerleading	Ankeny High	Moved up from 9th Fall Cheerleading at Southview
Brittany Pomerenke	8th Assistant Volleyball	Northview	
Carrie Wempen	BPA Sponsor	Ankeny High	
Mikel Radue	9th Assistant Boys Basketball	Northview	Reassigned from 9th Head Boys Basketball
Tyler McDonald	9th Head Boys Basketball	Northview	Reassigned from 9th Assistant Boys Basketball
Quinn Groff	Assistant Girls Cross Country	Ankeny High	
Christopher Amundson	Girls Swim Diving Coach	Ankeny High / Centennial High	
Courtney Dankert	Head Varsity Dance	Ankeny High	
Justin Crouch	Head Girls Swimming	Ankeny High/Centennial High	

Steven Jones	Assistant Boys	Ankeny	Pending Background
	Swimming	High/Centennial High	

Resignations - Extra Curricular

Employee	Position	Location	Notes
Taylor Davenport	Student Council	Centennial High	
William Janssen	10th Assistant Football	Ankeny High	
William Janssen	Assistant Boys Track	Ankeny High	
Amy Bossard	Student Council	Centennial High	
Mitzi Petersen	Prom Assistant	Centennial High	
Quinn Groff	8th Head Boys Cross Country	Southview	
Amanda Parton	Girls Swim/Diving Coach	Ankeny High/Centennial High	
Justin Crouch	Assistant Girls Swimming	Ankeny High/Centennial High	

Item Cover Sheet

Title: Approval of Consent Agenda

Extended Information: Superintendent Recommendations: Approve and accept these consent agenda items as recommended.

ATTACHMENTS:

File Name Description Type Upload Date

No Attachments Available



Item Cover Sheet

Title: Presentation: French Exchange

ATTACHMENTS:

File Name Description Type Upload Date

French Exchange 20212022 for School Board.pdf

French Exchange Support Document 4/13/2022

French Exchange

2021-2022

Thank you!

- Logistics
- Highlights
 - In France
 - Hosting in Ankeny
- Challenges/Growth
- Future implications

@FrExchange









Saint-Quentin: weekend









Hosting: arrival in Ankeny





Hosting: Ames field trip







Hosting: building tour, French club, classroom visits





Hosting: field trip to Des Moines





Hosting: weekend





Au revoir!





Item Cover Sheet

Title: Facilities & Finance Committee Minutes - March 3, 2022

ATTACHMENTS:

File Name Description Type Upload Date

03.03.22 Minutes Only.pdf Facilities & Finance Committee Minutes - Support Document 4/15/2022



Ankeny Community Schools is unified in its commitment, passion, and vision so every learner is prepared to achieve a lifetime of personal success.

Facilities/Finance Committee Meeting MINUTES Northview Middle School, 1302 N Ankeny Blvd, Conference Room Door W22 March 3, 2022 4:30 PM

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

Welcome

Attendees:
Jennifer Jamison
Darin Haack
Dallon Christensen
Jeff Johnson
Tim Simpkins
Amy Tagliareni
Lori Lovstad

• Approval of Minutes:

- 1. Facilities & Finance Committee Minutes February 10, 2022
 - The February 10, 2022 minutes were approved.

• Update from Board

- Updates:
 - Amy Tagliareni asked about the plan for districts who pay retention payments to non-certified staff.

1. FY23 Certified Budget

• Jennifer Jamison gave an update on the FY23 Certified Budget.

• Review Change Orders

1. Construction Change Orders - March 2022

• Tim Simpkins reviewed the construction change orders.

• Additional Items:

1. Cenergistic

• Darin Haack discussed Cenergistic.

• Adjournment

Future Meetings Dates:

1. Future Meetings:

- April 14, 2022
- May 12, 2022
- June 9, 2022



Item Cover Sheet

Title: Policy Committee Meeting Minutes - February 2022

ATTACHMENTS:

File Name Description Type Upload Date

Policy Minutes Only 2.17.22.pdf Policy Committee Minutes February 2022 Support Document 4/4/2022



Ankeny Community Schools is unified in its commitment, passion, and vision so every learner is prepared to achieve a lifetime of personal success.

Policy Committee Meeting MINUTES Northview Middle School, 1302 N Ankeny Blvd February 17, 2022 4:30 PM

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

Welcome

Attendees: Jessica Dirks

Lori Lovstad

Lori SchraderBachar

Heather Stephenson

Jenny Wirtz

Katy Kauffman

Jen Lindaman

Jodie Graham

Ashley Rullestad

Darin Haack

Emily Archer

Sarah Barthole

Minutes

1. Policy Committee Meeting Minutes - January 2021

• The January 20, 2022 Policy Committee minutes were approved.

Updates

1. Proposed Policy Updates

- 405.3 Resignations Classified Five-year review: changes for clarity & consistency; amendment to meet demands of labor market
- 1001.60 Examination of District Public Records Five-year review: changes for clarity & consistency

- 602.02 Instructional Practices Five-year review: changes for clarity, consistency, & alignment with current practices
- 1001.10 Board Communications Five-year review: changes for clarity & consistency
- 1004.70 Online Fundraising Campaigns Crowdfunding *Five-year review:* changes for clarity & consistency
- 604.05 Religion-Based Excuse from District Program *Five-year review:* changes for clarity & consistency
- 802.55 Post-Issuance Compliance Regulations for Tax-Exempt Obligations -Five-year review: changes for clarity & consistency
- 803.51 Construction Change Orders -Five-year review: changes for clarity & consistency
- 804.65 Governmental Accounting Practices and Regulations Statement 54 Five-year review: changes for clarity & consistency
- 102.00 Equal Educational Opportunity- *Annual review: changes for clarity & consistency; addition of language related to non-discrimination in federal Child Nutrition Program*
- 501.33 Student Building Assignments- *Changes for clarity, consistency, & alignment with current practices*

Discussion

1. Feedback on Instructional/ Library Materials Review Process, Continued

Adjournment

The Policy Committee adjourned at 5:32pm.

Future Meetings Dates

1. Future Meeting Dates

- March 31, 2022
- April 21, 2022
- May 19, 2022



Item Cover Sheet

Title: Revenue Expenditure Report - March 2022

ATTACHMENTS:

File Name Description Type Upload Date

2021-22GeneralFundSummary - MAR22.pdf Revenue Expenditure Report - March Support Document 4/15/2022

Ankeny Community School District Detailed General Fund Expenditures by Category Report March-22

\$ in thousands		Fiscal 202	21-22			Fis	cal 2020-21			% Increase 2022 Budget
	Annual Budget	YTD Actual	ROY Projected	YTD as % of Budget	Annual Budget	YTD Actual	Annual Actual	YTD % of Actual	Annual Actual % of Budget	vs 2021 Budget
Salaries/Wages										
Certified Staff Substitute Teachers	62,528.5 1,629.4	37,918.9 955.0	24,957.5 565.0		60,945.0 1,437.7	36,780.3 902.3	62,733.5 1,408.2	60.3% 62.8%	102.9% 97.9%	2.6% 13.3%
Coaches	1,444.2	951.4	493.2		1,492.6	942.4	1,409.5	63.1%	94.4%	-3.2%
Subtotal - Certified Staff	65,602.1	39,825.3	26,015.6	60.7%	63,875.4	38,625.0	65,551.2	60.5%	102.6%	2.7%
Teacher & Media Assistants	8,432.6	5,541.9	2,507.2	65.7%	8,196.2	5,406.8	7,675.1	66.0%	93.6%	2.9%
Associate Subs	350.0	169.9	95.0		150.0	195.9	108.3	130.6%	72.2%	133.3%
Administrators	7,634.3	5,730.6	1,691.2	75.1%	6,956.6	5,219.3	7,015.7	75.0%	100.8%	9.7%
Secretaries & Technicians	3,144.7	2,069.1	854.7	65.8%	3,188.6	2,207.7	3,048.0	69.2%	95.6%	-1.4%
Operations & Transportation	4,248.3	2,920.5	1,334.1	68.7%	4,095.0	2,948.1	4,147.0	72.0%	101.3%	3.7%
Total Salaries & Wages	89,412.0	56,257.2	32,497.7	62.9%	86,461.7	54,602.7	87,545.3	63.2%	101.3%	3.4%
Benefits										
Insurance Benefits Other Benefits	12,098.2 14,879.5	8,275.0 9,411.1	3,627.1 5,443.9		12,963.8 15,045.4	9,259.0 9,362.5	12,828.0 14,938.7	71.4% 62.2%	99.0% 99.3%	-6.7% -1.1%
Total Benefits	26,977.8	17,686.1	9,071.0		28,009.2	18,621.5	27,766.8	66.5%	99.1%	-3.7%
	_									
Total Compensation	116,389.7	73,943.3	41,568.7	63.5%	114,470.9	73,224.2	115,312.1	64.0%	100.7%	1.7%
Contracted Instructional Services Contracted Professional Services	655.2 2,900.4	448.5 1,799.1	222.6 781.3		384.7 2,832.9	208.9 1,652.6	275.1 2,357.4	54.3% 58.3%	71.5% 83.2%	70.3% 2.4%
Total Professional Services	3,555.6	2,247.6	1,003.9		3,217.5	1,861.6	2,632.5	57.9%	81.8%	10.5%
	_									·
Maintenance & Repairs	170.6	145.8	58.4	85.5%	202.6	145.5	229.7	71.8%	113.3%	-15.8%
Non-student Transportation	-	6.6	18.8		26.4	10.4	12.3	39.3%	46.8%	-100.0%
Water & Sewer Misc. Purchased Services	550.3 302.0	305.3 164.1	161.1 92.0		405.9 359.3	285.6 236.8	435.9 338.0	70.4% 65.9%	107.4% 94.1%	35.6% -15.9%
Purchased Services	1,022.9	621.8	330.3	60.8%	994.2	678.3	1,016.0	68.2%	102.2%	2.9%
Printing, Postage, & Phone SpEd Tuition / OE Out	480.2 3,092.5	318.3 1,347.0	122.6 1,590.7		393.2 4,230.5	244.6 1,413.9	337.0 3,082.0	62.2% 33.4%	85.7% 72.8%	22.1% -26.9%
Other Tuition Out / OE Out	829.3	309.4	523.7		817.0	324.9	894.3	39.8%	109.5%	1.5%
Durham Transportation	5,198.7	3,019.9	1,741.8		4,809.0	3,003.5	4,658.1	62.5%	96.9%	8.1%
Travel & Mileage Reimbursement Other Purchased Services	63.1 272.0	39.3 151.5	27.7 67.5	62.3% 55.7%	8.3 571.6	3.4 235.8	14.7 529.0	40.4% 41.2%	176.5% 92.6%	658.0% -52.4%
Other Purchased Services	9,935.8	5,185.4	4,074.0		10,829.7	5,226.0	9,515.1	48.3%	87.9%	-8.3%
6 1	40545	20472	2047.6	70.70/	7.077.0	2 222 4	4.000.4	40.50/	50.50/	27.00/
Supplies Textbooks	4,951.5 2,156.9	3,947.3 221.6	3,047.6 1,325.2		7,977.3 1,509.5	3,238.4 659.9	4,030.1 1,080.4	40.6% 43.7%	50.5% 71.6%	-37.9% 42.9%
Workbooks, Library Books, & Software	791.0	487.2	210.9		1,084.1	520.4	647.1	48.0%	59.7%	-27.0%
Utilities - Natural Gas & Electric	1,980.8	1,496.7	477.6		1,714.7	1,396.6	1,898.7	81.4%	110.7%	15.5%
Transportation Fuel & Parts Operations Parts & Supplies	333.6 562.1	292.2 319.8	90.4 158.7		340.2 373.8	196.8 352.5	271.9 491.6	57.9% 94.3%	79.9% 131.5%	-1.9% 50.4%
Other Supplies	153.3	158.4	41.0		168.9	231.0	245.3	136.8%	145.2%	-9.2%
Supplies	10,929.2	6,923.2	5,351.4	63.3%	13,168.5	6,595.7	8,665.2	50.1%	65.8%	-17.0%
Equipment & Furniture	97.3	69.0	3.2	70.9%	123.5	102.6	157.1	83.1%	127.2%	-21.2%
Technology Equipment	673.0	242.4	185.0		472.7	63.6	65.9	13.5%	14.0%	42.4%
Other Equipment	483.2	70.2	262.3		544.0	145.4	322.1	26.7%	59.2%	-11.2%
Equipment	1,253.5	381.5	450.5	30.4%	1,140.1	311.7	545.1	27.3%	47.8%	9.9%
Total Non-Personnel Costs	26,697.0	15,359.5	11,210.2	57.5%	29,350.0	14,673.2	22,373.8	50.0%	76.2%	-9.0%
Total, Excl. Transfers and AEA	143,086.7	89,302.9	52,778.9	62.4%	143,821.0	87,897.4	137,685.9	61.1%	95.7%	-0.5%
Dues & Miscellaneous	743.2	219.7	756.2	29.6%	2,132.1	199.2	268.6	9.3%	12.6%	-65.1%
AEA Flow-Through	5,857.9	4,393.4	1,464.5		5,743.5	-	5,743.5	0.0%	100.0%	2.0%
Other Objects & Other Uses	6,601.1	4,613.1	2,220.7	69.9%	7,875.6	199.2	6,012.1	2.5%	76.3%	-16.2%
Count Tabels		02.245.7	F/ 000 -		454 606 -	00.000 -	142 500 -	=0.4	64 =0:	
Grand Totals	149,687.8	93,916.0	54,999.6	62.7%	151,696.6	88,096.6	143,698.0	58.1%	94.7%	-1.3%

Ankeny Community School District Detailed General Fund Revenue by Source Report March-22

\$ in thousands	FY22	FY22	FY22	FY21	FY21	FY21	FY21	% Increase 2022 Budget
			YTD as % of	YTD as %				vs 2021
	YTD Actual	Annual Budget	Budget	of Actual	YTD Actual	Annual Budget	EOY Actual	Actual
Property Taxes	32,254.9	58,449.5	55%	56%	31,415.7	55,713.3	56,130.8	5%
Tuition and Fees	690.7	2,788.7	25%	40%	1,118.2	2,798.3	2,462.0	0%
Interest Income	30.7	25.0	123%	41%	164.6	406.0	171.9	-94%
Polk County Gaming Grant	172.5	125.0	138%	67%	105.3	158.0	105.3	-21%
Other Local Income	1,318.1	1,703.5	77%	50%	841.5	1,694.3	1,560.4	1%
Subtotal - Local Sources	34,466.9	63,091.7	55%	55%	33,645.2	60,769.9	60,430.4	4%
State Foundation Aid	43,067.3	61,730.8	70%	70%	42,859.4	61,447.5	61,139.9	0%
State Teacher Leadership Compensation	2,968.2	4,240.3	70%	70%	2,924.5	4,177.9	4,177.9	1%
State Early Intervention	561.2	801.7	70%	70%	550.9	786.9	786.9	2%
State Voluntary Preschool	654.6	939.5	70%	70%	773.4	1,110.1	1,110.1	-15%
Other State Sources	6,144.9	9,360.7	66%	65%	6,067.1	9,268.8	9,288.0	1%
Subtotal - State Sources	53,396.2	77,073.0	69%	69%	53,175.3	76,791.1	76,502.8	0%
Title I	20.9	241.1	9%	35%	94.9	270.5	260.2	-11%
Medicaid Reimbursement	443.1	1,600.0	28%	1%	16.4	1,600.0	395.1	0%
Other Federal Income	736.9	1,475.7	50%	40%	449.2	1,112.3	3,375.9	33%
Subtotal - Federal Sources	1,200.8	3,316.9	36%	19%	560.4	2,982.8	4,031.1	11%
Interfund Transfers and Other	243.9	344.0	71%	1%	1.8	225.0	901.8	53%
Revenue, excl. AEA flow-through	89,307.8	143,825.6	62%	62%	87,382.7	140,768.9	141,866.0	2%
AEA Flow-Through	4,393.4	5,857.9	75%	0%	-	5,743.5	5,743.5	2%
Total General Fund Revenue	93,701.2	149,683.4	63%	60%	87,382.7	146,512.4	147,609.5	2%

Ankeny CSD
Financial Summary
For the Month and Three Months Period Ended March 31, 2022

\$ in 000's	Funds t	that Receive Prope	erty Tax Re	venues								
- -	General	Management	PPEL	Debt Service	Activity	Enterprise Funds	Other Capital Project Funds	Sales Tax	Support Trust Fund	Internal Service Funds	Agency Funds	All Funds
Current Month Activity												
Revenues*	\$9,632	\$27	\$140	\$1,002	\$150	\$1,038	\$0	\$1,059	\$0	\$63	\$3	\$13,114
Expenses*	\$14,553	\$4	\$2,723	\$2	\$181	\$807	\$0	-\$1,155	\$0	\$60	\$14	\$17,190
•												_
July 1, 2021 Fund Balance	\$23,533	\$7,416	\$8,567	\$8,683	\$1,452	\$3,075	\$2	\$21,350	\$0	\$161	\$178	\$74,417
YTD Revenues*	\$93,701	\$849	\$4,456	\$13,191	\$1,466	\$8,301	\$0	\$10,503	\$0	\$548	\$138	\$133,152
YTD Expenses*	(\$93,916)	(\$1,956)	(\$4,595)	(\$2,388)	(\$1,197)	(\$5,431)	\$0	(\$14,685)	(\$0)	(\$477)	(\$132)	(\$124,777)
Mar. 31, 2022 Fund Balance	\$23,318	\$6,309	\$8,428	\$19,485	\$1,720	\$5,945	\$2	\$17,169	\$0	\$232	\$184	\$82,792
June 30, 2020 Fund Balance (for comparison purposes)	\$17,533	\$7,684	\$1,881	\$2,976	\$1,289	\$2,998	\$15,820	\$12,207	\$3	\$68	\$610	\$63,067
Revenue Budget	\$149,686	\$1,534	\$8,038	\$20,372	\$1,750	\$8,638	\$1	\$24,710	\$0	\$700	\$160	\$215,589
YTD Revenues* as % of Annual Budget	63%	55%	55%	65%	84%	96%	15%	43%	0%	78%	86%	62%
Expenditure Budget	\$149,688	\$1,861	\$9,936	\$20,156	\$1,750	\$7,287	\$0	\$16,771	\$0	\$700	\$150	\$208,300
YTD Expenses* as % of Annual Budget	63%	105%	46%	12%	68%	75%	0%	88%	100%	68%	88%	60%

^{*}Includes interfund transfers



Item Cover Sheet

Title: Construction Change Orders

Extended Information: Superintendent's Recommendation: Approve and accept the construction change orders as recommended.

ATTACHMENTS:

Description Upload Date File Name **Type**

Construction Change Orders - April 2022 Support Document 4/8/2022 22FacConChange Orders - April 2022.pdf

Facility Construction Change Orders

	Meeting Date: April 2022	1		
Construction Change Orders	Description	Project	Vendor	Amount
CCO No. 001	Per COR #030 & 030R, Change to AD area (AHS & ACHS).	High School Additions	Walsh Door	\$ 3,048.00
CCO No. 002	Per COR #038, Deduct for labor to install science casework (ACHS).	High School Additions	Architectural Arts	\$ (43,335.00)
CCO No. 003	Per COR #036, Revised landscaping plan (AHS & ACHS).	High School Additions	Sandstone Management	\$ 13,804.00
CCO No. 005	Per COR #037, Deduct labor to install science casework (ACHS).	High School Additions	DDVI	\$ (22,892.00)
CCO No. 002	Per COR #041, Changes to original specified hardware & added hardware (AHS & ACHS).	High School Additions	Walsh Door	\$ 14,371.48
CCO No. 003	Per COR #039, Des Moines Marble & Mantel additional work (AHS & ACHS); Per COR #040, Deduct for terrazzo repairs by others (AHS & ACHS).	High School Additions	Ralph N. Smith	\$ (4,937.00)
CCO No.	Per PCO #017, Modifications to the central plant design for Neveln Building	Neveln Renovation	Resource Consulting Eng	\$ 288,116.67



Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address) Ankeny High School and Ankeny Centennial High School

Ankeny, IA 50023

OWNER: (name and address) Ankeny Community School District

306 SW School Street, Ankeny, IA 50023

CONTRACTOR: (name and address)

Walsh Door & Security. 2600 Delaware Avenue Des Moines, IA 50317

CONTRACT INFORMATION:

Contract For: 8A - Furnish Doors,

Frames & Hardware

Date: 8/4/2020

ARCHITECT: (name and address)

FRK Architects & Engineers 2600 Westown Pkwy, Suite 340 West Des Moines, IA 50266

Date: 8/12/21

CONSTRUCTION MANAGER: (name and address)

CHANGE ORDER INFORMATION:

Change Order Number: 001

Stahl Contruction 3175 99th Street Urbandale, IA 50322

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Ankeny High School Addition - COR 030 - PR 014 - Change to Athletic Director Area ADD \$1,307.00 Ankeny Centennial High School Addition - COR 030 PR 014 - Change to Athletic Director Area ADD \$1,307.00 Ankeny High School Addition - COR 030R - PR 014R - Change to Athletic Director Area ADD \$217.00 Ankeny Centennial High School Addition - COR 030R - PR 014R - Change to Athletic Director Area ADD \$217.00

The original Contract Sum was 292,457.00 Net change by previously authorized Change Orders 0.00 292,457.00 The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days. The Contractor's Work shall be substantially complete on August 10, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

FRK Architect & Engineers	Stahl Construction
ARCHITECT (Firm name)	CONSTRUCTION MANAGER (Firm name)
M	Willia D. Marye
SIGNATURE	SIGNATURE
Thomas Wollan, AIA, LEED AP	William Harger, Senior Project Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
9/8/2021	8/25/21
DATE:	DATE:
Walsh Door & Security.	Ankeny Community School District
CONTRACTOR (Firm name)	OWNER (Firm name)

1

SIGNATURE

Clay Schoenrock

PRINTED NAME AND TITLE 08-13-21

DATE:

SIGNATURE

PRINTED NAME AND TITLE

DATE:



Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address) Ankeny High School and Ankeny Centennial High School

Ankeny, IA 50023

OWNER: (name and address)

Ankeny Community School District

306 SW School Street, Ankeny, IA 50023

CONTRACTOR: (name and address) Architectural Arts Millwork, LLC

2200 East Ovid Avenue Des Moines, IA 50313

CONTRACT INFORMATION:

Contract For: 12A - Furnish Casework & Laboratory

Equipment

Date: 8/4/2020

ARCHITECT: (name and address) FRK Architects & Engineers

2600 Westown Pkwy, Suite 340 West Des Moines, IA 50266

Date: 10/14/2021 **CONSTRUCTION MANAGER:** (name and address)

Stahl Contruction 3175 99th Street

Urbandale, IA 50322

CHANGE ORDER INFORMATION:

Change Order Number: 002

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Ankeny Centennial High School Addition - COR 038 - Deduct for labor to install science casework

DEDUCT \$43,335.00

The original Contract Sum was Net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be decreased by this Change Order in the amount of The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.

The Contractor's Work shall be substantially complete on August 10, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

FRK Architect & Engineers	Stahl Construction
ARCHITECT	CONSTRUCTION MANAGER (Firm name)
	Willia P. Marye
SIGNATURE Thomas Wollan, architect	SIGNATURE
	William Harger, Senior Project Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4.7.22	
DATE:	DATE:
Architectural Arts Millwork, LLC	Ankeny Community School District
CONTRACTOR (Firm name)	OWNER (Firm name)
Charles Tiest	
SIGNATURE	SIGNATURE
Charles Tiedt - Project Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11/29/2021	
DATE:	DATE:

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1

Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address) Ankeny High School and Ankeny Centennial High School

Ankeny, IA 50023

OWNER: (name and address) Ankeny Community School District

306 SW School Street. Ankeny, IA 50023

CONTRACTOR: (name and address) Sandstone Management Ltd. 20 Vine Street, Carlisle, IA 50047

CONTRACT INFORMATION: Contract For: 31A - Earthwork. Site Utilities & Landscaping

Date: 8/4/2020

ARCHITECT: (name and address) FRK Architects & Engineers

2600 Westown Pkwy, Suite 340 West Des Moines, IA 50266

CHANGE ORDER INFORMATION:

Change Order Number: 003

Date: 10/6/2021

CONSTRUCTION MANAGER: (name and address)

Stahl Contruction 3175 99th Street Urbandale, IA 50322

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Ankeny High School Addition - COR 036 - Revised Landscaping Plan ADD \$8,052.00 Ankeny Centennial High School Addition - COR 036 - Revised Landscaping Plan ADD \$5,752.00

The original Contract Sum was 829,590.00 Net change by previously authorized Change Orders 11,560.00 The Contract Sum prior to this Change Order was 841,150.00 The Contract Sum will be increased by this Change Order in the amount of 13,804.00 The new Contract Sum including this Change Order will be 854,954.00

The Contract Time will be increased by Zero (0) days. The Contractor's Work shall be substantially complete on

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER,

FRK Architect & Engineers	Stahl Construction
ARCHITECT	CONSTRUCTION MANAGER (Firm name)
W-	Willia D. Mary
SIGNATURE Thomas Wollan, architect	SIGNATURE
Thomas violan, architect	William Harger, Senior Project Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4.7.22	3/23/22
DATE:	DATE:
Sandstone Management Ltd	Ankeny Community School District
CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE
David Graber, Project Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
03-16-22	
DATE:	DATE:



STAHL CONSTRUCTION

3175 99th Street Urbandale, IA 50322 (t) 515-244-5770 stahlconstruction.com

September 8, 2021

Tim Simpkins Ankeny Community School District 306 SW School St Ankeny, IA 50023

RE: COR 036 - Revised Landscaping plan
Ankeny High School Additions

Dear Mr. Simpkins.

We have obtained pricing to complete the work associated with the following change: FRK Architects + Engineers Proposal Request COR 036 - Revised Landscaping Plan. The following is a detailed itemization of all extra costs or credits with Contractor backup enclosed for your review:

ltem	Description	Amount Proposed	Contractor
001	Earthwork & Site Utilities	\$13,804.00	Sandstone

Total Amount

\$13,804.00

Please notify us of this work is to be incorporated into the Project. Feel free to contact me if you have any questions.

Sincerely,

STAHL CONSTRUCTION COMPANY

William Harger

William Harger Senior Project Manager

Recommend Acceptance

Do Not Recommend
Acceptance

Other

O9/08/2021

Enclosures 09
Blair Van Staalduine, Al Lesnau,
Kyle Hartzell, Donna Foster -

Stahl Construction

To expedite Work, you may sign and date this letter below. By signing, you are agreeing to the pricing and other terms as described in this letter, and this letter will serve as a written change.

ANKENY COMMUNITY SCHOOL DISTRICT

Jeanier Jamin 9/22/2 Owner/Representative

Owner / Representative



Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address) Ankeny High School and Ankeny Centennial High School

Ankeny, IA 50023

OWNER: (name and address)

Ankeny Community School District

306 SW School Street, Ankeny, IA 50023

CONTRACTOR: (name and address)

DDVI Inc. PO Box 743

Indianola, IA 50125

CONTRACT INFORMATION:

Contract For: 6A - Selective Demolition and Carpentry

Date: 8/4/2020

ARCHITECT: (name and address) FRK Architects & Engineers

2600 Westown Pkwy, Suite 340 West Des Moines, IA 50266

CHANGE ORDER INFORMATION:

Change Order Number: 005

Date: 10/14/2021

CONSTRUCTION MANAGER: (name and address)

Stahl Contruction 3175 99th Street Urbandale, IA 50322

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Ankeny Centennial High School Addition - COR 037 - Deduct labor to install science caswork

DEDUCT \$22,892.00

The original Contract Sum was	\$ 485,000.00
Net change by previously authorized Change Orders	\$ 13,172.00
The Contract Sum prior to this Change Order was	\$ 498,172.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 22,892.00
The new Contract Sum including this Change Order will be	\$ 475,280.00

The Contract Time will be increased by Zero (0) days.

The Contractor's Work shall be substantially complete on August 10, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

FRK Architect & Engineers	Stahl Construction
ARCHITECT	CONSTRUCTION MANAGER (Firm name)
100	Willis P. Mary
Thomas Wollan, architect	SIGNATURE
·	William Harger, Senior Project Manager
PRINTED NAME AND TITLE 4.7.22	PRINTED NAME AND TITLE
	3/15/22
DATE:	DATE:
DDVI, Inc	Ankeny Community School District
CONTRACTOR (Firm name)	OWNER (Firm name)
Gina Piper	
∕SIGNATURE V	SIGNATURE
Gina Piper, President	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
1/4/2022	
DATE:	DATE:

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Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address)
Ankeny High School and
Ankeny Centennial High School

Ankeny, IA 50023

OWNER: (name and address)

Ankeny Community School District

306 SW School Street, Ankeny, IA 50023

CONTRACTOR: (name and address)

Walsh Door & Security. 2600 Delaware Avenue Des Moines, IA 50317 CONTRACT INFORMATION:

Contract For: 8A - Furnish Doors,

Frames & Hardware

Date: 8/4/2020

ARCHITECT: (name and address)

FRK Architects & Engineers 2600 Westown Pkwy, Suite 340 West Des Moines, IA 50266 CHANGE ORDER INFORMATION:

Change Order Number: 002

Date: 3/31/2022

CONSTRUCTION MANAGER: (name and address)

Stahl Contruction 3175 99th Street Urbandale, IA 50322

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Ankeny High School Addition - COR 041 - Changes to original specified hardware & added hardware ADD \$8,687.82 Ankeny Centennial High School Addition -COR 041-Changes to original specified hardware & added hardware ADD \$5,683.66

The original Contract Sum was

Net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$ 292,457.00

\$ 3,048.00

\$ 295,505.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 14,371.48

The new Contract Sum including this Change Order will be

\$ 309,876.48

The Contract Time will be increased by Zero (0) days.

The Contractor's Work shall be substantially complete on August 10, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

3FRK Architect & Engineers	Stahl Construction
ARCHITECT	CONSTRUCTION MANAGER (Firm name)
	Du Norte
SIGNATURE Thomas Wollan, architect	SIGNATURE
Thomas Wollan, aronitott	Brian Norton, Project Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4.7.22	4-7-2022
DATE:	DATE:
Walsh Door & Security.	Ankeny Community School District
CONTRACTOR (Fight name)	OWNER (Firm name)
SIGNATURE Lindsay-Wessels - Controller	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4/7/22	
DATE:	DATE:

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Page 106 of 312
User Notes:

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,	(+)\$2,31900	24(+)				
	S 3.321.00 +			Fire latch kits Key stuck in lock		550378
				1606-2 Astragal		549436
	\$ 521.20			Change Openings to Night Latch		550049
	\$ 495.00			Cut down bottm of 2200F doors		549135
	\$ 462.85			Cut down door 2206		549610
	· ·			Opening 1200F-2 cytinders		549801
-	· s			Floor etops		549070
70.7	\$ 514.26			Cut down doors 1200B-1 & 2200F		549287
162 111	\$ 567.00			Cut in full glass kit		549331
,	\$ 399.60			Temp hinges additional		547778
	S 39968 39.60-			Temp hinges		547777
	\$ 520.48			Replacement frame 2205-2		547030
				Distrible Frames		646399
	\$ 611.97			Replacement frame 2206		545274
١.	\$ 1620 hx		NEW 4 HIGH SCHOOL	N. C.		
-	(+) 2,319 00					
399.60	S 399			temp hinges		547777
216.36				1606-2 Astragal		549435
521.20	\$ 521			Change openings to Night Latch		550047
00.7	\$ 567			Cut in Full Glass Kit		549330
	SELL PRICE With Tax		REASON FOR CHANGE		DATE	Enterprise S.O. #
			ANKENY CRUTER WEAV	ANKENY		
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15 mgs



Change Order Proposal

Date:

November 12, 2020

Customer:

Stahl Construction

Salesperson:

Clay Schoenrock clays@walshdoor.com

Ph: 515-262-9822

Project Name: Ankeny Centennial High School Addition

Per Return Shops

Openings #1200B-3, 1200F-1 – Add slidetrack closer, security floor stop and door sweeps

Openings #1200D-1 & 1200d-2 - Add QEL function to panic devices

Opening #1606-2 – Change closers to exterior heavy duty, Add keyed removable mullion and core, change weatherstripping to exterior type and add sills and thresholds

Opening #1622-2 – Change closer to exterior heavy duty, change weatherstripping to exterior type and add sills and thresholds

Add to Base Bid......\$2,319.00

- Price excludes sales tax unless noted above.
- Price valid for thirty (30) days from date above.

Qualifications:

- Materials Supplier Only.
- Walsh to pick up and deliver door

Excludes the following (unless otherwise noted):

- Installation
- Glass and Glazing
- Phased shipment/deliveries

F.O.B. Point:

Job Site

Terms:

Net 30 Days with approved credit. No retainage allowed.

Service Charge:

11/1/2 per month of fraction thereof for all unpaid accounts over 30 days old, not to exceed 18% per annum.

Acceptance of Contract: The prices, scope of work, specifications and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. By signing below and initialing each page you acknowledge that you have read and agree to the terms and conditions posted at https://www.walshdoor.com/Terms.pdf. Walsh Door & Security is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of corporation or individual.

Page 1 of 1

2918 Industrial Park Road

IOWA CITY



DOOR & SECURITY

Walsh Door & Security 2600 Delaware Ave Des Moines, IA 50317

Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 549330

Order Date : Jul 29, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20168 Ankeny Centennial High School

Addition

2220 NW State Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Aug 4/2021

Terms

: Net15

Purchase Order #: 1-20168

Customer Job # : 1-20168

: Benjamin Hatten

Quote # Contact

: Clay Schoenrock

Salesperson Order Name

: 1-20168 Cut in Full Glass Kit

Existing wood door to have full glass lite kit cut in 22x64 clear view, kit size is 24x66

Delivery Note: Al 612-360-9990

Qty Product Description

1 W- Cut-out & Install kit FG

1 24" x 66" L-FRA100 Standard Finish GALV

Pre-Tax Total

567.00

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 550047

Order Date : Aug 25, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20168 Ankeny Centennial High School

Addition

2220 NW State Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Aug 31/2021

Terms

: Net15

Purchase Order #: 1-20168

Customer Job # : 1-20168

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20168 Change openings to Night Latch

Openings #1606-2, 1622-1 & 1622-2 Install NL drive screw into 996L trim to change to NL function

Delivery Note: Al 612-360-9990

Qty Product Description

1 NL Drive Screw Pkg/10 090074

5 Field Labor

Pre-Tax Total

521.20

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 549435

Order Date : Aug 3, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20168 Ankeny Centennial High School

Addition

2220 NW State Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Aug 16/2021

Terms

: Net15

Purchase Order # : 1-20168

Customer Job # : 1-20168

Quote # Contact

: Clay Schoenrock

Salesperson Order Name

: Benjamin Hatten

: 1-20168 1606-2 Astragal

Astragal for Opening #1606-2 to be added in lieu of mullion

Delivery Note: Al 612-360-9990

Qty Product Description

1 Astragal Set 9115 A SET 84" SMS-TEKS 6 X 3/4"

1 Gasket 429AA 72"

Pre-Tax Total

216.36

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 547777

Order Date : Jun 2, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20168 Ankeny Centennial High School

Addition

2220 NW State Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Jun 2/2021

Terms

: Net15

Purchase Order #: 8427

Customer Job # : 1-20168

: Benjamin Hatten

Quote # Contact

: Clay Schoenrock

Salesperson Order Name

: 1-20168 Temp Hinges for Ankeny Schools

Hinges needed for temp use

Delivery Note: Al 612-360-9990

Qty Product Description

18 Hinges CB179 5 X 4 1/2 US26D

Pre-Tax Total

399.60

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total

Bill Harger

From:

Clay Schoenrock <clays@walshdoor.com>

Sent:

Wednesday, January 5, 2022 5:03 PM

To:

Bill Harger

Subject:

Ankeny Centennial Change Orders

Attachments:

Return Shops Walsh Proposal.pdf; Sales Order 549330.pdf; Sales Order 550047.pdf;

Sales Order 549435.pdf; Sales Order 547777.pdf

Bill,

See below and attached, my accounting is still needing this change orders in order to close out the project and the missing forms.

Enterprise S.O. #	DATE	REASON FOR CHANG
549330		Cut in Full Glass Kit
550047		Change openings to Night Latch
549435		1606-2 Astragal
547777		temp hinges

Please get these to me as soon as you can so we can all get this closed out.

Thanks!

Clay Schoenrock, DHT

Project Manager

Walsh Door & Security

2600 Delaware Avenue Des Moines, IA 50317

p. 515.262.9822

f. 515.262.8315

www.WalshDoor.com



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Change Order Proposal

Date:

November 12, 2020

Customer:

Stahl Construction

Salesperson:

Clay Schoenrock clays@walshdoor.com

Ph: 515-262-9822

Project Name: Ankeny High School Addition

Per Return Shops

Openings #1200B-3, 1200F-1 – Add slidetrack closer, security floor stop and door sweeps

Openings #1200D-1 & 1200d-2 - Add QEL function to panic devices

Opening #1606-2 - Change closers to exterior heavy duty, Add keyed removable mullion and core, change

weatherstripping to exterior type and add sills and thresholds

Opening #1622-2 – Change closer to exterior heavy duty, change weatherstripping to exterior type and add sills and thresholds

Add to Base Bid......\$2,319.00

- Price excludes sales tax unless noted above.
- Price valid for thirty (30) days from date above.

Qualifications:

- Materials Supplier Only.
- Walsh to pick up and deliver door

Excludes the following (unless otherwise noted):

- Installation
- Glass and Glazing
- Phased shipment/deliveries

F.O.B. Point:

Job Site

Terms:

Net 30 Days with approved credit. No retainage allowed.

Service Charge:

11/2% per month of fraction thereof for all unpaid accounts over 30 days old, not to exceed 18% per annum.

Acceptance of Contract: The prices, scope of work, specifications and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. By signing below and initialing each page you acknowledge that you have read and agree to the terms and conditions posted at https://www.walshdoor.com/Terms.pdf. Walsh Door & Security is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of corporation or individual.

Page 1 of 1

IOWA CITY

Bill Harger

From:

Clay Schoenrock <clays@walshdoor.com>

Sent:

Wednesday, January 5, 2022 5:03 PM

To:

Bill Harger

Subject:

Ankeny High School

Attachments:

AHS Return Shops Walsh Proposal.pdf; Sales Order 545274.pdf; Sales Order 547030.pdf; Sales Order 547777.pdf; Sales Order 547778.pdf; Sales Order 549331.pdf; Sales Order 549287.pdf; Sales Order 549610.pdf; Sales Order 549135.pdf; Sales Order 550049.pdf;

Sales Order 549436.pdf; Sales Order 550378.pdf

Bill,

See below and attached, my accounting is still needing this change orders in order to close out the project and the missing forms.

545274	Replacement frame 2206
-546399	Dimple Frames
547030	Replacement frame 2205-2
547777	Temp hinges
547778	Temp hinges additional
549331	Cut in full glass kit
549287	Cut down doors 1200B-1 & 2200F
-549070	Floer stops
-549801	Opening 1208F-2 cylinders
549610	Cut down door 2206
549135	Cut down bottm of 2200F doors
550049	Change Openings to Night Latch
549436	1606-2 Astragal
550378	Fire latch kits
_550524	Key stuck in lock

The fire latch kits is too be split between both schools.

Please get these to me as soon as you can so we can all get this closed out.

Thanks!

Clay Schoenrock, DHT

Project Manager

Walsh Door & Security

2600 Delaware Avenue Des Moines, IA 50317

p. 515.262.9822

f. 515.262.8315

www.WalshDoor.com



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Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 545274

Order Date : Mar 1, 2021

Customer:

Seedorf Masonry PO Box 38 Strawberry Point, IA 52076 Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 2356

Date Requested : Mar 15/2021

Terms

: Net15

Purchase Order #: 1-20169

Customer Job #

: 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Replacement Frame 2206

Frame 2206 was damaged onsite for Ankeny Highschool; New frame required

Delivery Note: Kyle 515-357-1934

Qty Product Description

1 Elevation - HM3.3.OD5688

Openings: 2206.REPL

8 Existing Opening Fastener (5" Dynabolt) (7000010)

Openings: 2206.REPL(8)

1 F-EOA'S

Openings: 2206.REPL

Pre-Tax Total

611.97

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 547030

Order Date : May 4, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : May 14/2021

Terms

: Net15

Purchase Order #: 1-20169

Customer Job # : 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Replacement Frame 2205-2

Frame 2205-2 was damaged on site, new frame required

Delivery Note: Kyle 515-357-1934

Qty Product Description

1 SU 16 A60 612 SGL 3070 KD LH (S; F-BITUMINOUS; F-CL REIN; F-CONT/WELD/KD; F-WELD/MSA)

8 6 1/4" Wood Stud Anchor (WS)

Pre-Tax Total

520.48

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



DOOR & SECURITY

Sales Order Walsh Door & Security

Sales Order #: 547777

Order Date : Jun 2, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20168 Ankeny Centennial High School

Addition

2220 NW State Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Jun 2/2021

Terms

: Net15

Purchase Order # : 8427

Customer Job # : 1-20168

Quote #

Salesperson : Benjamin Hatten Contact

: Clay Schoenrock

Order Name

: 1-20168 Temp Hinges for Ankeny Schools

2600 Delaware Ave Des Moines, IA 50317

Tel: 515-262-9822 Fax: 515-262-8315

Hinges needed for temp use

Delivery Note: Al 612-360-9990

Qty Product Description

18 Hinges CB179 5 X 4 1/2 US26D

Pre-Tax Total

399.60

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 547778

Order Date : Jun 2, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Jun 2/2021

Terms

: Net15

Purchase Order #: 8428

Customer Job # : 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Temp Hinges for Ankeny Schools

Hinges needed for temp use

Delivery Note: Kyle 515-357-1934

Qty Product Description

18 Hinges CB179 5 X 4 1/2 US26D

Pre-Tax Total

399.60

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Walsh Door & Security 2600 Delaware Ave Des Moines, IA 50317 Tel: 515-262-9822 Fax: 515-262-8315

Sales Order #: 549331

Order Date : Jul 29, 2021

Sales Order

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Aug 4/2021

Terms

: Net15

Purchase Order #: 1-20169

Customer Job # : 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Cut in Full Glass Kit

Existing wood door to have full glass lite kit cut in 22x64 clear view, kit size is 24x66

Delivery Note: Kyle 515-357-1934

Qty Product Description

1 W- Cut-out & Install kit FG

1 24" x 66" L-FRA100 Standard Finish GALV

Pre-Tax Total

567.00

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 549287

Order Date : Jul 28, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Jul 29/2021

Terms

: Net15

Purchase Order #: 1-20169

Customer Job # : 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Cut Down doors 1200B-1 & 2200F

1200B-1 cut off 5/16" from bottom of door 2200F cut off 1/2" from bottom of door

Delivery Note: Kyle 515-357-1934

Qty Product Description

6 D- Labor - 1 Hour

Pre-Tax Total

514.26

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 549610

Order Date : Aug 10, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Aug 11/2021

Terms

: Net15

Purchase Order #: 1-20169

Customer Job #

: 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Cut down door 2206

Door 2206 is hitting the frame on the bottom third of the door. Frame is not square. Top of frame is 36" wide, middle of frame is 36" wide and bottom is 35-3/4" wide hinge edge to be cut down about 1/4" on bottom half of door, re-railed and veneered on edge. hinge pocket cut back in

plain sliced white maple door

Delivery Note: Kyle 515-357-1934

Qty Product Description

1 W- Labor - 1 Hour

2 W- Cut Width of Door

Pre-Tax Total

462.85

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



DOOR & SECURITY

Sales Order

Walsh Door & Security 2600 Delaware Ave Des Moines, IA 50317

Tel: 515-262-9822 Fax: 515-262-8315

Sales Order #: 549135

Order Date : Jul 23, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Jul 27/2021

Terms

: Net15

Purchase Order #: 1-20169

Customer Job # : 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Cut Down Bottom of 2200F Doors

Pair of HM Doors #2200F are hitting the concrete and flooring still needs installed. Cut off bottom of doors to clear flooring write down hours

Delivery Note: Kyle 515-357-1934

Qty Product Description

5 Field Labor

Pre-Tax Total

495.00

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



DOOR & SECURITY

Sales Order

Walsh Door & Security 2600 Delaware Ave Des Moines, IA 50317

Tel: 515-262-9822 Fax: 515-262-8315

Sales Order #: 550049

Order Date : Aug 25, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Aug 31/2021

Terms

: Net15

Purchase Order # : 1-20169

Customer Job # : 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Change openings to Night Latch

Openings #1606-2, 1622-1 & 1622-2 Install NL drive screw into 996L trim to change to NL function

Delivery Note: Kyle 515-357-1934

Qty Product Description

1 NL Drive Screw Pkg/10 090074

5 Field Labor

Pre-Tax Total

521.20

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Walsh Door & Security 2600 Delaware Ave Des Moines, IA 50317 Tel: 515-262-9822 Fax: 515-262-8315 Sales Order

Sales Order #: 549436

Order Date : Aug 3, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Aug 16/2021

Terms

: Net15

Purchase Order # : 1-20169

Customer Job # : 1-20169

Quote #

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 1606-2 Astragal

Astragal for Opening #1606-2 to be added in lieu of mullion

Delivery Note: Kyle 515-357-1934

Qty Product Description

1 Astragal Set 9115 A SET 84" SMS-TEKS 6 X 3/4"

1 Gasket 429AA 72"

Pre-Tax Total

216.36

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total



Tel: 515-262-9822 Fax: 515-262-8315

Sales Order

Sales Order #: 550378

Order Date : Sep 7, 2021

Customer:

Stahl Construction 861 E. Hennepin Avenue, Suite 200 Minneapolis, MN 55414

Ship To:

1-20169 Ankeny High School Addition

1155 SW Cherry Street Ankeny, IA 50023

Account Code

: 1620

Date Requested : Sep 13/2021

Terms

: Net15

Purchase Order #: 1-20169

Customer Job #

: 1-20169

Quote #

: 430082

Salesperson

: Benjamin Hatten

Contact

: Clay Schoenrock

Order Name

: 1-20169 Fire Latch Kits

Fire Latch kit for CVR doors not using the bottom rods

Delivery Note: Kyle 515-357-1934

Qty Product Description

9 Fire Latch Kit LBR KIT

Pre-Tax Total

3,321.00

004.7 - IA-POLK - ANKENY 6%

0.00

Order Total

3,321.00



AIA Document G731 - 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address) Ankeny High School and Ankeny Centennial High School

Ankeny, IA 50023 OWNER: (name and address) Ankeny Community School District 306 SW School Street, Ankeny, IA 50023

CONTRACTOR: (name and address) Ralph N. Smith Inc.

714 SE 15th St Des Moines, IA 50317 CONTRACT INFORMATION:

Contract For: 9B - Flooring, Tile & Terrazzo

Date: 8/4/2020

ARCHITECT: (name and address) FRK Architects & Engineers 2600 Westown Pkwy, Suite 340

West Des Moines, IA 50266

CHANGE ORDER INFORMATION:

Change Order Number: 003

Date: 3/29/2022

CONSTRUCTION MANAGER: (name and address)

Stahl Contraction 3175 99th Street Urbandale, IA 50322

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Ankeny Centennial High School Addition - COR 039 - Des Moines Marble & Mantel Co Invoice add'l work ADD \$2,363.00 Ankeny High School Addition - COR 039 - Des Moines Marble & Mantel Co Invoice add'l work ADD \$2,450.00 Ankeny Centennial High School Addition - COR 040 - Deduct for Terrazzo Repairs by Others

Ankeny High School Addition - COR 040 - Deduct for Terrazzo Repairs by Others

DEDUCT (\$4,875.00) DEDUCT (\$4,875.00)

1

The original Contract Sum was 815,800.00 Net change by previously authorized Change Orders 23,808,00 The Contract Sum prior to this Change Order was The Contract Sum will be decreased by this Change Order in the amount of The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.

The Contractor's Work shall be substantially complete on August 10, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

FRK Architect & Engineers	Stahl Construction
ARCHITECT	CONSTRUCTION MANAGER (Firm name)
CICNATURE	Su Vosta
SIGNATURE Thomas Wollan, architect	SIGNATURE
BRINTED MANE AND THE E	Brian Norton, Project Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4.7.22	4-7-2022
DATE: 3/31/22	DATE:
Ralph N. Smith Inc.	Ankeny Community School District
CONTRACTOR (Firm name)	OWNER (Firm name)

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SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE:	DATE





Work Order

Contractor: STAHL Date: 8-	2-21
Project: ANIKERY High	
Notes: Description of Work	Action
Description of Work	Hours
Grinde concrete at existing TerrorZZD	1.5
2 /2 Units extra Terrazion For low	
Concrete (Paten in school) Clean out	9
and Curtin walls, (stall lay out)	15056
J CORTUS CENCREN	
11/2 h = 7500 = /12,50	
10 01 6 - 0	
9 125 SF 8 18" FT = 82,250°	
10m 523/0250	
10m 2,30x -	
	100
This acknowledges performance of this work	
by the subcontractor. Requests for change orders must be submitted and approved in	
accordance with the Contract Documents. Stahl Construction Company	\wedge
By Mar Date	\mathcal{Q}
Contractor's Marble's) '
Representative's Representative's Signature	



Work Order	
Contractor: 5-tach Construction Date: 7-6-2	1
Project: Ankeny Centennial High Scho	elV
Notes:	
Description of Work	Hours
Grind concrete at all existing	
lace at me to next 3/22 in	40
1800 - 4 ms - 750 = 30	200
Install & mlxtra moisture	
barrior For green concrete Material	
(*350°)	
Install 2 X-Tra Units epony	
At Cultain walls and Expantion	
(100 St 10 Kt 1/80)	
/ 0000	
1302 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
(10714 = 2,480) Days	
PICIS	
	, 20
This acknowledges performance of this work by the subcontractor. Requests for change orders must be submitted and approved in Representative's Stahl Construction Company Des Moines Marble's Representative's Signature Date Date	Page 131 of 312



Ankeny HS / Ankeny Centennial HS

Re: Ralph N. Smith

Do a deduct change order for:

Deduct for Terrazzo Repairs by others – (\$9,750.00)

Thank you

William Harger Sr Project Manager

RESOURCE CONSULTING ENGINEERS LLC

Tim Simpkins

Director of Operations and Construction Ankeny Community School District 306 SW School Street Ankeny, IA 50023

Re: Ankeny Community School District - Neveln Renovation Central Plant Modifications

Dear Tim,

We appreciate the opportunity to continue working with the Ankeny Community School District to improve your facilities. This letter is in reference the modifications to the central plant design for the Neveln Building that are included in the change designated ITC-13 (Design Team's designation) or PCO#017 (Contractor's Designation) for the Project.

The modifications included in this change will allow the central plant in Neveln to serve both the Neveln Building and the Summit and Beyond School Building (currently housing administration staff as well). The Summit and Beyond School Building has several HVAC systems serving different areas, and some of these systems have significantly exceeded their expected useful life. This was made more evident by a recent piping failure in the tunnels below the building. The scope of this change adds capacity to the central plant which will allow for both buildings to be served by ground-coupled (geothermal) systems moving forward. This should result in both better efficiency for the buildings and lower life-cycle cost. The cost of this change can generally be assumed to be a reduction in the cost of the work that will be necessary when replacement of equipment in the Summit and Beyond School Building occurs. We have reviewed the proposed cost of \$288,116.67 and it appears to be reasonable for the scope of work being completed. There are a few items we will continue to coordinate with the Contractor that may result in a small reduction to this cost, however the work included is on the critical path for the project, so a delay in approval may result in delay to completion of the project. Based on this information, we recommend approval of this change as submitted.

While not specifically related to this change, it should be noted that another change will be issued to route piping through the tunnel connecting Neveln to the Summit and Beyond School Building. This will be necessary to serve as a bridge solution to address the recent piping failures and to provide heating and cooling for the building until a more significant retrofit project is undertaken. As noted for this project, the work of the upcoming change can be viewed as a reduction in cost to work that will be necessary moving forward for the Summit and Beyond School Building.

If you have any questions regarding this recommendation, please do not hesitate to contact me at any time.

Respectfully,

Corey B. Metzger, PE

Principal

Resource Consulting Engineers, LLC



Item Cover Sheet

Title: Contracts and Agreements

Extended Information:

- American Water Treatment, Inc Service Agreement April 18, 2022 for \$12,973.04
- CodeHS Subscription License July 1, 2022 June 30, 2023 for \$13,000
- Resource Consulting Engineers, LLC Not to exceed \$50,000 for Summit and Beyond School -HVAC System Retrofit
- MercyOne Agreement April 18, 2022- 3 Year Agreement
- Revere Plastics Systems, LLC April 18, 2022 April 11, 2023
- Mom's Meals April 18, 2022 April 5, 2023
- SVPA Architects Northview Stadium Improvements Phase 3 Proposal for Design Services
- eFinance Plus Upgrade April 18, 2022 April 3, 2023 for \$2,475.00
- Independent Professional Services Agreement Samantha Robiliard Audition Clinician Services -April 18, 2022 - April 21, 2022 for \$650.00
- Franklin Covey Leader in Me Renewal Agreement 2022-2023 \$67,900.00 Westwood Elementary, Northeast Elementary, Southview Middle School, Northview Middle School, East Elementary, Parkview Middle School, Crocker Elementary, Prairie Ridge Middle School, Heritage Elementary, Southeast Elementary, Rock Creek Elementary, Ashland Ridge Elementary, Northwest Elementary, and Prairie Trail Elementary
- Apple Payer Facilitation Request St. Luke's Catholic Church
- PPME Renewal Contract 2023

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

Summary:

American Water Treatment, Inc - We would like to switch to a water treatment company that can treat our geo loops as well as our boilers, cooling towers, etc. AWT can provide all the services we need for less money than the combination of vendors we are currently using.

CodeHS - Online subscriptions of their software for our two high schools.

MercyOne, Revere Plastics, and Mom's Meals - These companies will be business partners that provide non-paid work experiences for students in our 18+ program, BEYOND. These experiences allow students to explore various careers that align with their post-secondary vision for employment.

eFinance Plus Upgrade - This agreement is to upgrade the current version of eFinance Plus from 19.4 to 22.4. Powerschool will discontinue supporting the current version sometime this summer, meaning no further enhancements to the software will be provided. Therefore, we are in need of upgrading to the most recent version.

Franklin Covey - This is our yearly contract with Franklin Covey for our building Leader in Me subscriptions/digital access/purchases (14 buildings have implemented).

Apple Payer Facilitation Request - This is a purchase contract that needs a signature. We are purchasing Apple iPads using GEER funds set aside for St. Lukes. This gives Apple the ability to accept the purchase from Ankeny but to transfer the device management to St. Lukes.

Fiscal Impact:

ATTACHMENTS:

Ankeny Community School District CodeHS Quote.pdf

File Name

Description

American Water Treatment,

Upload Date

Ankeny Community School District - Water Treatment Proposal.pdf Inc Service Agreement Support Document 4/15/2022

F

American Water Treatment Inc -Contract.pdf

American Water Treatment Inc -Contract.pdf

Inc - Contract

 CodeHS
 Support Document
 4/15/2022

 Support Document
 4/15/2022

Support Document

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Resource Consulting Engineers LLC - Ankeny CSD - Summit and Beyond HVAC Retrofit - 2022- 03-22.pdf	Resource Consulting Engineers LLC		
MercyOne Agmt-Ankeny Comm Schools (3-21-2022).V2 (1).pdf	MercyOne Agreement	Support Document	4/15/2022
Revere Ed. Agreement.pdf	Revere Plastics Systems, LLC	Support Document	4/15/2022
Education Agreement-Mom s Meals - Slgned.pdf	Mom's Meals	Support Document	4/15/2022
SVPA Fee Proposal Ankeny phase3.pdf	SVPA Architects - NVMS Stadium Improvements Phase 3	Support Document	4/15/2022
PowerSchool Implementation Contract - 22-23 e.pdf	eFinance Plus - PowerSchool Upgrade	Support Document	4/15/2022
Independent Professional Services Agreement - Samantha Robiliard -Audition Clinician Services.pdf	Independent Contractor Agreement - Audition Clinician Services	Support Document	4/15/2022
Franklin_Covey2022-2023.pdf	Franklin Covey - Leader in Me	Support Document	4/15/2022
Apple Ankney_St_Luke.pdf	Apple Payer Facilitation Request	Support Document	4/15/2022
SupportStaff Contract 2020-23 Final.v2.pdf	PPME Contract - 2023	Support Document	4/15/2022
PPME Signature Page.2223 (2).pdf	PPME Contract - 2023 Signature page	Support Document	4/15/2022



6324 Bartmer Ave - St. Louis, MO 63130 1744 N. Iron - Kansas City, MO 64116 1508 E. 86th - Indianpolis, IN 46240 Main Office: 314.721.0470 www.AmericanWaterTreatment.com

Water Treatment Proposal for Ankeny Community School District

Proposal Number: Ankeny Community School District_20211013_KC01

Type of Water Treatment Program being proposed: Total Treatment Program

This program will provide the following:

- Trouble-Free Guarantee
- Scheduled Service Calls for all systems needing water treatment within school district, see below
- Authorized Service Technician or Account Manager in District 2 times per month checking on systems
- Service Report for each Service call detailing the results of the testing and any adjustments done on site
- Maintenance of chemical distribution equipment
- All chemicals needed to protect cooling tower, boilers, loops and heat exchangers from corrosion, scale,
 & biofilm
- American Water Treatment brings all chemicals needed with them on the Service Call to treat systems designated below – this does not include glycol for glycol loop or salt for the softeners
- All chemical inventory is done at American Water Treatment Warehouses
- American Water Treatment moves all chemical in as needed and removes all empty containers
- Biannual Summary Report of Water Treatment Program, detailing performance and quality
- A convenient monthly price for service that remains the same, easier for budgeting
- 10% off list price for pumps, parts and controllers related to the water treatment distribution system
- Removal, usage or disposal of current stock pile of chemical

Trouble Free Guarantee

American Water Treatment Inc. (AWT) has been partnering with companies, schools, businesses, hospitals, etc. for over 50 years to care for their water treatment needs. In that time, AWT has created a great reputation of great water treatment service which we backup our program with a written Trouble-Free guarantee. We guarantee that our program will provide you with a scale and biomass free system. Should your system become scaled or biologically fouled, we will chemically and/or physically remove it free of charge.

This includes all chemical and personnel to clean any water side equipment that is directly in contact with the water that AWT is treating. This means AWT will send in a team of Service Technicians who will then administer any physical removal or chemical removal of any scale or biofilm that has built up on the water side of the equipment in which AWT is treating. All labor and chemical costs will be covered by AWT.

This guarantee is in effect only if AWT is treating the water systems. Any previous scale or biofilm attached to the water side of the heating and/or cooling system will not be covered by this agreement.

Scheduled Service Calls

All locations with systems will have pre-determined service calls per year to properly test and treat each system for maximum protection against scale, corrosion, and bio-film fouling. Below is the predetermined schedule for all the locations within the school district that require water treatment. The service calls will range from 30 minutes to just over an hour depending upon what needs to be completed on that call.

Location	Total	Geo	Hot	Chill	Closed	Cooling	Steam	Softener
	Calls	Loop	Water	Water	Glycol	Tower	Boiler	
			Loop	Loop	Loop			
Ankeny High School	4	4	4	4	4			
Ashland Elementary	4	4						
Bus Barn	4	4	4					
Centennial High School	4	4	4	4	4			
Crocker Elementary	4	4						
East Elementary	4	4	4					
Heritage	4				4			
Northeast Elementary	4		4	4				4
Northview	4		4					
Nevlynn	14						14	
Orbis	14		4				14	
Parkview	14	4	4			14		
Prairie Ridge Middle School	14	4	4			14		4
Prairie Trail Elementary School	4	4	4	4	4			4
Rock Creek Elementary School	4				4			
Southeast Elementary School	4	4			4			
Southview Middle School	4	4	4	4				
Terrace Elementary	4	4						
Westwood Elementary	4		4					4

All service calls with the number 4 as an identifier note quarterly testing and treatment. The service calls with the number 14 is broke down to the following way for that season. For the summer months for cooling towers, 2 calls per month between April and September and one call on either side of cooling season for startup and lay up. For the winter months for steam boilers 2 calls per month between October and March and one service call on front and back end of season for startup and shutdown.

Testing Per system

In order to ensure proper treatment levels are maintained to protect your system, our service technicians will run a complete water analysis on each visit that is tailored for your system. The parameters that will be tested for on your systems will be the following:

All Loops	Cooling Tower	City Water	Softeners	Steam Boilers
Conductivity	Conductivity	Conductivity	Conductivity	Conductivity
Corrosion Inhibitor	Total Alkalinity	Total Alkalinity	Total Hardness	Total Hardness
рН	Total Chlorides	Total Chlorides	Total Chlorides	Corrosion Inhibitor
	Total Hardness	Total Hardness	рН	pН
	рН	pН		P-Alkalinity
	Scale/Corrosion			Polymer
	Inhibitor			
	Total Chlorine			Sulfite
				Condensate pH
				Condensate
				Conductivity

	Feed Water Conductivity
	Feed Water pH

Chemicals Details and Inventory

- American water treatment will provide all chemicals for treatment except glycol. This includes all corrosion and scale inhibitors, all biocides, and all others products to perform proper treatment.
- American Water Treatment will bring with them the chemicals needed for treatment, no inventory left behind
- American Water Treatment will use as much of Ankeny's chemical stock pile for treatment see discount on pricing

Biannual Summary Report

At the end of each season American Water Treatment will provide Ankeny Community School District with a summary report that will include performance of treatment program, recommendations to the district for best practices water treatment, and other industry information for helpful decisions.

Pricing

Type of Water Treatment Program	1 Year Price	2 Year I	Price	3 Year	Price
Total Treatment Program	\$13,97	3.04	\$13,973	3.04	\$13,973.04
Current Inventory Applied to Treatment	-\$1,000.00				
Charge to use/remove/dispose chemical stock pile	\$0.00	\$0.00		\$0.00	
Grand Total	\$12,973.04	\$13,973	3.04	\$13,973	3.04
Billed Monthly	\$1,081.09	\$1,164.	42	\$1,164.	42

Partnership/Performance Guarantee

The period of this Agreement is TWELVE (12) months from the date of acceptance and shall be automatically renewed for a like term unless terminated by either party, in writing, thirty (30) days prior to the desired termination date. It shall also be known that either party, American Water Treatment or Ankeny Community School District can terminate this business relationship if one of the parties becomes unhappy with the relationship. This termination must be communicated in writing 30 days prior to the termination date.

Proposal prepared by

Derek Varney
Regional Sales Representative
American Water Treatment Inc.
derek.varney@americanwatertreatment.com
913-558-2168



6324 Bartmer Ave - St. Louis, MO 63130 1744 N. Iron - Kansas City, MO 64116 1508 E. 86th - Indianpolis, IN 46240 Main Office: 314.721.0470 www.AmericanWaterTreatment.com

Client Name: Ankeny Community School District Location: 400 SW Pleasant Ave., Ankeny, IA

Quotation Number: 20211013_KC01 Submitted Date: October 14, 2021

12-MONTH SERVICE AGREEMENT

American Water Treatment American Water Treatment, Inc. agrees to furnish a water treatment program designed to control corrosion, scale, and biofouling in client's equipment in accordance with the following terms:

The program will cover the client's following systems specifically:

Location	Systems	Service calls/Year	Service Call Frequency
Ankeny High School	Geo hot water loop, Geo chill water loop, auditorium hot	4	Quarterly
A 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	loop, auditorium chill loop		
Ashland Elementary	Small geo loop, large geo loop	4	Quarterly
Bus Barn	Geo loop & Heating loop	4	Quarterly
Centennial High	Geo hot water loop, Geo chill water loop, auditorium hot	4	Quarterly
School	loop, auditorium chill loop		
Crocker Elementary	Small geo loop, large geo loop	4	Quarterly
East Elementary	Hot water loop, geo loop	4	Quarterly
Heritage	Glycol Loop	4	Quarterly
Northeast Elementary	Hot water loop, chill loop, softener, glycol loop	4	Quarterly
Northview	Hot water loop, SE hot water loop	4	Quarterly
Nevlynn	Steam Boiler	14	Bi-weekly (Oct-Mar)
Orbis	Hot water loop, steam boiler	14	Bi-weekly (Oct-Mar),
			quarterly (loop)
Parkview	Hot water loop, cooling tower, geo loop	14	Bi-weekly (Apr-Sep),
			quarterly (loops)
Prairie Ridge Middle	Hot water loop, chill loop, cooling tower, softener	14	Bi-weekly (Apr-Sep),
			quarterly (loops)
Prairie Trail	Geo loop, glycol loop, softener, tertiary chill loop #1,	4	Quarterly
Elementary	tertiary chill loop #2, tertiary hot water loop #1, tertiary		
	hot water loop #2		
Rock Creek	Glycol loop	4	Quarterly
Southeast Elementary	East geo loop, west geo loop, glycol loop	4	Quarterly
Southview Middle	Geo loop, hot water loop, chill water loop	4	Quarterly
School			

Terrace Elementary	East geo loop, west geo loop	4	Quarterly
Westwood	South hot water loop, north hot water loop, softener	4	Quarterly
Elementary			

Upon this program AMERICAN will:

- 1. Furnish, feed and apply all of the chemical treatments required. Client acknowledges that the cost-basis for this contract reliant upon the system data above.
 - 1.1. Should the system parameters change during the course of this agreement's term or if the water usage is greater than stated above, AMERICAN reserves the right to demand reimbursement for additional materials or labor used in the course of this program, provided these overages are caused by the CLIENT and not AMERICAN.
- Regularly analyze water samples obtained from the various systems, adjust feed and bleed control equipment and report results to client 12 times per contract per calendar year allowing for weather, facility access and illness.
 - 2.1. Should a parameter or control point fall outside of the testing requirements and is the result of negligence on the part of AMERICAN, AMERICAN will revisit the issue until it is corrected at no additional cost. If the cause of a lapse in control is the result of actions or inaction on the part of the client, additional charges may be incurred.
 - 2.2. At no additional charge remedy issues with the water treatment program, as identified by testing and or visual inspection, that are solely within the control of AWT with additional service calls and materials. Should issues arise that are outside of our control, there may be additional costs for their correction.
 - 2.3. Unless specifically noted here, Legionella testing of any system is NOT included in the scope of this agreement.
- Furnish, service and maintain all equipment furnished by American. Will advise client if any "client-owned" equipment requires service. Servicing of client-owned equipment by shall be subject to additional charges.
- 4. Advise, instruct and consult with client's personnel regarding the operation of client's equipment in relation to the water treatment program.
- 5. In the event that client's equipment requires draining and flushing during the term of this agreement due to airborne dirt (mud, silt) accumulation, will consult with client and will perform draining and flushing at additional charge, or at client's request, will instruct client's personnel to perform draining and flushing (mechanical cleaning) of the system.
- 6. Chemically clean the "water side' of the open systems covered by this program if they become scaled or biologically fouled.
 - 6.1. AMERICAN does not accept responsibility for conditions or damage to the treated system specifically listed above that were in existence prior to the initiation of this agreement. Furthermore, AMERICAN cannot be held responsible for conditions or factors that are not disclosed or are otherwise outside its control.
- 7. The annual fee of the Agreement for first year is \$12,973.04 plus applicable taxes, payable monthly in the amount of \$1,081.09/month. The annual fee of the Agreement for second year is \$13,973.04 plus applicable taxes, payable monthly in the amount of \$1,162.42/month. The annual fee of the Agreement for second year is \$13,973.04 plus applicable taxes, payable monthly in the amount of \$1,162.42/month.
 - 7.1. The annual fee is subject to change upon given thirty (30) days written notice prior to renewal.
 - 7.2. Client agrees to pay one-time fee for the installation of any equipment installed and/or provided by American Water Treatment. Installation based on time plus material.

see final page for acceptance, additional terms and conditions



The period of this Agreement is TWELVE (12) months from the date of acceptance and shall be automatically renewed for a like term unless terminated by either party, in writing, thirty (30) days prior to the desired termination date. It shall also be known that either party, American Water Treatment or Ankeny Community School District can terminate this business relationship if one of the parties becomes unhappy with the relationship. This termination must be communicated in writing 30 days prior to the termination date.

Any equipment furnished by American Water Treatment, Inc. shall remain the property of American Water Treatment, Inc. Client hereby grants American Water Treatment, Inc. authority to remove all equipment furnished by American Water Treatment, Inc. upon the expiration or termination of the present Agreement for any reason.

American Water Treatment, Inc. warrants that equipment furnished by it will be in good working order. American Water Treatment, Inc. will make all necessary adjustments, repairs, and replacements to maintain its equipment in this condition and obligation is limited to repair or replace equipment furnished by it.

American Water Treatment, Inc. shall have no liability to client or to any other person, nor shall there be an abatement pursuant to the terms of this Agreement, for any claim, loss, damage, or expense of any kind, caused, in whole or in part, directly or indirectly, by (i) the inadequacy of the equipment for any purpose furnished by American Water Treatment, Inc., (ii) any deficiency or defect in the equipment whether or not covered by any warranty, except as expressly provided herein; (iii) any interruption or loss of service, use or performance of the equipment; or (iv) any loss of business or other consequential damage, whether or not resulting from any of the foregoing.

The foregoing warranties are in lieu of all other warranties expressed or implied, including the warranties of merchantability and fitness, and of all obligations or liabilities on the part of American Water Treatment, Inc. for damages, including but not limited to consequential damages, even if American Water Treatment, Inc. has been advised of the possibility of such damages, arising out of or in connection with use or performance of equipment or service furnished by American Water Treatment, Inc. American Water Treatment, Inc. expressly denies any direct or consequential liability for actual or consequential damages resulting from defects or deterioration in client's equipment prior to the initiation of water service pursuant to this Agreement.

All sales tax or other charges levied by the United States Government, and any State or local government or any subdivision thereof shall be charged in addition to the annual fee and shall be paid for by client. In the event that it is necessary to place client's account with attorney for collection, reasonable attorney's fees, costs and expenses shall be added to delinquent charges.

ACCEPTED BY:

Ankeny Community School District	American Water Treatment, Inc.		
	Derek Varney		
PRINTED NAME	PRINTED NAME		
	10/14/21		
DATE ACCEPTED	DATE OFFERED		



CodeHS Order Form

Contract #9878

Customer: Ankeny Comm School District

ATTN: Trent Murphy -306 SW SCHOOL ST Ankeny, IA 50023

Pricing Summary

Items	Start Date	End Date	Quantity	Price	Total Price
Bronze HS Site License	07/01/2022	06/30/2023	2	\$5500.00	\$11000.00
Canvas Integration	07/01/2022	06/30/2023	1	\$2000.00	\$2000.00
Total	\$13000.00				

Total fee under this Order Form: \$13000

Notes:

Bronze license is valid for 1 teacher and unlimited students.

Canvas integration is done at the district level and will be for both schools.

<u>Payment Terms:</u> You agree to pay to CodeHS the total fee set forth on this Order Form. For each school year, CodeHS will invoice the amount due for that school year at the start of the school year term. Each invoice is due within 30 days of receipt.

CodeHS Inc.

747 N LaSalle Dr. #500 Chicago, IL 60654 Phone: (415) 889-3376

Effective Date: July 1, 2022

<u>Subscription Term</u>: Subscription access to CodeHS Services will begin on the Start Date specified in the Order Form and continue until the End Date specified in the Order Form

Initial:

<u>License includes integration?</u> Yes

Integration Selected Canvas

CodeHS, Inc.

Master Service Agreement

Version: August 18th, 2020

This Master Service Agreement (the "MSA") outlines the standard contractual terms and conditions ("Terms") that apply to the provision of any products or services by CodeHS, Inc. ("CodeHS") to the entity (the "Customer") identified in the signature block of this MSA and on the Order Form.

1. <u>Definitions</u>.

- "Agreement" means, collectively, these Terms in the MSA, the Order Form, and the applicable CodeHS terms of service and privacy policy in effect (such applicable terms of service and privacy policy, collectively, the "Additional Terms"). CodeHS' terms of service can be found at https://codehs.com/terms and the privacy policy can be found at https://codehs.com/terms and the privacy policy can be found at https://codehs.com/terms and the privacy policy from time to time. CodeHS will comply with applicable law, rule and regulation in providing notice of any such amendments to Customer.
- "CodeHS Intellectual Property" means the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of CodeHS and/or its licensors that are delivered, provided or used by CodeHS in the course of performing the Services, as well as all other intellectual property owned by CodeHS and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.
- "Confidential Information" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.
- "Order Form" means an order form for the purchase of CodeHS Services.
- **"Pricing Summary"** refers to the table listed in the Order Form that specifically identifies every item, and the quantity of such item, that Customer is agreeing to and is obligated to purchase.
- **"Service**" means the proprietary software as a service provided by CodeHS and made available through the CodeHS website and other related services provided by CodeHS as further described in the Order Form.
- **"Term**" means the time period between the Effective Date on the Order Form and termination pursuant to Section 13 ("Termination") or Section 14 ("Subscription Term").
- "**User**" means an individual who is authorized by the Customer to use the Service and for whom Customer has paid for such use.

2. Order Form.

CodeHS may issue to Customer, and Customer may execute, an Order Form for Services at any time. The provision of Services by CodeHS to the Customer shall be governed by the Agreement, including the Order Form.

3. <u>License</u>.

a. <u>License</u>. CodeHS hereby grants to the Customer a non-exclusive and non-transferable license to access and use the Services on a subscription basis during the Term, in accordance with any limitations herein and as set forth in an Order Form and the Agreement.

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- b. <u>License Restrictions</u>. Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from the Service or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.
- c. <u>Customer Responsibilities Regarding the License</u>. Customer: (a) is solely responsible for and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify CodeHS promptly of any known or suspected unauthorized access to the Service. Customer will comply with this Agreement (including the applicable CodeHS terms of service and privacy policy then in effect) and any other instructions given by CodeHS with respect to the Service.
- **4.** <u>CodeHS Responsibilities.</u> CodeHS shall provide access to the Services as specified in the Order Form.
- 5. Fees. As consideration for the subscription to the Service, Customer shall pay the total fee ("Fees") set forth in the Order Form, by the date or dates specified in the Order Form (to the extent the Fees are split into separate payments). All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. All Fees are non-refundable. Customer acknowledges that it is responsible for the Fees for the entire Term and for all years listed in the Order Form. Upon expiration or termination of this Agreement, Customer shall immediately cease using the Services, and Customer shall pay any owed but unpaid Fees.
- **Suspension of Service.** CodeHS may immediately suspend the Service if Customer and/or its Users have violated a law or this Agreement (including the Additional Terms then in effect). CodeHS may try to contact Customer in advance, but it is not required to do so. CodeHS may also temporarily or permanently suspend or terminate the Services if payment is ten (10) days past due, without prior notice or liability to the Customer, but such suspension or termination will not serve as a termination of this Agreement nor shall it relieve Customer of any existing obligations for payment of any outstanding Fees. While the Services are suspended, payment must continue according to the Agreement.
- **Additional Order Forms.** Customer and CodeHS may execute additional Order Forms at any time. Any and all Order Forms are subject to the terms of this MSA.
- **Representations and Warranties.** CodeHS represents and warrants that the functionality or features of the Services may change but will not materially degrade during the Term. As Customer's exclusive remedy and CodeHS's sole liability for breach of the warranty set forth in this Section, CodeHS shall correct the non-conforming Service at no additional charge to Customer.
- **9. Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. CodeHS will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.
- 10. <u>Limitation of Liability</u>. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8, "REPRESENTATIONS AND WARRANTIES," CODEHS DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF

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MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CODEHS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CODEHS IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

- 11. <u>Confidentiality.</u> Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement.
- at all times remain, the sole and exclusive property of CodeHS. Customer shall have no right to use, copy, distribute or create derivative works of the CodeHS Intellectual Property except as expressly provided herein. CodeHS shall have the right, in its sole discretion, to modify the CodeHS Intellectual Property. Customer expressly acknowledges that Customer has no right, title or interest in the Service or in any CodeHS Intellectual Property, other than the limited license to use the Service as provided herein.
- **Termination.** Either party may terminate this Agreement for the material breach of any provision by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party (an "**Uncured Breach**"). Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party.
- **Subscription Term.** Subscription access to CodeHS Services will begin on the Start Date specified in the Order Form and continue until the End Date specified in the Order Form.
- 15. Notice. Any notice by a party under this Agreement shall be in writing and either (i) personally delivered, (ii) delivered by facsimile (iii) delivered by email or (iv) sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address and/or contact information specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section. A copy of all notices to CodeHS shall be sent to: CodeHS, Inc., 42A Dore Street, San Francisco, CA 94103, email: hello@codehs.com. For purposes of service messages and notices about the Service to Users, CodeHS may also place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt.

16. **General Provisions.**

- a. <u>Force Majeure</u>. If CodeHS is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, environmental and health emergencies, communication or power failures, such obligations will be suspended so long as those circumstances persist.
- b. <u>Choice of Law: Export Control</u>. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard to the actual state or country of incorporation or

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- residence of Customer. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under these Terms.
- c. <u>Independent Contractor</u>. CodeHS is acting in performance of this Agreement as an independent contractor to Customer. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- d. <u>Fully Integrated Agreement</u>. The Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements, whether oral or written, relating thereto are superseded by the terms of this Agreement. CodeHS rejects additional or conflicting terms of any Customer form-purchasing document.
- e. <u>Assignment</u>. Customer shall not assign this Agreement, in whole or in part, to any entity without CodeHS's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- f. <u>Waiver</u>. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. In the event of any conflict between the provisions in these Terms, the Order Form, or Additional Terms, the terms of the Order Form will take first precedence, then the Terms will take second precedence, then the Additional Terms will take third precedence.
- g. <u>Marketing</u>. CodeHS shall be permitted to use Customer's name and logo on the CodeHS website, in testimonial content, in press releases, and within marketing materials. With Customer's prior consent, CodeHS may issue press releases discussing these Terms as they relate to Customer.
- h. <u>Survival</u>. Any terms that by their nature survive termination or expiration of this agreement, will survive.
- i. <u>Reformation</u>. Nothing in this Agreement is intended to violate any law, rule or regulation. In the event that any terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any federal, state or local government agency having jurisdiction over the subject matter of this Agreement, then (i) the remaining terms and provisions that are not affected thereby shall remain in full force and effect and (ii) the parties will promptly meet to negotiate substitute terms and provisions for those declared invalid.
- **17.** Mediation and Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof (any "Claim"), shall first be subject to mandatory, confidential mediation. The mediation process shall be initiated and conducted through the rules of the American Arbitration Association or through JAMS, and shall take place in San Francisco, California. In the event the mediation is not successful, the Claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided however, that each party will have a right to seek injunctive or other equitable relief in a court of law. The prevailing party will be entitled to receive from the nonprevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The parties hereby consent to the arbitration in the State of California in the city and county of San Francisco, California. The arbitration, and any results of the arbitration, shall be strictly confidential. Judgment may be entered in any court with competent jurisdiction. In proceeding in this manner, the parties acknowledge that they are waiving their right to have a jury or court decide the Claim, and that they are waiving their right to appeal any judgment made by the arbitrator.
- 18. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING,

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WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

- **19.** Permission to Contact College Board. In executing this MSA, the Customer gives express written permission to CodeHS to obtain from The College Board any scores related to AP Computer Science courses involving the Customer.
- **Suggestions, Ideas and Feedback.** CodeHS shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Services to the extent it does not constitute Confidential Information of the Customer.
- **Legally Binding Agreement.** By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form. This MSA and any Order Form may be executed in counterparts (including through an electronic signature) which taken together shall form one legal instrument.

Ankeny Community School District	CodeHS, Inc	
Signature	Signature	
Name	Name	
Title	Title	
Date	Date	
Authority Level		
☐ I have signing authority to bind my organization t	0	
contracts.		

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RESOURCE CONSULTING ENGINEERS LLC

Tim Simpkins

Director of Operations and Construction Ankeny Community School District 306 SW School Street Ankeny, IA 50023

Re: Summit and Beyond School – Proposal for Engineering and Design Services for Building HVAC System Retrofit

I am pleased to present you with a proposal to provide Architectural and Engineering Design and Construction Administration Services for an HVAC Systems Retrofit Project at the Ankeny Community School District Summit and Beyond School Building (the current administration building). I appreciate the opportunity to provide this proposal, and look forward to helping you improve the operating capabilities of this facility.

Based on review of options to provide heating and cooling to the Summit and Beyond School Building, Resource Consulting Engineers, LLC (RCE) understands the Project Scope to be the replacement of HVAC systems and equipment serving the building, while also connecting the building to heating and chilled water piping provided from the Neveln building. This approach will provide a single central plant for both facilities and will improve the long-term efficiency of the Summit and Beyond School Building, as it will be connected to the Neveln geothermal central plant. This solution will also reduce required maintenance and should reduce the quantity of roof-mounted equipment for the facility. The new HVAC systems will be designed to meet or exceed current code requirements and the system will be designed to optimize energy performance to the extent possible. New HVAC systems will also be designed to maintain acceptable indoor air quality and to provide a comfortable environment throughout the Summit and Beyond School Building.

Scope of services:

Services to be provided:

- Mechanical and Electrical Engineering Design Phase Services, including:
 - Calculations for building mechanical and electrical systems to verify system options, sizing, and required modifications
 - Design of new HVAC Systems, expected to include:
 - Piping mains to building will be provided as part of the Neveln Building project
 - Terminal heating and cooling devices providing conditioning for each space
 - Terminal units to be fed chilled and heating water from central system located in Neveln Building
 - Perimeter heating will be provided in select spaces to maintain comfort during heating season (generally in place of existing steam fin-tube radiators)
 - Dedicated ventilation equipment providing energy recovery and conditioning of outdoor air, to include:
 - Central dedicated outdoor air system unit(s) sized to serve building spaces
 - Duct distribution to serve building spaces existing ductwork condition will be further investigated, and ducts may be reused in some areas
 - New building automation system components required to control systems
 - Design of electrical power distribution system modifications necessary to serve new mechanical system components
 - Design of fire alarm system modifications related to replacement of mechanical equipment
 - Review of proposed mechanical system modifications with utility providers to determine potential rebates (energy modeling not included)
 - Review meeting(s) with Ankeny Community School District personnel to review design options and progress documents as appropriate
 - Production of contract documents to include:
 - Drawings
 - Project Manual (including technical specifications along with bidding and contracting requirements)

- Structural Engineering Design Phase Services, including:
 - Analysis of existing building structure to review capacities for new equipment and to determine feasibility of providing new openings (if necessary)
 - Design of limited framing and/or reinforcing as necessary (not expected to include changes to columns, bearing walls, major structural members, etc.)
 - o Production of contract documents to include:
 - Drawings
 - Technical specifications (incorporated into Project Manual)
- Architectural Design Phase Services, including:
 - Use of previously developed building background drawings
 - Code review of architectural implications associated with HVAC system changes
 - Design of details or requirements for ceiling removal/replacement, shaft wall construction (if needed), general patching and painting, etc. for work associated with HVAC system replacement
- Bidding Phase Services (all disciplines), including:
 - o Response to requests for information
 - Attendance at pre-bid meeting (RCE will attend sub-consultants may attend depending on final scope of work for each discipline)
 - Preparation of Addenda as necessary
- Construction Phase Services (all disciplines), including:
 - Review of submittals
 - Response to contractor questions
 - Preparation of Supplemental Instructions, Change Requests, etc., as necessary
 - Attendance at project construction progress meetings (RCE to attend all meetings – sub-consultants to attend only on as-needed basis)
 - Field observations during construction phase as appropriate
 - Preparation of punch list
 - o Incorporation of changes into electronic record documents

Not included (available upon request):

- Mechanical system design and construction services not listed above, including:
 - Energy modeling services
- Electrical system design and construction services not listed above, including:
 - Design of modifications to electrical service or power distribution other than those related to mechanical system modifications (existing service and main distribution assumed to be adequate/acceptable for new equipment being served)
 - Design of modifications to existing lighting system components
 - Design of modifications to fire alarm system other than those related to mechanical systems replacement
- Modifications to existing plumbing systems
- Architectural system design and construction services not listed above
- Structural system design and construction services not listed above
- Design of modifications to building systems other than those described herein
- Civil engineering and landscape design services
- Development of abatement plan or procedures for hazardous materials (asbestos, mold, etc.) – expected to be addressed by a third party
- Support for LEED or other third-party certification programs

<u>Deliverables:</u>

- Review Documents to be approved before production of Contract Documents
- Contract Documents to include:
 - Project Manual including Project General Requirements, Project Contract Requirements, and Technical Specifications – general scheduling/phasing documents shall be provided, but Contractor will be responsible for final scheduling and coordination of Work
 - Drawings defining scope of Project Work

Schedule

Project work will be completed in phases. Select work associated with extending chilled water and heating water from Neveln to the Summit and Beyond School Building will be completed immediately once given notice to proceed. RCE will work with Ankeny Community School District personnel to develop a schedule that meets District needs and goals. Our initial intent will be to have final documents prepared for bidding by approximately November or December of 2022, allowing for bids to be received in December or January, and providing a somewhat extended lead time for equipment fabrication and delivery given the supply chain issues observed over approximately the past year.

Consultants

It is our intent to provide Ankeny Community School District a design team with capabilities to meet the needs of the project. With that in mind, Imprint Architects will serve as the architectural sub-consultant and Raker Rhodes Engineering will serve as the structural engineering sub-consultant, both working for Resource Consulting Engineers, LLC.

Basic Services

We propose to provide the services outlined on an hourly, not-to-exceed basis, with a not-to-exceed fee of \$50,000. As identified below this includes architectural and structural services Additional services outside the scope defined in this proposal will be provided on an hourly basis, but only after approval from authorized Ankeny Community School District Personnel. Hourly rates for staff expected to work on this project are as follows:

- Principal/Project Manager (Corey Metzger): \$140/hour
- Senior Electrical Engineer (Shane Thompson): \$135/hour
- Senior Mechanical Engineer (Clint Rabe): \$135/hour
- Project Mechanical Engineer (Brendan Harms): \$110/hour
- Electrical Engineer (Will Pigg): \$95/hour
- Mechanical Engineer (Matt Eisner): \$95/hour
- Electrical/Lighting Designer (Jenny Olson): \$90/hour
- Intern: \$70/hour
- Support Staff (Kortney Morgan): \$50/hour

This fee is based on project design being completed prior to the end of 2023 and project construction being completed prior to the end of 2024. If the project schedule extends beyond these dates, we will provide an updated proposal if necessary.

Summary

I appreciate the opportunity to provide this proposal to provide design and construction administration services for an HVAC Retrofit Project for the Summit and Beyond School Building. I believe the implementation of this project will benefit the facility and improve your operations for many years to come. If you have questions or comments regarding this proposal, please do not hesitate to share them with me. I would be happy to review scope and fees in detail if it is helpful. I look forward to working together on this project. Thank you.

Respectfully,

Corey B. Metzger, PE

Principal

Resource Consulting Engineers, LLC

EDUCATION AGREEMENT BETWEEN MERCYONE DES MOINES MEDICAL CENTER – DES MOINES AND ANKENY COMMUNITY SCHOOL DISTRICT

This Education Agreement ("Agreement") is entered into between Catholic Heal	lth Initiatives-Iowa, Corp.
d/b/a MercyOne Des Moines Medical Center - Des Moines ("Hospital"), an Ic	wa nonprofit corporation
and Ankeny Community School District, ("School") effective as of	, 2022.

RECITALS

- 1. Hospital is a licensed health care facility located in Des Moines, Iowa, and providing a variety of health care services to patients in Des Moines and the surrounding communities.
- 2. Hospital has an interest in supporting educational programs for the development of health care professionals and has agreed to provide administrative and staff and facilities for the training of students of School who require experiences to complete their training and development.
- 3. School, in its educational program for the development of workplace skills, has the responsibility for training Students enrolled in its Eighteen and Beyond Program ("Program") and who require experience in order to complete their training and development.
- 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 Hospital ("Program").

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

A. RESPONSIBILITIES OF SCHOOL

- 1. <u>Preparation and Supervision of Students</u>. School shall provide the necessary preparatory instruction and overall supervision of Students to insure proper application of principle and theory during the Program, and shall provide Students who are acceptable to Hospital for participation in the Program.
- 2. <u>Policies and Procedures</u>. School shall become reasonably familiar with the Hospital, and with its policies, procedures and standards identified by Hospital as relevant, including but not limited to the policy for dress and conduct so as to ensure that Faculty and Students comply with Hospital's requirements.
- 3. <u>Program Coordinators.</u> School shall recommend Students and Faculty members to Hospital's Human Resources Department who shall be responsible for coordinating the Program for Hospital and designated Hospital employees who will provide direction to individual Students. It is understood these will be non-tenured Faculty appointments with all attendant privileges thereto.
- 4. <u>Planning Program</u>. School shall collaborate with Hospital's Human Resources representative to plan the schedule for Program classes, the subject material to be covered, and the course objectives related to Program participation.
- 5. <u>Cooperation</u>. School shall cooperate with the Human Resources Department so as to reasonably facilitate optimum Student education and training, while simultaneously ensuring Hospital's patient care mission.

- 6. <u>Performance Evaluation</u>. School shall regularly monitor and evaluate the Program-related performance of each Student during the time of their participation in the Program and shall use School's standard staff evaluation protocol to monitor and evaluate the performance of each Faculty member working with the Program. School, in its discretion and professional judgment and in alignment with its policies, shall remove from the Program any Student or Faculty member who is not competent and/or qualified to participate in the Program. To the extent permitted by law and policy, School shall also cooperate with Hospital in matters of Student/Faculty discipline when the welfare of the Hospital, its employees, patients, visitors, Medical Staff or volunteers have been or will be jeopardized and shall assist Hospital in the immediate removal from the Program of any Student or Faculty member whom the Hospital, through its Human Resources representative, has determined acted in an incompetent, negligent or careless manner, or who is unable to continue participation in the Program for reasons of health, performance or other reasonable cause.
- 7. <u>Insurance</u>. School shall secure and maintain during the term of this Agreement from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher, comprehensive general and professional liability insurance and property damage insurance as described on attached Exhibit B.

School shall provide insurance which meets such requirements to Students and Faculty participating in the Program and/or shall require Students and Faculty participating in the Program to procure their own student liability insurance coverage prior to commencing the Program and shall provide evidence of the policy terms to Hospital upon request. Upon request by Hospital, School shall provide a certificate of insurance evidencing such coverage of School. School shall immediately notify Hospital of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

- 8. <u>Student Health.</u> School shall ensure all Students and any Faculty who will be on-site at Hospital have undergone a physical examination within the 12-month period prior to attending the Program and are up-to-date on the following immunizations and tests pursuant to CDC guidelines: (a) a complete Hepatitis B vaccination series; (b) annual TB screening, including chest x-ray if applicable); (c) MMR vaccination(s) or positive titer(s); (d) varicella vaccinations or a varicella titer; and (e) other immunizations/vaccinations required by Hospital policies. School recognizes that some Students and/or Faculty may be exempt from vaccination requirements under state and/or federal law and shall work with those Students and/or Faculty to find suitable alternative placements that do not interfere with Hospital's requirements.
- 9. Required Training. School shall require each Student and Faculty member participating in the Program to complete training and education (as OSHA approved where applicable) on the following subjects prior to participating in the Program: (a) standard precautions and infection control; (b) body mechanics; (c) fire safety and disaster safety; (d) HIPAA; and (e) any other training identified by the Hospital and communicated in advance to School. Hospital shall provide School with at least two (2) weeks' advance notice of any pre-service training requirements not explicitly outlined herein.
- 10. <u>Recordkeeping Requirements</u>. To the extent permissible by state and federal law, school shall maintain and provide to Hospital, upon Hospital's request, records demonstrating Student's education and training and/or other documentation that Student's knowledge, experience and competence are appropriate for the Program. In addition, School shall supply Hospital, upon Hospital's request, any such records related to the Program which pertain to Hospital's patients, patient care or employees. School shall be responsible for obtaining any necessary authorizations from Students for release of records.
- 11. <u>Damages</u>. School shall assume responsibility for the cost of Hospital equipment and supplies that are negligently or willfully broken or damaged by Students.

12. <u>Criminal Background and Child Abuse/Dependent Adult Abuse Checks</u>. School shall require Students and Faculty to undergo criminal background checks and child and/or dependent adult abuse checks prior to the start of the Program if Students and/or Faculty will be providing direct patient care services. School shall notify Hospital of any adverse findings and provide copies of the reports to Hospital, upon Hospital's request. Hospital shall have discretion to determine and shall be solely responsible for determining if a Student and/or Faculty member shall be excluded from the Program based on the results of a Criminal Background Check and/or abuse check.

B. RESPONSIBILITIES OF HOSPITAL

- 1. <u>Patient Care</u>. Hospital shall retain ultimate responsibility for the quality and provision of patient care.
- 2. <u>Resource</u>. Hospital, through its designated employees, shall serve as a resource to which Students may be assigned for education.
- 3. <u>Program Coordinator</u>. Hospital shall designate a Human Resource representative who will cooperate with Faculty members in the planning for an appropriate Student Program and for designated Hospital employees or physicians who will provide instruction to Students in the workplace setting.
- 4. <u>Right to Refuse</u>. Hospital shall have the right to refuse and shall be solely responsible for the refusal of any Student and/or Faculty member for any reason unless such refusal is prohibited by law.
- 5. <u>Orientation</u>. Hospital shall provide for orientation of Faculty and Students to the Hospital's environment, policies, procedures, and rules of conduct and dress, including *Ethics at Work* education. Students and Faculty may also be required to attend all Joint Commission and OSHA training on occupational exposure, universal precautions, body mechanics and electrical and fire safety, as well as any training on HIPAA compliance that is required of employees. Hospital shall notify School as soon as practicable of any orientation and/or training requirements not explicitly set forth in the terms of this Agreement.
- 6. <u>Access to Hospital Facilities</u>. Hospital may make the cafeteria available to Faculty and Students at the Hospital's established prices, in addition to library facilities, classrooms and conference rooms and other facilities which may be needed and have been arranged in advance in accordance with the Hospital schedule.
- 7. <u>Treatment of Illness/Injuries</u>. If illness and/or injuries are sustained by a Student or Faculty member while at the Hospital for the Program Hospital shall provide emergency medical treatment to Student(s) and/or Faculty participating in the Program consistent with the policies of the Hospital.
- 8. <u>Educational Resources</u>. Hospital shall, with appropriate planning and notice, make available for the instruction of Students during supervised educational sessions, appropriate personnel and equipment resources of the Program in which Student is participating, and of any related Hospital departments which may add to the educational experience of the Student.
- 9. <u>Authority</u>. Hospital shall retain ultimate administrative authority consistent with the established policies of the Hospital for all Faculty and Student activities which influence the operation of the Hospital and the direct or indirect care of Hospital's patients.

C. RESPONSIBILITIES OF STUDENT

- 1. Prior to authorizing a Student to participate in the Program, School agrees to collect from the Student's parent or legal guardian a signed consent form that outlines, but is not necessarily limited to, the following requirements:
 - a. <u>Compliance</u>. Student agrees to comply with all of the Hospital's policies, procedures and standards for conduct, including but not limited to, those policies and procedures related to grooming and dress (see Exhibit A attached hereto).
 - b. <u>Insurance</u>. If insurance coverage for Student is not provided by the School, Student shall obtain student liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher. Said insurance shall cover all acts, omissions or commissions by the Student. Student further agrees to provide Hospital with a certificate evidencing such insurance upon request (see Exhibit A attached hereto).
 - c. <u>Student Health.</u> Student agrees to undergo a general health examination before the education rotation begins to include the following immunizations and tests, per CDC guidelines: (i) a complete Hepatitis B vaccination series; (ii) annual TB screening (including chest x-ray, if applicable); (iii) MMR vaccination(s) or positive titers; (iv) Varicella vaccination or varicella titer. Student further agrees to provide a physician's statement regarding the status of his/her health to Hospital upon request (see Exhibit A attached hereto).
 - d. <u>Treatment of Injuries/Illness</u>. Student understands and agrees that any and all injuries sustained while functioning in the formal role of Student may be treated by the Hospital in accordance with Hospital policy. Hospital will indemnify Student for medical payments incurred as a result of accidents occurring within the scope of Student's duties during the education experience in accordance with all limitations and conditions in Hospital's commercial general liability coverage. Payment for any other medical care provided to Student by Hospital shall be Student's responsibility.

D. TERM AND TERMINATION

- 1. <u>Term.</u> The Term of this Agreement shall be for three (3) years, commencing on ______, 2022.
- 2. <u>Termination</u>. The Agreement may be terminated by either party without cause by providing sixty (60) days' advance written notice of termination. This Agreement may be immediately terminated as necessary at the sole discretion of Hospital for the health or safety of its employees and patients. Hospital agrees that it will continue to work with School in a manner mutually agreeable to the parties regarding any Students who are participating in the Program at the time of termination. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement after providing 30 days' written notice to the breaching party if a cure is not effected within such 30-day notice period.

E. GENERAL PROVISIONS

1. <u>Attire</u>. Students and Faculty shall be required to wear attire consistent with Hospital policy which shall be clean, neat and appropriate at all times. The cost of the attire and the cleaning thereof is the responsibility of Student, Faculty member, and/or School.

- 2. <u>Limitations of Program</u>. 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 Hospital.
- 3. <u>Wages and Benefits</u>. Hospital shall not be required to pay wages to Students for activities in the Program at Hospital, nor shall it be required to pay any workers' compensation benefits for any injury sustained during a placement. Hospital shall be solely responsible for ensuring compliance with this provision of the Agreement.
- 4. <u>Additional Provisions</u>. The parties agree that the Additional Provisions as set forth on attached <u>Exhibit B</u> are hereby incorporated herein by reference
- 5. <u>Proprietary Information</u>. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, School and/or Students shall hold all data and information, in any form, which is confidential and proprietary to Hospital used or encountered during the term of this Agreement ("Proprietary Information") in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Hospital, unless required by law.
- 6. <u>Educational Records</u>. Hospital 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. Hospital shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.
- 7. <u>Patient Identification</u>. The identity of a patient, the nature of procedures or services provided to patients and information included in the patient's medical records shall be confidential and shall not be disclosed by School or Students other than for use in direct patient care unless authorized in writing by Hospital or as may be required by law. Without limiting the foregoing, Institution agrees to comply with all applicable federal and state confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, and its related regulations.
- 8. <u>Medical Records</u>. Hospital shall have custody and control of all medical records and charts in patient files and shall assume full responsibility for same. Neither School nor Student may remove or copy such records except with written permission of Hospital.
- 9. <u>Studies and Research</u>. All reports, projects, theses, and/or publications based upon studies and research arising out of the cooperative education experience permitted by this Agreement shall be reviewed and approved prior to release by means of such procedures as Hospital shall designate. Approval by Hospital shall not be unreasonably withheld.
- 10. <u>Performance Evaluation</u>. Hospital shall schedule quarterly meetings with School to discuss Program implementation. Hospital and/or School may request additional meetings with the other party as needed.
- 11. <u>Indemnification</u>. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests and shall not be bound to a joint defense and/or collaborative response.

12. <u>Notice</u>. 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 Hospital: MercyOne Des Moines Medical Center – Des

Moines

Attn: Alison Luecht, Human Resources

411 Laurel Street, Suite 3265 Des Moines, Iowa 50314

If to School: Ankeny Community School District

Attn: Erin Van Dorin. TAP Coordinator

306 SW School Street Ankeny, Iowa 50023

- 13. <u>Assignment</u>. Neither party may transfer, assign or otherwise convey its rights or obligations under this Agreement without the written consent of the other party; provided, however, that Hospital may assign this Agreement without consent to an entity that controls Hospital or is under common control with Hospital. 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.
- 14. <u>Entire Agreement</u>. 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.
- 15. <u>Endorsements</u>. Neither party shall use the name of the other party in any promotional or advertising material unless such party has received the prior written consent of the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to the services provided under this Agreement.
- 16. <u>Independent Contractors</u>. The parties to this Agreement are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either party, nor shall it in any way alter the control of the management, assets, and affairs of the respective institutions. 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.
- 17. <u>Waiver</u>. 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.
- 18. <u>Choice of Law</u>. This Agreement shall be construed and governed under the laws of the State of Iowa applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice of law principles.

WHEREFORE, the parties have executed this Agreement as of the date first above listed.		
CATHOLIC HEALTH INITIATIVES - IOWA, CORP., d/b/a MercyOne Des Moines Medical Center - Des Moines	ANKENY COMMUNITY SCHOOL DISTRICT	
By:	By:	
Name: Alison Luecht	Name:	
Title: Market Director, Human Resources	Title:	

Amendment. This Agreement may be amended only in writing signed by all parties hereto.

19.

EXHIBIT A Parent / Guardian Consent Form

(Can be signed at time of meeting with Student Internship Coordinator)

The Ankeny Community School District ("School") has entered into an agreement with Catholic Health Initiatives-Iowa, Corp., d/b/a MercyOne Des Moines Medical Center ("MercyOne") to design and operate an educational program ("Program") for the development of health care professionals and for the training and development of students in the Eighteen and Beyond Program ("Beyond").

If you wish to have your child/legal ward ("Student") participate in the Program, please review and complete the below, signing to acknowledge the information is accurate and that you agree to the following conditions for participation. Failure to adhere to these requirements may result in your Student being removed from the Program.

First and last name of Student for whom Program participation is sought:	
Student's School and/or Program:	
Date that ten-day self-isolation for the child began:	

- 1. I am the parent or legal guardian of Student named above; I am legally entitled to make educational decisions for the child.
- 2. I have received a copy of and have had an opportunity to review the Educational Affiliation Agreement between MercyOne and School.
- 3. <u>I understand and agree that</u> Hospital shall not be required to pay wages to Student for participation in the Program at Hospital, nor shall it be required to pay any workers' compensation benefits for any injury sustained by Student during a placement.
- 4. I understand that in order for Student to participate in the Program:
 - a. Student must comply with all of the Hospital's policies, procedures and standards for conduct, including but not limited to, those policies and procedures related to grooming and dress.
 - b. Student liability insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher shall be obtained for Student if School is not providing insurance coverage for Student. Said insurance shall cover all acts, omissions or commissions by the Student. Student further agrees to provide Hospital with a certificate evidencing such insurance upon request.
 - c. Student shall undergo a general health examination before the education rotation begins to include the following immunizations and tests, per CDC guidelines: (i) a complete Hepatitis B vaccination series; (ii) annual TB screening (including chest x-ray, if applicable); (iii) MMR vaccination(s) or positive titers; (iv) Varicella vaccination or varicella titer.

- d. I shall provide a physician's statement regarding the status of Student's health to Hospital upon request.
- e. Student must agree not to disclose confidential medical information learned due to participation in the Program, including the identity of a patient, the nature of procedures or services provided to patients, and/or information included in a patient's medical records.
- 5. I understand and agree that any and all injuries sustained by Student while functioning in the formal role of Student may be treated by the Hospital in accordance with Hospital policy. I further understand and agree that Hospital will indemnify Student for medical payments incurred as a result of accidents occurring within the scope of Student's duties during the education experience in accordance with all limitations and conditions in Hospital's commercial general liability coverage. Payment for any other medical care provided to Student by Hospital shall be Student's responsibility.
- 6. I consent to School completing criminal background check(s) and child and/or dependent adult abuse checks on the Student and reporting the results of same to Hospital prior to Student beginning the Program. I understand that Hospital shall have discretion to determine and shall be solely responsible for determining if a Student will be excluded from the Program based on the results of a criminal background check and/or abuse check.
- 7. I consent to the School's release of records demonstrating Student's education and training and/or other documentation to Hospital upon Hospital's request.
- 8. I certify that Student is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and further agree to immediately notify Hospital of any threatened, proposed, or actual exclusion for same.

I certify that I have read this document in its entirety and that I understand its contents. I further certify that the statements contained herein are true and accurate and that I agree to the expectations for my

Student's participation in the Program. I acknowledge that nothing in modify Board policy, student handbooks, and/or unrelated aspects of the L	
Parent/Legal Guardian Name (Printed):	
Parent/Legal Guardian Signature:	
Date:	
Parent/Legal Guardian Phone Number:	

EXHIBIT B

Additional Provisions

This Exhibit B is part of the Agreement ("Agreement") by and between MercyOne Des Moines Medical Center (referred to in the Agreement and in this Exhibit as "Hospital") and Ankeny Community School District (referred to in the Agreement and this Exhibit as "School"). Defined terms in the Agreement shall have the same meaning in this Exhibit.

1.1. Compliance with MercyOne Code of Conduct. School recognizes that it is essential to the core values of Hospital that all persons and entities employed by or otherwise contracting with Hospital or its affiliated entities at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the MercyOne Code of Conduct, as may from time to time be amended. As of the Effective Date of the Agreement, the Code of Conduct is available at: https://www.mercyone.org/integrity-compliance.

School acknowledges that it has electronically accessed, obtained or otherwise received a copy of the *Code of Conduct* and has read and understands same, and hereby agrees that, so long as the Agreement remains in effect, School shall act in a manner consistent with, and shall at all times abide by, such *Code of Conduct*, to the extent they are applicable to School in the performance of the Agreement.

1.2. Ethical and Religious Directives. School understands that Hospital is required act in accordance with the Ethical and Religious Directives for Catholic Health Care Services, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (ERDs). The ERDs are available at the following website: http://www.usccb.org.

In the event that Hospital determines in good faith that the Agreement places Hospital at risk of noncompliance with the ERDs, Hospital may, upon thirty (30) day written notice to School, terminate the Agreement.

- 1.3. Excluded Provider. School and Hospital each hereby represent and warrant that it is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. School and Hospital each hereby agrees to immediately notify the other party of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that School or Hospital is excluded from participation in any federally funded health care program during the term of the Agreement, or if at any time after the effective date of the Agreement it is determined that School or Hospital is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.
- 1.4. <u>Insurance</u>. Each of the parties shall, at said party's sole cost and expense, procure, keep and maintain throughout the Term of the Agreement, insurance coverage in the amounts of: One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for professional liability insurance and One Million Dollars (\$1,000,000) per occurrence or claims and Two Million Dollars (\$2,000,000) aggregate per occurrence or claim for commercial general liability insurance and automobile liability; and applicable state statutory limits for workers compensation. In addition to the coverages specifically listed, each of the parties shall maintain any other usual and

customary policies of insurance applicable to the type of services contracted for under the Agreement. By requiring insurance herein, neither party represents that coverage and limits will necessarily be adequate to protect the other party. In the event either party procures a "claims-made" policy to meet the insurance requirements herein, said party agrees to purchase "tail" coverage upon the termination of any such policy or upon termination of the Agreement. Said "tail" coverage shall provide for a two (2) year period. Upon reasonable request, each party shall provide copies of any and all insurance policies to the other party.

- Notwithstanding anything to the contrary contained in the Agreement, in the event the performance by either party of any term, covenant, condition or provision jeopardizes the licensure of School or Hospital, their participation in or payment or reimbursement from the Medicare or Medicaid program, Blue Cross or other reimbursement or payment programs, or their full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of School, or Hospital, any of School's or Hospital's property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing School or Hospital or any of their services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, the affected party may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, the affected party may, at its option, terminate the Agreement immediately.
- 1.6. Compliance with All Laws. Each of the parties represents that its performance under the Agreement shall fully comply with all applicable federal, state and local statutes, rules, regulations, and applicable standards of other professional organizations, and that it shall be deemed a material breach of the Agreement by a party if it shall fail to comply with this representation. If such a breach is not cured in accordance with the Agreement, the non-breaching party may terminate the Agreement without penalty and without limiting any other rights or remedies set forth in the Agreement.
- 1.7 Recordkeeping. If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of the Agreement, each party shall make available, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), or upon request by the Comptroller General of the United States General Accounting Office (the "Comptroller General"), or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of under this Agreement..

EDUCATION AGREEMENT BETWEEN Revere Plastics Systems, LLC AND ANKENY COMMUNITY SCHOOL DISTRICT

The Education Agreement ("Agreement") is entered into between Revere Plastics Systems, LLC. ("Company") and Ankeny Community School District ("District") effective as of April 11, 2022

RECITALS

- 1. Company is a plastic parts production facility operating a property 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 Eighteen and Beyond Program ("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

- Scope of Assignment. Student(s) engaged in site-based learning for Company shall perform assignment(s) as described herein ("Assignment"): Cleaning, light assembly line duties, packaging & shipping of items.
- 2 <u>Duration of Assignment</u>. 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

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.

- 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.
- 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 <u>Planning Program</u>. 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 <u>Supervision and Evaluation of Students.</u>
 - 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.
- 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.
- 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 <u>Insurance</u>. 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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

- 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.
- 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.
- 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.
- 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 April 11, 2022.
- <u>Termination</u>. 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 I 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. <u>Educational Records</u>. 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.

- 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. <u>Media Release</u>. 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. <u>Notice</u>. 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:

Revere Plastics Systems, LLC Sheila Siler 3401 SE Convenience Boulevard

3401 SE Convenience Boulevard

Ankeny, Iowa 50021

If to District:

Ankeny Community School District

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

- 5. <u>Entire Agreement</u>. 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. <u>Waiver</u>. 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. <u>Headings for Convenience Only.</u> The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

- 8. <u>Choice of Law.</u> 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. <u>Severability</u>. 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. <u>Amendment</u>. This Agreement may be amended only in writing signed by all parties hereto.
- 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.

Revere Plastics Systems, LLC	ANKENY COMMUNITY SCHOOL DISTRICT
By: Ruch Wil	By:
Name: Sheila J Siler	Name:
Title: HR Manager	Title: President, Board of Education

EDUCATION AGREEMENT BETWEEN Mom's Meals AND ANKENY COMMUNITY SCHOOL DISTRICT

The Education Agreement ("Agreement") is entered into between Mom's Meals ("Company") and Ankeny Community School District ("District") effective as of April 4, 2022.

RECITALS

- 1. Company is a food fulfillment company 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 Eighteen and Beyond Program ("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

- Scope of Assignment. Student(s) engaged in site-based learning for Company shall perform assignment(s) as described herein ("Assignment"): working on the fulfillment line completing tasks such as; assembling boxes, packing items in boxes, stocking items in a fulfillment center environment.
- 2 <u>Duration of Assignment</u>. 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

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 <u>Preparation and Supervision of Students</u>. 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.
- 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 <u>Planning Program</u>. 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 <u>Supervision and Evaluation of Students.</u>
 - 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.
- 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.
- 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 <u>Insurance</u>. 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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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

- 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.
- 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.
- 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.
- 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 April 5, 2022.
- 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 1 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. <u>Educational Records</u>. 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. <u>Indemnification</u>. 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.
- 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:

Mom's Meals 3210 SE Corporate Woods Drive Ankeny, Iowa 50021

If to District:

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

- 5. <u>Entire Agreement</u>. 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. <u>Waiver</u>. 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. <u>Headings for Convenience Only.</u> The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

- 8. <u>Choice of Law.</u> 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. <u>Severability</u>. 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. <u>Amendment</u>. 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.

,	ANKENY COMMUNITY SCHOOL DISTRICT
By: 03	Ву:
Name: Blair Inferrood	Name:
Title: Regional HR Business patner	Title: President, Board of Education



Project: 22016 Ankeny CSD Stadium Improvements – Phase 3

Proposal for Design Services

April 1, 2022

Tim Simpkins, Director of Construction Ankeny Community School District 306 SW School Street Ankeny, IA 50023

Dear Tim and Board Members

On behalf of SVPA Architects Inc., we are pleased to submit this proposal for architecture design services for Ankeny Community School District (ACSD). It has been exciting to see the Stadium project move from initial conception through the different phases of construction. Once the facility is complete it will be one of the premier complexes in the area. We value the working relationship we have developed with the school district and more directly with you, and our office looks forward to providing client-focused professional design services.

PROJECT DESCRIPTION

The ACSD has directed SVPA to update the design and construction budgets for Phase 3 of the Northview Stadium Improvements. The stadium master plan included a Team Room building at the north end of the stadium with two larger team meeting spaces to accommodate the home and visiting athletic teams. The team rooms are located on the main level walking directly out to the track and playing surface. Each team room includes restrooms, showers, and training room access. Other building amenities are centrally located changing rooms, restrooms, showers, and lockers for referees on the same main level. The district has requested two design options for the proposed north building. The first option to be a one-story Team Room only facility that would be tucked into the north hill side appearing as a one-story walk out. The second option it a two-story building with same main level walk out team rooms as option 1, the second level would be accessible from grade on the north side and would include meeting rooms for a large variety of uses.

PROJECT BUDGET

Schematic cost estimates were last provided in July of 2016 for all three stadium improvements phases. SVPA will utilize Stecker Harmsen to provide detail schematic construction cost estimates for the two proposed building options.

SCOPE OF SERVICE

SVPA Architects Inc. will provide architectural and interior design schematic design services that will include schematic drawings and a specification narrative. Civil design drawings will be updated by CDA for the two building options; the site work scope will be different for each option. Refer to the break out of fees per discipline below. Structural and MEPT narratives of proposed systems can be provided for more detailed schematic pricing purposes. These services would be completed by the Tometich Engineering for structural and Bluestone for MEPT, which are listed below as an optional service.

FEE STRUCTURE

SVPA Architects Inc. to establish Compensation for Basic Limited Design Services for the scope of work described herein as a fixed fee defined as follows:

Schematic Design Fees per Discipline

Architectural & Interiors drawings/specifications: (SVPA)	\$4,000
Civil conceptual drawings: (CDA)	\$1,200
 Detail SD Cost Estimate (Stecker-Harmsen) 	\$3,600
Renderings for Fund Raising/Marketing/Presentations	\$1,400
Subtotal SD Arch/Civil/Cost Estimating	\$9.200

Project: 22016 Ankeny CSD Stadium Improvements – Phase 3

Proposal for Design Services

Optional Services

•	MEPT narrative: (Bluestone)	\$1,500
•	Structural narrative: (Tometich)	\$650
Su	btotal SD Struct/MEPT narrative	\$2,150

Monthly invoices will be submitted based on the percentage of work completed per design phase. Invoices are due to be paid within 30 days of receipt; prompt payment is always appreciated. Amounts unpaid 45 days after the invoice date shall bear interest at a rate of 1% monthly. If Additional Services are requested beyond the scope of services outlined above, they will be billed per our attached hourly rates. The hourly rates may be modified periodically, but not more often than once a year, in accordance with our compensation policies and team member advancement. Reimbursable expenses for items such as jurisdictional review fees, printing and shipping are in addition to compensation for basic services and will be billed at 1.0 times cost directly to the Owner.

Thank you for the opportunity to provide this proposal to Ankeny Community School District. If you need any additional information or clarification of our proposal, my direct number is 515-280-2409. It is exciting to see the long range vision and plan for the Stadium get closer to completion with Phase 3, thank you for the opportunity to be part of this outstanding athletic complex.

Sincerely,	_	
MA	Accepted by:	Date:
Thad N. Long, AIA Vice President		
SVPA Architects Inc.	Name & Title:	



2022 Hourly Rates

HOURLY RATE SCHEDULE

Compensation for Designated Services shall be at a fixed rate per hour, effective January 1, 2022 through December 31, 2022 as follows:

	Principal	\$180/hr.
•	Associate Architect	\$135/hr.
•	Associate Interior Designer	\$135/hr.
•	Senior Architect	\$130/hr.
•	Architect	\$115/hr.
•	Intern Architect	\$95/hr.
•	Senior Interior Designer	\$130/hr.
•	Interior Designer	\$115/hr.
•	Intern Interior Designer	\$95/hr.
•	Project Coordinator	\$85/hr.
•	Senior Architectural Technician	\$90/hr.
	Architectural Technician	\$80/hr.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to Basic, Supplemental and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the project, as follows:

- 1. Transportation and authorized out-of-town travel and subsistence
- 2. Long distance services, dedicated data and communication services, Project web sites and extranets
- 3. Permitting and other fees required by authorities having jurisdiction over the Project
- 4. Printing, reproductions, plots and standard form documents, excluding printing for SVPA office use
- 5. Postage, handling and delivery
- 6. Expense of overtime work requiring higher than regular rates, if requested and authorized by Owner
- 7. Outsourced renderings, animations, mock-ups, physical models and photography requested by Owner
- 8. If required and approved by the Owner, the additional expense of professional liability insurance dedicated exclusively to this Project in excess of coverage or limits normally maintained by the Architect
- 9. Taxes levied on professional services and reimbursable expenses for this Project
- 10. Expenses for the Architect and Architect's consultants to provide a Project site office, if required and approved by the Owner



PowerSchool Group LLC 150 Parkshore Dr., Folsom, CA 95630 Quote #: Q-653822 - 2

Quote Expiration Date: 3-JUN-2022

Prepared By: Riley Reynolds Customer Contact: Jennifer Jamison

Customer Name: Ankeny Community School District Title: Chief Financial Officer

Enrollment: 10,199 Address: 306 SW School St

Contract Term: 36 Months City: Ankeny
Start Date: 4-APR-2022 State/Province: Iowa
End Date: 3-APR-2025 Zip Code: 50021

Phone #: (515) 965-9604 x54781

Product Description	Quantity	Unit	Extended Price
Initial Term 4-APR-2022 - 3-APR-2023			
Professional Services and Setup Fees			
PowerSchool eFinancePlus Customizations Fixed Fee	1.00	Each	USD 2,475.00

Professional Services and Setup USD 2,475.00 Fee Totals:

Quote Total			
	Initial Term	4-APR-2022 - 3-APR-2023	
	Payment Total	USD 2,475.00	

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

Title: Chief Financial Officer

Date: 5-APR-2022

Printed Name:

Jennifer Jamison

Title:

Chief Financial Officer/Board Secretary

Date:



PowerSchool Professional Services Scope of Work

Ankeny Community School District

PowerSchool

eFinancePLUS

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QUOTATION FOR SERVICE

Purpose of Document

The purpose of this Scope of Work ("SOW") is to outline the process, approach, completion criteria, and associated costs for the deliverable as requested by Ankeny Community School District, ("Client"). This Statement of Work is subject to the terms and conditions of the current license agreement between PowerSchool Group LLC ("PowerSchool") and Client and any other associated policies and agreements pursuant to which PowerSchool has licensed the application to Client (collectively, the "Agreements").

This Statement of Work is a legally binding document. Client is responsible for reviewing in full before signature. Signature denotes agreement to all terms herein.

Scope of Service

Ankeny Community School District is requesting to upgrade from their current version 19.4 of eFinancePlus to newer version 22.4 and below customs will be retrofitted:

- * FCB9695 Optio AP check and PO
- * FCB9696 Optio PY check
- * FCAKY00450846-Renumber Employee ID

Deliverable Requirements

- 1. All development is quoted to be developed/installed/delivered on one instance (DataBase) of PowerSchool.
- 2. All setup not otherwise specifically noted in this SOW is to be completed by client prior to development beginning.

Deliverable Example(s)

Objectives

FCAKY00610499 - eFinancePlus Custom Upgrade 19.4 to 22.4

Completion Criteria

This SOW will be considered delivered and the Client will receive an email notification when the applicable condition is met:

- If consultative services are to be provided under this SOW, with no defined deliverable, then this activity will be considered complete when PowerSchool provides agreed upon consult/system analysis and provides recommended next steps. Once the quoted hours are exhausted, PowerSchool will have no further obligation to deliver services under this SOW.
- If a defined deliverable is to be provided under this SOW, then this activity will be considered complete when PowerSchool installs the final PowerSchool Deliverable, provides recommended next steps, and sends final deliverable sign off documentation.

Page 4 of 6 Page 186 of 312

• If a productization effort is to be provided under this SOW, then upon delivery, this product will be considered a part of core functionality and will be covered under the Client's existing Core Maintenance and Support agreement.

Client Responsibilities

- All business decisions, specific task assignments, general governance, and liability for work performed are the responsibility of Client's school personnel. PowerSchool is not authorized to take responsibility for business decisions, or to assign work to individuals except via the Client's project manager or their designees.
- The Client will create, oversee, and enforce a change control methodology including all test plans, cases, and scripts to ensure that proposed data, technical, and functional changes are evaluated in a test or support environment before they are deployed to a Production environment so as not to adversely affect any deliverables. All liability for changes made to the Production PowerSchool environment(s) approved by the Client in the test and development phase are assumed by the Client.
- The Client will provide access to test/development environment and/or production environment as needed or required to complete the deliverable. This includes, but is not limited to access to the PowerSchool application(s), database, local server file system and other resources as needed to complete the deliverable.
- The Client understands that diagnosing or otherwise troubleshooting access issues is outside of this Statement of Work and is billable on a time/materials basis.
- During the project, the Client will:
 - Identify Client project lead that will work with PowerSchool throughout the effort.
 - Attend Kick-off meeting and all subsequent meetings.
 - Provide access as needed to Client resources throughout the effort.
 - Provide timeline input and feedback throughout the effort.
 - Manage Client business process change throughout the effort.
 - Test any deliverables for the agreed upon functionality and notify the PowerSchool Project Manager/Technical Resource of any concerns.
 - Participate in any milestone deliveries.

PowerSchool Responsibilities

- PowerSchool will assign a Project Manager/Technical Resource to assist through the following phases:
 - Project Kick-off, Planning, and Management
 - Consult/system Analysis
 - Design of any Deliverable
 - Active Development and Configuration
 - Testing and Validation
 - Project Completion/Sign-Off
 - Participate in milestone deliveries and sign-off as needed

All services will be delivered remotely, unless specified above. During the project, PowerSchool will provide the following project management functions:

Kick-off Meeting: Where applicable, the PowerSchool resource will conduct a Kick-off Meeting with the Client to establish responsibilities, milestones, and a basic Project

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- Timeline. All effort shall be scheduled and milestones defined during the project kickoff or emailed to the Client in lieu of a Kick-off Meeting.
- **Establish development tasks:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- **Milestone deliveries:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- Project Status Reporting: The PowerSchool resource will establish the timeline for delivery of milestones during development.

The project management activity will be considered complete when a kickoff meeting is completed and a project timeline created.

Annually Recurring Maintenance and Support for Customizations

Your deliverable may come with a standard annual maintenance and support service ("M&S") that begins on delivery of the customization and is expected to be renewed annually via a signed renewal quote. This service does not cover changes that are out of scope of this SOW nor does it include changes or enhancements to the deliverable provided. This service protects your investment from any issues that may arise involving the original code as delivered by PowerSchool and as agreed upon in this SOW. This service will continue to cover your deliverable on the current production release of the product that the deliverable was built on. If you upgrade to a new version and your deliverable becomes inoperable due to product changes/enhancements in the latest upgrade, a new quote to rework the code and bring the deliverable current with the latest software to ensure continued compatibility with the current product version will be required. This rework will not result in added maintenance and support costs and your service shall continue as renewed.

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PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with Samantha Robiliard ("Vendor") to provide Audition Clinician 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

AHS Audition Clinician/Adjudicator

II. RELATIONSHIP OF THE PARTIES

- A. Nothwithstanding 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 4/18/22 and shall continue in effect through 4/21/22 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 \$650.00 to complete the work outlined in the Scope of Services. Said payment shall be paid following clinican services.
- 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. Upon request of District, Vendor shall provide proof of 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 partied have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

By:			· ·	
љу: _			Date:	

Trent Murphy
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Ankeny Community School District

Date: 4-13-22

Samantha Robiliard



Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and the following organization ("Client"):

Organization: Ankeny Community School District Contact Person: Al Neppl/Jana Engebretson

Address: 306 S.W. School Street Telephone: 515-965-9600

City, State, Zip: Ankeny, Iowa Email: jana.engebretson@ankenyschools.org

50023 al.neppl@ankenyschools.org

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership and Coaching						
Westwood Elementary Membership	7/31/2022	7/30/2023	7/31/2022	\$4,850.00	1	\$4,850.00
Northeast Elementary Membership	7/31/2022	7/30/2023	7/31/2022	\$4,850.00	1	\$4,850.00
Southview Middle School Membership	7/30/2022	7/29/2023	7/30/2022	\$4,850.00	1	\$4,850.00
Northview Middle School Membership	7/30/2022	7/29/2023	7/30/2022	\$4,850.00	1	\$4,850.00
East Elementary Membership	7/30/2022	7/29/2023	7/30/2022	\$4,850.00	1	\$4,850.00
Parkview Middle School Membership	7/31/2022	7/30/2023	7/31/2022	\$4,850.00	1	\$4,850.00
Crocker Elementary Membership	7/30/2022	7/29/2023	7/30/2022	\$4,850.00	1	\$4,850.00
Prairie Ridge Middle School Membership	7/31/2022	7/30/2023	7/31/2022	\$4,850.00	1	\$4,850.00
Heritage Elementary Membership	7/30/2022	7/29/2023	7/30/2022	\$4,850.00	1	\$4,850.00
Southeast Elementary Membership	7/31/2022	7/30/2023	7/31/2022	\$4,850.00	1	\$4,850.00
Rock Creek Elementary Membership	7/31/2022	7/30/2023	7/31/2022	\$4,850.00	1	\$4,850.00
Ashland Ridge Elementary Membership	7/31/2022	7/30/2023	7/31/2022	\$4,850.00	1	\$4,850.00
Northwest Elementary Membership	7/31/2022	7/30/2023	7/31/2022	\$4,850.00	1	\$4,850.00
Prairie Trail Elementary Membership	7/30/2022	7/29/2023	7/30/2022	\$4,850.00	1	\$4,850.00
						\$67,900.00
			Total Ir	vestment		\$67,900.00

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.		Ankeny Community School District		
Signature:		Signature:		
Printed Name:	Sausha Pond	Printed Name:	Jana Engebretson	
Title:	Client Engagement Coordinator	Title:		
		Effective Date:		

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. If Client terminates for convenience, FranklinCovey shall not refund any invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shippents are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

This Agreement is subject to credit approval by FranklinCovey's Credit Department.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.



Apple Payer Facilitation Request

This Payer Facilitation Request ("PFR") is provided to Apple Inc., a California corporation located at One Apple Park Way, Cupertino, CA 95014 ("Apple") by the parties listed below, each of whom agrees to be bound by and comply with all terms and conditions contained in this PFR Request.

Payer Legal Name ("Payer"):

DBA Name:

ANKENY COMMUNITY SCHOOL DISTRICT

Address:

PO BOX 189, ANKENY IA 50021-0189

Recipient Legal Name ("Customer"):

DBA Name:

ST LUKE THE EVANGELIST CATHOLIC SCH

Address:

1102 NW WEIGEL DR, ANKENY IA 50023

Order Information:

Purchase Order Number (PO):

Apple Quote (Quote):

Approved Amount (to be paid by Payer):

Customer's Apple Purchase Agreement (Purchase Agreement):

Customer's (Sold-to) Account Number:

Payer's (Sold-to) Account Number:

41125

1. Background

Payer hereby commits to pay the Approved Amount on behalf of Customer to Apple, to be credited to Customer's account with Apple, for the sole purpose of Customer's purchase of products on the PO and/or Quote referenced above, pursuant to the terms of this PFR.

2. Terms and Conditions

The parties agree to the following:

- 2.1 Payer is submitting the PO and/or Quote referenced above to purchase products for Customer's end use pursuant to the terms and conditions of the Purchase Agreement.
- **2.2** This PFR in no way alters or reduces any of the Customer's rights and obligations under the Purchase Agreement, which remains in full force and effect between Customer and Apple.
- **2.3** Payer acknowledges and agrees that it shall be solely responsible for payment of Apple's invoice less any Approved Amount already credited to Customer's account, in accordance with the terms of the Purchase Agreement.
- **2.4** Title, risk of loss and control of the products shall remain with Customer from the time of shipment from Apple. All interest, title and risk of loss to the products shall pass directly from Apple to Customer.
- **2.5** Any taxes, if applicable, are the sole responsibility of Customer. If the Customer is exempt from taxes, a tax exemption certificate is required to be submitted to Apple.
- **2.6** Customer acknowledges that it shall be solely responsible for compliance with all applicable laws and regulations, including but not limited to those regarding procurement, purchase, payment, financing, and funding requirements.
- **2.7** Each Party certifies that the person signing this PFR has authority to contractually bind Payer and/or Customer (as applicable) to the terms and conditions of this PFR. The parties agree that this PFR or any related documents may be executed by electronic signature in lieu of a handwritten signature.
- 2.8 This PFR may be executed in counterparts, each of which will be deemed to be an original.

The authorized representatives of the parties execute this PFR as of the date stated below.



Customer	Payer
SIGNATURE:	SIGNATURE:
PRINT NAME:	PRINT NAME:
PRINT TITLE:	PRINT TITLE:
DATE:	EFFECTIVE DATE:

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Support Staff Contract 2020-2023

Between the Ankeny Community School District and the Public Professional & Maintenance Employees Local 2003

Ankeny School District 306 S.W. School Street Ankeny, Iowa 50023

Board of Education

Trent Murphy, President
Ryan Weldon, Vice President
Sarah Barthole
Joy Burk
Katie Claeys
Aaron Johnson
Amy Tagliareni

Chief Negotiators

Board of Education Melissa Schilling

Union Representatives

Steven Meyer, Head Union Steward Sandy Opstvedt, Public Professional & Maintenance Employees Local 2003

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Preamble

This Agreement is entered into between Ankeny Community School District and Public Professional and Maintenance Employees, Local 2003, International Union of Painters and Allied Trades and represents the complete and final Agreement on all bargaining issues.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

Article 1 - Recognition

Unit

- (1.1) The employer hereby recognizes the union as the exclusive bargaining representative for, and limited to, the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in Case No. 4809 issued by the PERB on the 1st day of March, 1993 and any amendments thereto. The unit described in the above certifications as follows:
- (1.2) INCLUDED: All regular full-time and part-time custodians, maintenance employees, mechanics, delivery drivers, food service employees, print shop employees, associates, building secretaries and maintenance secretaries.
- (1.3) EXCLUDED: All professional employees, central office employees, print shop supervisor, food service managers, assistant food service managers, transportation supervisor, maintenance supervisor, custodial supervisor and all others excluded by the act.

Article 2 - Definitions

(2.1) The term "Employer" as used in this Agreement shall mean the Ankeny Community School District. The term "Board" as used in this Agreement shall mean the Board of Directors of the Ankeny Community School District or its duly authorized representative.

- (2.2) The term "employees" as used in this Agreement shall mean any employees included in the bargaining unit.
- (2.3) The term "union" as used in this Agreement shall mean the Public Professional and Maintenance Employees Local 2003, IUPAT, or its duly authorized representative.
- (2.4) The term "Act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, Chapter 20 of the Code of Iowa, and any amendments thereto.
- (2.5) The term "regularly scheduled full-time employee" as used in this Agreement shall mean an employee whose regularly scheduled duties constitute 30 or more hours per week excluding transportation field trips, activity trips and works at least 180 days per year. The employer may designate an employee as regular full-time even if the employee does not meet the definition in this paragraph if the purpose of such designation is to preserve benefits of employees in a position which had included benefits prior to July 1, 1993.
- (2.6) The term "regularly scheduled part-time full year employee" as used in this Agreement shall mean an employee whose regularly scheduled duties constitute 20 hours or more but less than 30 hours per week and who works 12 months per year. Such employees shall be eligible for those fringe benefits specifically identified for them in this Agreement on a pro rata basis.
- (2.7) The term "immediate family" as used in this Agreement shall mean father, mother, son, daughter, corresponding in-laws, of the prior relatives, step-parent, step-child, ward of an employee appointed by a court as the legal guardian of the ward, grandparent, grandchild, spouse or significant other, or sibling.

Article 3 - Union Rights

(3.1) Use of Facilities

The union shall have the right to hold a reasonable number of meetings on school district property before and after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the district, resulting from such meetings, will be borne by the union. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school.

(3.2) Communications

The union shall have the right to post notices of activities and matters of union concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as employees' lounges and workrooms, but not in areas normally open to the public or students. The union may use the district mail service, email, or employee mailboxes for communications to employees.

(3.3) Access to Members

The business representative of the union, after obtaining prior approval from the superintendent or designated representative, will be permitted to visit the school buildings to ascertain that the Agreement is being complied with, provided such visits do not interfere with the employer's operation. The union shall identify its business representative to the superintendent or designee prior to any such visits.

(3.4) Information

The union may obtain, on request, such financial information on the district which is generally available to the public.

(3.5) Exclusive Rights

The rights granted herein to any union shall not be granted or extended to any other organization claiming to represent the employees' organization.

(3.6) Stewards

The employer recognizes the union's right to select stewards of the bargaining unit. The union shall notify the employer of the name of the union stewards within two weeks of making a change.

Article 4 - Employee Rights

- (4.1) Employees shall have the right to:
 - (4.1.1) Organize, or form, join, or assist any employee organization.
 - (4.1.2) Negotiate collectively through representatives of their own choosing.
 - (4.1.3) Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by the act or any other law of the state.
 - (4.1.4) Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments of service fees of any type.

Article 5 - Hours of Work

- (5.1) Employees will be notified of their normal work hours by their supervisor. If there is a change of more than fifteen (15) minutes in an employee's work hours, employees will be given seven (7) days' notice of any permanent change in their normal hours of work. Employees may voluntarily waive the notice period if they choose.
- (5.2) An employee's hours may be temporarily changed by a supervisor or managerial employee. A temporary change for purposes of this Article is a change of fifteen (15) or fewer consecutive workdays. Nothing in this Article or in the designation of normal work hours constitutes a guarantee of hours and employees shall be paid only for actual hours worked. Employee lunch periods shall be unpaid.
- (5.3) With the exception of associates, all classified employee work schedules shall provide for the following lunch periods and paid rest periods as noted in paragraphs 1-3.
 - (5.3.1) Employees working eight (8) hours per day or more shall have an unpaid half hour (1/2) lunch break and two (2) fifteen (15) minute paid rest periods during their working day.
 - (5.3.2) Employees working six (6) hours per day or more shall have one (1) fifteen (15) minute paid rest periods during their work day and may mutually agree with their supervisor to have an unpaid half hour (1/2) lunch break.
 - (5.3.3) Associates working five (5) hours or more per day shall have two (2) fifteen (15) minute paid rest periods during their work day. Associates working less than five (5) hours per day shall have one (1) fifteen (15) minute paid rest period. The employer may schedule an unpaid half hour (1/2) lunch.
- (5.4) An employee called into work at times other than their normal work schedule will be paid one (1) hour, or the actual hours worked, whichever is greater.
- (5.5) The work week will be from 12:01 A.M. Sunday to 12:00 A.M. (midnight) Saturday.

(5.6) Employees shall be paid for hours worked based upon the time recorded for the work performed. Employees that plan to be absent from work must provide notice to the supervisor at least 2 hours before the start of the work day unless extenuating circumstances prevent the notice. Employees shall accurately record the starting and ending time of their work day using the time clock. If the time clock is unavailable, for any reason, employees shall enter the actual hours worked on the time sheet provided by the employer.

Article 6 - Overtime

(6.1) All overtime must be approved in advance by the employee's immediate supervisor. All overtime will be paid based on the regulations of the Fair Labor Standards Act as amended. All overtime will be at one and one half (1 1/2) times the employee's regular rate, or in the case of multiple jobs, a weighted average hourly rate earned during the week. Only paid vacation and paid holiday leave shall count as time worked for the purposes of computing overtime.

(6.2) Standby Program:

All maintenance staff under the classification of maintenance and supervised by the Chief Officer of Operation or his/her designee will be trained to participate in standby status as determined by the Chief Officer of Operations or his/her designee. It will be a requirement of a maintenance staff member to perform standby duty according to the standby schedule drafted and distributed for a period of six (6) months. With prior supervisor approval, employees may either forfeit or exchange standby status. In either case, it is up to the employee to report to work if they are unable to make arrangements for the standby coverage.

Work schedule and pay: The standby period is one (1) week or seven (7) consecutive days beginning at 3:00 pm on Monday and concluding the following Monday at 2:59 pm. Employees on standby will receive an additional \$100 for the week in which they will be on standby. Employees who are called to report to a building for work at irregular hours will report and be guaranteed a minimum of two (2) hours pay.

Article 7 - Temporary Leaves

(7.1) Employees in an unpaid leave status may not accrue leave. An employee must first be in a paid status for the employee's work year to be eligible for leave. All leave may be taken in quarter (1/4) day increments.

(7.2) Leave Accumulation and Accrual:

Leaves, for the purposes of this Article and for reporting, may be reflected as days, but will be recorded as hours using the applicable conversion. For example, an employee that earns two (2) personal days per fiscal year but only works three (3) hours per day receives a total of six (6) hours of personal leave. Whereas an employee that works an eight (8) hour day will receive sixteen (16) hours of personal leave. For employees that work a varied number of hours per day, they will receive leave based on the average number of hours worked in a regular work week. For employees that "carry over" a leave balance, the leave will be accrued at the number of hours earned in that year. In no instance will employees be allowed to take leaves in increments of less than two (2) hours. If an employee must be gone for less than two (2) hours, it will be recorded as unpaid leave. The exception is for those employees that have a regular work assignment of less than two (2) hours per day. They may take a full day of leave.

Employees may be entitled to the following temporary, non-cumulative leaves of absence with pay each agreement year. Such leave will be granted in quarter day (1/4) increments.

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- (7.3) Personal/Emergency: At the beginning of every school year, each employee shall be credited with two (2) personal leave days, which shall be accumulated to a maximum of five (5) days to be used at the employee's discretion subject to the provisions set forth below.
 - (7.3.1) An employee planning such use shall notify the employer or a designee of the employer at least two (2) school days in advance of taking such leave.
 - (7.3.2) Requests for personal leave within the first and last five days of school or immediately before or immediately after a school holiday shall be granted to only one (1) employee in each classification, in each building, per day. Requests for personal leave within the first and last five days of school or either immediately before or immediately after a school holiday or vacation period, shall be granted on a first come, first serve basis by following the process outlined in the employee handbook.
 - (7.3.3) Exceptions to the requirements of subparagraphs 8.2.1 through 8.2.2 can be made by the superintendent or designee in his or her sole discretion, including circumstances recognized as emergencies by the superintendent or principal.
- (7.4) Family Illness: At the beginning of every school year, each employee shall be credited with five (5) days for illness in the immediate family. An employee may use personal leave as family illness leave, in which case the restrictions in Article 7.3.1 shall not apply.
- (7.5) Bereavement Leave: Eleven (11) paid days of leave per year shall be available to an employee for the death of immediate family members, relatives, and friends. Employees may use a maximum of five (5) days per death. A quarter day (1/4) of bereavement leave may be taken, except as noted above, however, consecutive partial days are not permitted.
 - (7.5.1) An employee may use personal leave for bereavement leave, in which case the restrictions of Article 8.3.1 do not apply. This is in addition to the eleven (11) days, and may be used to extend the five (5) day per death maximum.

- (7.6) Medical/Dental: Employees may be allowed release time for medical and dental appointments. All release time may be made up at the discretion of the supervisor. Medical or dental appointments necessary because of an illness or injury shall be considered sick leave. Routine medical appointments, well visits, dental cleaning appointments must be made outside the regular work day and are not eligible for sick leave.
- (7.7) Other Leave: The employer, in its discretion, may grant other paid, partially paid, or unpaid leave upon making written application for such leave by an employee. Requests for unpaid leave may be granted with concurrence by the supervisor and Human Resources, provided appropriate coverage can be obtained. All applicable paid leaves must be exhausted before the employee is allowed to use unpaid pay.

(7.8) Sick Leave: Employees shall be entitled to the following sick leave amounts:

1.	The first year of employment	12 days
2.	The second year of employment	14 days
3.	The third year of employment	17 days

- (7.8.1) Seventeen (17) days of illness leave will be awarded annually after the third year of employment up to a total maximum accumulation of one hundred twenty (120) days. Persons working less than regularly scheduled full-time will be entitled to sick leave as listed above. However, days will mean full-time equivalent days prorated for all part-time employees, based upon daily hours worked for the district.
- (7.8.2) The above amounts shall apply to consecutive years of employment in the employer's district. The school board shall in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence, including medical verification. Sick leave use is meant for the situations where the employee is incapacitated from coming to work due to illness orinjury.
- (7.8.3) Employees wishing to use sick leave must notify their supervisor before taking such leave, if they become sick while at work. If an employee is unable to come to work because of illness, they should notify their supervisor before their starting time the day of the absence. Such leave shall be as of the first official day of said fiscal year.

- (7.8.4) If an employee is absent for three (3) consecutive days or more, the employee shall provide a doctor's statement verifying he or she was sick and unable to work. The employee shall furnish the requested statement before returning to work.
- (7.8.5) Notification of Accumulation: Upon request by the employee, a written accounting of accumulated sick leave will be provided. The minimum usage of sick leave shall be one-quarter (1/4) day.
- (7.8.6) Employees hired after September first (1st) will be given a prorated amount of sick leave.
- (7.8.7) Anticipated Periods of Disability: An employee, who anticipates a period of disability during the school year for reasons other than an immediate emergency, shall advise in writing to their supervisor as soon as the need for such period of disability becomes known to the employee. The employee shall inform their supervisor of the probable dates of commencement and termination of such periods of disability. This paragraph is intended to apply to all anticipated non-emergency disabilities. Examples include but are not limited to; gall bladder surgery, prostate surgery and pregnancy. This paragraph shall be administered in accordance with FMLA.
- (7.8.8) At year end, employees who have accumulated a threshold of 50 personal illness days and have not used more than three (3) days of personal illness in the current school year are eligible to exchange five (5) accumulated sick days deducted from the sick leave bank for an additional floating personal day that must be used in the subsequent school year. These days may be taken in ½ day increments and may be accumulated to a maximum of five (5) days, including any days earned by sick leave conversion.
- (7.8.9) An employee who is absent from work for three (3) consecutive days without notification for valid reason to an appropriate supervisor will be considered having resigned. In the event an appropriate supervisor cannot be reached, the employee may notify Human Resources of the absence.

Article 8 - Jury Duty/Court

- (8.1) Employees summoned for jury duty shall be granted leave for such purpose. In order that no one shall suffer financial loss because of such absence, the difference between the employee's normal salary and the compensation for jury duty shall be paid. Prior to serving the jury duty, the employee will meet with the supervisor to determine whether the employee should report back to work if released from jury duty prior to the expiration of half their work shift.
- (8.2) The Employer will also agree to pay employees for the normally scheduled day if the employee is required to be in court due to a legal issue that arises in the course of the employee's work, in which the employee is not a party to the suit.

Article 9 - Union Leave

(9.1) A leave of absence without pay for up to one (1) year shall be granted to an employee for the purpose of serving as an officer or employee of the union or the International Union of Painters and Allied Trades. The employer will provide a designated union steward paid time to attend discipline or other employee designated meetings during the work day.

Article 10 - Holidays

- (10.1) Full-time 12 month employees and regularly scheduled part-time full year employees (Definition 2.6), on a pro rata basis, shall be eligible for the following holidays:
 - (10.1.1) July 4th
 - (10.1.2) Friday of Ankeny Summerfest
 - (10.1.3) Labor Day
 - (10.1.4) Thanksgiving Day and Friday following

- (10.1.5) Christmas Day
- (10.1.6) The day before and the day after Christmas, provided the day(s) fall on a weekday and school is not is session.
- (10.1.7) New Year's Day
- (10.1.8) The day before and the day after New Year's Day, provided the day(s) fall on a weekday and school is not is session.
- (10.1.9) First day of Spring Break
- (10.1.10) Memorial Day
- (10.1.11) Any employee who is an honorably discharged veteran of the American Armed Forces or National Guard shall, if scheduled on a normal work day, receive Veterans Day as paid leave.
- (10.2) If July 4th, Christmas Day or New Year's Day falls on a Saturday or Sunday, the employer will designate either the Friday before or the Monday after as the day to observe the holiday.
 - (10.2.1) Full-time employees eligible for holidays will be paid the number of hours they are regularly scheduled to work at the time of the holiday. Part-time employees who work on a holiday shall be paid one and one-half (1 1/2) times their normal hourly rate of pay.
 - (10.2.2) Full-time employees who work on a holiday shall be paid one and one-half $(1\ 1/2)$ times their normal hourly rate of pay and will receive holiday pay at their regular rate.
 - (10.2.3) Regularly scheduled full-time employees (Definition 2.5) shall be eligible for the following paid holidays: New Year's Day, Christmas Day and Thanksgiving Day.

Article 11 - Vacation Days

(11.1) All 12-month full-time employees and regularly scheduled part-time full year employees on a pro rata basis shall be eligible for vacation as follows:

Years Worked	Vacation Days Earned
1-4	10
After 5	11
After 6	12
After 7	13
After 8	14
After 9	15
After 10	20

- (11.2) A vacation day will consist of the number of hours the employee is regularly scheduled to work.
- (11.3) Full-time employees terminating employment shall be paid vacation days that they have earned up to a maximum of 20 days of vacation.
- (11.4) Full-time employees must take vacation during the fiscal year or all unused days will be lost on June 30.
- (11.5) If the employee is requested to work on his/her vacation, he/she will be paid one and one-half $(1\ 1/2)$ times the normal rate of pay.
- (11.6) Employees shall request approval for vacation days not less than fourteen (14) days in advance of the commencement of the vacation. The employer will advise the employee of the approval or disapproval of a requested vacation within seven
- (7) days of the request. Employees are encouraged to request vacations more than fourteen (14) days in advance to facilitate scheduling of work and vacations for other employees. The employer may waive the requirement for advance approval of vacation days when it is in the interest of the employer to allow the employee to use vacation time for an absence.
- (11.7) Employees eligible for vacation, who are hired after July 1, will earn a prorated amount of vacation available at the end of the fiscal year. Employees leaving their employment before the end of the fiscal year are entitled to a prorated vacation amount based upon the portion of the fiscal year worked.

Article 12 - Wages and Salaries

(12.1) 2022-2023 Hourly Wages

- (12.1.1) Entry Level Hourly Wage: The entry level hourly wage of all employees covered by the regular salary schedule shall be set forth in Schedule A, which is attached hereto and made a part hereof. The new wage rate for each contract will begin with the pay period that includes July 1, 2022.
- (12.1.2) Returning Employee Hourly Wage: Subject to this contract's provisions related to probationary periods, all individuals employed by the Ankeny Community School District during the 2021-2022 school year in positions covered by this agreement who return to those same positions for the 2022-2023 school year shall receive an increase of 45 cents/hour on their 2021-2022 hourly wage. However, no employee covered by this agreement who returns to their 2021-2022 position for the 2022-2023 school year shall have an hourly wage that is lower than the 2022-2023 entry level hourly wage for their job classification.
- (12.1.3) Both newly-hired and returning employees shall be eligible for hourly wage adjustments set forth in Schedule A upon completion of the requirements outlined therein.

(12.2) Placement on Salary Schedule

- (12.2.1) New employees with no experience related to the job classification shall be placed on the entry level salary for the job classification.
- (12.2.2) The employer shall determine the job related training and experience of a successful applicant. If the applicant has more than one year of job related experience, the experience credit received by the applicant shall not be less than the entry level wage plus the amount of the across the board increase. Wage level for newly hired experienced applicants shall be commensurate with experience, training and market factors.
- (12.3) All employees, hired after July 1, 2005, must have their paychecks directly deposited in the banking institution of their choice. Those employees currently receiving a paper check may continue to receive it by paper if they so choose. If at any time an employee who is receiving a paper check opts to receive a direct deposit, they have forfeited their ability to receive a paper check in the future.
- (12.4) A probationary employee will not be eligible for the July 1st increase until he or she has completed the full probationary period.
- (12.5) When the employee has completed the probationary period, the raise will

become effective with the next pay period.

- (12.6) Employees required to use their personal vehicle for school business shall be reimbursed for their mileage at the rate established in the employee handbook. If the AEA group is provided additional compensation for mileage, then the rate will be raised for the PPME group.
- (12.7) If an employee voluntarily transfers to a different job classification, his/her wages shall be adjusted by the difference between the starting rates as set by the Agreement, either an increase or decrease in wages.

Article 13 - Health and Safety

- (13.1) The employer may establish rules governing health, safety, and sanitary conditions which shall be complied with by the employees and the union.
- (13.2) The employee must report any injuries due to work, or incurred while working, to their immediate supervisor and the superintendent or his designee, within twenty-four (24) hours of the time the injury is sustained.
- (13.3) The employer shall supply to employees any protective devices which the employer requires the employees to wear or use. Employees will be responsible for the proper use and care of protective devices and may be required to pay the replacement cost for items lost or damaged.
- (13.4) Employees may be required to wear a designated mode of dress. Employees shall be responsible for the cost of their work clothing. Employees may be required to wear uniforms. The employer shall be responsible for the cost of the uniforms.

Article 14 - Physicals

(14.1) Physical Fitness New Employees: Employees, identified in the job description as needing to provide evidence of physical fitness, shall provide evidence of successful completion of a pre-employment physical prior to commencement of employment.

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Article 15 - Seniority

- (15.1) Seniority means an employee's length of continuous service with the employer since his or her last date of hire.
- (15.2) Probation: A new employee shall serve a probationary period of ninety-five (95) working days. The employee shall be put on a seniority list and the employee's seniority shall be determined from the employee's first day of work. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.
- (15.3) Seniority List: The employer shall post a seniority list at least once a year and shall send a copy of that list to the union. The posted list shall, list by job classification, all employees covered by this Agreement. The timeliness of a grievance concerning the seniority list shall be determined from the date the list is posted. The job classification shall be those set out on Schedule A on page 26. Additional classifications may be established by the employer.
- (15.4) Employees shall lose their seniority and the employment relationship may be broken and terminated in the following cases:
 - (15.4.1) Upon a voluntary or involuntary termination; except layoffs.
 - (15.4.2) Upon failure to return to work from an approved leave of absence.
 - (15.4.3) Upon failure to report for work following a layoff.
 - (15.4.4) Upon consecutive unemployment equal to the seniority acquired on the last day worked, but in no case to be less than six (6) months nor to exceed one (1) year.

Article 16 - Grievance Procedure

(16.1) Definitions

- (16.1.1) The term "grievance" as used in this Agreement shall mean a claim by an employee, a group of employees, or the union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- (16.1.2) The term "Aggrieved Person" as used in this Agreement shall mean the employee or employees or the union making the complaint.
- (16.1.3) The term "days", as used in this Agreement, shall mean school days: except that it shall mean weekdays when schools are in summer recess.
- (16.1.4) The term "party in interest" as used in this Agreement shall mean the person or persons filing the grievance and any person, including the union or district, who might be required to take action, or against whom action might be taken in order to resolve the grievance.

(16.2) Structure

Nothing herein contained shall be construed to prevent any individual employee from presenting a written grievance and having the grievance adjusted without the intervention of the union, if the adjustment is not inconsistent with the terms of this Agreement. If such adjustment would affect the interpretation of the Agreement, the superintendent or their designee will inform the union, and will meet and discuss the matter with its representative prior to such adjustment. No such individual employee may, however, be represented by an officer, agent, or member of another union.

(16.3) Time Limits

If the aggrieved person fails to act on any grievance within the prescribed time limits, they bar themselves from further appeal. Likewise, a supervisor's failure to give a written decision within the prescribed time limits shall permit the grievant to proceed to the next level. Furthermore, the filing of the written grievance at LEVEL TWO must be within fifteen (15) days of the alleged grievance.

(16.3.1) LEVEL ONE: INFORMAL

An employee with a grievance shall first discuss it with their supervisor in charge or their designee, either directly or along with the union's designated representative, with the objective of resolving this matter informally.

(16.3.2) LEVEL TWO: FORMAL

If, as a result of the informal discussion with their supervisor in charge or their designee at LEVEL ONE, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the union on the union's grievance form. The grievance form shall be available from the union steward and a copy provided to the district. A copy of the grievance form shall be delivered to the appropriate supervisor or their designee. If the grievance involves more than one school building, it may be filed with the superintendent or designee.

The appropriate supervisor in charge or their designee shall indicate his or her disposition of the grievance in writing within ten (10) days of the presentation of the formal grievance and shall furnish a copy to the grievant, and their building grievance representative.

If the aggrieved person or the union is not satisfied with the disposition of the grievance, the grievance shall be transmitted to LEVEL THREE.

(16.3.3) LEVEL THREE: SUPERINTENDENT

In the event a grievance has not been satisfactorily resolved at LEVEL TWO, the aggrieved person shall file, within five (5) school days of the supervisor's written disposition, or within five (5) school days after the prescribed time limit for the supervisor's written decision, a copy of the grievance to the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved person, either directly or along with the union's designated representative, shall meet with the superintendent or their designee to resolve the grievance, and the superintendent or their designee shall file a disposition. The disposition shall be in writing and shall contain an explanation of the disposition. However, either party may submit additional rationale for their position should the grievance go to arbitration. A copy shall be given to the grievant and the union's grievance representative.

If the aggrieved person or the union is not satisfied with the position of the grievance, the grievance shall be transmitted to LEVEL FOUR.

(16.3.4) LEVEL FOUR: BINDING ARBITRATION

- (16.3.4.1) The aggrieved person and the union shall meet within five (5) days of the disposition of the grievance or within five (5) days after the prescribed time limit for the superintendent's written decision to discuss the merits of submitting the grievance to arbitration. If the union determines that the grievance is meritorious, it may submit the grievance to arbitration within the said five (5) days.
- (16.3.4.2) The arbitrator may be selected by mutual agreement of the parties. If agreement on the arbitrator is not reached within ten (10) days after the call for arbitration either party may request a list of seven (7) arbitrators from the American Arbitration Association or the PERB. The parties shall determine by lot which party shall have the right to remove the first name from the list. After alternate striking, the person whose name remains shall be the arbitrator.
- (16.3.4.3) The arbitrator so selected shall confer with the representatives of the employer and the union, hold hearings promptly, and shall issue his or her decision not later than fifteen (15) days from the date of the close of the hearings, or, if oral hearings have been waived, from the date the final statements and proofs on the issues are submitted to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the employer and the union and shall be final and binding on the parties.
- (16.3.4.4) Expenses for the arbitrator's services shall be borne equally by the employer and the union; any other expenses incurred shall be paid by the party incurring same.

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(16.4) Miscellaneous

- (16.4.1) Meetings and Hearings: All meetings and hearings after LEVEL TWO under this procedure shall be conducted in private, upon request, and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.
- (16.4.2) Failure of the person deciding the grievance at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the aggrieved person at any step to appeal within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall act as a complete bar to any further appeal.
- (16.4.3) Time limits at any level may be extended by mutual agreement of the parties involved. Such agreement must be in writing.
- (16.4.4) When it is necessary to attend grievance meetings scheduled by supervisors or the superintendent during the work day, the employees shall be released from their assignments without loss of pay. Any named grievants and one union representative shall be released to attend grievance hearings if scheduled during the work day. The parties agree that grievance matters, including grievance hearings, shall be scheduled outside the work day whenever possible.

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Article 17 - Compliance Clauses and Duration-

(17.1) Savings Clause

In the event that any provision of this Agreement shall become void or illegal during the time of this Agreement, such provision shall become inoperative and immediately subject to renegotiation but all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement.

(17.2) Finality and Effect

- (17.2.1) This Agreement constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.
- (17.2.2) By mutual agreement, this Agreement may be amended or modified and such amendments or modifications shall become part of this Agreement when signed and ratified by both parties.

(17.3) Duration

This Agreement shall be effective as of July 1, 2020, and continue in effect until June 30, 2023. The salary will be as provided in the Appendix A from July 1, 2020 until June 30, 2022. The parties will agree to meet during the 21-22 school year to negotiate salary for the remaining contract period beginning on July 1, 2022 through June 30, 2023.

This Agreement shall automatically continue in force and effect for additional one year periods, except as may be mutually amended, modified, or substituted upon the request of either party to re-open negotiations.

(17.4) The contract will be available on the district website.

Schedule A: Ankeny Community Schools Support Staff Schedule

Position	Entry-Level Hourly Wage 2022-2023
General Ed Associate	\$14.00
Early Childhood, Special Ed, and EL Associate	\$15.00
Custodian	\$16.60
Head Custodian	\$17.60
Maintenance Utility	\$16.85
General Skilled Laborer	\$17.60
Licensed Trade Professional: Journeyman	\$20.75
Licensed Trade Professional: Masters	\$24.40
Maintenance Locksmith	\$19.90
Print Shop - Graphics	\$17.90
Print Shop - Printer	\$16.85
Food Service Worker / Floater	\$16.00
Cook I	\$16.25
Cook II	\$16.75
Cook III	\$17.25
Kitchen Lead (Non-Cooking)	\$17.50
Kitchen Lead (Cooking)	\$18.50
Building-Level Secretary	\$15.90
Building Lead Secretary	\$16.90
Activities Secretary	\$16.50
District Office Department Secretary	\$16.90
Delivery	\$16.00
Interpreter	\$26.95

Schedule A (Continued)

Hourly Wage Adjustments

The following classifications of employees shall have the following amounts of additional compensation added to their hourly wage upon occurrence of the designated events:

General Education Associate, Early Childhood Associate, Special Education Associate, EL Associate:

- (1) Hourly wage increased by 25 cents for the remainder of the 2022-2023 year upon Human Resources' approval of the employee's initial production of documentation showing possession of the Iowa Paraprofessional Certificate;
- (2) Hourly wage increased by 50 cents for the remainder of the 2022-2023 year upon Human Resources' approval of the employee's initial production of documentation showing possession of Iowa Substitute Teacher Authorization;
- (3) Hourly wage increased by \$1 for the remainder of the 2022-2023 year upon Human Resources' approval of the employee's initial production of documentation showing possession of an active Iowa teacher's license or Iowa substitute teacher's license (additional compensation will only be awarded for the teacher's or substitute teacher's license).

Subject to the limitations outlined herein, an employee may earn additional compensation for each of the three listed hourly wage adjustments.

General Education Associate, Early Childhood Associate, Special Education Associate, EL Associate:

Hourly wage increased by \$1 for any hour worked during the 2022-2023 year in an officially-designated Lead Associate role.

Custodian, Head Custodian:

- (1) Hourly wage increased by 25 cents for each hour worked during the 2022-2023 year where the majority of the regularly-scheduled shift is later than 3:30 p.m.;
- (2) Hourly wage increased by 50 cents for each hour worked on a Saturday, Sunday, and/or designated district holiday during the 2022-2023 year;
- (3) Extra duty pay as defined by the *Support Staff Contract* 2020-2023 for each hour worked at a Community Engagement shift during the 2022-2023 year.

							2020	-2021							
						12 M	onth S	Support Staff							
2020	M	T	W	TH	F	WD	HD	2021	М	T	W	TH	F	WD	HD
JULY	6	7	8	2 9	3 10	2 6	1 2	JANUARY	4	5	6	7	<u>8</u>	124 129	9
	13	14	15	16	17	11			11	12	13	14	15	134	
	20	21	22	23	<u>24</u>	16			18	19	20	21	<u>22</u>	139	
	27	28	29	30	31	21			25	26	27	28	29	144	
AUGUST	3	4	5	6	<u>7</u>	26		FEBRUARY	1	2	3	4	<u>5</u>	149	
	10	11	12	13	14	31			8	9	10	11	12	154	
	17	18	19	20	<u>21</u>	36			15	16	17	18	<u>19</u>	159	
	24	25	26	27	28	41			22	23	24	25	26	164	
	31					42									
SEPTEMBER		1	2	3	<u>4</u>	46		MARCH	1	2	3	4	<u>5</u>	169	
	7	8	9	10	11	50	3		8	9	10	11	12	174	
	14	15	16	17	<u>18</u>	55			15	16	17	18	<u>19</u>	178	10
	21	22	23	24	25	60			22	23	24	25	26	183	
	28	29	30			63			29	30	31			186	
OCTOBER				1	<u>2</u>	65		APRIL				1	<u>2</u>	188	
	5	6	7	8	9	70			5	6	7	8	9	193	
	12	13	14	15	<u>16</u>	75			12	13	14	15	<u>16</u>	198	
	19	20	21	22	23	80			19	20	21	22	23	203	
	26	27	28	29	<u>30</u>	85			26	27	28	29	<u>30</u>	208	
NOVEMBER	2	3	4	5	6	90		MAY	3	4	5	6	7	213	
	9	10	11	12	<u>13</u>	95			10	11	12	13	<u>14</u>	218	
	16	17	18	19	20	100			17	18	19	20	21	223	
	23	24	<u>25</u>	26	27	103	5		24	25	26	27	<u>28</u>	228	
	30					104			31						11
DECEMBER		1	2	3	4	108		JUNE		1	2	3	4	232	
	7	8	9	10	<u>11</u>	113			7	8	9	10	<u>11</u>	237	
	14	15	16	17	18	118			14	15	16	17	18	242	
	21	22	<u>23</u>	- 24	25	121	7		21	22	23	24	<u>25</u>	247	
	28	29	30	24 31	25	124	8		28	29	30			250	
				31	j			Workdays							
<u>Paydates</u>							11	Holidays							
Holidays	Ī						261								
First/Last School Day															
Secretary Training		ı		Actual 14	ork day	s may y	ary due	to District needs, edu	cational n	rogram	change		Ī		
Custodial Training			l '	TCLUDI W	OIK Udy			r other unpredictable		ıogıdılı	citatiges	,			
Custoular Trailling						SHOW	uays 0	omer unpredictable	events.						

				B.1	.,+.;+:-	n Carr		020-21 Support Staff) N/10	h					
2020	M	т	w	TH	F	wD	HD	Support Staff - 9	M	n T	w	TH	F	WD	Н
JULY			1	2	3			JANUARY					1		3
	6	7	8	<u>9</u>	10				4	5	6	7	<u>8</u>	89	
	13	14	15	16	17				11	12	13	14	15	94	
	20	21	22	23	<u>24</u>				18	19	20	21	<u>22</u>	98	
	27	28	29	30	31				25	26	27	28	29	103	
AUGUST	3	4	5	6	<u>7</u>			FEBRUARY	1	2	3	4	<u>5</u>	108	
	10	11	12	13	14	1			8	9	10	11	12	113	
	17	18	19	20	21	3			15	16	17	18	<u> 19</u>	117	
	24	25	26	27	28	8			22	23	24	25	26	122	
	31					9									
SEPTEMBER		1	2	3	<u>4</u>	13		MARCH	1	2	3	4	<u>5</u>	127	
	7	8	9	10	11	17			8	9	10	11	12	131	
•	14	15	16	17	18	22			15	16	17	18	19		
	21	22	23	24	25	27			22	23	24	25	26	136	
	28	29	30			30			29	30	31			139	
OCTOBER				1	<u>2</u>	32		APRIL				1	<u>2</u>	141	
	5	6	7	8	9	37			5	6	7	8	9	146	
	12	13	14	15	16	41			12	13	14	15	16	151	
	19	20	21	22	23	46			19	20	21	22	23	156	
	26	27	28	29	<u>30</u>	51			26	27	28	29	<u>30</u>	161	
NOVEMBER	2	3	4	5	6	56		MAY	3	4	5	6	7	166	
	9	10	11	12	13	60			10	11	12	13	<u>14</u>	171	
	16	17	18			65			17	18	19	20	21	176	
	23	24	<u>25</u>	19	20	67	1		24	25	26	27	28	181	
	30		_	26	27	68			31				_		
DECEMBER		1	2	3	4	72		JUNE		1	2	3	4	184	
	7	8	9	10	11	77		I	7	8	9	10	11	_5.	
	14	15	16	17 1		82			14	15	16	17	18		
	21	22	23	24 2		84	2		21	22	23	24	<u>25</u>		
	28	29	30	31					28	29	30				
irst/Last Schoo	ol Day	No S	chool	ŗ	Manda	tory Tr	aining	/Prep Days	*	Paid F	loldayı			Pay Date	<u> </u>
						·	-							-	
' 				ining [40414/-155	-			rk Days	<u> </u>		
/eek of Aug. 10th /eek of Aug. 17 - (- One da One dav	y of tra of train	ining for ing and	Leads- Copening	kitchen	s - A sec	ond	184 Work Days for I	,		•				
aywill be Hiservice								*3 Paid Holidays (Ap							
7, Jan. 21, Feb. 18, une 3rd - Work day ead Staff Inservice	Mar. 25 after th	, Apr. 2 ie last d	2, May 2 ay of sch	0 nool to co	mplete	inventor	γ.	**Actual work days may vary due to District needs, educational program changes, snow days or other unpredictable events.**							
2, Jan. 16, Feb. 20,	Mar. 26	, Apr. 1	6, May 7	-	•	•		**Actual work	days m	ay var	y due t	to Distr	ict nee	ds, educ	atio
n. 20 - 1/2 day mo	orning tr	aining (Cooks or	ıly)				program chan	-	-	-				

2020-2021															
								nth Associate							
2020	M	Т	W	TH	F	WD	HD	2021	M	T	W	TH	F	WD	HD
JULY	6	7	1	2	3			JANUARY	4	_	_	7	1]	3
	6	7	8 15	<u>9</u> 16	10				4	5	6	7	<u>8</u>	86	
	13	14	15		17				11	12 ₁₀	13	14	15	91	
	20 27	21 28	22 29	23 30	<u>24</u> 31				18 25	19	20 27	21 28	22 29	95 100	
	21	28	29	30	31				25	26	21	20	29	100	
AUGUST	3	4	5	6	<u>7</u>			FEBRUARY	1	2	3	4	<u>5</u>	105	
	10	11	12	13	14				8	9	10	11	12	110	
	17	18	19	20	<u>21</u>				15	16	17	18	<u>19</u>	114	
	24	25	26	27	28	5			22	23	24	25	26	119	
	31					6									
CERTENARER		4	2	2		10		MARCH	4	2	2	4	_	124	
SEPTEMBER		1	2	3	<u>4</u>	10		MARCH	1	2	3	4	<u>5</u>	124	
	7	8	9	10	11	14			8	9	10	11	12	128	
	14	15	16	17	<u>18</u>	19			15	16	17	18	<u>19</u>	122	
	21	22	23	24	25	24			22	23	24 31	25	26	133	
	28	29	30			27			29	30	31			136	
OCTOBER				1	<u>2</u>	29		APRIL				1	<u>2</u>	138	
	5	6	7	8	9	34			5	6	7	8	9	143	
	12	13	14	15	<u>16</u>	38			12	13	14	15	<u>16</u>	147	
	19	20	21	22	23	43			19	20	21	22	23	152	
	26	27	28	29	<u>30</u>	48			26	27	28	29	<u>30</u>	157	
NOVEMBER	2	3	4	5	6	53		MAY	3	4	5	6	7	162	
NOTENIDEN	9	10	11	12	<u>13</u>	57		1417.11	10	11	12	13	<u>14</u>	167	
	16	17	18	19	20	62			17	18	19	20	21	172	
	23	24	<u>25</u>	26	27	64	1		24	25	26	27	28	177	
	30					65			31]			==		
										1					
DECEMBER		1	2	3	4	69		JUNE		1	2	3	4	179	
	7	8	9	10	<u>11</u>	74			7	8	9	10	<u>11</u>		
	14	15	16	17	18	79			14	15	16	17	18		
	21	22	<u>23</u>	24	25	81	2		21	22	23	24	<u>25</u>		
	28	29	30	31					28	29	30				
<u>Paydates</u>	-							kdays (179.5 Sp							
No School Paid Holidays	_							days(employees .5 Sp. Ed Assoc		ng 30	or mo	re hou	ırs pe	r week)
A training day will	be req	luired	for all	associ	ates. D	ate TB	D.								

An additional 8 hours of paid in service training.

First/Last School Day

Spring Break

Actual work days may vary due to District needs, educational program changes, snow days or other unpredictable events. If students will make up the day then employees WILL also make up the day. If students are not required to make up the day then employees will not have a make up day, unless

2 Hrs. Sp Ed Asso. Training: Date TBD = 9am-11am-Parkview Performance Center

2 Hrs. Sp Ed Asso.Training: Date TBD =, 4pm-6pm-Neveln Center-Room 106

	2020-2021														
								Building Seci				taff			
2020	М	Т	W	TH	F	WD	HD	2021	M	Т	W	TH	F	WD	
JULY	6	_	1	2	3			JANUARY		_	6	_	1	83	3
	6	7	8	<u>9</u>	10				4	5	6	7	<u>8</u>	88	
	13	14	15	16	17				11	12	13	14	15	93	
	20	21	22	23	<u>24</u>				18	19	20	21	<u>22</u>	97	
	27	28	29	30	31				25	26	27	28	29	102	
AUGUST	3	4	5	6	<u>7</u>			FEBRUARY	1	2	3	4	<u>5</u>	107	
	10	11	12	13	14				8	9	10	11	12	112	
	17	18	19	20	<u>21</u>	2			15	16	17	18	<u>19</u>	116	
	24	25	26	27	28	7			22	23	24	25	26	121	
	31					8									
SEPTEMBER		1	2	3	<u>4</u>	12		MARCH	1	2	3	4	<u>5</u>	126	
JEI TEIVIDER	7	8	9	10	<u>≖</u> 11	16		WARCH	8	9	10	11	12	130	
	14	15	16	17	18	21			15	16	17	18	19] -00	
	21	22	23	24	25	26			22	23	24	25	26	135	
	28	29	30			29			29	30	31			138	
OCTOBER				1	<u>2</u>	31		APRIL				1	<u>2</u>	140	
	5	6	7	8	9	36			5	6	7	8	9	145	
	12	13	14	15	<u>16</u>	40			12	13	14	15	<u>16</u>	149	
	19	20	21	22	23	45			19	20	21	22	23	154	
	26	27	28	29	<u>30</u>	50			26	27	28	29	<u>30</u>	159	
NOVEMBER	2	3	4	5	6	55		MAY	3	4	5	6	7	164	
NOVENIBER	9	10	11	12	13	59		WAI	10	11	12	13	, 14	169	
	16	17	18	19	20	64			17	18	19	20	<u></u> 21	174	
	23	24	<u>25</u>	26	27	66	1		24	25	26	27	28	179	
	30					67			31						
									<u> </u>						
DECEMBER		1	2	3	4	71		JUNE		1	2	3	4	182	
	7	8	9	10	<u>11</u>	76			7	8	9	10	<u>11</u>		
	14	15	16	17	18	81			14	15	16	17	18		
	21	22	<u>23</u>	24	25	83	2		21	22	23	24	<u>25</u>		
	28	29	30	31					28	29	30				
<u>Paydates</u>							182	Workdays							
No School	1						3	Flex Days							
Secretarial Training	ng						3	Holidays(emp	loyees	workin	g 30 or	more h	ours p	er wee	k)
First/Last Schoo	-						188								
Spring Break	Work	days m	ay vary	due to	Distric	ct need:	s, educ	ational program	changes,	snow o	lays or c	other un	predict	able eve	nts. If

Spring Break

Work days may vary due to District needs, educational program changes, snow days or other unpredictable events. Ij students make up the day then employees WILL make up the day. If students are not required to make up the day then employees will not have a make up day, unless otherwise notified.

Refer to Benefit Summary for information on use of Flex Days and 90 Additional Hours.

		E!!	_Time	₽. Dar	t_Time	10 1/	2020-	Building Secreta	arial Cur	nort	Staff				
2020	M	T	W	<u>∝ Par</u> TH	F	WD	HD	2021	M	port T	W	TH	F	WD	-
JULY			1	2	3			JANUARY					1		
	6	7	8	<u>9</u>	10				4	5	6	7	<u>8</u>	=¹ 91	
	13	14	15	<u>-</u> 16	17				11	12	13	14	_ 15	96	
	20	21	22	23	<u>24</u>				18	19	20	21	22	100	
	27	28	29	30	31				25	26	27	28	29	105	
AUGUST	3	4	5	6	<u>7</u>			FEBRUARY	1	2	3	4	<u>5</u>	110	
AUGUST	10	11	12	13	<u>/</u> 14			ILDROARI	8	9	10	11	<u>3</u> 12	115	
	17	18	19	20	<u>21</u>	5			15	16	17	18	19	119	
	24	25	26	27	28	10			22	23	24	25	26	124	
	31	23	20	21	20	11			22	23	24	23	20	124	
SEPTEMBER		1	2	3	<u>4</u>	15		MARCH	1	2	3	4	5	129	
SEF I LIVIDEIX	7	8	9	10	<u>=</u> 11	19		WARCH	8	9	10	11	12	133	
	14	15	16	17	18	24			15	16	17	18	19] 133	
	21	22	23	24	25	29			22	23	24	25	26	138	
	28	29	30	24	23	32			29	30	31	23	20	141	
	20	23	30			32			23	30	31			141	
OCTOBER	_	_	_	1	<u>2</u>	34		APRIL	_	_		1	<u>2</u>	143	
	5	6	7	8	9	39			5	6	7	8	9	148	
	12	13	14	15	<u>16</u>	43			12	13	14	15	<u>16</u>	152	
	19	20	21	22	23	48			19	20	21	22	23	157	
	26	27	28	29	<u>30</u>	53			26	27	28	29	<u>30</u>	162	
NOVEMBER	2	3	4	5	6	58		MAY	3	4	5	6	7	167	
	9	10	11	12	<u>13</u>	62			10	11	12	13	<u>14</u>	172	
	16	17	18	19	20	67			17	18	19	20	21	177	
	23	24	<u>25</u>	26	27	69	1		24	25	26	27	<u>28</u>	182	
	30					70			31					ı	
DECEMBER		1	2	3	4	74		JUNE		1	2	3	4	186	
	7	8	9	10	<u>11</u>	79			7	8	9	10	<u>11</u>	_	
	14	15	16	17	18	84			14	15	16	17	18		
	21	22	23	24	25	86	2		21	22	23	24	<u>25</u>		
	28	29	30	31	·				28	29	30				
								Core Calendar \		ys					
/dates	7							Flex Work Days							
No School	4							Holidays (employe	ees worki	ng 30 d	or more	nours	oer we	ek)	
Paid Holidays)av	4					203	da advantis est es			d	- 44		abla =	
ing Break	Juy		l work do nts will i					ls, educational progra	am change						

Refer to Benefit Summary for information on use of Flex Days and 90 Additional Hours.

2021-21 CLASSIFIED PAY DATES

WEEK 1 WEEK 2 PAY DATES

6/14/2020 - 6/20/2020	6/21/2020 - 6/27/2020	July 9, 2020	
6/28/2020 - 7/4/2020	7/5/2020 - 7/11/2020	July 24, 2020	
7/12/2020 - 7/18/2020	7/19/2020 - 7/25/2020	August 7, 2020	
7/26/2020 - 8/1/2020	8/2/2020 - 8/8/2020	August 21, 2020	
8/9/2020 - 8/15/2020	8/16/2020 - 8/22/2020	September 4, 2020	
8/23/2020 - 8/29/2020	8/30/2020 - 9/5/2020	September 18, 2020	
9/6/2020 - 9/12/2020	9/13/2020 - 9/19/2020	October 2, 2020	
9/20/2020 - 9/26/2020	9/27/2020 - 10/3/2020	October 16, 2020	
10/4/2020 - 10/10/2020	10/11/2020 - 10/17/2020	October 30, 2020	Third Payroll of the Month
10/18/2020 - 10/24/2020	10/25/2020 - 10/31/2020	November 13, 2020	
11/1/2020 - 11/7/2020	11/8/2020 - 11/14/2020	November 25, 2020	
11/15/2020 - 11/21/2020	11/22/2020 - 11/28/2020	December 11, 2020	
11/29/2020 - 12/5/2020	12/6/2020 - 12/12/2020	December 23, 2020	
12/13/2020 - 12/19/2020	12/20/2020 - 12/26/2020	January 8, 2021	
12/27/2020 - 1/2/2021	1/3/2021 - 1/9/2021	January 22, 2021	
1/10/2021 - 1/16/2021	1/17/2021 - 1/23/2021	February 5, 2021	
1/24/2021 - 1/30/2021	1/31/2021 - 2/6/2021	February 19, 2021	
2/7/2021 - 2/13/2021	2/14/2021 - 2/20/2021	March 5, 2021	
2/21/2021 - 2/27/2021	2/28/2021 - 3/6/2021	March 19, 2021	
3/7/2021 - 3/13/2021	3/14/2021 - 3/20/2021	April 2, 2021	
3/21/2021 - 3/27/2021	3/28/2021 - 4/3/2021	April 16, 2021	
4/4/2021 - 4/10/2021	4/11/2021 - 4/17/2021	April 30, 2021	Third Payroll of the Month
4/18/2021 - 4/24/2021	4/25/2021 - 5/1/2021	May 14, 2021	
5/2/2021 - 5/8/2021	5/9/2021 - 5/15/2021	May 28, 2021	
5/16/2021 - 5/22/2021	5/23/2021 - 5/29/2021	June 11, 2021	
5/30/2021 - 6/5/2021	6/6/2021 - 6/12/2021	June 25, 2021	

Employee Access Center

Employee Access Center allows access to your payroll, benefit, tax, and leave information from any computer with internet access. Pay check information is available via Employee Access Center for viewing and/or printing. The following is the link to Employee Access Center:

https://tinyurl.com/y7dgn88m

Your user ID is your five digit employee number. Your initial password is the last 4 digits of your Social Security number.

If you have questions after viewing this service, please contact:

Jill Burkle at 289-3979 or Megan Williams at 289-3978





District Office 306 SW School Street PO Box 189 Ankeny, IA 50021-0189

P: 515.965.9600 F: 515.965.4234 W: ankenyschools.org

Ankeny Community School District does not discriminate based on race, color, creed, religion, national origin, sex, gender identity, age, disability, marital status, sexual orientation, physical attributes, physical or mental ability or disability, ancestry, political party preference, military affiliation,

socioeconomic status, or familial status. Inquiries and grievances may be directed Ken Morris Jr, Director of Equity, 306 S.W. School Street, P.O. Box 189,
Ankeny, Iowa 50021-0189, (515) 965-9600, or the Director of the Iowa Civil Rights Commission.

Article 18: Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective chief negotiators and their signatures placed hereon, on the 18th day of April, 2022.

_	BLIC PROFESSIONAL & MAINTENANCE PLOYEES LOCAL 2003	ANKENY COMMUNITY SCHOOL DISTRICT
By:		By:
٠	Chief Negotiator	Trent Murphy,
		Board President
By:		By:
	Steven Meyer,	Melissa Schilling,
	Head Union Steward	Chief Negotiator



Item Cover Sheet

Title: Policies - 2nd and Final Reading

Extended Information:

- 501.07 Student Transfers Out or Withdrawals
- 501.31 Open Enrollment Transfers into the District
- 501.32 Open Enrollment Transfers Out of the District
- 501.06 Student Transfers In
- 501.15 Student of Legal Age
- 501.20 Entrance Requirements Evidence of Age
- 501.30 School Attendance Areas
- 501.33 Student Building Assignments
- 501.35 Intra -District Open Enrollment
- 501.50 Resident Students
- 501.60 Non-Resident Students
- 505.09 Enrollment
- 802.55 Post-Issuance Compliance Regulation
- 802.56 Bond Disclosure Policy

Superintendent's Recommendation: Approve and accept the policies, second of two readings, as presented. Policies are for immediate implementation upon second and final reading.

Summary:

- 501.07 Updating to align with the streamlining of other open enrollment-related policies
- 501.31 & 501.32 consolidation and streamlining into 501.31 to ensure clarity and consistency with current practice
- 501.06, 501.15, 501.20, 501.30, 501.33, 501.05, 501.35, 501.50, 501.60, 505.09 consolidation and streamlining into 501.05 to ensure clarity and consistency with current practice
- 802.55 Updated to align with legal requirements
- 802.56 NEW policy to align with legal requirements

Fiscal Impact:

ATTACHMENTS:

File Name	Description	Type	Upload Date
<u>501.07</u> <u>501.31.pdf</u>	501.07 & 501.31	Support Document	4/15/2022
<u>501.05.pdf</u>	501.05	Support Document	4/15/2022
802.55.pdf	802.55	Support Document	4/15/2022
802.56.pdf	802.56	Support Document	4/15/2022

SERIES 500 STUDENT PERSONNEL

501.07 Out-of-District Transfers and Withdrawals

A parent who wishes to withdraw or transfer their student from the district prior to the student's completion and/or graduation from the education program, shall notify the superintendent/designee of the intent to withdraw or transfer the student as soon as possible.

The parent shall present this notice, including the student's final day of attendance, at the student's attendance center. If the student is of compulsory education age and not transferring to another public school district or an accredited nonpublic school, the parents shall notify the superintendent/designee that the student is receiving private instruction. Upon parental request, the district shall forward the student's cumulative records to the receiving district. If the student is not enrolling in another district, the district will maintain the student's records in the same manner as the records of students who have graduated from the district.

Legal Reference: 20 U.S.C. § 1232g (2004). Iowa Code §§ 274.1; 299.1-.1A (2007).

Cross Reference: 501 Series: Student Attendance 506.01 Student Records Access 604.01 Competent Private Instruction

Reviewed:

May 11, 2009 June 17, 2013 May 21, 2018 March 31, 2022

Revised:

June 21, 2010 June 17, 2013 May 21, 2018 April 18, 2022

SERIES 500 STUDENT PERSONNEL

501.31 Open Enrollment

Open Enrollment into the District

The district will participate in open enrollment as a receiving district. As a receiving district, the board will allow nonresident students, who meet the legal requirements, to open enroll into the district. The district shall have complete discretion to determine the attendance center of a student attending the district under open enrollment.

Unless otherwise allowed by law, by June 1 in the year preceding the first year desired for open enrollment into the district the superintendent/designee shall bring to the board for action all timely-received open enrollment requests. A parent may request a waiver of the timeline above to open enroll into the district for "good cause," as defined by Iowa Code and outlined in the Iowa Department of Education's Open Enrollment Handbook provided the circumstance giving rise to the "good cause" occurred/began after March 1. The board shall consider requests for "good cause" open enrollment in alignment with the Iowa Department of Education's Open Enrollment Handbook.

When deciding whether to approve a request to open enroll into the district; the district:

- 1. Shall determine if the requesting student has been suspended or expelled; if the student has, the board will deny the request to transfer until such time as the student has been reinstated in the sending district at which time the request will be considered similar to other requests.
- 2. Evaluate if sufficient classroom space and staffing as required by law and/or policy exists in the district to accept the student and deny a request to open enroll into the district if space is insufficient.
- 3. If sufficient space is available, give first priority to students who have other nuclear family members already enrolled in the district ("First Priority Students"). If one or more members of the same nuclear family submit requests for open enrollment for the same academic year and insufficient classroom space exists in one or more of the grades into which enrollment is requested, the board, in its discretion, may waive the criteria for insufficient classroom space or staff for those students affected in order to prevent the division of a nuclear family.
- 4. If space is still available after accommodating First Priority Students, the district may select additional students, except kindergartners, from those applications received by the first May board meeting. The district will consider other open enrollment requests in the order in which they are received. Provided, however, that kindergarten students shall not be considered until the first board meeting in July.

The district shall consider requests for special education students to open enroll into the district on a case-by-case basis, with the determining factors being whether the district's special education program is appropriate for the student's needs (as determined by the Director of Special Programs) and whether the student's enrollment will cause class size to exceed the allowable maximum. The student shall remain in the sending district until the final determination is made. For student's

requiring special education, the district will complete and provide to the resident district the documentation needed to seek Medicaid reimbursement for eligible services.

Requests for open enrollment into the district shall be granted for a minimum of one year unless the student will graduate, unless the family moves to another district within that period, and/or unless the board approves a different open enrollment term.

The superintendent/designee shall notify the sending district and petitioning parent of the board's approval or denial of the open enrollment request within five days of board action.

Once the request is approved, the student shall be considered enrolled and committed to attend the district with the commencement of the next academic year and succeeding years as prescribed by the Iowa Code. District policies applicable to students attending the district shall apply to students attending the district under open enrollment. The district may require the parent to complete additional paperwork and may, in its discretion, reassign the student's attendance center on a yearly basis.

Students in grades nine through twelve open enrolling into the school district will be eligible for participation in interscholastic athletics, at the varsity level, in accordance with applicable law. Reimbursement for transportation costs may be made available to qualifying parents/guardians.

Open Enrollment out of the District

Unless otherwise allowed by law, parents wishing to open enroll student(s) out of the district under the Open Enrollment Act shall notify the superintendent/designee of that intention by March 1 of the preceding school year (for rising 1st – 12th graders) and by September 1st of the current year (for kindergarteners). The formal notification shall state that the parent/guardian intends to enroll their student in a public school in another school district and shall describe the reason(s) for enrollment in the receiving district. The notification shall be made on form(s) prescribed by the Department of Education which are available on the district website and at the district office. A parent may request a waiver of the timeline above to open enroll out of the district for "good cause," as defined by Iowa Code and outlined in the Iowa Department of Education's Open Enrollment Handbook provided the circumstance giving rise to the "good cause" occurred/began after March 1.

The district shall consider requests for special education students to open enroll out of the district on a case-by-case basis to ensure that the receiving district is appropriate for the student's needs. The area education agency director of special education serving the receiving district will determine whether the receiving district's program is appropriate. The special education student will remain in the district until the final determination is made.

The superintendent/designee shall present all applications for open enrollment out of the district, including those filed after the March 1 deadline for "good cause", to the board for action in alignment with the Iowa Department of Education's Open Enrollment regulations.

A student who is open enrolled may re-enroll in the district of residence at any time (unless under suspension or expulsion). The parent or guardian must notify the district of residence and the

receiving district in writing of the decision to enroll the pupil in the district of residence. A reenrollment in the district of residence will terminate open enrollment.

The board will not approve a student's request to allow the receiving district to enter the district for the purposes of transportation.

Legal References:

Iowa Code §§139.9, 274.1, 279.11, 282.1, .3, .8, .18, 299.1, (1989) 470 Iowa Admin. Code 7 281 Iowa Admin. Code 11.3 (10)- (11), 11.4 (13).S.F. 2201

Cross References:

501.31 Approval of Open Enrollment Transfer In 606.06 Insufficient Classroom Space

Adopted:

August 7, 1989

Reviewed: February 16, 2009 June 15, 2015 March 21, 2016 October 17, 2016 September 21, 2020 March 31, 2022

Revised: February 16, 2009

June 15, 2015 March 21, 2016 October 17, 2016 September 21, 2020 April 18, 2022

SERIES 500 STUDENT PERSONNEL

501.05 ENROLLMENT & ATTENDANCE CENTER ASSIGNMENT

Enrollment

A student is enrolled in the district when the student is attending school consistent with the district attendance policies.

Subject to the exceptions outlined herein, secondary students must be enrolled in at least six (6) credits and Physical Education each semester. Exceptions to these course requirements may be available to accommodate alternative scheduling arrangements, at-risk programs, early graduation, and/or other circumstances approved by the principal/designee.

Enrollment Eligibility (Starting School and Transfers into the District)

Subject to the policies related to resident and non-resident students below, children will be allowed to enroll in the district's regular education program when they have reached the age of eligibility. An eligible child must be five (5) years of age on or before September 15 of the current year to participate in the district's kindergarten program; the child must be six (6) years of age on or before September 15 of the current year to begin first grade. The superintendent/designee shall determine what is satisfactory evidence for proof of age.

Students who have reached eighteen years of age and who are still eligible to attend an Iowa public school per Iowa law may, with or without declaring their residence independent of their parent(s) residence, attend school in the District without payment of tuition, subject to the requirements for residency outlined in this policy.

For students transferring to the district from another district, the superintendent/designee shall request cumulative records from the previous district. If the student does not offer proof of grade level from the previous district, the superintendent/designee shall make a grade level determination and may require testing and/or other information to make this determination.

The superintendent/designee shall determine the credits that may transfer to the district from the student's previous education elsewhere. If the student has not previously attended an accredited school, the superintendent/designee may accept and/or reject credits and/or grades.

Students expelled or suspended from their previous school district shall only be enrolled in the district after approval of the board.

Designated health and immunization certificates must be provided to the superintendent/designee prior to the first day of school or the district may deny admission to the student.

Resident Students

Children who are residents of the school district community will attend the school district without paying tuition.

To be considered a resident, the student must:

- Be physically present within the district's boundaries including at times other than when school is in session; and
- not have an established residence in another district by operation of law; and
- meet at least one of the following conditions:
 - Be in the district for the purpose of making a home and not solely for school purposes;
 - Meet the definition of a "homeless student" under state or federal law;

• Live in a juvenile detention center or a residential facility in the district.

A student may establish a dwelling with someone other than the parents and attend public school in the school district without paying tuition if the primary purpose for residing in the school district is not for the purpose of obtaining a free public education.

The mere existence of a guardian residing in the district does not establish residence for educational purposes. Open-enrollment students are not considered resident students for certified enrollment count.

Non-Resident Students

Students who are eligible to attend an Iowa public school but who are not resident students as described above are "non-resident students." Non-resident students may enroll in the district at the discretion of the superintendent/designee upon application and payment of tuition if ineligible for open enrollment. The tuition rate for non-resident students shall be the current per-pupil cost of the school district as computed by the board secretary and as authorized by the Iowa Department of Education.

Non-resident students who are eligible to attend an Iowa public school and who have evidence that, in the district's discretion, indicates they will become legal residents of the district by the enrollment certification date of the current school year may be allowed to attend school in the district without payment of tuition.

Students in grades eleven or twelve who are no longer residents of the district but who were resident students in the preceding school year may continue to attend school in the district without payment of tuition until they graduate. If these students are not of legal age, they shall be required to identify a place of residence and responsible adult in the district for purposes of administration. The superintendent/ designee may establish regulations for securing proof of this resident adult contact person.

Persons visiting the United States on a student visa do not meet the two basic criteria for tuition-free residence in Iowa's public schools. They shall, therefore, pay tuition to attend school in the Ankeny Community School District. Exceptions are approved for foreign exchange students in keeping with district policy.

Subject to the exceptions set forth herein, resident students whose families move from district who wish to continue attending school in the district must complete an open enrollment application in keeping with law and policy.

Under certain conditions, students may be able to transfer between districts. These situations are determined individually by the Iowa Department of Education.

Determining Residency

Each case involving the bona fide residence of a student will be decided upon its individual merits by the superintendent/designee. Whenever a question of actual residence arises, the superintendent/ designee shall make a factual determination of the main reason for the student's presence in the district, in keeping with Iowa Code and guidelines established by the Iowa Department of Education.

In the absence of information to the contrary, district officials may assume that students seeking enrollment are residents of the district unless application is made under open enrollment provisions.

The district need not challenge a legally-established guardianship. If the district received information that disputes the assumption of a student's residence, the district may revise its determination of the student's actual residence.

Attendance Center Assignment

The board shall have discretion to determine attendance center boundaries and to assign students to attendance centers. The board shall annually make available to the public a list of the District's attendance centers. The superintendent/designee shall make an annual recommendation to the board regarding each student's assigned attendance center.

Subject to the limitations outlined herein and/or elsewhere in law and/or policy, the superintendent/ designee shall have discretion to assign students to classrooms.

Parents of kindergarten through fifth grade siblings who are in the same grade may request the siblings be placed in the same or different classrooms. To be valid, the request must be written and submitted to the relevant attendance center's principal at the time of registration for classes or within fourteen days after the children's first day of attendance during the school year; the principal shall honor a valid request. The district retains complete discretion to select the classroom teacher(s) to which the siblings are assigned. If, after the initial grading period following the placement of siblings in the same or different classrooms, the principal determines the placement is disruptive to the class, the principal may assign one or more of the siblings to different classrooms.

There are board approved Early Childhood Special Education and Pre-kindergarten programs dependent upon funding.

The Superintendent/designee and Board shall endeavor to assign all resident students to their zoned, grade-appropriate attendance centers and to keep students at the same attendance center as their sibling(s) enrolled in grade(s) also served by that center. However, in their discretion, the Superintendent/designee may assign resident students to their non-zoned attendance centers, including but not limited to, when:

- Such adjustment is necessary to address class size and/or feeder capacity;
- Pursuant to Iowa law, there has been a proven allegation of bullying and/or harassment and it is in the best interest of the student to be reassigned;
- The resident student has moved to another attendance area in the district during the school year, the student desires to complete the school year at the attendance center s/he was attending, and the administration approves arrangements for transportation and attendance;
- The resident student presents documentation demonstrating with a high-degree of certainty that his/her residence will change during the school year to another attendance area in the district, the student desires to start the school year in the attendance center zoned to the new residence, and the administration approves arrangements for transportation and attendance;
- The student's zoned in-district attendance center for their senior year of high school is different than the zoned in-district attendance center the student attended at the end of their junior year, the student and parent desire for the student to be assigned to the junior year attendance center for the student's senior year, and the administration approves arrangements for transportation and attendance;
- Assignment to another attendance center would provide educational benefit for the student, including because of the student's need for special services (special education, LIEP supports, etc.); and/or
- The student's sibling(s) have been assigned to a non-zoned school in order to receive special services and/or due to proven allegations of bullying and/or harassment and the student requests assignment to the same attendance center as their sibling(s).

Intra-district transfers occurring due to custodial changes and/or residential changes or requirements in federal law are not subject to this policy.

All nonresident students shall attend the attendance center assigned by the Superintendent/designee. The district, in its discretion, shall assign students open enrolling into the district to an attendance center in the that has available space. Students who open enroll to continue in the district may be subject to a building reassignment.

All open enrolled students will be assigned to the feeder with the lowest certified count-day enrollment at the time of the student's registration.

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Cross Reference:
501.08 Placement and Acceptance of Credits Upon Transfer
501.31 Open Enrollment Transfers Into the District
501.32 Open Enrollment Transfers Out of the District
501.35 Intra-District Open Enrollment
504.10 Health Certificate
604.08 International and Foreign Exchange Students
606.06 Insufficient Classroom Space
606.10 Class Size
702.30 Student Eligibility for Transportation
Legal Reference:
Lakota Cons. Ind. School v. Buffalo Center-Rake Comm. School, 334 N.W.2d 704 (Iowa 1983)
Mt. Hope School Dist. V. Hendrickson, 197 N.W. 47 (Iowa 1924)
Oshel v. Creston Comm. School Dist., DPI Admin. Doc. 570 (1981)
33 D.P.I. Dec. Rule 80 (1984)
20 U.S.C. § 1232g
Iowa Code §§ 139A.8; 256.11(A); 257.6; 279.8; 279.11; 280.3, .14; 282.1, .2, .3, .4, .6, .7, .8, .18; 299A; 599.1
Iowa Code §§ 281 I.A.C. 12.2;12 .3(6), (7); 12.5; 17.6(4); 41.404(6)(e)
1956 Op. Att'y Gen. 185.
1946 Op. Att'y Gen. 197.
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Adopted:

April 18, 2022

1938 Op. Att'y Gen. 69. 1930 Op. Att'y Gen. 147. 1980 Op. Att'y Gen. 258. IASB No. 501.2 (2011)

R.R. for Policy 501.05

Registration Requirements

The superintendent/designee shall annually establish student registration requirements. These may include, but are not limited to: completion of registration application(s) and form(s); presentation of proof of residency and/or proof of student birth date; delivery of documentation related to special programs (e.g., special education, gifted and talent) and/or previous school information; delivery of health documents such as records of immunization, physical examination, vision screening, and/or dental screening.

Falsification of any information or document required for residency verification or the use of the address of another person without actually residing there may result in the revocation of student enrollment, being held liable to pay tuition for the time in attendance as a non-resident student, and/or filing a complaint with the appropriate law enforcement agency for criminal prosecution against all parties involved.

Kindergarten Registration

The district shall typically conduct kindergarten registration during the first week of February and shall communicate a specific date via multiple venues including, but not limited to the district's website. Kindergarten registrations will not be accepted prior to the start of the designated registration period.

Generally, the district will communicate building placements for kindergarten students during the second week of June. Registrations received on or after the designated final day of the registration period will be deemed late and will not be considered until all other placements have been made.

If the number of enrolling kindergarteners exceeds capacity at a school(s), the district shall consider the following when making building assignments:

- 1. classroom space availability,
- 2. enrollment of siblings in the school, and/or
- 3. date and time the student's online registration was completed and all other necessary registration paperwork was submitted to the district.

If the student needs special services, including but not limited to LIEP (English Language Learning) or special education, the student may be placed at an elementary school that can best serve the student's needs, regardless of whether it is the student's neighborhood school.

Attendance Center Assignment for Newly-Enrolling Elementary Students

Any elementary student newly enrolling in the district may be assigned to a school other than their neighborhood school. In making attendance center assignments for newly-enrolled elementary school students, the district shall:

- 1. Determine if there is space in the relevant neighborhood school for all elementary-aged students within the newly-enrolling family.
- 2. If there is space at the neighborhood school, assign students to the neighborhood school. If there is not space for all elementary-aged students in the family at the neighborhood school, assign the newly-enrolling students to the attendance center with lowest class ratios that can accommodate all elementary-aged members of the family.
- 3. Notify parents that transportation will be provided for students if the family lives more than 2 miles from the assigned elementary school.
- 4. If/when space becomes available at the neighborhood school, contact impacted families and offer them the choice of a) having students remain in the assigned school for the remainder of the year and transferring to the neighborhood school at the beginning of the next school year, or b) returning to the neighborhood school immediately.

Intra-District Transfer

Students may seek and the district, in its discretion, may consider intra-district transfer from one district attendance center to another for one or more of the following reasons:

- Pursuant to Iowa law, there has been a proven allegation of bullying and/or harassment and it is in the best interest of the student to be reassigned;
- The resident student has moved to another attendance area in the district during the school year, the student desires to complete the school year at the attendance center s/he was attending, and the administration approves arrangements for transportation and attendance;
- The resident student presents documentation demonstrating with a high-degree of certainty that his/her residence will change during the school year to another attendance area in the district, the student desires to start the school year in the attendance center zoned to the new residence, and the administration approves arrangements for transportation and attendance;
- The student's zoned in-district attendance center for their senior year of high school is different than the zoned in-district attendance center the student attended at the end of their junior year, the student and parent desire for the student to be assigned to the junior year attendance center for the student's senior year, and the administration approves arrangements for transportation and attendance;
- Assignment to another attendance center would provide educational benefit for the student, including because of the student's need for special services (special education, LIEP supports, etc.); and/or
- The student's sibling(s) have been assigned to a non-zoned school in order to receive special services and/or due to proven allegations of bullying and/or harassment and the student requests assignment to the same attendance center as their sibling(s).

Students seeking intra-district transfer shall submit these requests between April 1 – May 1 of the school year prior to the desired intra-district transfer unless extraordinary circumstances, as determined by the district, warrant a deviation from that time frame.

Subject to the superintendent/designee's discretion, the following apply to intra-district transfers:

- An approved intra-district transfer is valid for the following school year, takes effect at the beginning of the school year, and remains in effect for a minimum of one school year.
- Parents of students who transfer within the district under these guidelines shall provide the student's transportation to and from school without reimbursement from the district.
- Ninth through twelfth grade students who transfer within the district shall not be eligible for varsity play for the entirety of the following school year (August 1 July 31). However, students who transfer to another district attendance center due to a bona fide harassment and/or bullying complaint shall not be prohibited from participating in athletics and/or activities due to their intra-district transfer and shall, if otherwise eligible, be eligible for participation no later than 10 days from the date of transfer.
- The parent of a student attending a non-zoned attendance center due to an intra-district transfer may, at any time, request that the student attend the zoned school. In evaluating such a request, the district will consider factors including but not limited to: the reasons for the student's transfer, the physical capacity of the zoned school, and the best interests of the student and other students. A student returning to a zoned school from an intra-district transfer shall be subject to the varsity play eligibility restrictions outlined above.

The board may sever an intra-district transfer if it is in the best interest of the district to do so. Unless extraordinary circumstances require otherwise, the action to sever shall be taken on or before May 15 of the school year prior to the intended elimination of the transfer. A severed intra-district transfer shall take effect at the start of the school year following the severance unless the board and parent of the transferee student mutually agree in writing to an earlier effective date. Restrictions on varsity play eligibility shall not apply when the board severs the intra-district transfer.

Parents may appeal intra-district transfer decisions to the superintendent/designee for review. The superintendent's/designee's decision shall be final and binding.

Click here for the Intra-District Transfer Application

Special Education

For building assignment of special education students, the district will use the formula for caseload determination specified in the District Developed Special Education Service Delivery Plan.

800 SERIES BUSINESS PROCEDURES

802.55 Post-Issuance Compliance Regulation

Issuers of tax-exempt governmental bonds must comply with federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditure, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records.

As an issuer of such bonds, the District is required by IRS rules and regulations to take certain actions subsequent to the issuance of the bonds to ensure the continuing tax-exempt status of such bonds. Further, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations impose record retention requirements with respect to tax-exempt governmental bonds. The District Treasurer shall be responsible for developing, implementing and administering procedures to ensure District compliance with applicable tax regulations and requirements.

Cross-Reference: 802.50 Bond Issues 802.56 Bond Disclosure

Adopted: March 26, 2012

Reviewed: October 16, 2017 March 31, 2022

Revised: April 18, 2022

802.55 R.R. Definitions

- "Advisors" means the Issuer's Bond Counsel, Financial Advisor, paying agent, and Rebate Analyst.
- "Bonds" mean bonds, notes or other obligations subject to the Code, Rules and applicable securities regulations.
- "Code" means the Internal Revenue Code of 1986, as amended.
- "Governing Body" means the Board of Directors of the Issuer.
- "Issuer" means the Ankeny Community School District, in the County of Polk, State of Iowa.
- "Rules" means Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

Purpose

These operating procedures, which to the best knowledge and belief of the Governing Body and administrative staff have heretofore been followed, although not set forth in formal written operating procedures are intended to assure that the Issuer shall meet its compliance obligations as an issuer of tax-exempt bonds and particularly with respect to the expenditure of proceeds for

qualified costs, rate of expenditure, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records.

These operating procedures are designed to implement Issuer's Policy 802.55 and ensure that the Issuer complies with its tax compliance obligations under applicable provisions of the Rules and the Code.

Effective Date and Term

The effective date of these procedures shall be the date of approval by the Governing Body, and shall remain in effect until superseded or terminated by action of the Governing Body. The Issuer shall comply with these procedures upon issuance of Bonds and as long as the Bonds remain outstanding. These procedures may be revised to comply with amendments to the Rules during the period the Bonds are outstanding.

Responsible Parties

The District Treasurer shall be the party primarily responsible for ensuring that the Issuer successfully carries out its tax compliance requirements under applicable provisions of the Rules with regard to all obligations of the Issuer. The District Treasurer is referred to as the "Compliance Officer" for purposes of this policy. The Compliance Officer shall be assisted by other staff and officials when appropriate and at the Compliance Officer's discretion. The Compliance Officer shall also be authorized to retain and consult with the Advisors during the time the Bonds are outstanding for assistance in carrying out post-issuance tax compliance requirements.

The Compliance Officer shall be responsible for monitoring post-issuance compliance, maintaining a copy of the transcript of proceedings or minutes in connection with the issuance of any tax-exempt obligations and obtaining records that are necessary to meet the requirements of this regulation, seeking out training and education to be implemented upon the occurrence of new developments in the area and upon the hiring of new personnel to implement this regulation, and assigning post-issuance tax compliance responsibilities to other staff. The Compliance Officer shall consult Advisors or such other professional service organizations as are necessary to ensure compliance with the post-issuance tax compliance requirements of the Issuer. The Compliance Officer shall provide training and educational resources to staff responsible for ensuring compliance with any portion of the tax compliance requirements of this policy.

Expenditure of Bond Proceeds – Review Process

The Compliance Officer shall review the resolution authorizing issuance for each tax-exempt obligation, and shall:

- 1. obtain a computation of the yield on such issue from the Issuer's financial advisor;
- 2. create a separate Project Fund (with as many sub-funds as shall be necessary to allocate proceeds among the projects being funded by the issue) into which the proceeds of issue shall be deposited;
- 3. review all requisitions, draw schedules, draw requests, invoices and bills requesting payment from the Project Fund;

- 4. determine whether payment from the Project Fund is appropriate, and if so, make payment from the Project Fund (and appropriate sub-fund if applicable);
- 5. maintain records of the payment requests and corresponding evidence of payment;
- 6. maintain records showing the earnings on, and investment of, the Project Fund;
- 7. ensure that investments acquired with proceeds are purchased at fair market value;
- 8. identify bond proceeds or applicable debt service allocations that must be invested with a yield-restriction and monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted;
- 9. in the event the Issuer seeks to utilize bond proceeds for costs that were incurred prior to the issuance of the Bonds, the Compliance Officer shall consult with the Advisors to ensure that such expenditures are within the sixty (60) day period prior to the date in which the Issuer made a "declaration of intent" to reimburse such costs or are preliminary expenditures under the Code. If proceeds are used for such reimbursement, a copy of the declaration of intent shall be obtained and included in the records for the Bonds if not already part of the transcript; and
- 10. if not otherwise provided for in the Tax Exemption Certificate executed by the officers of the Issuer at closing, the Compliance Officer shall prepare an "allocation memorandum" for each issue of Bonds that accounts for the allocation of the proceeds of the Bonds to expenditures not later than the earlier of:
 - A. Eighteen (18) months after the later of:
 - I. the date the expenditure is paid, or
 - II. the date the project that is financed by the Bonds is placed in service; or
 - B. Sixty (60) days after the earlier of:
 - I. the fifth (5th) anniversary of the issue date of the Bonds, or
 - II. the date sixty (60) days after the retirement of the Bonds; and
- 11. maintain records related to any investment contracts, credit enhancement transactions and the bidding of financial products related to the proceeds.

Rate of Expenditure

The Compliance Officer shall ensure that the expenditure of bond proceeds will be monitored against the expenditure expectations represented in the tax exemption certificate for such bond issue to ensure that:

- Five percent (5%) of the net sale proceeds were spent or committed within six (6) months of the issue date;
- Eighty-five percent (85%) of the net sale proceeds were spent within three (3) years of the issue date; and
- the Issuer proceeded with due diligence to complete the project and fully spend the net sale proceeds; or
- One hundred percent (100%) of proceeds used for current refunding within ninety (90) days of issuance.

Failure to meet the expected expenditure expectations represented in the tax exemption certificate for such bond issue shall be documented and retained by the Compliance Officer in the records for the bond issue.

Arbitrage Rules and Rebate Requirements

The Compliance Officer shall review the Tax-Exemption Certificate for each tax-exempt obligation, and the expenditure records, and shall:

- 1. monitor and ensure that proceeds of each such issue are spent within the temporary period set forth in such certificate;
- 2. if the "small issuer" exception does not apply (not more than \$15 million issued in a calendar year, of which not more than \$5 million was for non-construction purposes), monitor and ensure that the proceeds are spent in accordance with one or more of the applicable exceptions to rebate as set forth in such certificate (e.g. six month exception, eighteen month exception, two year "construction issue" exception);
 - 3. not less than sixty (60) days prior to a required expenditure date within applicable rebate exception(s), confer with bond counsel if it appears expenditures will fail to meet the applicable temporary period or rebate exception expenditure requirements of the Tax-Exemption Certificate;
 - 4. in the event of failure to meet a temporary period or rebate exception:
 - A. procure a timely computation of any rebate liability and, if rebate is due, file a Form 8038-T and arrange for payment of such rebate liability;
 - B. arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable;
 - 5. ensure that the investment of bond proceeds is made only in permitted investments of the Issuer as outlined in Iowa Code chapters 12B and 12C, and any official policy;
 - 6. consult with the Advisors to ensure that the investment of bond proceeds is performed in compliance with the arbitrage rules and rebate requirements;
 - 7. consult with the Advisors to identify bond proceeds that must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted;
 - 8. contact the Rebate Analyst (and, if appropriate, bond counsel) prior to the fifth anniversary of the date of issuance of each issue of bonds of the Issuer and each fifth anniversary thereafter to arrange for calculations and reports of the rebate requirements with respect to such bonds;
 - 9. if a rebate payment is required to be paid by the Issuer, the Compliance Officer shall prepare or cause to be prepared the appropriate form to be filed with the IRS (Form 8038-T):
 - 10. The Compliance Officer shall ensure that guaranteed investment contracts (GIC) will be purchased only using the three-bid "safe harbor" of applicable Treasury regulations, in compliance with fee limitations on GIC brokers in the regulations. The Compliance Officer shall ensure that all other investments will be purchased only in market transactions.

Filings with Internal Revenue Service

The Compliance Officer, with assistance from Bond Counsel, shall ensure that each issuance of Bonds is properly reported with the Internal Revenue Service (IRS) as required by Section 149(e) of the Code. On the issue date of each series of Bonds, the Compliance Officer shall consult with the Advisors to identify the deadline to file the requisite IRS form for such issue.

If a bond issue consists of tax-exempt Bonds, the Issuer must report the tax-exempt portion on Form 8038-G or 8038-GC. The Compliance Officer shall confirm the proper filing of an IRS

8038 Series return and maintain a transcript of proceedings and minutes for all tax-exempt obligations issued by the school district including, but not limited to, all tax-exempt bonds, notes and lease-purchase contracts. Each transcript shall be maintained until 11 years after the tax-exempt obligation documents have been retired. The transcript shall include, at a minimum:

- Form 8038:
- Minutes, resolutions and certificates;
- Certifications of issue price from the underwriter;
- Formal elections required by the IRS;
- Trustee statements:
- Records of refunded bonds, if applicable;
- Correspondence relating to bond financings; and
- Reports of any IRS examinations for bond financings.

Reporting the Issuance of Tax-Exempt Bonds

The original issuance of a tax-exempt bond issue with an issue price of one-hundred thousand dollars (\$100,000) or greater shall be reported on Form 8038-G. The original issuance of a tax-exempt bond issue with an issue price less than one-hundred thousand dollars (\$100,000) shall be reported on Form 8038-GC.

- Forms 8038-G and 8038-GC shall be filed by the Compliance Officer or Bond Counsel no later than the 15th day of the 2nd calendar month following the quarter in which the Bonds were issued.
- The Compliance Officer shall consult with the Advisors to ensure the Form 8038-G is accurately filled out.

Rebate Reporting Requirements

The Compliance Officer shall contact the rebate analyst prior to the 5th anniversary of the issue date on each series of Bonds and each 5th anniversary thereafter to arrange for calculations of the rebate requirements with respect to such Bonds. If a rebate payment is required to be paid, the Compliance Officer shall prepare or cause to be prepared a Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment.

If the Issuer is authorized to recover a rebate payment previously paid, the Compliance Officer shall prepare or cause to be prepared a Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.

Use of Bond-Financed Property

The Compliance Officer shall monitor the use of all bond-financed facilities in order to determine whether private business uses of bond-financed facilities have exceeded the de minimis limits set forth in Section 141(b) of the Code (generally 10% of bond proceeds) as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements that provide special legal entitlements to nongovernmental persons. Prior to entering into such leases or other contracts, the Compliance Officer shall consult with Bond Counsel to ensure appropriate action is taken with respect to the bond-financed facilities.

To this end, the Compliance Officer shall:

- 1. maintain appropriate records and a list of all bond financed assets. Such records shall include the actual amount of proceeds (including investment earnings) spent on each of the bond financed assets;
- 2. with respect to each bond financed asset, the Compliance Officer will monitor and confer with bond counsel with respect to all proposed:
 - 1. management contracts,
 - 2. service agreements,
 - 3. research contracts,
 - 4. naming rights contracts,
 - 5. eases or sub-leases,
 - 6. joint venture, limited liability or partnership arrangements,
 - 7. sale of property;
 - 8. any other change in use of such asset; or
 - 9. output contracts (including retail and wholesale requirements contracts);
- 3. maintain a copy of the proposed agreement, contract, lease or arrangement, together with the response by bond counsel with respect to the proposal for at least three (3) years after retirement of all tax-exempt obligations issued to fund all or any portion of bond financed assets, or obligations issued to refund those obligations;
- 4. provide training and educational resources to any staff member that has the primary responsibility for the operation, maintenance, or inspection of bond-financed facilities with regard to the limitations on the private business use and on the private security or payments with respect to bond-financed facilities;
- 5. ensure that no item of bond-financed property will be sold or transferred to a nonexempt party without advance arrangement of a "remedial action" under the applicable Treasury Regulations and the Compliance Officer shall consult with bond counsel prior to the sale or transfer of any bond-financed property; and
- 6. In the event of an action with respect to a bond financed asset, which may cause the private business tests or private loan financing test to be met, the Compliance Officer shall contact bond counsel for advice and ensure timely remedial action under IRS Regulation Sections 1.141-12.

Advance Refundings¹

The Compliance Officer shall be responsible for the following current, post issuance and record retention procedures with respect to advance refunding bonds:

- Identify and select bonds to be advance refunded with advice from internal financial personnel, and/or the Issuer's Financial Advisor;
- Identify, with advice from Advisors, any possible federal tax compliance issues prior to structuring any advance refunding;
- Review the structure with the input of the Advisors, of advance refunding issues prior to the issuance to ensure:
 - o that the proposed refunding is permitted pursuant to applicable federal tax requirements if there has been a prior refunding of the original bond issue;
 - o that the proposed issuance complies with federal income tax requirements which might impose restrictions on the redemption date of the refunded bonds;

¹ The Tax Cuts and Jobs Act of 2017 eliminated the authority to issue tax-exempt advance refundings. Taxable advance refundings may be issued.

- that the proposed issuance complies with federal income tax requirements which allow for the proceeds and replacement proceeds of an issue to be invested temporarily in higher yielding investments without causing the advance refunding bonds to become "arbitrage bonds"; and
- that the proposed issuance will not result in the Issuer's exploitation of the difference between tax exempt and taxable interest rates to obtain an financial advantage nor overburden the tax exempt market in a way that might be considered an abusive transaction for federal tax purposes.
- Collect and review data related to arbitrage yield restriction and rebate requirements for advance refunding bonds. To ensure such compliance, the Compliance Officer shall engage a rebate consultant to prepare a verification report in connection with the advance refunding issuance. Said report shall ensure said requirements are satisfied.
- Ensure, whenever possible, the purchase of demand deposit Treasury securities from the State and Local Governmental Series ("SLGS") to size each advance refunding escrow. The Financial Advisor shall be included in the process of subscribing SLGS. To the extent SLGS are not available for purchase, the Compliance Officer shall, in consultation with Bond Counsel and the Financial Advisor, comply with IRS regulations.
- To the extent as Issuer elects to the purchase a guaranteed investment contract, the Compliance Officer shall ensure, after input from Bond Counsel, compliance with any bidding requirements set forth by the IRS regulations.
- In determining the issue price for any advance refunding issuance, the Compliance Officer shall obtain and retain issue price certification by the purchasing underwriter at closing.
- After the issuance of an advance refunding issue, the Compliance Officer shall ensure timely identification of violations of any federal tax requirements and engage Bond Counsel in attempt to remediate same in accordance with IRS regulations.

Record Retention

Management and retention of records related to the Issuer's bond issues shall be supervised by the Compliance Officer. Records and documents pertaining to cancellation, transfer, redemption or replacement of Issuer bonds shall be preserved by the Issuer or its agent for a period of not less than 11 years, as set forth in Iowa Code Section 76.10. Other records shall be retained during the period in which the bonds remain outstanding (plus any refunding bonds) plus three (3) years. Records may be in the form of documents and electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.

The Compliance Officer shall collect and retain the following records with respect to each issue of Bonds of the Issuer and with respect to the facilities financed with the proceeds of such Bonds:

- audited financial statements of the Issuer;
- appraisals, demand surveys, or feasibility studies, if any, with respect to the facilities to be financed with the proceeds of such Bonds;
- applications, approvals and other documentation of grants;
- publications, brochures, and newspaper articles, if any, related to the bond financing;
- trustee or paying agent statements;
- records of all investments and the gains (or losses) from such investments;
- paying agent or trustee statements regarding investments and investment earnings;

- reimbursement resolutions, if any, and expenditures reimbursed with the proceeds of such Bonds;
- allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including any requisitions, expenditure/draw schedules, expenditure/draw requests, invoices, bills, and cancelled checks with respect to such expenditures;
- contracts entered into for the construction, renovation, or purchase of bond-financed facilities:
- an asset list or schedule of all bond financed depreciable property and any depreciation schedules with respect to such assets or property;
- records of the purchases and sales of bond-financed assets;
- private business uses of bond-financed facilities that arise subsequent to the date of issue
 through leases and subleases, licenses, management contracts, research contracts, naming
 rights agreements, or other arrangements that provide special legal entitlements to
 nongovernmental persons and copies of any such agreements or instruments; arbitrage rebate
 reports and records of rebate and yield reduction payments, if any; resolutions or other
 actions, if any, taken by the Board of Education subsequent to the date of issue with respect
 to such Bonds;
- formal elections authorized by the Code or Treasury Regulations that are taken with respect to such Bonds
- relevant correspondence relating to such Bonds;
- documents related to guaranteed investment contracts or certificates of deposit, credit enhancement transactions, and financial derivatives entered into subsequent to the date of issue:
- copies of any and all forms filed with the IRS for each series of Bonds including, as applicable, Form 8038-G, Form 8038-GC; and
- the official transcript prepared by Bond Counsel with respect to each series of Bonds of the Issuer.

Identification of Violations and Corrections

If, during the period the Bonds remain outstanding, it is determined that a violation of federal tax requirements has occurred, the Compliance Officer shall immediately consult with the Advisors to ensure that corrective or remedial action is taken. In consultation with Bond Counsel, the Compliance Officer shall become acquainted with the remedial actions under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the de minimus limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Compliance Officer shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program, described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Rules with respect to its outstanding Bonds.

Continuing Disclosure Obligations

In addition to its post-issuance compliance requirements under applicable provisions of the Rules, the Issuer has agreed to provide continuing disclosure, such as annual financial information and event notices, pursuant to a continuing disclosure certificate or similar document (the "Continuing Disclosure Certificate") prepared by Bond Counsel and made a part of the

transcript with respect to each issue of Bonds of the Issuer that is subject to such continuing disclosure requirements. The Continuing Disclosure Documents shall be executed by the Issuer to assist the underwriters of the Issuer's Bonds in meeting their obligations under Securities and Exchange Commission Regulation, 17 C.F.R. Section 240.15c2-12, as in effect and interpreted from time to time ("Rule 15c2-12"). The continuing disclosure obligations of the Issuer shall be governed by the Continuing Disclosure Certificate, by Rule 15c2-12, and by the Bond Disclosure Policy. The Compliance Officer shall be primarily responsible for undertaking such continuing disclosure obligations and to monitor compliance with such obligations.

Other Post-Issuance Actions

If, in consultation with the Advisors, the Compliance Officer determines that any additional action not identified in this policy must be taken by the Compliance Officer to ensure the continuing tax-exempt status or "qualified" status of any issue of the Issuer's Bonds, the Compliance Officer shall take such action if the Compliance Officer has the authority to do so. If, after consultation with the Advisors, the Compliance Officer determines that this policy shall be amended or supplemented to ensure the continuing tax-exempt status or "qualified" status of any issue of the Issuer's Bonds, the Compliance Officer shall follow the appropriate Issuer policy that this document be so amended or supplemented.

Taxable Governmental Bonds

Most of the provisions of this policy, other than the provisions Continuing Disclosure Obligations subsection of this policy, are not applicable to governmental Bonds the interest on which is includable in gross income for federal income tax purposes (i.e. "taxable governmental Bonds"). If an issue of taxable governmental Bonds is later refunded with the proceeds of an issue of tax-exempt governmental Bonds, then the uses of the proceeds of the taxable governmental Bonds and the uses of the facilities financed with the proceeds of the taxable governmental Bonds shall be relevant to the tax-exempt status of the refunding Bonds. Therefore, if there is any reasonable possibility that an issue of taxable governmental Bonds may be refunded, in whole or in part, with the proceeds of an issue of tax-exempt governmental Bonds then, for purposes of this policy, the Compliance Officer shall treat the issue of taxable governmental Bonds as if such issue were an issue of tax-exempt governmental Bonds and shall carry out and comply with the requirements of this policy with respect to such taxable governmental Bonds. The Compliance Officer shall seek the advice of Bond Counsel as to whether there is any reasonable possibility of issuing tax-exempt governmental Bonds to refund an issue of taxable governmental Bonds.

800 SERIES BUSINESS PROCEDURES

802.56 Bond Disclosure Policy

Article I: Key Participants and Responsibilities

Section 1.01. <u>Compliance Officer</u>. By adoption of this policy, the district hereby appoints the board treasurer to act as the Compliance Officer hereunder.

Section 1.02. <u>Responsibilities.</u> The Compliance Officer is responsible for the following tasks:

- (A) reviewing and approving all preliminary and final official statements relating to the district's securities, together with any supplements, for which a Disclosure Agreement is required (each, an "Official Statement"), before such documents are released, in accordance with Article III below;
- (B) moderating board of directors' approval of all financial obligations triggering a Listed Event Notice under any new Disclosure Agreement entered into on or after February 27, 2019;
- (C) reviewing the district's status and compliance with Disclosure Agreements, including filings of disclosure documents thereunder and in compliance with this policy, in accordance with Articles IV and V below;
- (D) serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any disclosure document;
- (E) recommending changes to this policy to the board of directors as necessary or appropriate;
- (F) communicating with third parties, including coordination with outside consultants assisting the district, in the preparation and dissemination of disclosure documents to make sure that assigned tasks have been completed on a timely basis and make sure that the filings are made on a timely basis and are accurate;
- (G) in anticipation of preparing disclosure documents, soliciting "material" information (as defined for purposes of federal securities law) from employees identified as having knowledge of or likely to have information of Listed Events under Article IV or relevant to Disclosure Agreements;
- (H) maintaining records documenting the district's compliance with this policy; and
- (I) ensuring compliance with training procedures as described below.

The responsibilities of the Compliance Officer to make certain filings with the MSRB under Articles III (Annual Report Filings) and IV (Listed Event Filings) may be delegated by contract to a dissemination agent, under terms approved by the board of directors.

The Compliance Officer shall instruct employees of the obligation to communicate with the Compliance Officer on any information relating to financial obligations or amendments to existing financial obligations promptly following occurrence.

Article II: Official Statements

Section 2.01. Review and Approval of Official Statements. Whenever the district issues securities, an Official Statement may be prepared. Each of these Official Statements contains information relating to the district's finances. The Compliance Officer (with advice from bond counsel, any retained disclosure counsel, and/or financial advisor) shall have primary responsibility for ensuring that all such information is accurate and not misleading in any material aspect. The Official Statement may also include a certification that the information contained in the Official Statement regarding the district, as of the date of each Official Statement, does not contain any untrue statement of material fact or omit to state any material fact necessary to make the information contained in the Official Statement, in light of the circumstances under which it was provided, not misleading. When undertaking review of a final or preliminary Official Statement, the Compliance Officer shall:

- (A) review the Official Statement to ensure: (i) that there are no material misstatements or omissions of material information in any sections, (ii) that the information relating to the district that is included in the Official Statement is accurate, and (iii) that when necessary the information relating to the district has been reviewed by a knowledgeable employee or other appropriate person;
- (B) draft, or cause to be drafted, for the Official Statement descriptions of (i) any material current, pending or threatened litigation, (ii) any material settlements or court orders and (iii) any other legal issues that are material information for purposes of the Official Statement; and
- (C) report any significant disclosure issues and concerns to the board of directors (with advice, as necessary, from bond counsel, retained disclosure counsel, if any, and/or financial advisor).

Section 2.02. <u>Submission of Official Statements to Board of Directors for Approval</u>. The Compliance Officer shall submit all Official Statements to the board of directors for review and approval. The board of directors shall undertake such review it deems necessary. This may include consultation with the Compliance Officer, bond counsel, retained disclosure counsel, if any, and/or the financial advisor to fulfill the district's responsibilities under applicable federal and state securities laws.

Article III: Annual Report Filings

Section 3.01. Overview. Under the Disclosure Agreements the district has entered into in connection with certain of its securities, the district is required each year to file Annual Reports with the EMMA system. Such Annual Reports are generally required to include: (1) certain updated financial and operating information as outlined in each Disclosure Agreement, and (2) the district's audited financial statements. The documents, reports and notices required to be submitted to the MSRB pursuant to this policy shall be submitted through EMMA in one or more electronic document format files as required by the rule at the time of filing, and shall be accompanied by identifying information, in the manner prescribed by the MSRB, or in such other manner as is consistent with the Rule. To facilitate the district's Disclosure Agreements the Compliance Officer shall:

- (A) maintain a record of all Disclosure Agreements of the district using a chart which shall identify and docket all deadlines;
- (B) schedule email reminders on the EMMA website for each issue of securities to help ensure timely filing of financial disclosures;
- (C) ensure that preparation of the Annual Reports commences as required under each specific Disclosure Agreement; and
- (D) comply with the district's obligation to file Annual Reports by submitting or causing the required (i) annual financial information and operating data and (ii) audited financial statements to be submitted to the MSRB through EMMA.
 - (i) In the event audited financial statements are not available by the filing deadline imposed by the Disclosure Agreement, the Compliance Officer shall instead timely submit or cause to be submitted unaudited financial statements, with a notice to the effect that the unaudited financial statements are being provided pending the completion of audited financial statements and that the audited financial statements will be submitted to EMMA when they have been prepared. In the event neither audited nor unaudited financial statements are timely posted, the district shall cause to be filed a "failure to file notice" in accordance with the Rule. The failure to file notice for audited financial statements shall include information describing the nature and/or cause of the failure to meet the contractual deadline and, if available, an approximate timeframe for when the completed audited financial statement is expected to be submitted. Audited financial statements shall be filed as soon as available. If updated financial and operating information is not posted by the filing deadline, the Compliance Officer shall cause a "failure to file notice" to be posted to EMMA in accordance with the Rule.
 - (ii) All documents submitted to the MSRB through EMMA that are identified by specific reference to documents already available to the public on the MSRB's

Internet website or filed with the SEC shall be clearly identified by cross reference.

Article IV: *Listed Event Filings*

Section 4.01. <u>Disclosure of Listed Events</u>. The district is obligated to disclose to the MSRB notice of certain specified events with respect to the Securities (a "Listed Event"). Employees shall be instructed to notify the Compliance Officer upon becoming aware of any of the Listed Events in the District's Disclosure Agreements. The Compliance Officer may consult with bond counsel, retained disclosure counsel, if any, or the financial advisor, to determine if an occurrence is a Listed Event, and whether a filing is required or is otherwise desirable. If such a filing is deemed necessary, the Compliance Officer shall cause a notice of the Listed Event (a "Listed Event Notice") that complies with the Rule to be prepared, and the Compliance Officer shall cause to be filed the Listed Event Notice as required by the rule as follows:

- (A) Prior to issuance of new Securities on or after February 27, 2019, a complete list of current Financial Obligations shall be compiled and submitted to the Compliance Officer for continuous monitoring regarding compliance with all Disclosure Agreements entered on or after February 27, 2019.
- (B) The Compliance Officer shall:
 - (i) monitor and periodically review the Listed Events identified on Exhibit A, in connection with the Disclosure Agreements identified on the chart in Exhibit B to determine whether any event has occurred that may require a filing with EMMA. To the extent Compliance Officer determines notice for an event is not required based on the event not achieving a level of materiality, Compliance Officer shall document the basis for the determination.
 - (ii) In a timely manner, not in excess of ten (10) business days after the occurrence of the Listed Event, file a Listed Event Notice for Securities to which the Listed Event applies.
- (C) For Securities to which the Listed Event or Events are applicable, the Listed Event Notice shall be filed in a timely manner not in excess of ten (10) business days after the occurrence of the Listed Event.
- (D) The Compliance Officer shall monitor securities data on EMMA regarding rating agency reports for rated Securities and may subscribe to any available ratings agency alert service regarding the ratings of any securities.

Article V: Miscellaneous

Section 5.01. <u>Documents to be Retained</u>. The Compliance Officer shall be responsible for retaining records demonstrating compliance with this Policy. The Compliance Officer shall retain an electronic or paper file ("Transcript") for each Annual Report the district completes. Each Transcript shall include final versions of documents submitted to the MSRB through EMMA, and any documentation related to determinations of materiality (or immateriality) of Listed Events. The Transcript shall be maintained for the period that the applicable securities are outstanding, and for a minimum of five (5) years after the date the final Annual Report for an issue of Securities is posted on EMMA.

Section 5.02. Education and Training. The district shall conduct periodic training to assist the Compliance Officer, Employees and the Supervisors, as necessary and appropriate, in understanding and performing their responsibilities under this Policy. Such training sessions may include a review of this policy, the disclosure obligations under the Disclosure Agreement(s), applicable federal and state securities laws, including the Listed Events in Exhibit A, and the disclosure responsibilities and potential liabilities of members of district staff and members of the board of directors. Training sessions may include meetings with bond counsel, retained disclosure counsel, if any, dissemination agent, if any, or financial advisor, and teleconferences, attendance at seminars or conferences where disclosure responsibilities are discussed, and/or recorded presentations. Compliance Officer shall maintain a record of training activities in furtherance of this policy.

Section 5.03. Public Statements Regarding Financial Information. Whenever the district makes statements or releases information relating to its finances to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Listed Event Notices, statements in the annual financial reports, and other financial reports and statements of the district), the district is obligated to ensure that such statements and information are accurate and complete in all material aspects. The Compliance Officer shall assist the board of directors, the superintendent, and district's attorneys in ensuring that such statements and information are accurate and not misleading in any material aspect. Employees shall, to the extent possible, coordinate statements or releases as outlined above with the Compliance Officer. Investment information published on the district's website shall include a cautionary statement referring investors to EMMA as the official repository for the district's securities-related data.

Cross-Reference: 802.50 Bond Issues 802.55 Post-Issuance Compliance Regulation

Adopted: April 18, 2022

EXHIBIT A

LISTED EVENTS

The following events automatically trigger a requirement to file on EMMA within ten (10) business days of their occurrence (listed events are subject to change by the SEC):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, *if material*;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, *if material*;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person¹;

Note to paragraph (b)(5)(i)(C)(12):

For the purposes of the event identified in paragraph (b)(5)(i)(C)(12) of this section, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body

¹ The term "obligated person" for purposes of the Rule shall mean the party, if other than the District, responsible for the Securities, e.g. in a conduit issue sold through the District, the conduit party would be the "obligated person" under the Disclosure Agreement.

and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

Additionally, the following events apply to Disclosure Agreements entered by the district <u>on or</u> after February 27, 2019:

- (15) Incurrence of a Financial Obligation of the obligated person, *if material*², or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, *if material**; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

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² Materiality is determined upon the incurrence of each distinct Financial Obligation, taking into account all relevant facts and circumstances. A Financial Obligation is considered to be incurred when it is enforceable against the District. Listed Event Notices for Financial Obligations (e.g. under 15 and 16 above) should generally include a description of the material terms of the Financial Obligation, including: (i) date of the incurrence, (ii) principal amount, (iii) maturity and amortization; (iv) interest rate(s), if fixed, or method of computation, if variable, (v) other appropriate terms, based on the circumstances. In addition to a summary of material terms, the District may alternatively, or in addition, submit related materials, such as transaction documents (which may require some redaction), terms sheets prepared in connection with the Financial Obligation, or continuing covenant agreements or financial covenant reports.

EXHIBIT B DISCLOSURE AGREEMENT INVENTORY

Complete upon each new issuance

NAME OF	DATE OF	FINAL	CUSIP FOR	DATE BY WHICH	ANNUAL REPORTS	SOURCE OF	DATE
ISSUE/PRINCIP	ISSUE	MATURIT	FINAL	ANNUAL REPORTS	INFORMATION TO BE	Information	Information
AL AMOUNT		Y DATE	MATURITY	MUST BE FILED (OR	FILED		WAS FILED
				"EXEMPTION"			
				UNDER THE RULE)			



Item Cover Sheet

Title: Authorize issuance proceedings on not to exceed \$31.2 million SAVE Revenue Bonds

Extended Information:

Superintendent's recommendation:

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

ATTACHMENTS:

File Name

Description

Resolution Appointing Paying Agent,
Bond Registrar, and Transfer Agent;
Tax Exemption Certificate, Continuing
Disclosure Certificate; Resolution
Authorizing the Terms of Issuance and
Providing Payment of Bonds

Type

Upload Date

Resolution Agent;
Tax Exemption Certificate, Continuing
Disclosure Certificate; Resolution
Authorizing the Terms of Issuance and
Providing Payment of Bonds

ITEMS TO INCLUDE ON AGENDA

ANKENY COMMUNITY SCHOOL DISTRICT

\$28,990,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022A

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of Same.
- Approval of Tax Exemption Certificate.
- Approval of Continuing Disclosure Certificate.
- Resolution Authorizing the Terms of Issuance and Providing for and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds.

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

	irectors of the Ankeny Community School Dision, in the Board Room, 306 S.W. School Street	·
	e date. There were present President	
Absent:		
Vacant:		

* * * * * * * *

Board Member	introduced the following Resolution entitled
"RESOLUTION APPOINTING PAYING A	GENT, BOND REGISTRAR, AND TRANSFER
AGENT, APPROVING THE PAYING AG	GENT, BOND REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZIN	NG THE EXECUTION OF SAME" and moved its
	seconded the motion to adopt. The roll was
called, and the vote was:	
AYES:	
NAYS:	
The President declared the Resolution	adopted.
	•
* * *	* * * * *
	moved that the form of Tax Exemption
	ard Member seconded the
motion. The roll was called, and the vote was	:
AYES:	
NAYS:	
The President declared the Motion add	

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	moved that the form of Confile and approved. Board Member	
motion. The roll was ca		seconded the
AYES:		
NAYS:		
The President de	clared the Motion adopted.	
	* * * * * * *	
"RESOLUTION AUTH SECURING THE PA SERVICES AND USE COMMUNITY SCHOO CHAPTERS 423E AND OF PAYMENT OF	introduced the following ORIZING AND PROVIDING FOR THE TERMS OF YMENT OF \$28,990,000 SCHOOL INFRASTRUE TAX REVENUE BONDS, SERIES 2022A, OLD L DISTRICT, STATE OF IOWA, UNDER THE 423F OF THE CODE OF IOWA, AND PROVIDING SAID BONDS," and moved its adoption. seconded the motion to adopt. The roll was called, a	F ISSUANCE AND UCTURE SALES, F THE ANKENY PROVISIONS OF FOR A METHOD Board Member
NAYS:		
The President de	clared the Resolution adopted.	
	* * * * * * *	

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF SAME

WHEREAS, pursuant to the provisions of Iowa Code Section 423E.5 and Chapter 423F, \$28,990,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022A (the "Bonds"), dated the date of delivery, have been sold and action should now be taken to provide for the maintenance of records, registration of Bonds and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer, and payment of registered Bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the School Board and UMB Bank, N.A.:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE ANKENY COMMUNITY SCHOOL DISTRICT:

Section 1. That UMB Bank, N.A. of West Des Moines, Iowa, is appointed to serve as Paying Agent, Bond Registrar, and Transfer Agent in connection with the issuance of \$28,990,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022A, dated the date of delivery.

Section 2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is approved and that the President and Secretary of the Board of Directors are authorized to sign the Agreement on behalf of the School District.

PASSED AND APPROVED this 18th day of April, 2022.

ATTEST:	President of the Board of Directors
Secretary of the Board of Directors	

RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$28,990,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2022A, OF THE ANKENY COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS

WHEREAS, pursuant to Iowa Code Chapters 423E and 423F, the Board of Directors of the Ankeny Community School District, State of Iowa, (the "Issuer" or "School District") is currently entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure, the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the Issuer pursuant to Iowa Code Section 423F.2, as amended, and which taxes are and will continue to be collected as set forth therein and said revenues are available for the payment of revenue bonds, subject to the following premises; and

WHEREAS, pursuant to Iowa Code Chapters 423E and 423F, and an election duly held in accordance therewith on March 2, 2021, the Board of Directors of the Ankeny Community School District, State of Iowa, is currently entitled to spend School Infrastructure Tax Revenues for "school infrastructure" purposes; and

WHEREAS, the School District has complied with the provisions of Iowa Code Section 423F.4 by holding a public hearing on March 7, 2022, with notice published not less than ten nor more than twenty days ahead of that hearing, and did not receive a petition requesting an election on the question of issuing the Bonds; and

WHEREAS, to build, furnish and equip a new elementary school building are hereby found and declared to be eligible "school infrastructure projects" within the meaning of the proposition approved by the electors of the Issuer, and the designated portion of the School Infrastructure Sales, Services and Use Tax Revenue to be used for such projects shall be allocated first to the repayment of School Infrastructure Sales, Services and Use Tax Revenue Bonds issued for the purposes of the Project (as hereinafter defined) and maintaining a reserve therefor; and

WHEREAS, Issuer proposes to issue its School Infrastructure Sales Services and Use Tax Revenue Bonds, Series 2022A, in the amount of \$28,990,000 (the "Bonds") for the purpose of defraying the costs of the Project, and to pay costs of issuance and to fund a reserve fund related thereto; and

WHEREAS, in the Prior Bond Resolutions (as hereinafter defined) authorizing the issuance of the Outstanding Bonds (as hereinafter defined), it is provided that additional School Infrastructure Sales, Services and Use Tax Revenue Bonds may be issued on a parity with the Outstanding Bonds, provided that there has been procured and placed on file with the Secretary of the Board of Directors, a statement complying with the conditions and limitations therein imposed upon the issuance of said Parity Bonds; and

WHEREAS, a statement of PFM Financial Advisors, LLC, an independent financial advisor not in the regular employ of the Issuer, has been placed on file in the office of the Secretary

of the Board of Directors, showing the conditions and limitations of said Prior Bond Resolutions dated February 16, 2015, September 12, 2016, and May 18, 2020, with regard to the sufficiency of School Infrastructure Tax Revenues to permit the issuance of additional School Infrastructure Sales, Services and Use Tax Revenue Bonds ranking on a parity with the Outstanding Bonds to have been met and satisfied as required; and

WHEREAS, pursuant to the provisions of Iowa Code Chapters 423E and 423F, the abovementioned Bonds were authorized to be issued and sold and action should now be taken to issue the Bonds conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE ANKENY COMMUNITY SCHOOL DISTRICT IN THE COUNTY OF POLK, STATE OF IOWA:

Section 1. <u>Definitions</u>. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Act" shall mean Iowa Code Chapters 423E and 423F, as from time to time amended and supplemented.
- "Additional Bonds" shall mean any school infrastructure sales, services and use tax revenue bonds issued on a parity with the Bonds in accordance with the provisions of this Resolution.
- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean the person in whose name such Bond is recorded as the beneficial owner of a Bond by a Participant on the records of such Participant or such person's subrogee.
- "Bond(s)" shall mean \$28,990,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022A, authorized to be issued by this Resolution.
 - "Bond Fund" shall mean the Sinking Fund.
- "Bond Proceeds" shall mean the amount actually received from the sale of the Bonds and paid to the Issuer on the Closing Date.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Closing Date" shall mean the date of the delivery of the Bonds in exchange for the agreed upon purchase price.

- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
 - "Debt Service Fund" shall mean the Sinking Fund.
- "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, a limited purpose trust company, or any successor book-entry securities depository appointed for the Bonds.
- "Economic Refunding" shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Bonds or the Outstanding Bonds in accordance with Section 20 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds not greater than the total (remaining) debt service on the refunded bonds; (ii) shall not have a payment in any Fiscal Year (through maturity of the new bonds) that is greater than the payment on the Bonds or Outstanding Bonds being refunded, and (iii) shall not extend the final maturity of the refunded bonds.
- "Fiscal Year" shall mean the twelve-month period beginning on July l of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the Issuer. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.
 - "Governing Body" shall mean the Board of Directors of the School District.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants, an independent financial advisor, or the Auditor of State.
- "Insurance Policy" shall mean the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due.
- "Insurer" shall mean Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.
- "Issuer" and "School District" shall mean the Ankeny Community School District.

- "Original Purchaser" shall mean UBS Financial Services Inc. of New York, New York.
- "Outstanding Bonds" shall mean the \$9,115,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015B, dated March 3, 2015, issued in accordance with the Prior Bond Resolution, of which \$5,875,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2015B Bonds"); the \$46,615,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2016, dated September 23, 2016, issued in accordance with the Prior Bond Resolution, of which \$27,365,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues (the "Series 2016 Bonds"); and the \$34,060,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020A, dated June 30, 2020, issued in accordance with the Prior Bond Resolution, of which \$30,990,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues(the "Series 2020A Bonds").
- "Parity Bonds" shall mean School Infrastructure Sales, Services and Use Tax Revenue Bonds, notes, or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Bonds herein authorized to be issued and shall include Additional Bonds as authorized to be issued under the terms of this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Permitted Investments" shall mean any investments permitted in Iowa Code Chapter 12B or Section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Bonds or project costs.
- "Prior Bond Resolutions" shall mean a certain resolution adopted by the Issuer on February 16, 2015, September 12, 2016, May 18, 2020 authorizing the issuance of the Outstanding Bonds.
- "Project" shall mean a school infrastructure project as authorized by the electors at the election held March 2, 2021 and the Act, including build, furnish and equip a new elementary school building.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Representation Letter" shall mean the Blanket Issuer Letter of Representations executed and delivered by the Issuer to DTC on file with DTC.
- "Reserve Fund" shall mean the reserve fund established in Section 16 of this Resolution.
- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum amount of the principal and interest coming due on the Bonds and Parity Bonds secured by the Reserve Fund; (b) 10% of the stated principal amount of the Bonds and Parity Bonds secured by the Reserve Fund (for issues with original issue discount the issue price as defined in the Tax Exemption Certificate shall be substituted for the stated principal amount) or (c) 125% of the average principal and interest coming due on the Bonds and Parity Bonds secured by the Reserve Fund. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.
- "Revenue Fund" shall mean the revenue fund established in Section 16 of this Resolution.
- "School Infrastructure Tax" shall mean the School District's portion of the one percent (1%) sales, services and use tax imposed by the State of Iowa for school infrastructure purposes which must be deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Iowa Code Section 423F.2, as amended.
- "School Infrastructure Tax Revenues" shall mean all of the revenues received by the School District in each Fiscal Year from the imposition of the School Infrastructure Tax (including, without limitation, any revenues received by the School District from interest and penalties on delinquent collections of the School Infrastructure Tax).
- "Secretary" shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

- "Sinking Fund" shall mean the Sinking Fund established in Section 16 of this Resolution.
 - "State" shall mean the State of Iowa.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.
- "Yield Restricted" shall mean any amount required to be invested at a yield that is not materially higher than the yield on the Bonds under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. <u>Authority</u>. The Bonds authorized by this Resolution shall be issued pursuant to Iowa Code Section 423E.5 and Iowa Code Chapter 423F and be in compliance with all applicable provisions of the Constitution and laws of the State of Iowa.

Section 3. <u>Authorization and Purpose</u>. There shall be issued negotiable, serial, fully registered, School Infrastructure Sales, Services and Use Tax Revenue Bonds of the Ankeny Community School District, in the of County of Polk, State of Iowa, in the aggregate amount of \$28,990,000 for the purpose of paying costs of the Project and costs of issuance.

Section 4. Source of Payment. The Bonds herein authorized and the Parity Bonds, together with the interest thereon shall be payable solely and only from the School Infrastructure Tax Revenues and shall be a first lien on the future School Infrastructure Tax Revenues received by the School District under the Act. The Bonds shall not be general obligations of the Issuer nor shall the Issuer's full faith and credit and taxing power be pledged to the payment thereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay the Bonds, except the School Infrastructure Tax Revenues pledged under this Resolution. The Issuer shall be in no manner liable by reason of the failure of the School Infrastructure Tax Revenues to be sufficient for the payment of the Bonds.

Section 5. <u>Bond Details</u>. School Infrastructure Sales, Services and Use Tax Revenue Bonds of the School District in the amount of \$28,990,000 are issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F for the aforesaid purposes, and the provisions of a subsequent purchase agreement which is approved and made a part hereof by reference. The Bonds shall be designated "SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BOND, SERIES 2022A," be dated the date of delivery, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2022 and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary and shall be fully registered as to

both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire, or electronic funds transfer to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or denominations thereof. Said Bonds shall mature and bear interest as follows:

Principal	Interest	Maturity
<u>Amount</u>	<u>Rate</u>	June 1
\$565,000	5.000%	2023
\$675,000	5.000%	2024
\$705,000	5.000%	2025
\$730,000	5.000%	2026
\$765,000	5.000%	2027
\$795,000	5.000%	2028
\$1,500,000	5.000%	2029
\$1,575,000	5.000%	2030
\$1,650,000	5.000%	2031
\$3,520,000	3.000%	$2033^{(1)}$
\$3,735,000	3.000%	$2035^{(2)}$
\$3,960,000	3.125%	$2037^{(3)}$
\$4,235,000	4.000%	$2039^{(4)}$
\$4,580,000	4.000%	$2041^{(5)}$

(1)<u>Term Bonds Maturing June 1, 2033</u>. Bonds in the aggregate principal amount of \$3,520,000 shall be issued as Term Bonds maturing as to principal on June 1 2033, shall bear interest at 3.000% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

The 2033 Term Bonds

Principal Amount		
of Mandatory	Interest	Date of Redemption
Redemption	Rate	June 1
\$1,735,000	3.000%	2032
\$1,785,000	3.000%	2033*

^{*}Final Maturity

(2) Term Bonds Maturing June 1, 2035. Bonds in the aggregate principal amount of \$3,735,000 shall be issued as Term Bonds maturing as to principal on June 1 2035, shall bear interest at 3.000% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

The 2035 Term Bonds

Principal Amount		
of Mandatory	Interest	Date of Redemption
Redemption	Rate	June 1
\$1,840,000	3.000%	2034
\$1,895,000	3.000%	2035*

^{*}Final Maturity

(3)<u>Term Bonds Maturing June 1, 2037</u>. Bonds in the aggregate principal amount of \$3,960,000 shall be issued as Term Bonds maturing as to principal on June 1 2037, shall bear interest at 3.125% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

The 2037 Term Bonds

Principal Amount		
of Mandatory	Interest	Date of Redemption
Redemption	Rate	June 1
\$1,950,000	3.125%	2036
\$2,010,000	3.125%	2037*

^{*}Final Maturity

(4)<u>Term Bonds Maturing June 1, 2039</u>. Bonds in the aggregate principal amount of \$4,235,000 shall be issued as Term Bonds maturing as to principal on June 1 2039, shall bear interest at 4.000% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

The 2039 Term Bonds

Principal Amount		
of Mandatory	Interest	Date of Redemption
Redemption	Rate	June 1
\$2,075,000	4.000%	2038
\$2,160,000	4.000%	2039*

^{*}Final Maturity

(5)<u>Term Bonds Maturing June 1, 2041</u>. Bonds in the aggregate principal amount of \$4,580,000 shall be issued as Term Bonds maturing as to principal on June 1 2041, shall bear interest at 4.000% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

The 2041 Term Bonds

Principal Amount of Mandatory	Interest	Date of Redemption
Redemption	Rate	June 1
\$2,245,000 \$2,335,000	4.000% 4.000%	2040 2041*

^{*}Final Maturity

Section 6. Optional Redemption. Bonds maturing after June 1, 2030, may be called for optional redemption by the Issuer on that date, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

If less than all of a maturity is called for redemption, the Issuer will direct the Registrar to notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. If DTC is no longer providing services with respect to the Bonds, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached. All prepayments shall be at a price of par plus accrued interest.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the Board shall determine.

Section 7. <u>Issuance of Bonds in Book-Entry Form; Replacement Bonds</u>.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in the Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount

of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount); and such Depository Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Payment of principal and of semi-annual interest for any Depository Bond shall be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest and principal payment date for the Bonds at the address indicated in or pursuant to the Representation Letter.

b) With respect to Depository Bonds, neither the Issuer nor the Paying Agent shall have any responsibility or obligation to any Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or its nominee or of any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any notice with respect to the Bonds, (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any amount with respect to the principal of, premium, if any, or interest on the Bonds, or (iv) the failure of DTC to provide any information or notification on behalf of any Participant or Beneficial Owner.

The Issuer and the Paying Agent may treat DTC or its nominee as, and deem DTC or its nominee to be, the absolute owner of each Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of all other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes whatsoever (except for the giving of certain Bondholder consents, in accordance with the practices and procedures of DTC as may be applicable thereto). The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Bondholders as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on the Bonds to the extent so paid. Notwithstanding the provisions of this Resolution to the contrary (including without limitation those provisions relating to the surrender of Bonds, registration thereof, and issuance in Authorized Denominations), as long as the Bonds are Depository Bonds, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder, and the Paying Agent shall comply therewith.

- c) Upon (i) a determination by the Issuer that DTC is no longer able to carry out its functions or is otherwise determined unsatisfactory, or (ii) a determination by DTC that the Bonds are no longer eligible for its depository services or (iii) a determination by the Paying Agent that DTC has resigned or discontinued its services for the Bonds, to the extent authorized by law, the Issuer shall (A) designate a satisfactory substitute depository as set forth below or, if a satisfactory substitute is not found, (B) provide for the exchange of Depository Bonds for replacement Bonds in Authorized Denominations.
- d) If the Issuer determines to provide for the exchange of Depository Bonds for Bonds in Authorized Denominations, to the extent authorized by law, the Issuer shall so

notify the Paying Agent and shall provide the Registrar with a supply of executed unauthenticated Bonds to be so exchanged. The Registrar shall thereupon notify the owners of the Bonds and provide for such exchange, and to the extent that the Beneficial Owners are designated as the transferee by the owners, the Bonds will be delivered in appropriate form, content, and Authorized Denominations to the Beneficial Owners, as their interests appear.

- e) Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.
- f) The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed. The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds.

Section 8. <u>Registration of Bonds</u>; <u>Appointment of Registrar</u>; <u>Transfer</u>; <u>Ownership</u>; <u>Delivery</u>; and <u>Cancellation</u>.

- a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds (the "Registration Books"), and in no other way. UMB Bank, N.A. of West Des Moines, Iowa is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds and for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.
- b) <u>Transfer</u>. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations

permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

- c) <u>Registration of Transferred Bonds</u>. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.
- d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.
- e) <u>Cancellation</u>. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the canceled Bonds to the Issuer.
- f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon

furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

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

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. <u>Right to Name Substitute Paying Agent or Registrar</u>. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

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

(Form of Bond)

"Registered"	"Registered"
R	\$

STATE OF IOWA ANKENY COMMUNITY SCHOOL DISTRICT COUNTY OF POLK SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2022A

<u>Rate</u>	<u>Maturity</u>	Bond Date	CUSIP No.	
%	June 1.	Date of Delivery	035361	

The Ankeny Community School District, in the County of Polk, State of Iowa, a school corporation organized and existing under and by virtue of the Constitution and laws of the State

of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

CEDE & CO.

or registered assigns, the principal sum of (PRINCIPAL AMOUNT WRITTEN OUT) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, upon surrender at the office of UMB Bank, N.A. of West Des Moines, Iowa, Paying Agent of this issue, or successor with interest on the sum from the date hereof payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

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

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

This Bond is issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F, as amended, for the purpose of paying costs of a School Infrastructure Project defined in and in conformity with the Act and to a Resolution of the Board of Directors of the Issuer, duly passed and approved (the "Bond Resolution" or "Resolution"). For a complete statement of the revenues and funds from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the above-described Resolution. Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution.

Bonds maturing after June 1, 2030, may be called for optional redemption by the Issuer on that date, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

If less than all of a maturity is called for redemption, the Issuer will direct the Registrar to notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each

Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. If DTC is no longer providing services with respect to the Bonds, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached. All prepayments shall be at a price of par plus accrued interest.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the Board shall determine.

Term Bonds maturing in 2033 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on June 1 of the years 2032 to 2033, inclusive.

Term Bonds maturing in 2035 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on June 1 of the years 2034 to 2035, inclusive.

Term Bonds maturing in 2037 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on June 1 of the years 2036 to 2037, inclusive.

Term Bonds maturing in 2039 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on June 1 of the years 2038 to 2039, inclusive.

Term Bonds maturing in 2041 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on June 1 of the years 2040 to 2041, inclusive.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms a part, and any Additional Bonds which may be hereafter issued and outstanding from time to time on a parity with said Bonds, as provided in the Bond Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured solely and only by a pledge of certain School Infrastructure Tax Revenues as defined and provided in said Resolution. The Issuer covenants and agrees that it will allocate such School Infrastructure Tax Revenues to a Sinking Fund to meet the principal of and interest on this series of Bonds, and other bonds ranking on a parity therewith, as the same become due.

This Bond is not a general obligation of the Issuer nor is the Issuer's full faith and credit and taxing power pledged to the payment hereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay this Bond, except the School Infrastructure Tax Revenues pledged under the Resolution. Under no circumstances shall the Issuer be in any manner liable by reason of the failure of said School Infrastructure Tax Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions, and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said Issuer by its Board of Directors has caused this Bond to be signed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary, and authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A. of West Des Moines, Iowa.

Date of authentication: Closing Date	BOARD OF DIRECTORS OF THE ANKENY COMMUNITY SCHOOL DISTRICT IN THE COUNTY OF POLK, STATE OF IOWA				
This is one of the Bonds described in the Resolution, as registered by UMB Bank, N.A. of West Des Moines, Iowa.					
UMB BANK, N.A. OF WEST DES MOINES, IOWA, Registrar	By: (manual or facsimile signature) President of the Board				
	ATTEST:				
By:					
Authorized signature	By: (manual or facsimile signature) Secretary of the Board				
Registrar and Transfer Agent: UMB Bank, N.A.					
Paying Agent: UMB Bank, N.A.					
(Seal)					

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to UMB Bank, N.A., Des Moines, Iowa, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

ASSIGNMENT

For			the undersigned (Social Security	•	•	_		
Bond and co			oints					
Bond on the premises.	books	kept for	registration of the	nis Bond,	with full	power	of sub	stitution in the
Dated	d:						_	
							_	
	(Pers	on(s) exec	euting this Assign	ment sign	(s) here)			
SIGNATUR	E)						
GUARANTI	EED)						
		IN	MPORTANT - R	EAD CA	REFULI	Υ		
of the Regis	trar and	d Transfer	rovided in accord Agent which ma which participate	ay require	signature	es to be	guaran	teed by certain
IN	FORM	IATION I	REQUIRED FO	R REGIS	TRATIO	N OF T	RANS	FER
Name of Tra	nsferee	(s)						
Address of T								
Social Secur								
Nun	nber of	Transferee	e(s)					
Transferee i								
	vidual*				Corporation	on		
Partnership Trust								
*If the Bond	is to be	e registered	d in the names of	multiple	individual	l owners,	the na	ames of all such

owners and one address and social security number must be provided.

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

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

[END OF FORM OF BOND]

Section 14. <u>Equality of Lien</u>. The timely payment of principal of and interest on the Bonds and Parity Bonds shall be secured equally and ratably by the School Infrastructure Tax Revenues without priority by reason of number or time of sale or delivery. The School District irrevocably pledges the School Infrastructure Tax Revenues to secure the timely payment of both principal and interest on the Bonds and Parity Bonds and all other accounts due under the Bonds and Parity Bonds as the same become due.

Section 15. <u>Application of Bond Proceeds - Project Fund</u>. Proceeds of the Bonds shall be applied as follows:

- An amount equal to accrued interest shall be deposited in the Sinking Fund for application to the first payment of interest on the Bonds.
- An amount sufficient to meet the Reserve Fund Requirement shall be deposited in the Reserve Fund.
- There is hereby created a Project Fund, to be held by the Issuer, into which the balance of the Bond Proceeds shall be deposited and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other School Infrastructure Tax Revenues shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code, and this Resolution.

Section 16. <u>Application of Revenues</u>. The provisions of the Prior Bond Resolutions are hereby ratified and confirmed. Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds named in this Section shall be inclusive of payments required in respect to the Outstanding Bonds. The provisions of the Prior Bond Resolutions authorizing the Outstanding Bonds and the

provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the bonds authorized by said resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

As long as any of the Outstanding Bonds, the Bonds or Parity Bonds shall be outstanding and unpaid either as to principal or interest, or until all of the Bonds and Parity Bonds then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, all of the receipts of the School Infrastructure Tax Revenues shall be deposited as collected with the Issuer in a special fund to be known as the Ankeny Community School District School Infrastructure Sales and Services Tax Revenue Fund (the "Revenue Fund"), to be held by the Issuer and shall be disbursed in the following priority and only as follows:

- Sinking Fund. The provisions in the Prior Bond Resolutions, whereby there was created and is to be maintained a Sinking Fund, to be held by the Issuer and for the monthly payment into said fund from future School Infrastructure Tax Revenues such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Bonds are hereby ratified and confirmed; provided, however, that the amounts to be set aside and paid into the Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Bonds, but also the principal and interest of the Bonds herein authorized to be issued. The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the Outstanding Bonds, and the then outstanding Bonds and Parity Bonds plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Outstanding Bonds, and the Bonds on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Outstanding Bonds, the Bonds and Parity Bonds as the same shall become due and payable. Accrued interest, if any, shall be deposited in the Sinking Fund.
- 2. Reserve Fund. The provisions in the Prior Bond Resolutions whereby there was created and is to be maintained a debt service reserve in an amount equal to the Reserve Fund Requirement for the Outstanding Bonds which shall be held by the Issuer is hereby ratified and confirmed, and all such provisions inure to the Bonds. Per the Prior Bond Resolution for the Series 2016 Bonds, the Series 2016 Bonds are not secured by the Reserve Fund. In each month there shall be deposited in the Reserve Fund an amount equal to one hundred percent of the amount required by the Prior Bond Resolution and by this Resolution to be deposited in such month in the Reserve Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than the Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue

Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Series 2015B Bonds, the Series 2020A Bonds, and the Bonds for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount. On the Closing Date, \$356,697.06 of the Bond Proceeds shall be deposited in the Reserve Fund and commingled with existing reserves of \$4,991,658.90 in satisfaction of the aggregate Reserve Fund Requirement (\$5,348,355.96).

- 3. <u>Subordinate Obligations</u>. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the School Infrastructure Tax Revenues, but subordinate to the Bonds and Parity Bonds.
- 4. <u>Surplus Revenue</u>. Any remaining money may be used to pay or redeem any of the Bonds or Parity Bonds or may be used for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on or before the 15th day of each month, or on the next succeeding business day when the 15th shall not be a business day; and if in any month the money in the Revenue Fund (including the Sinking Fund or the Reserve Fund), shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The Issuer may establish various subaccounts within each fund established by the Prior Bond Resolutions or this Resolution.

Failure to make such allocation and payment without cure within thirty days shall constitute an event of default under this Resolution.

Section 17. <u>Investments</u>. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with the State Sinking Fund provided under Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the School District but designated as a trust fund on the books and records of the School District. The Sinking Fund and Reserve Fund shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments in the Revenue Fund shall be regarded as School Infrastructure Tax Revenues.

Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund.

Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 18. <u>Covenants of the Issuer</u>. The Issuer hereby covenants and agrees with each and every holder of the Bonds and Parity Bonds that:

- a) The Issuer will administer, enforce, and collect, or cause to be administered, enforced, and collected, the School Infrastructure Tax Revenues and the School Infrastructure Tax and shall take all reasonable actions that may be permitted by law to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.
- b) The Issuer will keep or cause to be kept books and records showing the proceeds of the School Infrastructure Tax Revenues, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any of the Bonds shall have the right at all reasonable times to inspect such books and records.
- c) The Issuer shall, to the extent permitted by law, defend the validity and legality of this Resolution, the School Infrastructure Tax and the School Infrastructure Tax Revenues against all claims, suits and proceedings which would diminish or impair the School Infrastructure Tax Revenues as security for the Bonds.
- d) The Issuer, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the School Infrastructure Tax required by the Constitution and laws of the State of Iowa and the various ordinances, resolutions and contracts of the Issuer, including, without limitation, the proper segregation of the proceeds of the Bonds and the School Infrastructure Tax Revenues and their application from time to time to the respective funds provided therefore.
- e) At any and all times the Issuer shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the School Infrastructure Tax Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the Issuer may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The Issuer, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the School Infrastructure Tax Revenues and other funds and

accounts pledged hereunder and all the rights and every owner of any of the Bonds against all claims and demands of all persons whomsoever.

- f) The Issuer, its officers, agents, and employees shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any Bond or other security payable from the School Infrastructure Tax Revenues might be prejudicially and materially impaired or diminished.
- g) Each Issuer officer or employee having custody of any School Infrastructure Tax Revenues, or responsible for their handling, shall be bonded at all times, which bond shall be conditioned upon the proper application of said moneys.
- h) The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Original Purchaser and to the Bondholders upon request.
- i) The Governing Body of the Issuer shall not take any action with respect to the Issuer's current Revenue Purpose Statement, as such term is used in Iowa Code Section 423F.3, authorizing the uses of the School Infrastructure Tax Revenues, as approved by the voters of the Issuer on March 2, 2021, which would impair the ability or authority of the Issuer to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds and Parity Bonds.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the Issuer with respect to the School Infrastructure Tax Revenues shall obligate the Issuer to undertake or perform any duty, task, or obligation to be performed by the State of Iowa or a county or its Board of Supervisors under the terms of the Act or other provision of the Code of Iowa, as from time to time amended.

Section 19. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution, and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds or Parity Bonds and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 20. <u>Prior Lien and Parity Bonds</u>; <u>Subordinate Obligations</u>. So long as the Outstanding Bonds remain a lien on the School Infrastructure Tax Revenues, Section 20 of the Prior Bond Resolution dated February 16, 2015 shall apply; Section 19 of the Prior Bond Resolution dated September 12, 2016 shall apply; and Section 20 of the Prior Bond Resolution dated May 18, 2020 shall apply. Thereafter, this Section shall apply.

The Issuer will issue no other Additional Bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the School Infrastructure Tax Revenues having priority over the Bonds or Parity Bonds.

Additional Bonds may be issued on a parity and equality of rank with the Bonds and any Parity Bonds with respect to the lien and claim of such Additional Bonds to the School Infrastructure Tax Revenues and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

- a) For the purpose of refunding any of the Bonds or Parity Bonds outstanding so long as the refunding is an Economic Refunding, without complying with subsection (b) below.
- b) For the purpose of refunding any Bonds or Parity Bonds outstanding, or for other lawful purposes, provided that, before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Secretary, a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.25 times the maximum amount that will be required in any Fiscal Year for the payment of both principal of and interest on all Bonds or Parity Bonds then outstanding which are payable from the School Infrastructure Tax Revenues and the Additional Bonds then proposed to be issued.

For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of the revenues for such year may be adjusted by the Independent Auditor to reflect: (1) any revision of the rate of the School Infrastructure Tax as if such revision had been in effect during all of such preceding Fiscal Year; (2) the current level at which the State funds the Statewide Average Revenue Per Student then in effect for the year in which the Additional Bonds are issued. For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of revenues for such year shall be adjusted by the Independent Auditor to reflect the most recent certified enrollment count of students for the School District.

- c) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Bonds herein authorized.
- d) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.
- e) the Reserve Fund for the Bonds and the Additional Bonds, if required, must be fully funded as of the date of issue of the Additional Bonds.

The Issuer may not issue any bonds, notes, or other obligations that are subordinate to the Bonds ("Subordinate Obligations") unless it has obtained a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as provided in paragraph (b)(i) of this Section) were at least equal to the maximum amount that will be required in any Fiscal Year for

both principal of and interest on all Bonds, Parity Bonds, or Subordinate Obligations then outstanding which are payable from School Infrastructure Tax Revenues and the bonds, notes, or other obligations then proposed to be issued.

Section 21. <u>Disposition of Bond Proceeds</u>; <u>Arbitrage Not Permitted</u>. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Bonds it will comply with the requirements of said statute and regulations issued thereunder.

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

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Bonds remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Bonds and Parity Bonds, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the bonds to be classified as arbitrage bonds under Section 148 of the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Bonds not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142 of the Internal Revenue Code of the United States, related statutes and regulations.

Section 22. <u>Additional Covenants</u>, <u>Representations and Warranties of the Issuer</u>. The Issuer certifies and covenants with the Original Purchaser and the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate,

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

Section 23. <u>Not Qualified Tax-Exempt Obligations</u>. The Bonds shall not be designated as qualified tax-exempt obligations as defined by Section 265(b) of the Internal Revenue Code of the United States, as amended.

Section 24. <u>Discharge and Satisfaction of Bonds</u>. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

- a) By paying the Bonds or Parity Bonds when the same shall become due and payable; and
- b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds or Parity Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 25. <u>Resolution a Contract</u>. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds and Parity Bonds, and after the issuance of any of the Bonds no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 26. <u>Amendment of Resolution Without Consent</u>. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Bonds, amend or supplement this Resolution for any one or more of the following purposes:

- a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Bonds or Parity Bonds; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds or Parity Bonds;
- b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Bonds or Parity Bonds from being includable within the gross income of the holders thereof for federal income tax purposes;
- c) to grant to or confer upon the holders of the Bonds or Parity Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the bondholders:
- d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or
- e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.
- Section 27. <u>Amendment of Resolution Requiring Consent</u>. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Bonds and Parity Bonds at any time outstanding (not including in any case any bonds which may then be held or owned by or for the account of the Issuer, but including such refunding bonds as may have been issued for the purpose of refunding any of such bonds if such refunding bonds shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:
 - a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment;
 - b) Materially affect the rights of the holders of less than all of the Bonds and Parity Bonds then outstanding; and
 - c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to affect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Bond as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the Secretary an instrument or instruments executed by the holders of at least twothirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the governing body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Bonds and Parity Bonds.

Any consent given by the holder of a bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Secretary.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the bonds described in such certificate.

Section 28. <u>Severability</u>. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 29. <u>Continuing Disclosure</u>. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 30. <u>Successor Clause</u>. The Issuer will maintain its corporate existence, and in the event of reorganization of any kind, the resolutions and the obligations of the Issuer are binding upon any successor or assigns.

Section 31. <u>Repeal of Conflicting Resolutions and Effective Date</u>. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect from and after its adoption.

Section 32. <u>Provisions Relating to Bond Insurance</u>.

- a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Notwithstanding anything to the contrary set forth in the Resolution, amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Bonds.
- b) The Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds insured by it are entitled to take pursuant to the section or article of the Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of the Resolution and each Insured Bond, the Paying Agent and each Bondholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Paying Agent and each Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Paying Agent and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.
- c) The maturity of Bonds insured by the Insurer shall not be accelerated without the consent of the Insurer and in the event the maturity of the Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Issuer) and the Paying Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Bonds shall be fully discharged.
- d) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.
 - e) The Insurer shall be included as a third party beneficiary to the Resolution.

- f) The exercise of any provision of the Resolution which permits the purchase of Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Bond so purchased is not cancelled upon purchase.
- g) Any amendment, supplement, modification to, or waiver of, the Resolution or any other transaction document (each a "Related Document"), that requires the consent of Bondowners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.
- h) The rights granted to the Insurer under the Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurence Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Insurer.
- i) To accomplish defeasance, the Issuer shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under the Resolution and (iv) a certificate of discharge of the Paying Agent with respect to the Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer, Paying Agent and Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed "Outstanding" under the Resolution unless and until they are in fact paid and retired or the above criteria are met.

- j) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Resolution and the Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Resolution. The Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.
- k) Each of the Issuer and Paying Agent covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.
 - 1) Claims Upon the Insurance Policy and Payments by and to the Insurer.
- If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Resolution, moneys sufficient to pay the

principal of and interest on the Bonds due on such Payment Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Paying Agent shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Bondholders in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of The Tax and payable from such The Tax on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Insurer.

- m) The Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Issuer to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.
- n) The Issuer shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution or any other Related Document.
- o) After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Bonds and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.
- p) The Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.
- q) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director Surveillance, Re: Policy No. ______, Telephone: (212) 974-0100. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent

to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

- r) The Insurer shall be provided with the following information by the Issuer or Paying Agent, as the case may be:
 - (i) Annual audited financial statements within 180 days after the end of the Issuer's fiscal year (together with a certification of the Issuer that it is not aware of any default or Event of Default under the Resolution), and the Issuer's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;
 - (ii) Notice of any draw upon the Debt Service Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds;
 - (iii) Notice of any default known to the Paying Agent or Issuer within five Business Days after knowledge thereof;
 - (iv) Prior notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;
 - (v) Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;
 - (vi) Notice of the commencement of any proceeding by or against the Issuer commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");
 - (vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;
 - (viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and
 - (ix) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents.

In addition, to the extent that the Issuer has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such

information. The Insurer shall have the right to receive such additional information as it may reasonably request. The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any business day upon reasonable prior notice.

- s) The Issuer shall notify the Insurer of any failure of the Issuer to provide notices, certificates and other information under the transaction documents.
- t) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Resolution, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Debt Service Reserve Fund is fully funded at the Debt Service Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.
- u) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Resolution would adversely affect the security for the Bonds or the rights of the Bondholders, the Paying Agent shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.
- v) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.
- w) As to the bonds to be refunded with proceeds of the Bonds (the "Refunded Bonds"), there shall be delivered an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto), or a certificate of discharge of the Paying Agent for the Refunded Bonds, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the Refunded Bonds shall have occurred. An executed copy of each of such opinion and reliance letter, if applicable, or Paying Agent's discharge certificate, as the case may be, shall be forwarded to the Insurer prior to delivery of the Bonds.

PASSED AND APPROVED this 18th day of April, 2022.

	President of the Board of Directors
TTEST:	
cretary of the Board of Directors	

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

WITNESS my hand this	day of	, 2022.
	Secretary of the Bo	oard of Directors of the
	Ankeny Communi	ty School District

02009927-1\10173-058

Item Cover Sheet

Title: Shared Use Agreements

Extended Information: Superintendent's Recommendation: Approve the Shared Use Agreements as recommended.

ATTACHMENTS:

File Name Description Type Upload Date

2022-23 ACSD Co-Op Agreements.pdf Shared Use Agreement - Athletics 2022-23 Support Document 4/15/2022

Applications are to be initiated by each Board of Education and submitted no later than April 30, 2022-23. The host school of the cooperative sponsorship agreement should complete the form first.

Complete the form below and click "Submit Application." The association will review your application and respond electronically,

Cooperative sponsorship conditions include the following

- Member schools may apply for a cooperative sponsorship to the governing Board of the respective activities organization
- Separate applications shall be submitted to each activity association.
- School Districts shall be contiguous with one of the other schools within the agreement unless the activity is not offered at any school contiguous to the party district in which case the contiguous requirement may be waved.
- Cooperative sponsorship agreement shall be for one year.
- A school's students may be engaged in cooperative activities under the terms of one (1) agreement.
- Decisions on all applications will be determined by the respective governing organization within 10 days

The following school districts hereby apply for cooperative sponsorship for the 2022-23 school year.

The second control of the control of	Ankeny	Ankeny Centennial	Ankeny Christian Academy	
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	The second secon			

Activities to be shared.

Girls Swimming (Host: Ankeny)

Name as it should appear on Tournament Pairings.

Ankeny High School

Electronic Signature of the representative from Ankeny Centennial

lan Smith

Electronic Signature of the representative from Ankeny Christian Academy

Dave Walter

Electronic Signature of the representative from North Polk, Alleman

Reece Satre

Electronic Signature of Person Representing Ankeny (Please type your full name)

Andy Umthun

Page 306 of 312

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The following school districts hereby apply for cooperative sponsorship for the 2022-23 school year.

Ankeny	Ankeny Centennial	North Polk, Alleman
The state of the s		And the second s
Activities to be shared.		
Girls Wrestling (Host: Ankeny)		

Electronic Signature of the representative from Ankeny Centennial

Name as it should appear on Tournament Pairings.

Ankeny High School

lan Smith

Electronic Signature of the representative from North Polk, Alleman

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The following school districts hereby apply for cooperative sponsorship for the 2022-23 school year

Activities to be shared Girls Bowling (Host: Ankeny) Ankeny Centennial **Ankeny Christian Academy**

Ankeny High School

Name as it should appear on Tournament Pairings

Electronic Signature of the representative from Ankeny Centennial

lan Smith

Electronic Signature of the representative from Ankeny Christian Academy

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The following school districts hereby apply for cooperative sponsorship for the 2022-23 school year:

Activities to be shared Ankeny Girls Soccer (Host: Ankeny) Girls Tennis (Host: Ankeny) Ankeny Christian Academy

Name as it should appear on Tournament Pairings.

Ankeny High School

Electronic Signature of the representative from Ankeny Christian Academy

Dave Walter

Electronic Signature of Person Representing Ankeny (Please type your full name)

Andy Umthun

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North Polk, Alleman Ankeny Ankeny Centennia Ankeny Christian Academy

Boys Swimming (Host: Ankeny)

Activities to be shared

Name as it should appear on Tournament Pairings.

Ankeny High School

Electronic Signature of the representative from Ankeny Centennial

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Dave Walter

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Reece Satre

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Activities to be shared Ankeny Boys Bowling (Host: Ankeny) Ankeny Centennial **Ankeny Christian Academy**

Electronic Signature of the representative from Ankeny Centennial

Name as it should appear on Tournament Pairings.

Ankeny High School

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- Cooperative sponsorship agreement shall be for one year.
- A school's students may be engaged in cooperative activities under the terms of one (1) agreement.
- Decisions on all applications will be determined by the respective governing organization within 10 days.

The following school districts hereby apply for cooperative sponsorship for the 2022-23 school year:

Activities to be shared Ankeny Boys Tennis (Host: Ankeny) Boys Wrestling (Host: Ankeny) Football (Host Ankeny) **Ankeny Christian Academy** Boys Soccer (Host: Ankeny)

Name as it should appear on Tournament Pairings

Ankeny High School

Electronic Signature of the representative from Ankeny Christian Academy

Dave Walter

Electronic Signature of Person Representing Ankeny (Please type your full name)

Andy Umthun