



ANKENY
COMMUNITY SCHOOL DISTRICT

*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
May 2, 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 (telephonic)
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 Amy Tagliareni 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 and the removal of the first reading of policy 503.20 Student Organizations.

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

3. Work Session

a. Strategic Plan/ Graduate Profile

4. Pledge of Allegiance

5. Communication From The Public

a. Deshara Bohanna - DEI

b. Darnell Loatman - FOCUSS & AAFY

c. Michele Haught- Mental Health

d. Tom Bullock - Strategic Plan

6. Consent Agenda

a. Board Minutes

- April 18, 2022 Regular Board Minutes

b. Open Enrollment

c. Paid Bills

d. Personnel Report - Amended

e. Approval of Consent Agenda

On a motion by Joy Burk and seconded by Aaron Johnson, 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. 2022-23 Student Fees - Nutrition and Transportation

b. IASB School Board Recognitions

c. Presentation: West Wind Report

8. Old Business

a. Contracts and Agreements

- Teachers on Call Agreement effective May 2, 2022
- 28E Agreement for School Resource Officer (SRO) Program effective July 1, 2022
- Otter Creek Golf Course - Pinnacle Club Banquet Contract - May 11, 2022 for \$210.00
- Dubuque Community School District - 2021-2022 Special Education Instructional Programs (1)
- University of Iowa Student Teaching Agreement - 2022-2024
- Luther College Student Teaching Agreement - 2022-2025
- PowerSchool TalentEd License and Subscription Fees - July 1, 2022 - June 30, 2023 for \$47,124.78
- Iowa Department of Human Services - Juvenile Court Services - July 1, 2022 - June 30, 2023 for the amount not to exceed \$40,900.00
- Charms Subscription for 3 Years - May 2, 2022 - May 1, 2025 for \$899.00
- Final Acceptance and Completion Letter - Ankeny High School and Centennial High School Additions
- Leader in Me Agreement - District Membership and Professional Development - April 13, 2022 - April 12, 2023 for \$35,558.68
- CommonLit School Essentials - Southview Middle School - SY22-23 for \$1,750
- Brightly Software Inc - Asset Essentials Implementation for \$1722.35
- Kendall Hunt - Illustrative Mathematics K-5 Professional Learning - May 2-3, 2022 for \$4,000
- SystemWorks LLC, - For Elementary #12 for \$47,750.00
- Carlson Dettmann Consulting - First Amendment - May 2, 2022 - December 21, 2022 for \$27,500.00

On a motion by Joy Burk and seconded by Katie Claeys, 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.

b. Approve Bid/Vendor Parkview Middle School Flooring Replacement Project

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve Poindexter Flooring of Indianola, IA with a base bid of \$353,370.00 and award contract for Parkview Middle School Flooring Replacement Project as presented. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Murphy, Tagliareni, Weldon.
Motion carried 7 - 0.

9. New Business

a. Policies - First of Two Readings - Amended

- 807.10 Display & Retirement of Athletic/Activity Awards *Five-year review; changes for consistency, clarity, and additional flexibility to align with current practice*
- 902.10 Use of Tobacco at School Facilities *Five-year review; changes for consistency and clarity*
- 501.13 Truancy – Unexcused *Five-year review; changes for consistency and clarity*
- 502.05 Student Lockers *Five-year review; changes for consistency and clarity*
- 503.03 Fines – Fees – Charges *Five-year review; changes for consistency and clarity*
- 504.10 Health Certificate *Five-year review; changes for consistency and clarity*
- 504.42 Identifying & Reporting Child Abuse *Five-year review; changes for consistency and clarity*
- 507.04 Communicable Diseases – Student *Five-year review; changes for consistency, clarity, & alignment with law*
- 805.10 School District Records *Changes for consistency, clarity, & alignment with law & practice*

On a motion by Amy Tagliareni and seconded by Katie Claeys, it was RESOLVED: The board approved a motion to approve and accept the first of two policy readings as presented.

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

b. Approve Ankeny Educators' Association Tentative Agreement and 2022-23 Salary Schedules

On a motion by Amy Tagliareni and seconded by Sarah Barthole, it was RESOLVED: The board approved a motion to approve the Ankeny Educator's Association tentative agreement and 2022-23 salary schedules as recommended.

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

c. Approve 2022-23 Salaries: 279 Administrator Contract

On a motion by Joy Burk and seconded by Sarah Barthole, it was RESOLVED: The board approved a motion to approve 2022-23 salaries for 279 administrator contracts as recommended.

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

d. Approve 2022-23 Salaries: Confidential/ Non-279 Administrative Contract

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board

approved a motion to approve 2022-23 confidential/ non-279 administrative contracts as recommended.

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

Motion carried 7 - 0.

e. Approve the \$1,000.00 Classroom Grant Award from Greater Iowa Credit Union to Crocker Elementary for the Learning without Tears Curriculum

On a motion by Sarah Barthole and seconded by Ryan Weldon, it was RESOLVED: The board approved a motion to approve the \$1,000.00 Classroom Grant Award from the Greater Iowa Credit Union to Crocker Elementary for the Learning Without Tears Curriculum per board policy 802.70 as recommended.

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

Motion carried 7 - 0.

10. Board Member Reports

Director Tagliareni attended the Graduate Profile Committee meeting and had great conversation there. She also participated in post-prom decorating and Fill the Fund in addition to attending a School Foundation Committee meeting. She thanked those who spoke tonight at the board meeting and she appreciates hearing from the community. She thanked all who have worked on the strategic plan, DEI framework and graduate profile and she thanked West Wind for their presentation. Director Tagliareni is concerned for all three of those plans. She explained that we now have confirmation from three sources that there is much work to be done in our district. If we fail to do that work, we will not be able to continue to achieve at a high level. She stated that in two weeks, the Board will vote on these three large initiatives that will set the foundation for the work that we do in our district. She stated that the community will hear who we are as a Board in two weeks. If the strategic plan does not pass, it is a direct reflection of the Board. She implores her fellow board members to dig into the data and come prepared to explain their vote.

Director Claeys attended the Graduate Profile and Policy Committee meetings. May 3 is Pack the Pitch where AHS takes on ACHS in soccer and they attempt to break the state attendance record at a soccer game. She is grateful to hear from the community and thanked everyone for speaking at the meeting tonight. She thanked everyone for their work on the strategic plan, DEI framework and graduate profile and appreciates the district's responsiveness to feedback. She believes it speaks volumes about the administration and she looks forward to supporting all three initiatives in two weeks.

Director Weldon appreciates all the hours and the people who have been involved in the strategic plan, DEI framework and graduate profile. He believes that everyone has had ample time to provide feedback. He was at the AAFY event and it was a lot of fun. He is encouraged to see a large group of kids interested in mentoring younger students and would love for the district to be able to support that group in any way possible. He attended his son's 4th grade concert at Ashland Ridge and it was awesome. He was thoroughly impressed and gives kudos to the music department at Ashland Ridge.

Student representative Brink participated in Student Advisory Council last Wednesday where they looked at data regarding what students thought about the strategic plan, DEI framework and graduate profile. She was excited to see students support and care about the plans and

loved hearing the student perspective.

Student representative Neller thanked everyone who spoke at the board meeting tonight.

Director Barthole wished all teachers a very happy teacher appreciation week. She said PTOs are doing some really fun things for teachers this week. She attended the Calendar Committee meeting and there was good breakout discussion there. She also participated in Fill the Fund. She thanked everyone involved in the strategic plan, DEI framework and graduate profile planning and appreciates all the feedback received regarding the initiatives.

Director Burk stated that everyone has until May 6 to submit feedback regarding the strategic plan, DEI framework and graduate profile and she encourages people to do so. Teachers, you have 21 days left - hang in there! She plans to participate in senior service day as well.

Director Johnson echoes the sentiments of appreciation for the work on the strategic plan, DEI framework and graduate profile. He thinks it is awesome to have the amount of participation and feedback that we have had. He thanked the communication team for all their efforts in making board meetings at Prairie Ridge happen.

Director Murphy said that our community is very broad and he really enjoys being able to visit classrooms to interact with all students. He stated that the strategic plan was not created in a vacuum. It was created in the open and that our community is very aware of the plan. He thanked Dr. Pruitt for being in the community and sharing it. He appreciates the openness of the creation of the plan. He continues to attend many meetings with community members, teachers and students. He stated that there is a lot in the strategic plan that we can work out over the next 3-5 years and that he is looking forward to it.

11. Superintendent Reports

Dr. Pruitt gave a shout out to his daughter who also had a 4th grade concert at Ashland Ridge and he thanked the choir teacher and principal at Ashland Ridge for supporting the arts. He thanked PPME and AEA leadership for being open to sharing feedback with him. They have been very willing to collaborate to support students getting better. Pack the Pitch is May 3; please support AHS and ACHS soccer. He thanked all the teachers and said that thank you in not enough but the work that they have done this year and the responsiveness to students is greatly appreciated.

12. Closed Session

13. Adjournment

On a motion by Sarah Barthole and seconded by Aaron Johnson, it was RESOLVED: The meeting was adjourned at 7:52pm.

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

Motion carried 7 - 0.

Respectfully Submitted,

Board President

Board Secretary



ANKENY
COMMUNITY SCHOOL DISTRICT

Board of Education Meeting
May 2, 2022

Others in Attendance

Name

1. Samantha Aukes - Director of Communications
2. Darin Haack - Chief Officer of Operations
3. Shelley Rouse - ACSD
4. Jennifer Jamison -Chief Financial Officer/ Board Secretary
5. Dr. Erick Pruitt – Superintendent
6. Sarah Murphy - Recording Secretary
7. Jessica Dirks - Chief Officer of Legal Affairs and Strategic Initiatives
8. Jeff Baxter - District Counsel
9. Jodie Graham - Director of Human Resources
10. Jon Davis - ACSD
11. Ken Morris, Jr. – Director of Equity and Inclusion
12. Evie Neller – Student Board Representative
13. Charlie Brink – Student Board Representative
14. Renee Potts
15. Jennifer Carosieli
16. Wayne Gilman
17. Michele Haught
18. Kimberly Reicks
19. Bella Reicks
20. Jackson Snyder
21. Isaiah Losee
22. Ethen King
23. Caden Kellins
24. Circe Stumbo
25. Isaiah Stearns
26. Peyton Goode
27. Mia Pearson
28. Timothy Tate
29. Ty Morgan
30. Jeremiah Roberson
31. Carlos Blount
32. JJ Morgan
33. Heather Murphy
34. LaKeshia Richmond
35. Kathryn Armstrong
36. Chris Higgins
37. Derrick Rollins

38. Deshara Bohanna
39. Greg Black
40. Laura Luetje
41. Mike Henrikson
42. Tom Bullock
43. Carole Eckles-Harding
44. Don Zuck
45. Jim Ford
46. Shelly Northway
47. Jeff Baxter
48. Mya Andersen
49. Joey Beech
50. Sara Doruska
51. Al Neppi – ACSD
52. Jan Brown
53. Jana West
54. Aubrey Alvarez
55. Kelcy Lofgren
56. Susan Hay
57. Darnell Loatmann
58. Jack Whittemore



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Board Meeting Access

Extended Information:

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ATTACHMENTS:

File Name	Description	Type	Upload Date
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No Attachments Available



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

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

ATTACHMENTS:

File Name

Description

Type

Upload Date

No Attachments Available



STRATEGIC PLAN & GRADUATE PROFILE

BOARD WORK SESSION | MAY 2, 2022

SCHOOL - ANKENY - IOWA -



IF YOU COULD DESIGN SCHOOL





WHERE WE
ARE NOW



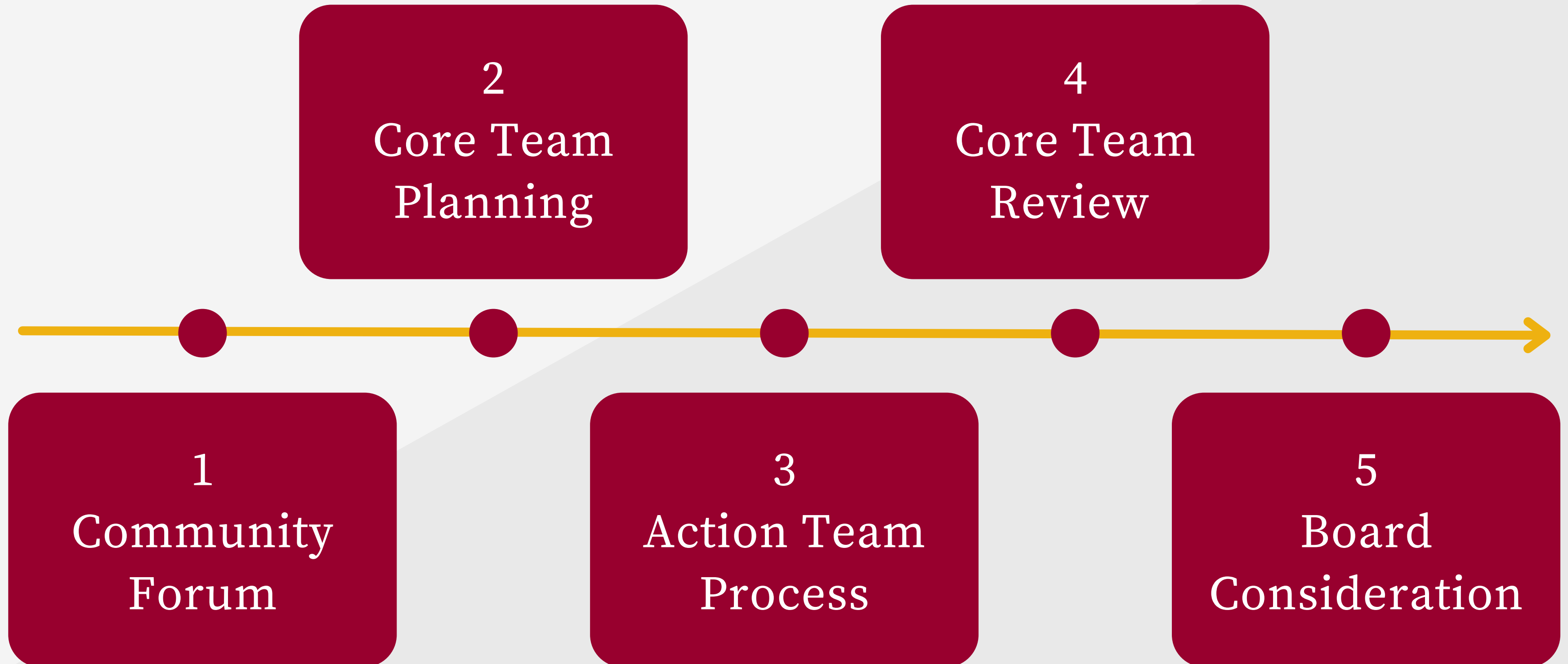
STRATEGIC
PLAN



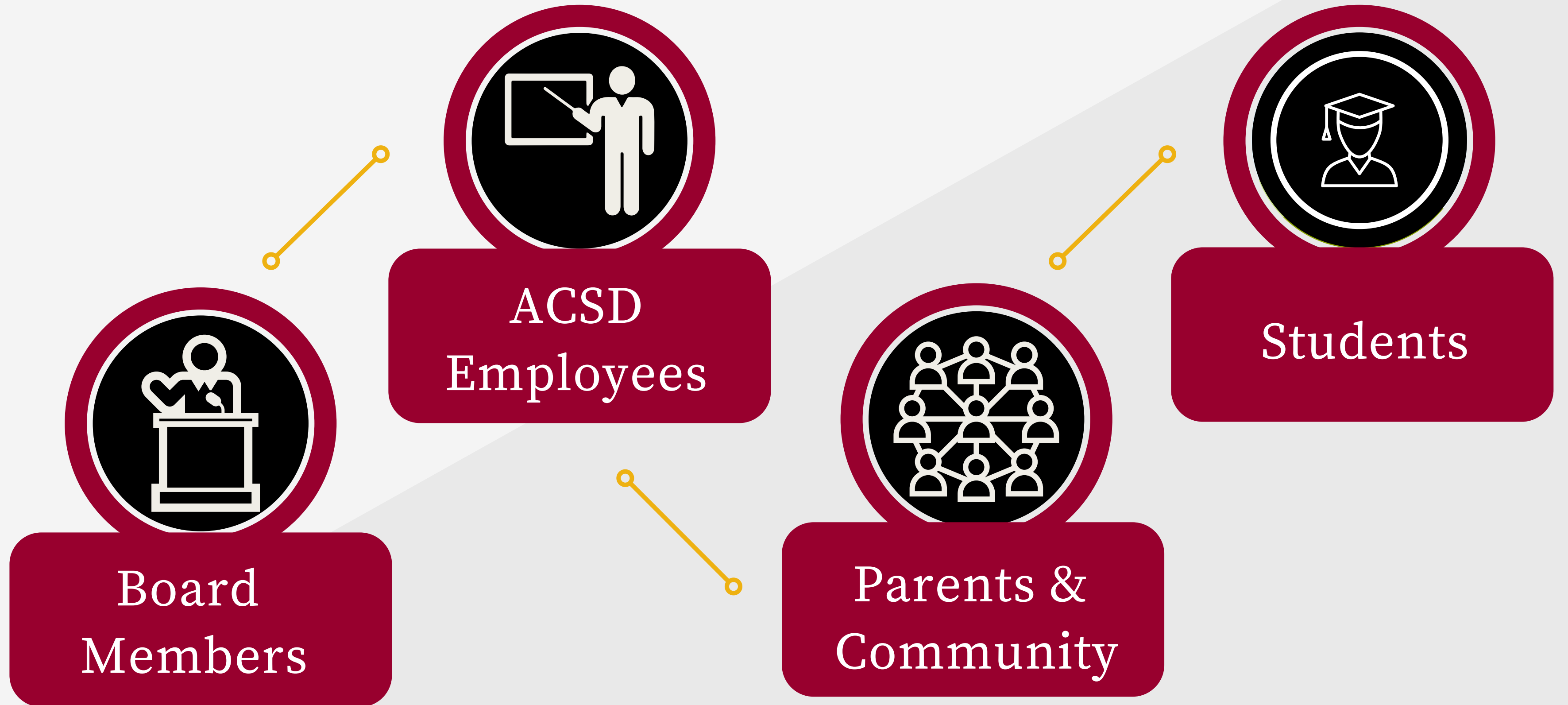
WHERE WE
WANT TO BE



THE DESIGN PROCESS



DESIGNING TOGETHER



126,357 minutes

10,437 contributions



DRAFT MISSION STATEMENT

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



RIGOROUS & RELEVANT ACADEMICS

All ACSD students
will graduate
prepared for
postsecondary
success.

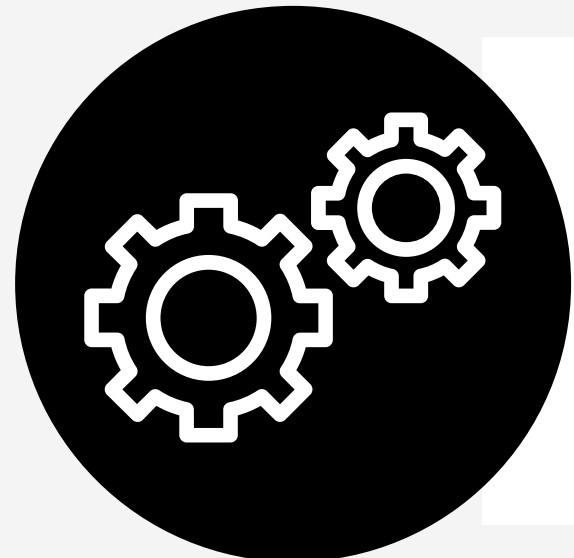


RIGOROUS & RELEVANT ACADEMICS



Growth & Innovation

- 100% of K-12 students will engage in a variety of authentic **career exploration** experiences each year.
- Cumulative enrollment in courses focused on **postsecondary readiness** (concurrent enrollment, AP, honors, and CTE) in SY27-28 will be 5% higher than in SY22-23.



Steady Core

- PK-12 learning experiences will provide students with the opportunity to engage in self-initiated and **student-driven learning**.
- 100% of students will have access to a variety of **learning models**.
- 100% of students in grades 6-12 will have **postsecondary plans** that are flexible and reflective of their career interests, goals, and aspirations.
- Each year, 100% of K-12 learners will participate in at least one **challenge-based learning** experience (project-based learning that emphasizes 21st Century skills and use of technology) that emphasizes real world learning and critical thinking.



Solid Foundation

- 100% of **student tasks** will be standards-aligned, appropriately rigorous, and scaffolded to support ongoing academic progression.
- 100% of students will meet or exceed grade level **standards**.
- 100% of students will demonstrate progress toward mastery of the **Leader in Me** habits.



TALENTED PEOPLE

ACSD will have an effective teacher in every classroom, an effective leadership team in every building, and an effective, student-focused staff working across the district.

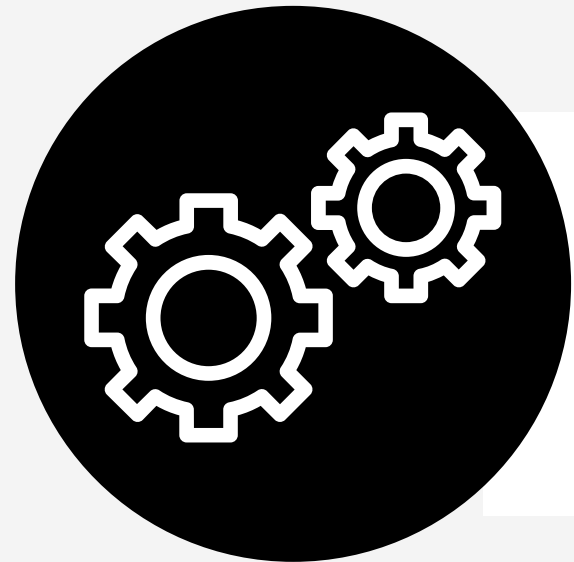


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- The district will **retain** its employees who meet performance expectations.



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- ACSD will use data to **strategically allocate human resources** to maximize the success of all students.



SUPPORTIVE ENVIRONMENTS

Every ACSD student will have the opportunity to learn and grow in a collaborative, dynamic, and secure environment.

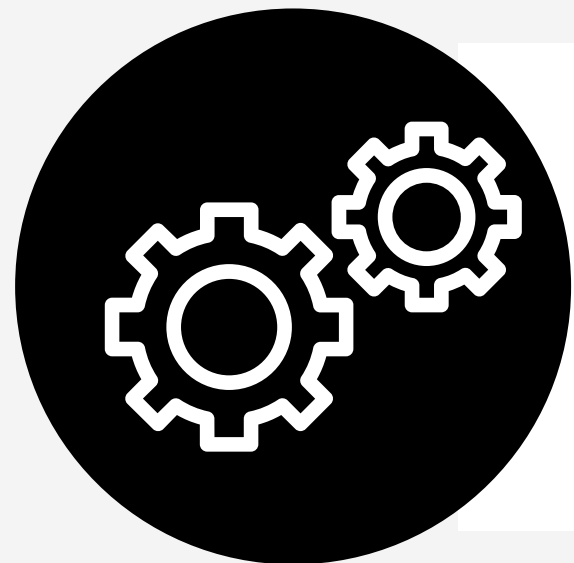


SUPPORTIVE ENVIRONMENTS



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- All future **facilities** will be designed to be **flexible** and further multidisciplinary learning and student **exploration of postsecondary pathways**.
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- All district **technological systems** will be upgraded as needed to maximize accessibility and innovation as tools to support achievement of the district's mission.



Steady Core

- 100% of students will receive core and tiered **instruction informed by CASEL and Iowa SEL competencies**.
- Each school will implement a **tiered social-emotional learning / mental health structure** to connect students, parents, and staff with targeted support.
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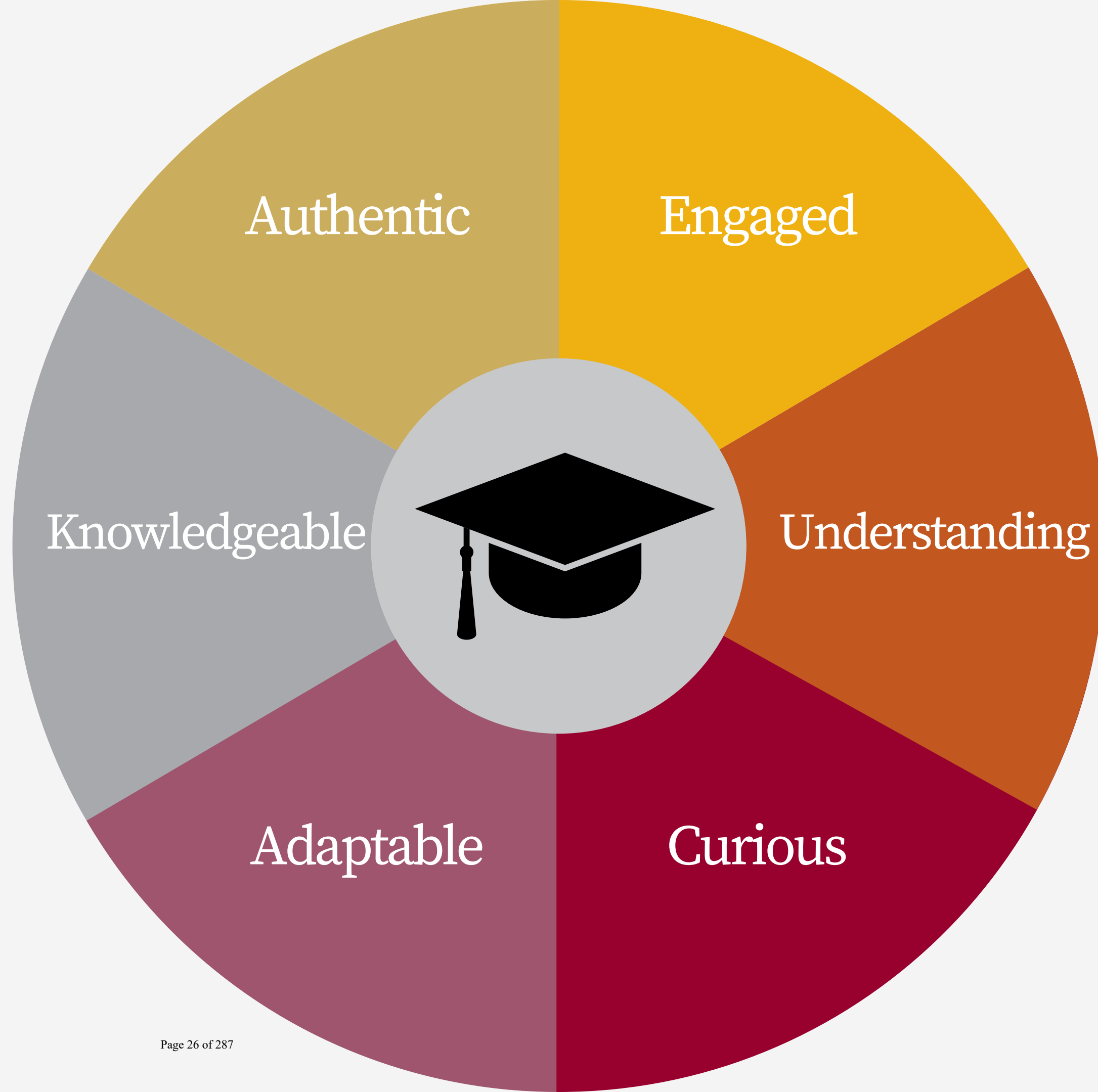
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ANKENY CSD GRADUATE PROFILE

By the time students graduate
from high school, they will be:



IMPLEMENTATION PLAN HIGHLIGHTS

Map metrics & milestones (e.g., ISASP, FAST, ACT, staff retention, bullying data) to strategic plan objectives; develop comprehensive data dashboard

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Summer
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SY22-23

SY23-24

SY24-25

SY25-26

SY26-27



balanced.

comprehensive.

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Questions?

THANK
YOU





ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Strategic Plan/ Graduate Profile

ATTACHMENTS:

File Name	Description	Type	Upload Date
Strat_Plan_Work_Session.pdf	Strat Plan/Grad Profile Work Session	Support Document	4/28/2022



STRATEGIC PLAN & GRADUATE PROFILE

BOARD WORK SESSION | MAY 2, 2022

SCHOOL - ANKENY - IOWA -



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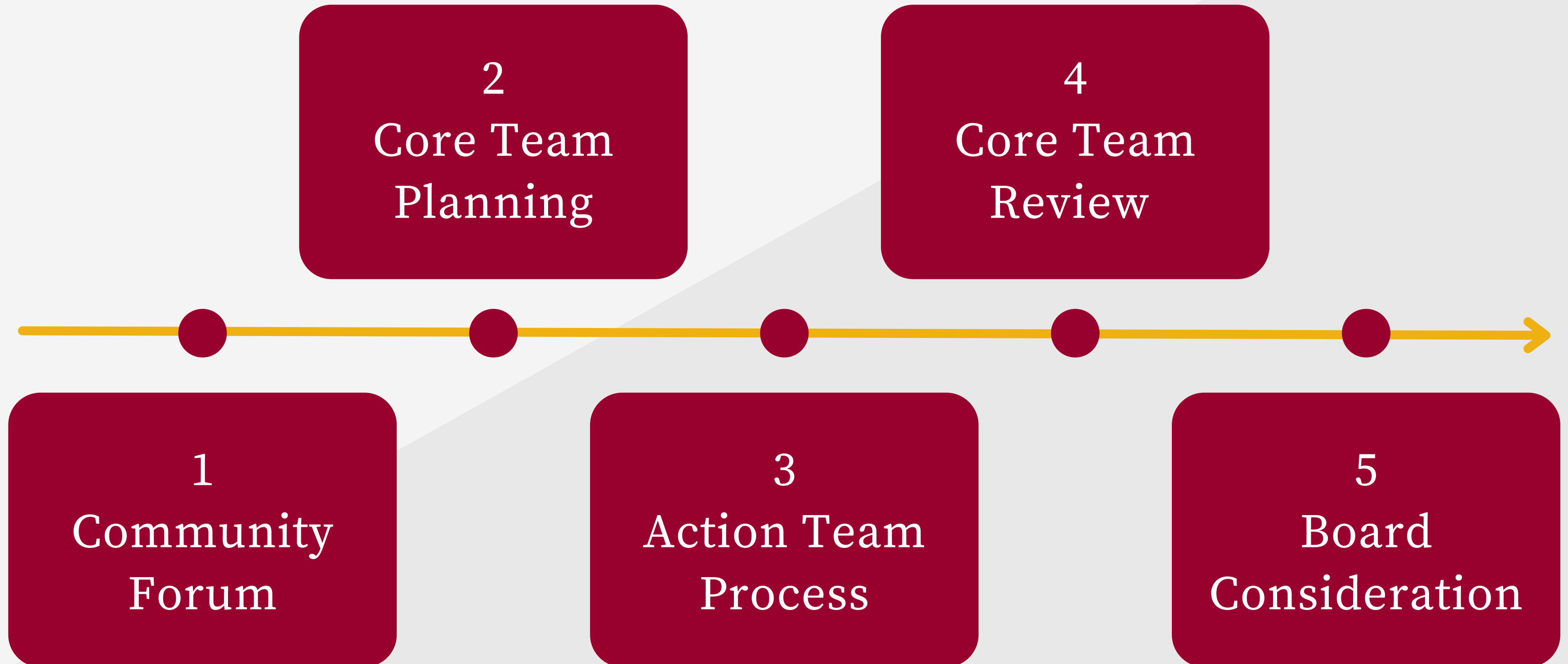
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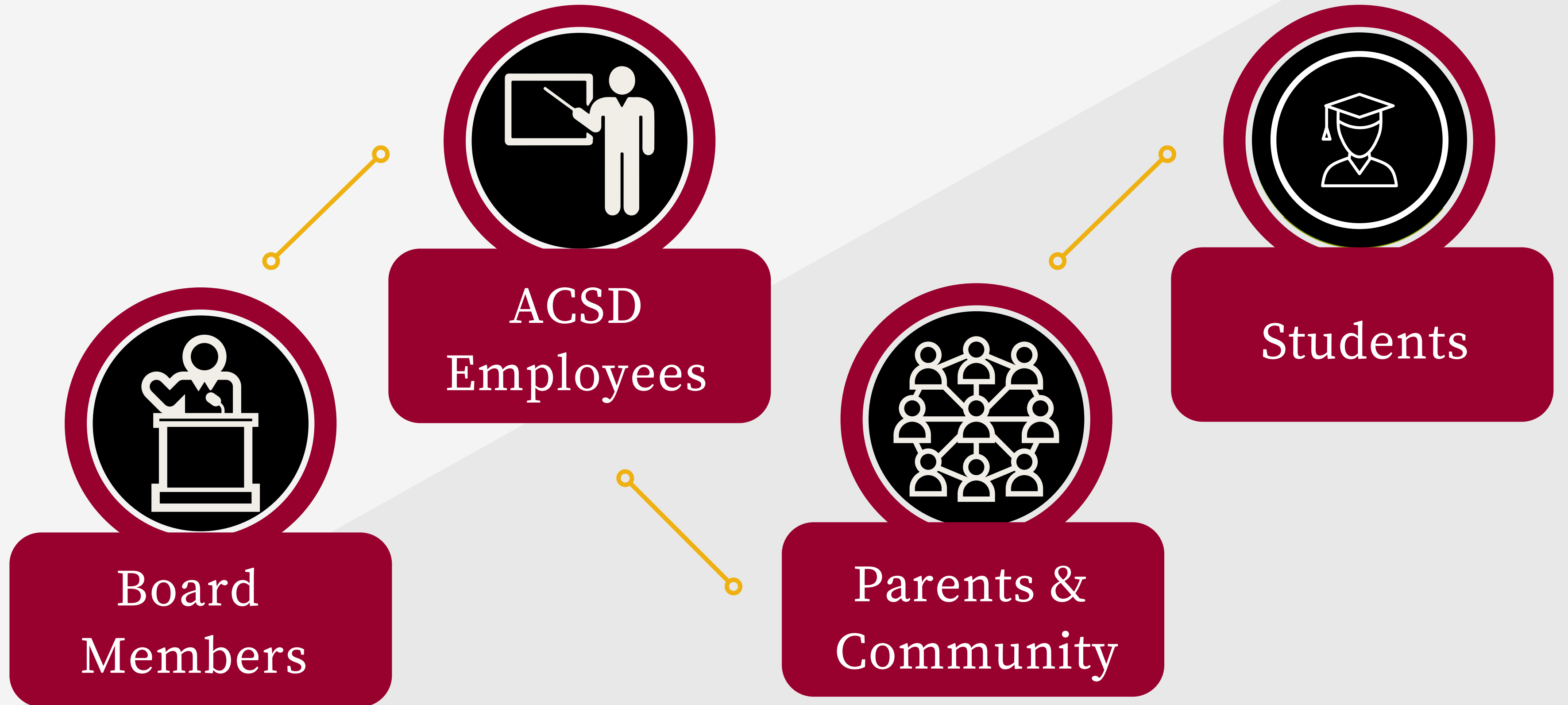
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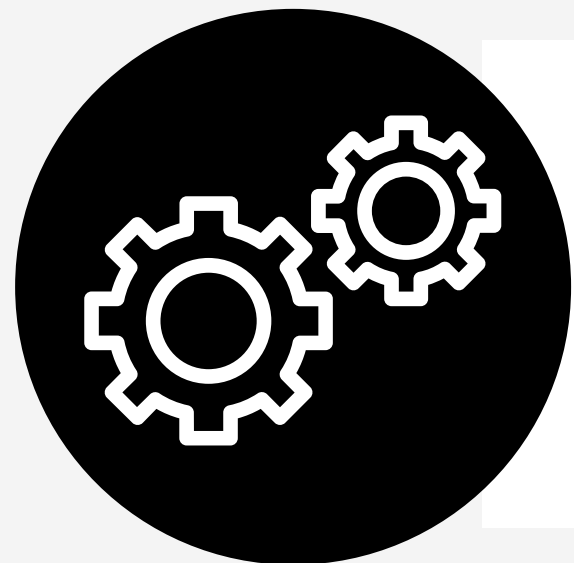


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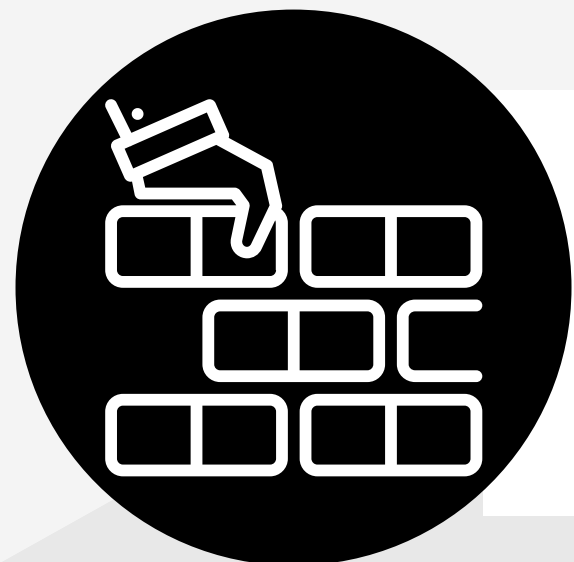
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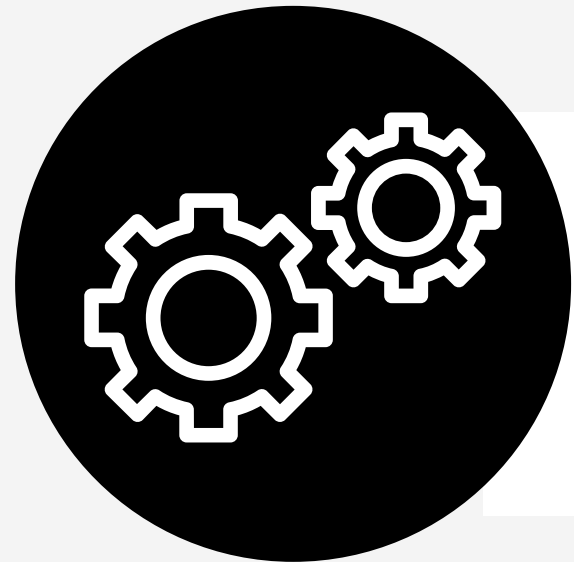


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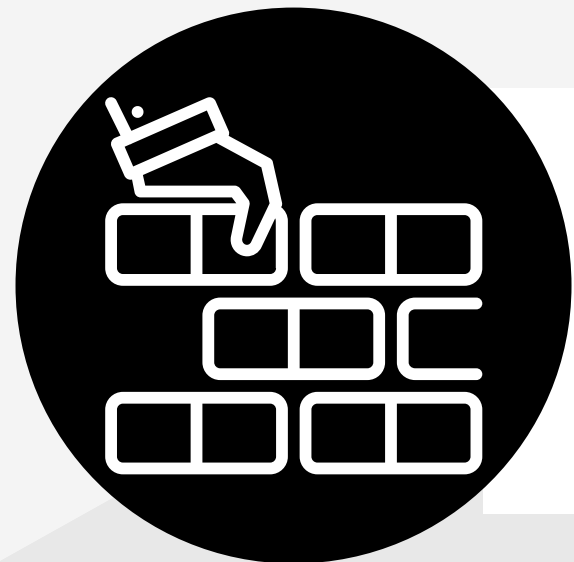
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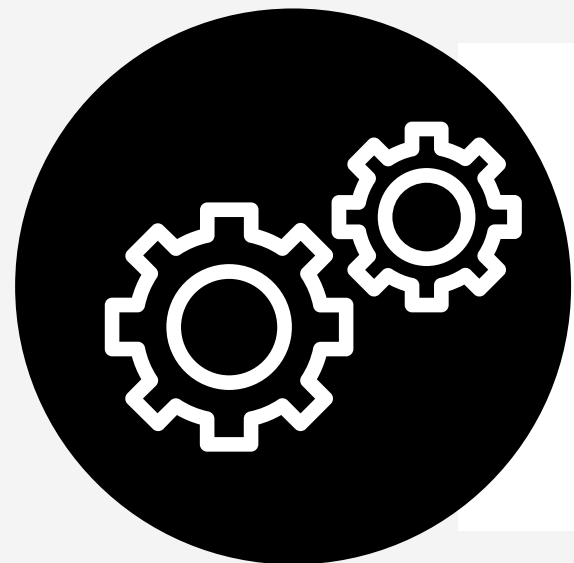


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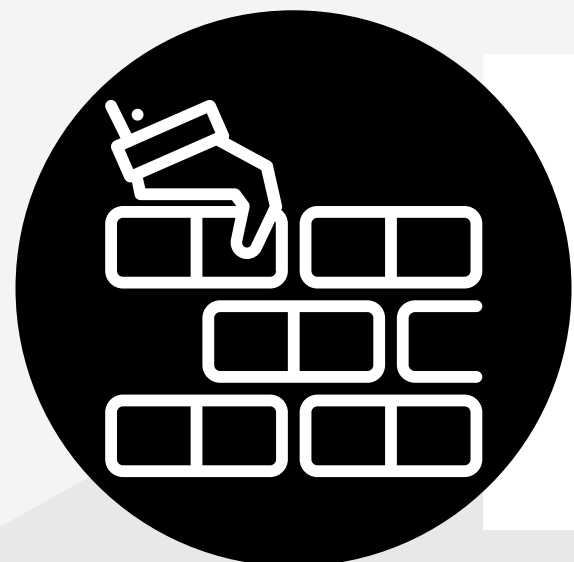
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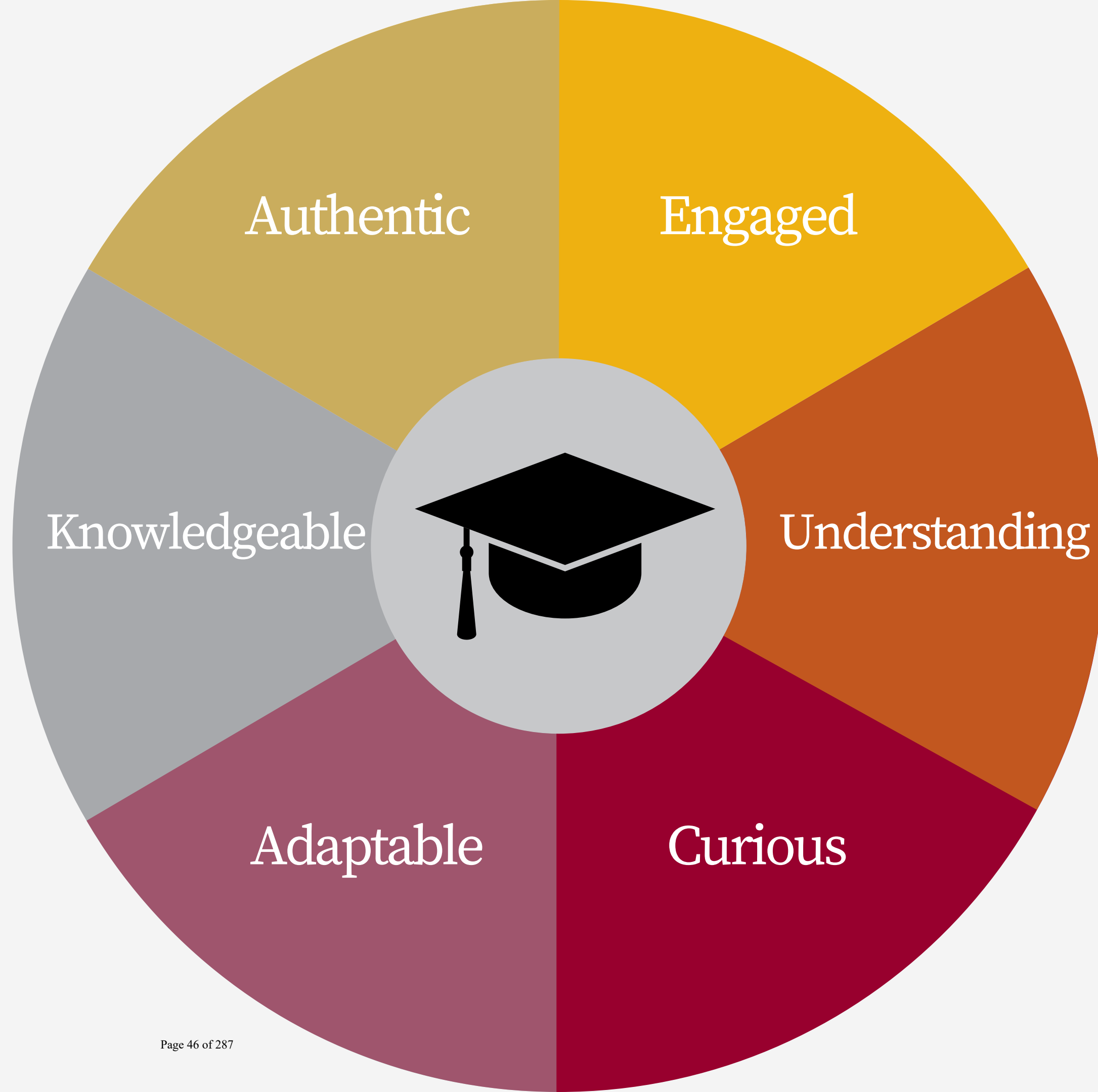
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ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

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ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Darnell Loatman - FOCUSS & AAFY

ATTACHMENTS:

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ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Board Minutes

Extended Information: • April 18, 2022 Regular Board Minutes

ATTACHMENTS:

File Name	Description	Type	Upload Date
Minutes with Consent Agenda 4.18.22.pdf	Minutes 4.18.22	Support Document	4/29/2022



ANKENY
COMMUNITY SCHOOL DISTRICT

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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.

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

Board Members Absent

Others in Attendance

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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



ANKENY
COMMUNITY SCHOOL DISTRICT

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 Nepl
25. Carole Eckles Harding
26. Sara Doruska
27. Kimberly Reicks
28. Jeff Fahrman
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 Murphy
39. Jae Dwyer
40. Darnell Loatman
41. Shelly Northway
42. Jim Ford

PAID BILLS LISTING APRIL 18, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
465852	GENERAL	COLLECTION SERVICES CENTER	\$540.19	OTHER DISBURSEMENT
465853	GENERAL	ROTH - COMMON REMITTER	\$675.00	OTHER DISBURSEMENT
465854	GENERAL	COMMON REMITTER SERVICES	\$2,089.95	OTHER DISBURSEMENT
465855	GENERAL	ESTATE OF STEVEN PAULSON	\$289.23	OTHER DISBURSEMENT
465856	GENERAL	GENERAL FUND - DENTAL SERVICE	\$6,275.65	OTHER DISBURSEMENT
465857	GENERAL	GREAT WESTERN BANK	\$51,142.70	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$11,960.74	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$17,926.71	OTHER DISBURSEMENT
465858	GENERAL	IOWA DEPARTMENT OF REVENUE	\$106.39	OTHER DISBURSEMENT
465859	GENERAL	ISOLVED BENEFIT SERVICES	\$60.00	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$4,013.58	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$96.95	OTHER DISBURSEMENT
465860	GENERAL	NORTHERN HILLS COLLECTIONS INC	\$71.08	OTHER DISBURSEMENT
465861	GENERAL	TREASURER STATE OF IOWA	\$9,558.75	OTHER DISBURSEMENT
465862	GENERAL	FIDELITY SECURITY LIFE	\$10,366.38	OTHER DISBURSEMENT
465863	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$195.76	OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$59.10	OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$124.85	OTHER DISBURSEMENT
465864	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	\$9,506.57	INSTR DISBURSEMENT
	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	\$14,406.60	INSTR DISBURSEMENT
465865	GENERAL	UHS PREMIUM BILLING	\$1,235,535.70	OTHER DISBURSEMENT
465866	GENERAL	A + LAWN & LANDSCAPE - ANKENY	\$475.00	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	\$1,022.43	MAINT SUPPLIES
465892	ACTIVITY	CENTRAL IOWA TRAILER SALES	\$19,600.00	INSTR EQUIP
465893	GENERAL	JON CHAPMAN	\$350.00	INSTR SERVICE
465894	GENERAL	JESSICA CHARLSON	\$270.10	OTHER DISBURSEMENT
465895	GENERAL	CHEMSEARCH	\$1,602.09	MAINT SERVICE
465896	GENERAL	CIT CHARTERS	\$2,454.19	TRANSP SERVICE

PAID BILLS LISTING APRIL 18, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
465897	GENERAL	CITY OF ANKENY	\$1,911.43	TRANSP SUPPLIES
	GENERAL	CITY OF ANKENY	\$2,927.69	MAINT SUPPLIES
	GENERAL	CITY OF ANKENY	\$30,647.73	TRANSP SUPPLIES
465898	ATHLETIC	CHRIS CIVITATE	\$120.00	INSTR OFFICIALS
465899	GENERAL	COCOA CREATIVE AGENCY	\$2,800.00	ADMIN SERVICE
465900	GENERAL	COMBUSTION CONTROL CO	\$221.50	MAINT SERVICE
465901	ATHLETIC	DALLAS CENTER-GRIMES COMM SCHOOL DI	\$120.00	INSTR DUES
465902	ATHLETIC	DANCIN WITH ROXIE ANKENY INC.	\$420.00	INSTR SUPPLIES
465903	GENERAL	DEAF SERVICES UNLIMITED	\$288.75	INSTR SUPPLIES
465904	ATHLETIC	DECKER SPORTING GOODS INC	\$1,949.15	INSTR SUPPLIES
465905	GENERAL	DENNIS SUPPLY CO	\$81.00	MAINT SUPPLIES
465906	GENERAL	DES MOINES PERFORMING ARTS	\$150.00	INSTR DUES
465907	GENERAL	DES MOINES REGISTER - NIE	\$65.50	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	\$432.57	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	\$449.40	OTHER DISBURSEMENT
465930	GENERAL	HOTSY CLEANING SYSTEMS INC	\$275.00	MAINT SUPPLIES
	GENERAL	HOTSY CLEANING SYSTEMS INC	\$21.80	MAINT SUPPLIES
465931	GENERAL	HYDRONIC ENERGY INC.	\$959.30	MAINT SUPPLIES
465932	GENERAL	HY-VEE - N. ANKENY BLVD	\$111.10	INSTR SUPPLIES
465933	GENERAL	INFINITE CAMPUS	\$225.00	ADMIN SERVICE
465934	GENERAL	INFOMAX OFFICE SYSTEMS	\$5,367.39	ADMIN SERVICE
	GENERAL	INFOMAX OFFICE SYSTEMS	\$372.59	ADMIN SUPPLIES
465935	SAVE - CP	INFRASTRUCTURE ENGINEERING INC	\$80.00	CONSTRUCT SERVICE
465936	GENERAL	INSPIRE TO CREATE ENTERPRISES LLC	\$2,089.04	INSTR SUPPLIES
465937	ATHLETIC	IOWA CITY WEST HIGH SCHOOL	\$120.00	INSTR DUES
465938	GENERAL	IOWA COMMUNICATIONS NETWORK	\$394.41	ADMIN SERVICE
465939	GENERAL	IOWA HIGH SCHOOL MUSIC ASSOC.	\$375.00	INSTR SUPPLIES
465940	ACTIVITY	IOWA HIGH SCHOOL SPEECH ASSOC	\$53.00	INSTR SUPPLIES
465941	GENERAL	IOWA HOME CARE WEST DES MOINES	\$6,600.00	INSTR SERVICE
465942	ACTIVITY	IOWA HOMELESS YOUTH CENTER	\$200.00	INSTR REFUNDS
465943	GENERAL	IOWA INTERNATIONAL CENTER	\$139.25	ADMIN SERVICE
465944	GENERAL	UNDERGROUND LOCATION COMPANY	\$247.70	MAINT SERVICE
465945	ATHLETIC	IOWA SPORTS SUPPLY INC	\$1,362.50	INSTR SUPPLIES

PAID BILLS LISTING APRIL 18, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
465946	GENERAL	IOWA TESTING PROGRAMS	\$33,776.00	INSTR SERVICE
465947	ATHLETIC	MALCOM DOUGLAS JACKSON	\$170.00	INSTR OFFICIALS
465948	PPEL	JC TOLAND PAINTING LLC	\$32,135.02	CONSTRUCT SERVICE
465949	GENERAL	JEFF CHAMBERS MUSIC	\$2,350.00	INSTR SUPPLIES
465950	MANAGEMENT	JESTER INSURANCE SERVICES	\$35,159.00	MAINT SERVICE
465951	GENERAL	JOHNSON CONTROLS	\$1,086.00	MAINT SUPPLIES
465952	GENERAL	JONES SCHOOL SUPPLY CO, INC	\$246.75	INSTR SUPPLIES
465953	GENERAL	JOSTENS	\$3,002.67	ADMIN SUPPLIES
465954	GENERAL	JOSTENS	\$2,627.09	ADMIN SUPPLIES
465955	GENERAL	KARL CHEVROLET	\$31.04	MAINT SUPPLIES
	GENERAL	KARL CHEVROLET	\$254.95	MAINT SERVICE
465956	GENERAL	KELE INC	\$174.90	MAINT SUPPLIES
465957	ATHLETIC	ERIC KOCHNEFF	\$120.00	INSTR OFFICIALS
465958	GENERAL	LANGUAGETECH INC	\$1,119.30	ADMIN SERVICE
465959	PPEL	LASER RESOURCES L.L.C.	\$7,500.00	ADMIN EQUIP
465960	GENERAL	FATIMA LAZAR	\$56.45	OTHER DISBURSEMENT
465961	GENERAL	LIVING HISTORY FARMS	\$899.25	INSTR DUES
465962	GENERAL	JOSIE LUCAS	\$383.82	OTHER DISBURSEMENT
465963	ATHLETIC	MICHAEL LUCHT	\$120.00	INSTR OFFICIALS
465964	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$451.82	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
465978	GENERAL	OFFICE DEPOT	\$750.86	INSTR SUPPLIES
	SAVE - CP	OLP CONSTRUCTION LLC	\$357,211.60	CONSTRUCT SERVICE
465979	ATHLETIC	ESAD OMANOVIC	\$120.00	INSTR OFFICIALS
465980	GENERAL	OPC DIRECT	\$501.44	ADMIN SUPPLIES
465981	GENERAL	BRANDON ORTIZ JR	\$132.57	ADMIN TRAVEL
465982	ATHLETIC	OTTER CREEK GOLF COURSE	\$544.00	INSTR SUPPLIES
465983	GENERAL	THE PAPER CORPORATION	\$15,240.00	MAINT SUPPLIES
	GENERAL	THE PAPER CORPORATION	\$7,715.86	ADMIN SUPPLIES
465984	GENERAL	CHERESE PEARSON	\$88.65	INSTR TRAVEL
465985	ATHLETIC	PIONEER MANUFACTURING	\$3,568.50	INSTR SUPPLIES
465986	GENERAL	PLUMB SUPPLY CO.	\$10,084.31	MAINT SUPPLIES
	GENERAL	PLUMB SUPPLY CO.	(\$128.48)	MAINT SUPPLIES
	GENERAL	PLUMB SUPPLY CO.	\$76.60	MAINT SUPPLIES
465987	PPEL	METEOR EDUCATION LLC	\$6,441.00	MAINT EQUIP
465988	ATHLETIC	AMOS E PURCELL IV	\$120.00	INSTR OFFICIALS
465989	ACTIVITY	QUALITY LOGO PRODUCTS INC	\$1,522.83	INSTR SUPPLIES
465990	PPEL	RECYCLED RUBBER PRODUCTS DISTRIBUTO	\$6,677.00	CONSTRUCT SUPPLIES

PAID BILLS LISTING APRIL 18, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
465991	GENERAL	NICOLE REED	\$43.89	OTHER DISBURSEMENT
465992	NON STUDENT AGENCY	REVTRAK	\$1,200.15	COMM ENG SERVICE
465993	GENERAL	FRANK RIEMAN MUSIC INC	\$12.00	INSTR SUPPLIES
	GENERAL	FRANK RIEMAN MUSIC INC	\$312.00	INSTR SERVICE
465994	GENERAL	RIO GRANDE GEMS AND FINDINGS	\$687.20	INSTR SUPPLIES
465995	GENERAL	RISER INC	\$8,275.00	MAINT SERVICE
465996	PPEL	RKB SYSTEMS LLC	\$1,488.10	CONSTRUCT EQUIP
	PPEL	RKB SYSTEMS LLC	\$187.00	CONSTRUCT SERVICE
	SAVE - CP	RKB SYSTEMS LLC	\$684.00	CONSTRUCT SERVICE
465997	GENERAL	ROBERT HALF OFFICE TEAM	\$4,164.12	ADMIN SERVICE
465998	ACTIVITY	RYDER TRANSPORTATION SERVICES	\$225.05	INSTR SUPPLIES
465999	ATHLETIC	TMS3 ENTERPRISES LLC	\$1,030.00	INSTR SUPPLIES
466000	GENERAL	SCHIPPERS ELECTRIC LLC	\$405.00	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	\$2,221.03	ADMIN SERVICE
466012	ATHLETIC	ROBERT SOREY	\$120.00	INSTR OFFICIALS
466013	ATHLETIC	AMY SPARKS	\$115.00	INSTR OFFICIALS
466014	ATHLETIC	ABIGAIL SPEICHINGER	\$115.00	INSTR OFFICIALS
466015	GENERAL	ERIN STOLTENBERG	\$900.00	INSTR SUPPLIES
466016	GENERAL	STONER MUSIC INC	\$145.00	INSTR SERVICE
466017	ATHLETIC	NICHOLAS TERHALL	\$285.00	INSTR OFFICIALS
466018	GENERAL	THINKING CAP QUIZ BOWL	\$40.00	INSTR SUPPLIES
466019	GENERAL	REBECCA THOMAS	\$239.37	OTHER DISBURSEMENT
466020	ATHLETIC	HIDAJET TICA	\$120.00	INSTR OFFICIALS
466021	GENERAL	TIMECLOCK PLUS BY DATA MGMT INC.	\$16,614.96	ADMIN SERVICE
466022	GENERAL	TK ELEVATOR CORP	\$645.84	MAINT SERVICE
466023	GENERAL	TOWNSEND CO	\$281.00	MAINT SUPPLIES
466024	GENERAL	TRACTOR SUPPLY CO TSC	\$63.98	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	\$3,327.22	MAINT SUPPLIES
	SAVE - CP	WALSH DOOR & HARDWARE	\$7,236.98	CONSTRUCT SERVICE
466037	GENERAL	WASTE MANAGEMENT OF IOWA	\$7,406.09	MAINT SERVICE
466038	GENERAL	WEST MUSIC COMPANY	\$44.90	INSTR SUPPLIES
466039	ATHLETIC	TOBY WHITE	\$172.50	INSTR OFFICIALS
466040	GENERAL	WINDSTAR LINES INC	\$1,568.00	TRANSP SERVICE
466041	ATHLETIC	SHAWN WOLFEE	\$100.00	INSTR SERVICE
466042	GENERAL	LILLIE KATHRYN WROBEL	\$400.00	INSTR SERVICE
466043	GENERAL	ROBERT HALF OFFICE TEAM	\$8,328.00	ADMIN SERVICE
		GENERAL FUND SUB-TOTAL	\$2,703,865.09	

PAID BILLS LISTING APRIL 18, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
16087	GENERAL	WINDSTREAM	\$229.93	ADMIN SERVICE
16088	ATHLETIC	GREAT WESTERN BANK	\$5,600.00	ATHLETIC CHANGE CASH
16089	ATHLETIC	GREAT WESTERN BANK	\$2,550.00	ATHLETIC CHANGE CASH
16090	ATHLETIC	ROBERT SNYDER	\$170.00	INSTR OFFICIALS
16091	ACTIVITY	ANDERSON/ERICKSON DAIRY INC.	\$135.64	INSTR SUPPLIES
16092	GENERAL	BULLSEYE TELECOM	\$92.41	ADMIN SERVICE
16093	GENERAL	MEDIACOM	\$2,600.00	ADMIN SERVICE
16094	ACTIVITY	JOHN BRADLEY MUNFORD	\$350.00	INSTR SERVICE
16095	GENERAL	WINDSTREAM	\$1,047.11	ADMIN SERVICE
16096	ATHLETIC	GREAT WESTERN BANK	\$1,000.00	ATHLETIC CHANGE CASH
16097	ACTIVITY	SAM'S CLUB	\$143.02	INSTR SUPPLIES
	GENERAL	SAM'S CLUB	\$117.62	INSTR SUPPLIES
16102	ACTIVITY	AMAZON BUSINESS	\$55.99	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$460.19	MEDIA BOOKS
	ATHLETIC	AMAZON BUSINESS	\$142.68	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$11,934.87	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$25.40	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$669.18	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$1,398.90	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$20.49	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$35.59	MEDIA SUPPLIES
	ACTIVITY	AMAZON BUSINESS	\$100.31	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$118.48	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$26.09	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$239.26	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	(\$68.84)	ADMIN SUPPLIES
	NON STUDENT AGENCY	AMAZON BUSINESS	\$9.99	INSTR SUPPLIES
GENERAL	AMAZON BUSINESS	\$244.20	ADMIN SUPPLIES	
GENERAL	AMAZON BUSINESS	\$653.94	INSTR SUPPLIES	
16103	ACTIVITY	FBLA IOWA STATE CHAPTER	\$400.00	INSTR DUES
	ACTIVITY	FBLA IOWA STATE CHAPTER	\$890.00	INSTR DUES
16104	ATHLETIC	GREAT WESTERN BANK	\$3,100.00	ATHLETIC CHANGE CASH
16105	ATHLETIC	GREAT WESTERN BANK	\$5,900.00	ATHLETIC CHANGE CASH
16106	GENERAL	MEDIACOM	\$269.95	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	\$110.00	INSTR SERVICE
700677	CHILD CARE FUND	DURHAM SCHOOL SERVICES	\$18,088.00	TRANSP SERVICE
700678	CHILD CARE FUND	REVTRAK	\$13.96	ADMIN SERVICE
		CHILD CARE FUND GRAND TOTAL	\$18,211.96	
246357	NUTRITION	AMAZON BUSINESS	\$168.84	NUTRITION SUPPLIES
246358	NUTRITION	AMERICAN BOTTLING COMPANY	\$775.20	NUTRITION SUPPLIES
246359	NUTRITION	BASCOM TRUCK & AUTOMOTIVE INC.	\$354.34	MAINT SERVICE
246360	NUTRITION	DES MOINES STAMP MFG CO	\$372.00	NUTRITION SUPPLIES
246361	NUTRITION	EMS DETERGENT SERVICES	\$152.84	NUTRITION SUPPLIES
246362	NUTRITION	GOODWIN TUCKER GROUP	\$1,021.70	MAINT SERVICE
246364	NUTRITION	LOFFREDO FRESH PRODUCE CO	\$34,618.49	NUTRITION SUPPLIES
246368	NUTRITION	MARTIN BROTHERS	\$104,566.67	NUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS	\$7,679.75	NUTRITION SUPPLIES
246369	NUTRITION	OFFICE DEPOT	\$351.08	NUTRITION SUPPLIES
246370	NUTRITION	PAN O GOLD BAKING CO	\$4,115.76	NUTRITION SUPPLIES
246371	NUTRITION	RESOURCE SERVICES INC	\$11,577.86	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/Capital Projects/PPEL/Debt Service/SAVE	\$ 2,744,745.19
Childcare Fund	\$ 18,211.96
Nutrition Fund	\$ 165,869.48

Trent Murphy, President

Ryan Weldon, Vice President

Sarah Barthole

Joy Burk

Katie Claeys

Aaron Johnson

Amy Tagliareni

Jennifer Jamison, Board Secretary



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Personnel Report

ATTACHMENTS:

File Name	Description	Type	Upload Date
Personnel_Report_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

*pending background check and/or post offer physical assessment

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

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 Pomerence	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 Swimming	Ankeny High/Centennial High	Pending Background
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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	



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Open Enrollment

ATTACHMENTS:

File Name	Description	Type	Upload Date
OE_5.2.22.pdf	Open Enrollment 5.2.22	Support Document	4/29/2022

Open Enrollment – 05/02/22 Board Agenda

Name	Grade	Resident District	Receiving District	School Year
Madsen, Adrian	2	DMPS	Ankeny	2021-22
Madsen, Charles	6	DMPS	Ankeny	2021-22
Madsen, Colin	7	DMPS	Ankeny	2021-22
Gard, Halleigh	9	SEP	Ankeny	2021-22
Hopper, Keegan	4	SEP	Ankeny	2021-22
Davis, Journey	8	Saydel	Ankeny	2022-23

Superintendent Recommendation: Approve above open enrollment requests.

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Superintendent Recommendation: Deny above open enrollment requests.



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Paid Bills

ATTACHMENTS:

File Name	Description	Type	Upload Date
May 2_2022_Paid_Bills.pdf	May 5, 2022 Paid Bills	Support Document	4/28/2022

PAID BILLS LISTING MAY 2, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
466044	GENERAL	COLLECTION SERVICES CENTER	\$540.19	OTHER DISBURSEMENT
466045	GENERAL	ROTH - COMMON REMITTER	\$675.00	OTHER DISBURSEMENT
466046	GENERAL	COMMON REMITTER SERVICES	\$3,882.09	OTHER DISBURSEMENT
466047	GENERAL	GENERAL FUND - DENTAL SERVICE	\$6,639.91	OTHER DISBURSEMENT
466048	GENERAL	GENERAL FUND	\$30.16	OTHER DISBURSEMENT
466049	GENERAL	GREAT WESTERN BANK	\$37,798.39	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$97,009.04	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$22,687.52	OTHER DISBURSEMENT
466050	GENERAL	IOWA DEPARTMENT OF REVENUE	\$159.32	OTHER DISBURSEMENT
466051	GENERAL	ISOLVED BENEFIT SERVICES	\$96.95	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$4,212.38	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$60.00	OTHER DISBURSEMENT
466052	GENERAL	NORTHERN HILLS COLLECTIONS INC	\$167.70	OTHER DISBURSEMENT
466053	GENERAL	POLK COUNTY SHERIFF	\$258.36	OTHER DISBURSEMENT
466054	GENERAL	TREASURER STATE OF IOWA	\$23,108.13	OTHER DISBURSEMENT
466055	GENERAL	UNITED STATES TREASURY	\$449.20	OTHER DISBURSEMENT
466056	GENERAL	COLLECTION SERVICES CENTER	\$3,532.62	OTHER DISBURSEMENT
466057	GENERAL	ROTH - COMMON REMITTER	\$41,880.57	OTHER DISBURSEMENT
466058	GENERAL	COMMON REMITTER SERVICES	\$75,353.40	OTHER DISBURSEMENT
466059	GENERAL	GENERAL FUND - DENTAL SERVICE	\$49,267.25	OTHER DISBURSEMENT
466060	GENERAL	GREAT WESTERN BANK	\$727,912.34	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$170,237.52	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$498,873.84	OTHER DISBURSEMENT
466061	GENERAL	ISOLVED BENEFIT SERVICES	\$1,852.89	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$48,860.11	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$43,160.48	OTHER DISBURSEMENT
466062	GENERAL	STATE DISTRIBUTION UNIT	\$546.50	OTHER DISBURSEMENT
466063	GENERAL	TREASURER STATE OF IOWA	\$243,045.87	OTHER DISBURSEMENT
466064	GENERAL	95 PERCENT GROUP	\$58.30	INSTR SUPPLIES
466065	GENERAL	ACME TOOLS	\$329.85	INSTR SUPPLIES
	GENERAL	ACME TOOLS	\$1,667.53	INSTR SUPPLIES
466066	GENERAL	ALL CITY MANAGEMENT SERVICES	\$5,382.95	MAINT SERVICE
466067	GENERAL	MICHELLE ALLEN	\$27.00	ADMIN TRAVEL
466073	ATHLETIC	AMAZON BUSINESS	\$662.93	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$9,116.57	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$154.18	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$178.56	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS	\$90.15	MEDIA SUPPLIES
	ACTIVITY	AMAZON BUSINESS	\$130.35	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$15.26	ADMIN SUPPLIES
	ACTIVITY	AMAZON BUSINESS	\$69.97	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$318.28	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$2,316.29	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$202.52	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$17.00	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$988.71	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$182.55	MEDIA BOOKS
	ACTIVITY	AMAZON BUSINESS	\$1,294.98	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$23.95	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$19.99	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$419.79	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS	\$79.97	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$617.65	ADMIN SUPPLIES
GENERAL	AMAZON BUSINESS	\$403.98	ADMIN SUPPLIES	
466074	GENERAL	AMERICAN PRINTING HOUSE FOR THE	\$70.00	INSTR SUPPLIES
466075	GENERAL	AMERICAN THERMOFORM CORP	\$79.98	INSTR SUPPLIES
466076	ATHLETIC	AMES COMM SCHOOL DISTRICT	\$125.00	INSTR DUES
466077	ACTIVITY	ANDERSON/ERICKSON DAIRY INC.	\$49.57	INSTR SUPPLIES
466078	PPEL	ANGELO ARCHITECTURAL ASSOCIATES LLC	\$7,570.00	CONSTRUCT SERVICE

PAID BILLS LISTING MAY 2, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
466079	GENERAL	ANKENY HARDWARE	\$108.00	MAINT SERVICE
	GENERAL	ANKENY HARDWARE	\$31.99	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	\$15.40	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	\$207.25	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	\$155.67	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	\$41.94	MAINT SUPPLIES
	GENERAL	ANKENY HARDWARE	\$5.99	MAINT SUPPLIES
466080	NON STUDENT AGENCY	ATLANTIC BOTTLING CO.	\$58.55	INSTR SUPPLIES
466081	ATHLETIC	JOSEPH BARNES III	\$115.00	INSTR OFFICIALS
466082	GENERAL	BLANK PARK ZOO INC	\$760.00	INSTR DUES
466083	ATHLETIC	DARKO BLAZEVIC	\$250.00	INSTR OFFICIALS
466084	GENERAL	DICK BLICK	\$180.48	INSTR SUPPLIES
466085	ACTIVITY	BOBS CUSTOM TROPHIES	\$34.00	INSTR SERVICE
	ATHLETIC	BOBS CUSTOM TROPHIES	\$52.95	INSTR SUPPLIES
466086	ATHLETIC	JOSHUA E BOYLES	\$52.50	INSTR OFFICIALS
466087	ATHLETIC	BSN SPORTS LLC	\$6,464.12	INSTR SUPPLIES
466088	GENERAL	BULB GUY LIGHTING LLC	\$930.00	MAINT SUPPLIES
466089	GENERAL	CAMBRIDGE STRATEGIC SERVICES	\$2,275.17	ADMIN TRAVEL
	GENERAL	CAMBRIDGE STRATEGIC SERVICES	\$13,750.00	ADMIN
466090	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$508.57	MAINT SUPPLIES
	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$6,622.32	MAINT SUPPLIES
	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$434.40	INSTR SUPPLIES
466091	NON STUDENT AGENCY	CARMENS FLOWERS INC	\$15.00	INSTR SUPPLIES
466092	GENERAL	CAROLINA BIOLOGICAL SUPPLY CO	\$637.65	INSTR SUPPLIES
466093	ATHLETIC	CHARLES A CHASE	\$52.50	INSTR OFFICIALS
466094	GENERAL	CIT CHARTERS	\$11,363.52	TRANSP SERVICE
466095	ATHLETIC	CHRIS CIVITATE	\$195.00	INSTR OFFICIALS
466096	ACTIVITY	ANDREW B CLASSEN	\$300.00	INSTR SERVICE
466097	GENERAL	COLLEGE ENTRANCE EXAMINATION BOARD	\$3,196.00	INSTR SUPPLIES
466098	ACTIVITY	LEGION-AIRES DRUM & BUGLE CORPS	\$2,700.00	INSTR SUPPLIES
466099	SAVE - CP	CORE STRUCTURAL SERVICES LLC	\$19,800.85	CONSTRUCT SERVICE
466100	GENERAL	BONNIE KAY CORRON	\$425.00	INSTR SERVICE
466101	GENERAL	COTTINGHAM & BUTLER INSURANCE INC	\$6,500.00	ADMIN SERVICE
466102	ACTIVITY	CROWN CLEANERS	\$2,139.70	INSTR SERVICE
466103	ATHLETIC	DANCESOUNDS	\$162.00	INSTR SUPPLIES
466104	ATHLETIC	DANCO INC	\$1,799.00	INSTR SUPPLIES
466105	SAVE - CP	DDVI INC	\$258,626.33	CONSTRUCT SERVICE
	SAVE - CP	DDVI INC	\$173,717.06	CONSTRUCT SERVICE
466106	ATHLETIC	DECKER SPORTING GOODS INC	\$8,410.85	INSTR SUPPLIES
466107	GENERAL	DEMCO INC.	\$59.92	MEDIA SUPPLIES
	GENERAL	DEMCO INC.	\$452.63	MEDIA SUPPLIES
	GENERAL	DEMCO INC.	\$85.41	MEDIA SUPPLIES
466108	ACTIVITY	DES MOINES A TO Z PARTY RENTAL, INC	\$1,084.37	INSTR SUPPLIES
466109	GENERAL	DES MOINES PERFORMING ARTS	\$118.00	INSTR DUES
466110	GENERAL	DES MOINES REGISTER COMMUNITY PUBL	\$672.58	ADMIN SERVICE
466111	ATHLETIC	GREG DOLLENS	\$115.00	INSTR OFFICIALS
466112	NON STUDENT AGENCY	DOORWAY TO COLLEGE FOUNDATION INC	\$420.00	COMM ENG SERVICE
466113	ACTIVITY	DRAMATIC PUBLISHING COMPANY	\$348.33	INSTR SERVICE
466114	GENERAL	DUET RESOURCE GROUP INC	\$2,340.23	INSTR EQUIP
466115	GENERAL	EASTEX PRODUCTS INC	\$284.25	INSTR SUPPLIES
466116	GENERAL	EDGENUITY INC	\$9,500.00	INSTR SERVICE
466117	GENERAL	ELECTRONIC ENGINEERING CO	\$232.50	MAINT SERVICE
	GENERAL	ELECTRONIC ENGINEERING CO	\$8,136.00	MAINT SERVICE
466118	GENERAL	EMS DETERGENT SERVICES	\$65.00	INSTR SUPPLIES
466119	ATHLETIC	FAIR-PLAY SCOREBOARDS	\$2,275.00	INSTR SUPPLIES
466120	GENERAL	FOLLETT CONTENT SOLUTIONS LLC	\$353.43	INSTR SUPPLIES
466121	GENERAL	FRANKLINCOVEY	\$4,655.73	INSTR SUPPLIES
466122	GENERAL	RAYMOND GEDDES & COMPANY INC.	\$30.24	INSTR SUPPLIES
	ACTIVITY	RAYMOND GEDDES & COMPANY INC.	\$121.56	INSTR SUPPLIES
466123	GENERAL	GOPHER SPORT	\$307.27	INSTR SUPPLIES
466124	GENERAL	GOVERNMENT FORMS AND SUPPLIES LLC	\$862.38	ADMIN SUPPLIES
466125	ATHLETIC	GRAPHIC EDGE LLC	\$452.55	INSTR SUPPLIES

PAID BILLS LISTING MAY 2, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
466126	ATHLETIC	BRYAN GRUHLKE	\$187.50	INSTR OFFICIALS
466127	ATHLETIC	ALMIR HAURDIC	\$230.00	INSTR OFFICIALS
466128	GENERAL	HEALTH EDCO	\$160.06	INSTR SUPPLIES
466129	GENERAL	HEARTLAND FLAGPOLES & CUSTOM FLAGS	\$247.00	MEDIA SUPPLIES
466130	GENERAL	HERC-U-LIFT INC.	\$4,869.81	MAINT SERVICE
466131	ATHLETIC	MARK HERSOM	\$52.50	INSTR OFFICIALS
466132	GENERAL	HOME DEPOT	\$418.00	MAINT SUPPLIES
	GENERAL	HOME DEPOT	\$119.00	ADMIN SUPPLIES
	GENERAL	HOME DEPOT	\$209.81	MAINT SUPPLIES
466133	GENERAL	HY-VEE - N. ANKENY BLVD	\$5.49	ADMIN SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$71.39	INSTR SUPPLIES
	ATHLETIC	HY-VEE - N. ANKENY BLVD	\$17.84	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$981.11	INSTR SUPPLIES
466134	GENERAL	HY-VEE - PRAIRIE TRAIL	\$281.41	INSTR SUPPLIES
	GENERAL	HY-VEE - PRAIRIE TRAIL	\$15.73	INSTR SUPPLIES
	NON STUDENT AGENCY	HY-VEE - PRAIRIE TRAIL	\$145.16	INSTR SUPPLIES
	NON STUDENT AGENCY	HY-VEE - PRAIRIE TRAIL	\$100.00	INSTR SUPPLIES
466135	GENERAL	ILA/IASL	\$13.00	MEDIA SUPPLIES
466136	ATHLETIC	INDIANOLA ATHLETIC DEPARTMENT	\$60.00	INSTR DUES
466137	ACTIVITY	INDIANOLA COMMUNITY SCHOOLS	\$95.00	INSTR SUPPLIES
466138	GENERAL	INFINITE CAMPUS	\$520.00	ADMIN SERVICE
466139	GENERAL	INFOMAX OFFICE SYSTEMS	\$5,172.07	ADMIN SERVICE
466140	GENERAL	INTERNATIONAL PAPER CO	\$92.63	MAINT SERVICE
466141	GENERAL	IOWA FFA ENRICHMENT CENTER	\$115.75	ADMIN SUPPLIES
	GENERAL	IOWA FFA ENRICHMENT CENTER	\$346.50	ADMIN SERVICE
466142	ATHLETIC	IOWA HIGH SCHOOL ATHLETIC ASSOC.	\$768.00	INSTR DUES
466143	GENERAL	IOWA HIGH SCHOOL MUSIC ASSOC.	\$500.00	INSTR DUES
	GENERAL	IOWA HIGH SCHOOL MUSIC ASSOC.	\$600.00	INSTR SUPPLIES
466144	GENERAL	IP VIDEO MARKET INFO INC	\$199.00	MAINT SUPPLIES
466145	ATHLETIC	WILLIAM JOHNSON	\$52.50	INSTR OFFICIALS
466146	ATHLETIC	DON J JOHNSON	\$220.00	INSTR OFFICIALS
466147	ATHLETIC	JOHNSTON HIGH SCHOOL	\$60.00	INSTR DUES
466148	GENERAL	JOSTENS	\$18.45	ADMIN SUPPLIES
	GENERAL	JOSTENS	\$2,536.89	ADMIN SUPPLIES
466149	GENERAL	LARGEFOOT LLC	\$125.00	ADMIN SERVICE
466150	GENERAL	KENDALL HUNT PUBLISHING COMPANY	\$4,372.12	INSTR BOOKS
466151	ATHLETIC	DALE KLOCKE	\$52.50	INSTR OFFICIALS
466152	SAVE - CP	KRUCK PLUMBING & HEATING CO INC	\$9,500.00	CONSTRUCT SERVICE
466153	GENERAL	LAKESHORE LEARNING MATERIALS	\$160.52	INSTR SUPPLIES
466154	PPEL	LASER RESOURCES L.L.C.	\$5,950.00	ADMIN EQUIP
466155	GENERAL	LEADING EDGE LAMINATING	\$723.86	ADMIN SUPPLIES
466156	GENERAL	LEARNING WITHOUT TEARS	\$3,676.31	INSTR SUPPLIES
466157	ACTIVITY	JONATHAN P LEWIS	\$175.00	INSTR SERVICE
466158	GENERAL	LIVING HISTORY FARMS	\$1,410.75	INSTR DUES
466159	ATHLETIC	NICHOLAS LUCHT	\$105.00	INSTR OFFICIALS
466160	ACTIVITY	GAYLE LUNDAK	\$175.00	INSTR SERVICE
466161	GENERAL	MAIL SERVICES LLC	\$3,596.67	ADMIN SERVICE
466162	GENERAL	MAJESTIC LIMOUSINE SERVICE LLC	\$3,961.50	TRANSP SERVICE
466163	ACTIVITY	MARTIN BROTHERS	\$386.46	INSTR SUPPLIES
	GENERAL	MARTIN BROTHERS	\$4,392.96	INSTR SUPPLIES
	GENERAL	MARTIN BROTHERS	\$535.82	INSTR SUPPLIES
466164	GENERAL	MCDONALD IMAGING SOLUTIONS INC	\$1,224.60	INSTR SUPPLIES
466165	ACTIVITY	DARRIN MELL	\$3,000.00	INSTR SUPPLIES
466166	GENERAL	MENARDS	\$65.46	MAINT SUPPLIES
	ACTIVITY	MENARDS	\$4,128.15	INSTR SUPPLIES
	GENERAL	MENARDS	\$150.33	MAINT SUPPLIES
	GENERAL	MENARDS	\$36.04	MAINT SUPPLIES
466167	GENERAL	METRO SEW & VAC	\$832.00	INSTR SUPPLIES
466169	GENERAL	MIDAMERICAN ENERGY COMPANY	\$118,475.94	MAINT SUPPLIES
	GENERAL	MIDAMERICAN ENERGY COMPANY	\$7,138.74	MAINT SUPPLIES
466170	ATHLETIC	JOHN C MISTRETTA	\$52.50	INSTR OFFICIALS

PAID BILLS LISTING MAY 2, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
466171	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	\$125.76	ADMIN SERVICE
	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	\$567.67	ADMIN SERVICE
466172	ATHLETIC	BLAKE MORROW	\$115.00	INSTR OFFICIALS
466173	ACTIVITY	MUSCATINE CHORAL BOOSTERS	\$900.00	INSTR DUES
466174	ATHLETIC	NORCOSTCO	\$645.40	INSTR EQUIP
	ATHLETIC	NORCOSTCO	\$65.00	INSTR SUPPLIES
466175	GENERAL	OFFICE DEPOT	\$96.58	MAINT SUPPLIES
	GENERAL	OFFICE DEPOT	\$2,330.34	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$418.85	INSTR SUPPLIES
466176	ATHLETIC	DAMIAN ANDREW O'HARE	\$135.00	INSTR OFFICIALS
466177	ATHLETIC	AUSTIN OLIVER	\$400.00	INSTR REFUNDS
466178	GENERAL	OPC DIRECT	\$642.69	ADMIN SUPPLIES
466179	SAVE - CP	OPN ARCHITECTS	\$16,729.69	CONSTRUCT SERVICE
466180	GENERAL	THE PAPER CORPORATION	\$779.95	ADMIN SUPPLIES
466181	ATHLETIC	TRENT PAYNE	\$115.00	INSTR OFFICIALS
466182	ACTIVITY	PENSKE TRUCK LEASING CO. LP	\$3,482.93	INSTR TRAVEL
466183	GENERAL	J W PEPPER	\$948.98	INSTR SUPPLIES
466184	GENERAL	PER MAR SECURITY & RESEARCH CORP	\$40.00	MAINT SERVICE
	GENERAL	PER MAR SECURITY & RESEARCH CORP	\$7,558.27	MAINT SERVICE
466185	GENERAL	THE PERFECTION LEARNING CORP.	\$889.21	INSTR SUPPLIES
466186	ATHLETIC	VILA PHOTHIBOCPHA	\$115.00	INSTR OFFICIALS
466187	GENERAL	PIONEER VALLEY BOOKS	\$49.50	INSTR SUPPLIES
466188	GENERAL	PLUMB SUPPLY CO.	\$92.28	MAINT SUPPLIES
466189	GENERAL	PUSH PEDAL PULL	\$132.84	INSTR SERVICE
	ATHLETIC	PUSH PEDAL PULL	\$132.16	INSTR SERVICE
	GENERAL	PUSH PEDAL PULL	\$132.16	INSTR SERVICE
466190	GENERAL	RAPTOR TECHNOLOGIES INC	\$100.00	ADMIN SUPPLIES
466191	GENERAL	REALLY GOOD STUFF LLC	\$476.04	INSTR SUPPLIES
466192	GENERAL	RELIABLE ROOFING	\$1,390.00	MAINT SERVICE
466193	ACTIVITY	RIBBONS GALORE	\$96.14	INSTR SUPPLIES
466194	ATHLETIC	RIDDELL/ALL AMERICAN SPORTS CORP	\$2,909.50	INSTR SUPPLIES
466195	GENERAL	FRANK RIEMAN MUSIC INC	\$93.09	INSTR SUPPLIES
	GENERAL	FRANK RIEMAN MUSIC INC	\$82.00	INSTR SERVICE
	GENERAL	FRANK RIEMAN MUSIC INC	\$500.00	ADMIN EQUIP
466196	GENERAL	RKB SYSTEMS LLC	\$1,696.30	MAINT EQUIP
466197	ATHLETIC	CHRISTOPHER KYLE ROBERTS	\$110.00	INSTR OFFICIALS
466198	ATHLETIC	RSCHOOL TODAY	\$3,590.00	INSTR SERVICE
466199	ACTIVITY	SAM'S CLUB	\$406.87	INSTR SUPPLIES
	GENERAL	SAM'S CLUB	\$940.42	INSTR SUPPLIES
466200	ATHLETIC	TMS3 ENTERPRISES LLC	\$2,355.00	INSTR SUPPLIES
	ATHLETIC	TMS3 ENTERPRISES LLC	\$355.00	INSTR SERVICE
466201	GENERAL	SCHOLASTIC BOOK FAIRS	\$186.53	MEDIA BOOKS
466202	GENERAL	SCHOLASTIC INC/MAGAZINES	\$183.26	INSTR SUPPLIES
466203	GENERAL	SCHOOL HEALTH CORPORATION	\$314.98	ADMIN SUPPLIES
	GENERAL	SCHOOL HEALTH CORPORATION	\$18.44	ADMIN SUPPLIES
466204	GENERAL	SCHOOL SPECIALTY LLC	\$94.16	MAINT SUPPLIES
	GENERAL	SCHOOL SPECIALTY LLC	\$179.99	INSTR SUPPLIES
466205	GENERAL	SCIENCE CENTER OF IOWA	\$1,194.00	INSTR DUES
466206	GENERAL	SECURITAS SECURITY SERVICES USA INC	\$4,876.64	ADMIN SERVICE
466207	ACTIVITY	SIGNCRAFT LLC	\$489.00	INSTR SUPPLIES
466208	SAVE - CP	RALPH N SMITH INC	\$24,320.74	CONSTRUCT SERVICE
466209	ATHLETIC	MUNIZ SOFTIC	\$52.50	INSTR SERVICE
466210	ATHLETIC	ROBERT SOREY	\$115.00	INSTR OFFICIALS
466211	SAVE - CP	SYSTEM WORKS LLC	\$4,560.00	CONSTRUCT SERVICE
466212	ATHLETIC	CRYSTAL TATE	\$52.50	INSTR OFFICIALS
466213	ATHLETIC	HIDAJET TICA	\$52.50	INSTR OFFICIALS
466214	ATHLETIC	CADE TOMLINSON	\$180.00	INSTR SERVICE
466215	ATHLETIC	RODNEY TOMLINSON	\$450.00	INSTR SERVICE
466216	GENERAL	TRESONA MULTIMEDIA LLC	\$1,020.00	INSTR SUPPLIES
466217	DEBT SERVICE	UMB (F/K/A BANKERS TRUST)	\$600.00	DEBT SVC SERVICE
	SAVE - DEBT SERVICE	UMB (F/K/A BANKERS TRUST)	\$300.00	DEBT SVC SERVICE
466218	GENERAL	UNITYPOINT AT HOME	\$11,250.00	INSTR SERVICE

PAID BILLS LISTING MAY 2, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
466219	GENERAL	UPDATE LTD	\$325.98	ADMIN SUPPLIES
466220	GENERAL	URBAN SUPERINTENDENTS ASSOC AMERICA	\$650.00	ADMIN DUES
466221	ATHLETIC	URBANDALE HIGH SCHOOL	\$310.00	INSTR DUES
466222	ATHLETIC	VALLEY HIGH SCHOOL	\$100.00	INSTR DUES
466223	ATHLETIC	AARON VALLEY	\$135.00	INSTR OFFICIALS
466224	GENERAL	VAN WALL EQUIPMENT INC	\$784.56	MAINT SERVICE
	PPEL	VAN WALL EQUIPMENT INC	\$24,360.00	MAINT EQUIP
466225	GENERAL	VERITIV OPERATING CO	\$1,152.39	ADMIN SUPPLIES
466226	ATHLETIC	RICHARD P VOYEK	\$115.00	INSTR OFFICIALS
466227	SAVE - CP	WALSH DOOR & HARDWARE	\$16,548.51	CONSTRUCT SERVICE
	SAVE - CP	WALSH DOOR & HARDWARE	\$1,501.28	CONSTRUCT SERVICE
466228	GENERAL	WASTE MANAGEMENT OF IOWA	\$469.92	MAINT SERVICE
466229	ATHLETIC	WAUKEE COMMUNITY SCHOOLS	\$75.00	INSTR DUES
466230	ATHLETIC	WEE'S TEES LLC	\$3,606.98	INSTR SUPPLIES
466231	GENERAL	CLAYTON WERKMAN	\$94.77	TRANSP SUPPLIES
466232	GENERAL	WEST MUSIC COMPANY	\$709.95	INSTR SUPPLIES
466233	GENERAL	WINDSTAR LINES INC	\$1,526.00	TRANSP SERVICE
466234	GENERAL	WINDSTREAM	\$41.18	ADMIN SERVICE
466235	ATHLETIC	SHAWN WOLFFEE	\$100.00	INSTR OFFICIALS
466236	GENERAL	ZANER-BLOSER INC	\$1,131.42	INSTR SUPPLIES
		GENERAL FUND SUB-TOTAL	\$3,041,882.31	
16108	ATHLETIC	GREAT WESTERN BANK	\$6,600.00	ATHLETIC CHANGE CASH
16109	ATHLETIC	GREAT WESTERN BANK	\$6,200.00	ATHLETIC CHANGE CASH
16110	GENERAL	CENTURY LINK	\$491.75	ADMIN SERVICE
16111	GENERAL	CITY OF ANKENY - WATER	\$32,622.93	MAINT SERVICE
16112	GENERAL	MCI	\$213.63	ADMIN SERVICE
16113	GENERAL	MIDAMERICAN ENERGY	\$39,754.92	MAINT SUPPLIES
16114	GENERAL	UNITED STATES CELLULAR	\$850.80	ADMIN SERVICE
16115	GENERAL	VERIZON WIRELESS	\$787.52	ADMIN SERVICE
16116	GENERAL	WINDSTREAM	\$989.98	ADMIN SERVICE
16121	ACTIVITY	GREAT WESTERN BANK VISA	\$3,389.46	SEE VISA DETAIL
	ATHLETIC	GREAT WESTERN BANK VISA	\$9,370.48	SEE VISA DETAIL
	GENERAL	GREAT WESTERN BANK VISA	\$15,504.77	SEE VISA DETAIL
	NON STUDENT AGENCY	GREAT WESTERN BANK VISA	\$1,110.23	SEE VISA DETAIL
16122	ATHLETIC	GREAT WESTERN BANK	\$2,000.00	ATHLETIC CHANGE CASH
16123	ATHLETIC	GREAT WESTERN BANK	\$2,650.00	ATHLETIC CHANGE CASH
16124	GENERAL	CENTURY LINK	\$127.93	ADMIN SERVICE
	NON STUDENT AGENCY	CENTURY LINK	\$32.29	COMM ENG SERVICE
16125	GENERAL	WINDSTREAM	\$4,489.18	ADMIN SERVICE
		GENERAL FUND SUB-TOTAL	\$127,185.87	
		GENERAL FUND GRAND TOTAL	\$3,169,068.18	
700679	CHILD CARE FUND	HY-VEE - N. ANKENY BLVD	\$39.90	INSTR SUPPLIES
700680	CHILD CARE FUND	HY-VEE - PRAIRIE TRAIL	\$55.09	INSTR SUPPLIES
		CHILD CARE FUND SUB-TOTAL	\$94.99	
20181	CHILD CARE FUND	VERIZON WIRELESS	\$463.32	ADMIN SERVICE
20182	CHILD CARE FUND	GREAT WESTERN BANK VISA	\$1,028.68	SEE VISA DETAIL
		CHILD CARE FUND SUB-TOTAL	\$1,492.00	
		CHILD CARE FUND GRAND TOTAL	\$1,586.99	
246373	NUTRITION	AMAZON BUSINESS	\$8.99	NUTRITION SUPPLIES
	NUTRITION	AMAZON BUSINESS	\$1,410.84	NUTRITION SUPPLIES
246374	NUTRITION	AMERICAN BOTTLING COMPANY	\$390.00	NUTRITION SUPPLIES
246375	NUTRITION	ANDERSON/ERICKSON DAIRY INC.	\$40,446.31	NUTRITION SUPPLIES
246376	NUTRITION	EMS DETERGENT SERVICES	\$2,061.78	NUTRITION SUPPLIES
246377	NUTRITION	ITW FOOD EQUIPMENT GROUP LLC	\$742.31	MAINT SERVICE

PAID BILLS LISTING MAY 2, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
246378	NUTRITION	HY-VEE - PRAIRIE TRAIL	\$29.13	NUTRITION SUPPLIES
246380	NUTRITION	LOFFREDO FRESH PRODUCE CO	\$37,778.97	NUTRITION SUPPLIES
246386	NUTRITION	MARTIN BROTHERS	\$141,043.29	NUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS	\$13,055.82	NUTRITION SUPPLIES
246387	NUTRITION	SHONNA MURREY	\$27.40	NUTRITION REFUNDS
246388	NUTRITION	JOELLEN MYERS	\$182.78	NUTRITION REFUNDS
246389	NUTRITION	KELLY PARLIAMENT	\$65.80	NUTRITION REFUNDS
246390	NUTRITION	RAPIDS FOODSERVICE (USE 36381)	\$237.16	NUTRITION SUPPLIES
246391	NUTRITION	JENNIFER RATCLIFF	\$250.00	NUTRITION REFUNDS
246392	NUTRITION	RESOURCE SERVICES INC	\$1,457.54	MAINT SERVICE
246393	NUTRITION	AMY STEPHENS	\$113.75	NUTRITION REFUNDS
		NUTRITION FUND SUB-TOTAL	\$239,301.87	
51762	NUTRITION	GREAT WESTERN BANK VISA	\$741.37	SEE VISA DETAIL
		NUTRITION FUND SUB-TOTAL	\$741.37	
		NUTRITION FUND GRAND TOTAL	\$240,043.24	

PAID BILLS LISTING MAY 2, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

This is to certify that the following expenditures have been approved this 2nd day of May, 2022

General Fund/Student Activity/Capital Projects/PPEL/Debt Service/SAVE	\$ 3,169,068.18
Childcare Fund	\$ 1,586.99
Nutrition Fund	\$ 240,043.24

Trent Murphy, President

Ryan Weldon, Vice President

Sarah Barthole

Joy Burk

Katie Claeys

Aaron Johnson

Amy Tagliareni

Jennifer Jamison, Board Secretary

PAID BILLS LISTING MAY 2, 2022
 ANKENY CSD BOARD MEETING FISCAL 2021-22

**Detail - Visa Procurement Cards
 May 1, 2022**

VENDOR	AMOUNT
Veo Technologies	2,049.00
Eat the Captain Football	2,000.00
Menards	1,849.17
University of Northern Iowa	1,575.00
Amazon	1,507.91
Wee's Tees	1,494.00
Bunny Bruning	1,440.00
AASPA	1,400.00
Hyatt Regency	1,203.10
Airtable.com	1,104.00
LinkedIn	989.04
Skateland	785.00
Nat'l Restaurant Solutions	695.37
Home Depot	666.45
Main Street Café	647.55
Iowa Cheer Assoc	605.25
Varsity Bound	600.00
Hobby Lobby	533.54
Indeed.com	496.56
BDS Laundry Systems	481.84
Domino's Pizza	481.64
Target	469.41
Gipper Media	450.00
Questions Unlimited	400.00
Jethro's	379.13
Casey's	359.60
Smokey D's	358.21
Surveillance Video	302.76
Walmart	277.94
Junior Library Guild	266.00
UPS Store	255.33
JW Pepper	253.99
Ames Fitness	250.79
Shutterstock	237.00
Jimmy John's	228.00
Hy-Vee	201.49
Google Ads	200.00
Great Western Bank	200.00
Iowa Workbase Learning	200.00
NFHS Career Center	200.00
Tropical Smoothie Café	155.48
FleetFarm	139.99
Grammarly	139.95
Think Social Publishing	137.44
Facebook	132.58
Uncle Bill's Farm	130.00
Greenwood Heineman	128.70
Sam's Club	126.64

PAID BILLS LISTING MAY 2, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

**Detail - Visa Procurement Cards
May 1, 2022**

VENDOR	AMOUNT
MoiraSmiley.com	126.00
Scholastic	120.84
Seesaw Learning	120.00
AllPartitions.com	119.00
Ace Fundraising	104.50
EMC2 Learning	100.00
NIAAA	99.00
Ankeny Hardware	89.97
IowaAgriculture.gov	75.00
NAEIR	72.75
Heartland AEA	72.30
Fareway	66.88
Vorland Photography	65.00
IJazz Music	60.00
Little Caesars	59.90
Carmen's Flowers	57.00
Michael's	52.41
Gannett	51.00
Drake University	50.00
ISU Extension	50.00
Earl May	47.96
Mailchimp	46.99
Pac Supply	46.90
School Nutrition Assoc	46.00
Screenful	43.00
Writereader.com	39.00
Adobe	37.09
Boom Cards	20.00
Subway	17.76
Boomerang	14.99
EasyKeys.com	12.67
SignUp Genius	11.99
Teacherspayteachers.com	9.99
New York Times	7.95
Dollar Tree	7.80
Arty Crafty Kids	5.00
Spotify	-
Apple	(1.50)
Infinite Campus	(65.00)
Total	31,144.99



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Personnel Report

ATTACHMENTS:

File Name	Description	Type	Upload Date
Personnel_5.2.22.pdf	Personnel Report 5.2.22	Support Document	4/29/2022



**AMENDED
Personnel Memorandum
May 2, 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
Michelle Kelley	Secretary	Ankeny High	
Jeanie Schlotterback	Cook 2	Northwest Elementary	Reassigned from Cook I
Kasandra Villegas	Cook 2	Heritage Elementary	Reassigned from Cook I

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Stacey Deist	HVAC-Master	Maintenance	Resignation
Kristina Sadler	Special Education Associate	Ashland Ridge Elementary	Resignation
Rachel Brummel	Special Education Associate	Centennial High	Resignation
Sarah Dilling	Food Service	Centennial High	Resignation
Michelle Baca	Special Education Associate	Northwest Elementary	Resignation
Emili Gonzalez	Cook	Prairie Trail Elementary	Resignation
Leya Mitchell	Special Education Associate	Ankeny High	Resignation

Appointments - Administrative

Employee	Position	Location	Notes

Resignations - Administrative

Employee	Position	Location	Notes

Appointments - Extra-Curricular

Employee	Position	Location	Notes

Resignations - Extra Curricular

Employee	Position	Location	Notes

SY 22-23

*pending background check and/or post offer physical assessment

Appointments - Certified

Employee	Position	Location	Notes
Julie Heiden	5th Grade Teacher	Prairie Trail Elementary	Transferring from 3rd Grade at Southeast Elementary
Kelsey Grulke	1st Grade Teacher	Heritage Elementary	
Matthew Johnson	Social Studies	Ankeny High	
Chloe Schoepke	2nd Grade	Rock Creek Elementary	Pending BOEE Licensure
Kelly Rolland	3rd Grade	Ashland Ridge Elementary	Transferring from 5th Grade at Westwood Elementary
Brandice TeGrootenhuis	Kindergarten	Northeast Elementary	Reassigned from 1st Grade at Northeast Elementary
Kelly Sprague	1st Grade Teacher	Northeast Elementary	Reassigned from 3rd Grade at Northeast Elementary
Kayla Kvach	4th Grade Teacher	Northeast Elementary	Reassigned from 1st Grade at Northeast Elementary
Kari Olsen	Spanish	Centennial High	
Johnathon Bingham	Special Education	Ankeny High	
Kathryn Shalkowski	Math	Prairie Ridge Middle School	Transfer from 4th Grade at Northeast Elementary
Kelsey Rincon	3rd Grade Teacher	Northeast Elementary	Pending BOEE Licensure

Lindsey Teig	Instructional Coach	Prairie Ridge Middle School	Transferring from 6th Grade Math at Parkview Middle School
Timothy Olson	9th Grade Language Arts	Northview Middle School	

Resignations - Certified

Employee	Position	Location	Notes
Ashley Van Wyngarden	Science	Ankeny High	Resignation
Allison Schreck	Kindergarten Teacher	Northeast Elementary	Resignation
Emily Sperfslage	9th Grade English	Northview Middle School	Resignation
Jill Guthrie	Special Education	Centennial High	Resignation
Rachel Dowhan	Special Education	Centennial High	Resignation
Rochelle Fopma	Kindergarten Teacher	Rock Creek Elementary	Resignation
Michele Wright	Nurse	Westwood Elementary	Resignation

Appointments - Classified / Confidential

Employee	Position	Location	Notes

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Jane Wood	Special Education Associate	Westwood Elementary	Retirement
Linda Schmitt	Special Education Associate	Rock Creek Elementary	Resignation
Lori Cox	Special Education Associate	Prairie Trail Elementary	Resignation

Stephen Raver	Teacher Associate	Ashland Ridge Elementary	Retirement
Beth Luke	Preschool Associate	Terrace Learning Center	Resignation
Jannette Atchison	Cook I	Northview Middle School	Resignation
Rachel McCoy	Special Education Associate	Westwood Elementary	Resignation

Appointments - Administrative

Employee	Position	Location	Notes
Laura Ryan	Elementary Principal	Heritage Elementary	Reassigned from Elementary Principal at Northeast Elementary
Gina Beck	Gifted and Talented Specialist	District Office	
Adam McDonnell	Activities/Athletic Director	Ankeny High	
Whitney Longtin	Assistant Principal	Southeast Elementary	Reassigned from Assistant Principal at Westwood Elementary

Resignations - Administrative

Employee	Position	Location	Notes
Amanda Balk	SAM	Southeast Elementary	Resignation
Tom Muhlenbruck	Principal	Principal	Retirement
Amy Dittmar	Director of Elementary Education	District Office	Resignation

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Greg Severseike	8th Head Football	Northview Middle School	Reassigned from 10th Head Football

Ryan Webb	9th Assistant Football	Southview	
Louis Ferguson	10th Head Volleyball	Ankeny High	
Greg Schoon	10th Assistant Football	Ankeny High	Pending Background
Katie Banowetz	JV Softball	Centennial High	

Resignations - Extra Curricular

Employee	Position	Location	Notes
Marc Shalkowski	9th Assistant Boys Basketball	Northview	
Shelby Lindaman	Assistant Dance Coach	Ankeny High	
Kenneth Vacek	9th Assistant Football	Southview	
Quinn Groff	8th Assistant Girls Basketball	Southview	



ANKENY
COMMUNITY SCHOOL DISTRICT
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
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No Attachments Available



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: 2022-23 Student Fees - Nutrition and Transportation

ATTACHMENTS:

File Name	Description	Type	Upload Date
StudentFees_Fy23 - Nutrition and Transportation.pdf	FY23 Student Fees - Nutrition and Transportation	Support Document	4/29/2022

Note: Bold Text Denotes A Change

FY22	FY23	FREQ.
------	------	-------

Transportation

Pay-to-Ride - Each Student	\$ 490.00	\$ 490.00	Once/Annually
Pay-to-Ride - Each Student - 1-Way Service	\$ 245.00	\$ 245.00	Once/Annually
Pay-to-Ride - Each Reduced Price Student	\$ 245.00	\$ 245.00	Once/Annually
Pay-to-Ride - Each Reduced Price Student - 1-Way Service	\$ 122.50	\$ 122.50	Once/Annually
Replacement Bus Pass	\$ 6.00	\$ 6.00	Event
Replacement Badge Holder	\$ 1.00	\$ 1.00	Event

Nutrition Program

Student Single Lunch - (K-5)	Free	\$ 2.90	Per Meal
Student Single Lunch - (6-7)	Free	\$ 3.00	Per Meal
Student Single Lunch - (8-12)	Free	\$ 3.10	Per Meal
Extra Entrée	\$2.00 - \$4.50	\$ 2.80	Per Meal
Second Lunch - All Levels	\$ 3.95	\$ 3.95	Per Meal
Reduced Price Lunch	\$ 0.40	\$ 0.40	Per Meal
Milk	\$ 0.50	\$ 0.50	Per Meal
Adult Single Lunch	\$ 3.95	\$ 4.00	Per Meal
Student Single Breakfast - (K-5)	Free	\$ 1.95	Per Meal
Student Single Breakfast - (6-7)	Free	\$ 2.05	Per Meal
Student Single Breakfast -(8-12)	Free	\$ 2.10	Per Meal
Reduced Price Breakfast	\$ 0.30	\$ 0.30	Per Meal
Adult Single Breakfast	\$ 2.50	\$ 2.60	Per Meal

Refunds: To be consistent across the district each building will use this method for charging and refunding the above textbook rental and pay-to-ride fees:

1. Student enters at beginning of year and stays all year. Charge full amount / no refund.
2. Student enters at beginning of year and leaves anytime in first semester. Charge full amount / refund 50%.
3. Student enters at beginning of year and leaves anytime in second semester. Charge full amount / no refund.
4. Student enters anytime first semester charge 100%.
5. Student enters anytime second semester charge 50%.

*Except were specifically listed above for a reduced price fee, Students who qualify under the NSLP income guidelines may have their textbook rental reduced by 50% for reduced status and no charge for free status. (Ex. K-5 textbook for a reduced fee student would be \$60 x .5 = \$30.00.)



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: IASB School Board Recognitions

ATTACHMENTS:

File Name	Description	Type	Upload Date
No Attachments Available			



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Presentation: West Wind Report

ATTACHMENTS:

File Name	Description	Type	Upload Date
District Audit BOARD Presentation 05-02-22.pdf	Board Presentation 5.2.22	Support Document	4/29/2022

Ankeny Community School District

District Audit

Circe Stumbo

President
West Wind Education Policy Inc.

May 2, 2022

West Wind
EDUCATION POLICY

District Audit

The Ankeny Community School District (ACSD) commissioned West Wind Education Policy Inc. to conduct a district audit in order to:

- ▶ understand the state of diversity, equity, and inclusion in Ankeny;
- ▶ identify key areas of opportunity and growth; and
- ▶ support ACSD's continuous improvement.

Audit Documents

- ▶ Executive Summary
- ▶ Audit Report

<https://bit.ly/AnkenyAuditReport>

- ▶ District Audit Reference Report

[https://bit.ly/ACSDAuditReference
Report](https://bit.ly/ACSDAuditReferenceReport)

Who the Audit Is For

- ▶ This audit is offered to help ACSD staff, students, leaders, and community members more fully understand how to improve the outcomes and experiences of the ACSD student body and staff.

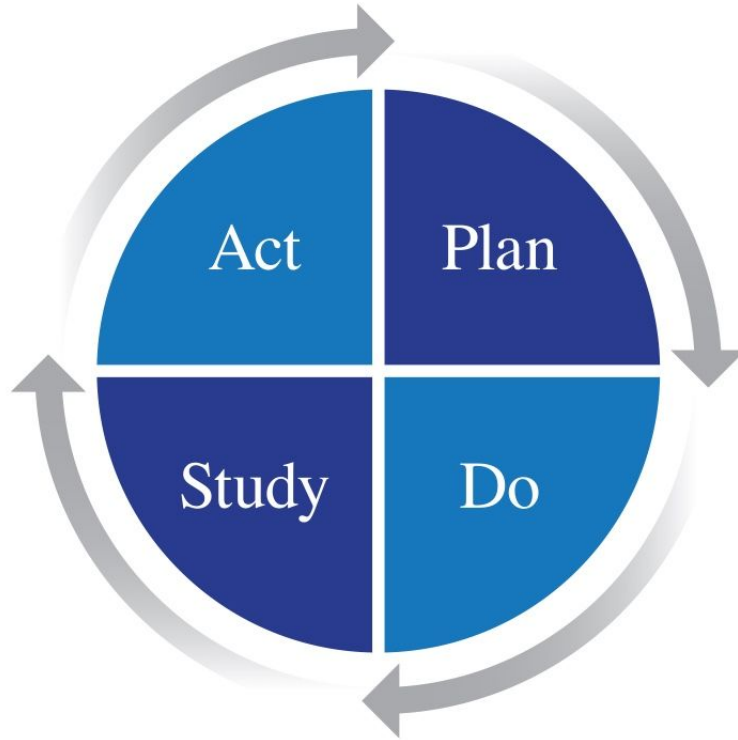
Who the Audit Is For

- ▶ This audit is offered to help ACSD staff, students, leaders, and community members more fully understand how to improve the outcomes and experiences of the ACSD student body and staff.
- ▶ The audit investigates characteristics of the ACSD system that will be supportive of **all** ACSD students and those that could be improved to realize the district's commitment to serving all students.

A Process of Discovery and Continuous Improvement

- ▶ Not a definitive statement of what ACSD IS, but a snapshot of what ACSD may wish to celebrate and where ACSD may wish to grow
- ▶ Not a grade (e.g., A, B, C, D, F), but a set of recommendations for action and further inquiry

Continuous Improvement Processes

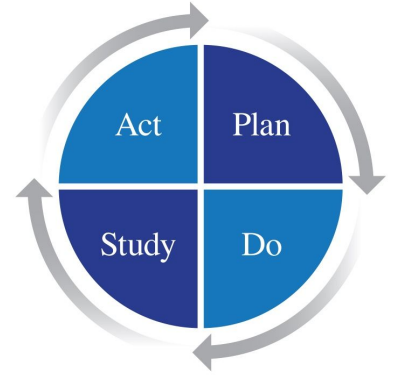


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Image from The W. Edward Deming Institute, <https://deming.org/explore/pdsa/>

The “Plan” Stage

- ▶ Identify problems of practice to tackle
- ▶ Develop a vision for a desired future state where the problem has been solved
- ▶ Identify and investigate gaps between the desired future state and the current state of affairs
 - ▷ Root cause analyses
 - ▷ Investigations into what has worked in other settings to address similar gaps



Stakeholder Voice

- ▶ The words of students are central to the analysis.
- ▶ We worked hard to capture the input from Ankeny's stakeholders; in today's context, we will not have adequately captured every voice on every side of this work, as stakeholders expressed both strong support and disapproval of the DEI work within the district.

Audit: Three Waves

First Wave

Review information to identify key areas of inquiry for the audit

- ▶ Disaggregated student data
- ▶ Interviews with district staff
- ▶ Feedback from presentations to the school board, the DEI Leadership Team, and the Equity Committee
- ▶ Student and parent focus groups
- ▶ A voluntary parent/family survey
- ▶ Information gleaned from public forums

Second Wave

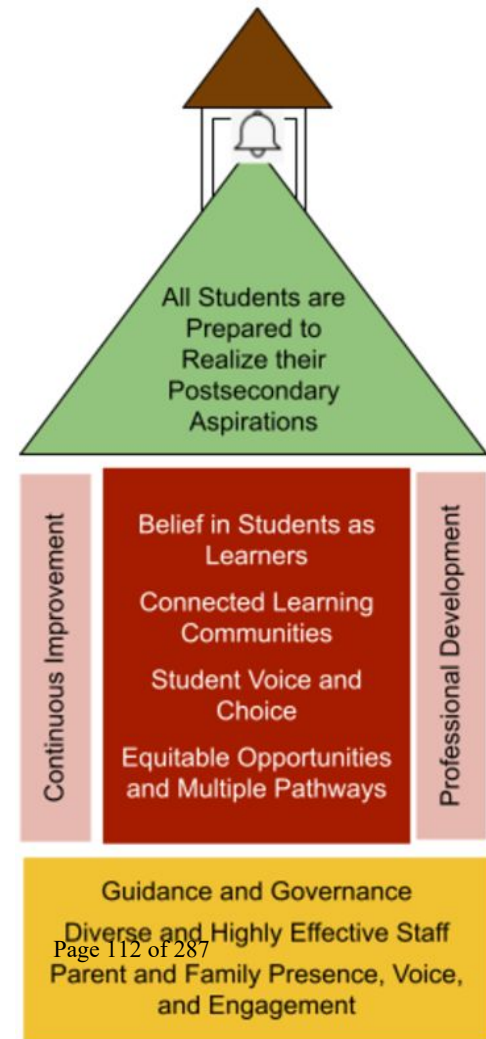
- ▶ Used the DEI Framework to focus analysis of the gap between the desired future state and the current state
- ▶ West Wind offered to expand the project scope to interview four principals and to conduct four teacher focus groups, as well as to review additional information gleaned from forums and meetings with stakeholders held by ACSD staff

DEI Framework Provides the Outline for the Audit

- ▶ While conducting the audit, ACSD also has been developing its Diversity, Equity, and Inclusion (DEI) Framework, which codifies Ankeny's belief that all students can achieve at high levels and demonstrate readiness for postsecondary and career pathways.
- ▶ The two processes have informed each other and together they are designed to support all students.

District Audit

- ▶ The audit report is organized around the components of the DEI Framework; you will find detailed findings in each of the component sections.
- ▶ We also provided a Reference Report that includes the research base behind each component and more details about the findings and recommendations.



Third Wave

- ▶ West Wind reviewed key patterns, themes, and the research base, and developed recommendations for consideration
- ▶ We highlighted 11 recommendations in the Executive Summary, curated from our 49 recommendations in the Report

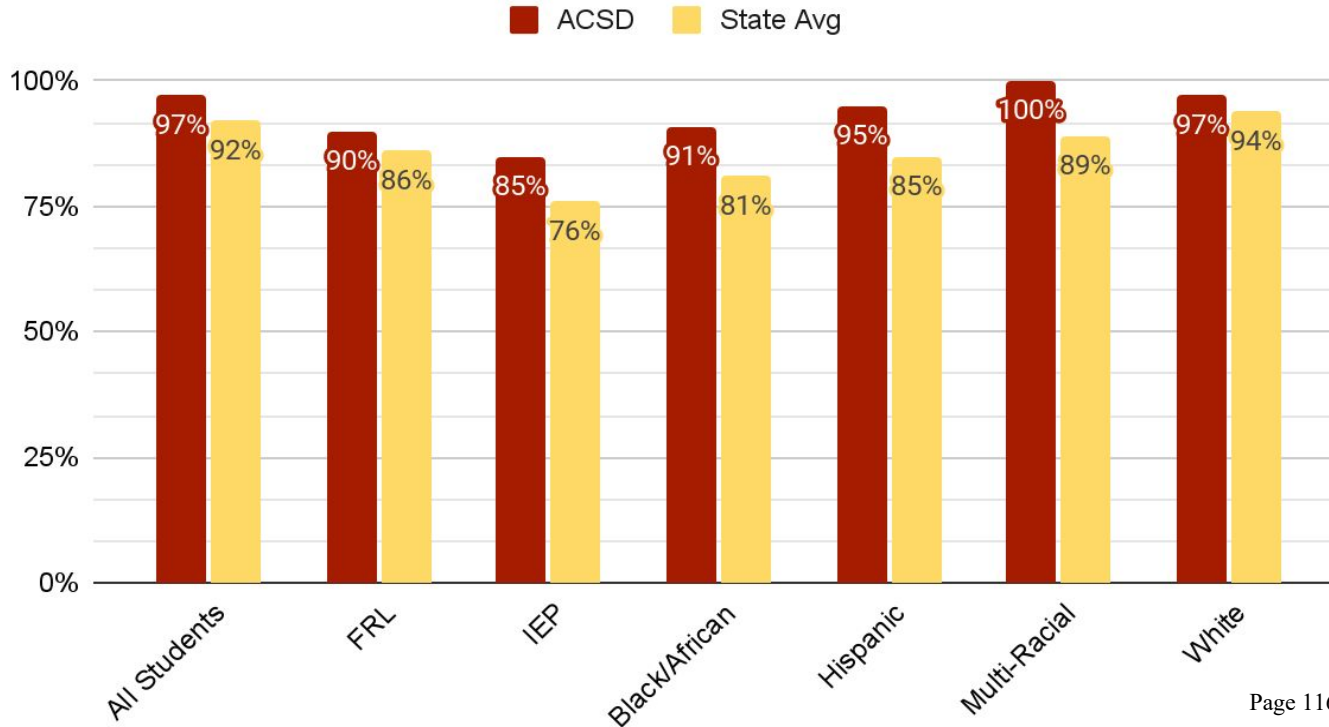
Audit Findings

Areas of Distinction

- ▶ Students are coming to school and persisting through to graduation; ACDS has impressive graduation and attendance rates.

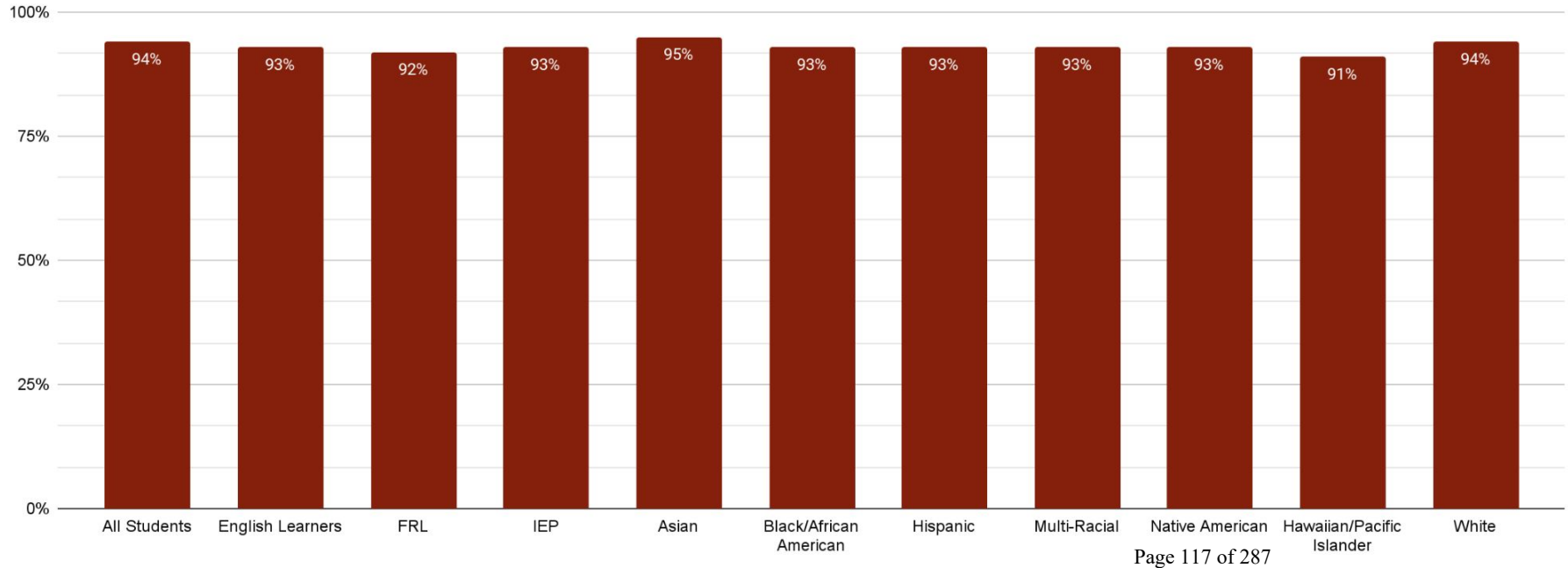
Areas of Distinction

Figure 3. Graduation Rate: 4 Years (Class of 2020)



Areas of Distinction

Figure 4. ACSD Attendance Data, 2019-20



Areas of Distinction

- ▶ Students are coming to school and persisting through to graduation; ACDS has impressive graduation and attendance rates.
- ▶ ACSD students notice when individual teachers work to build relationships.
- ▶ ACSD staff expressed commitment to supporting all students.
- ▶ ACSD has an impressive data system to support decision-making.

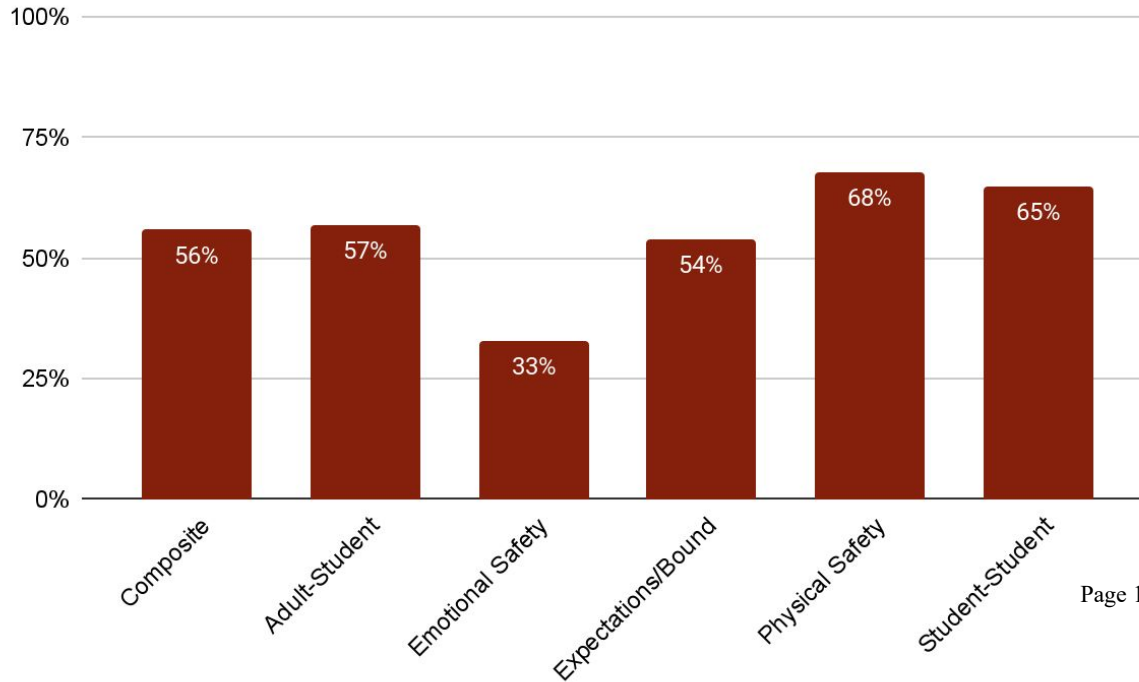
Areas of Growth

1. Groups of students are not experiencing high levels of safety, belonging, and inclusion.

1. Safety, Belonging, Inclusion

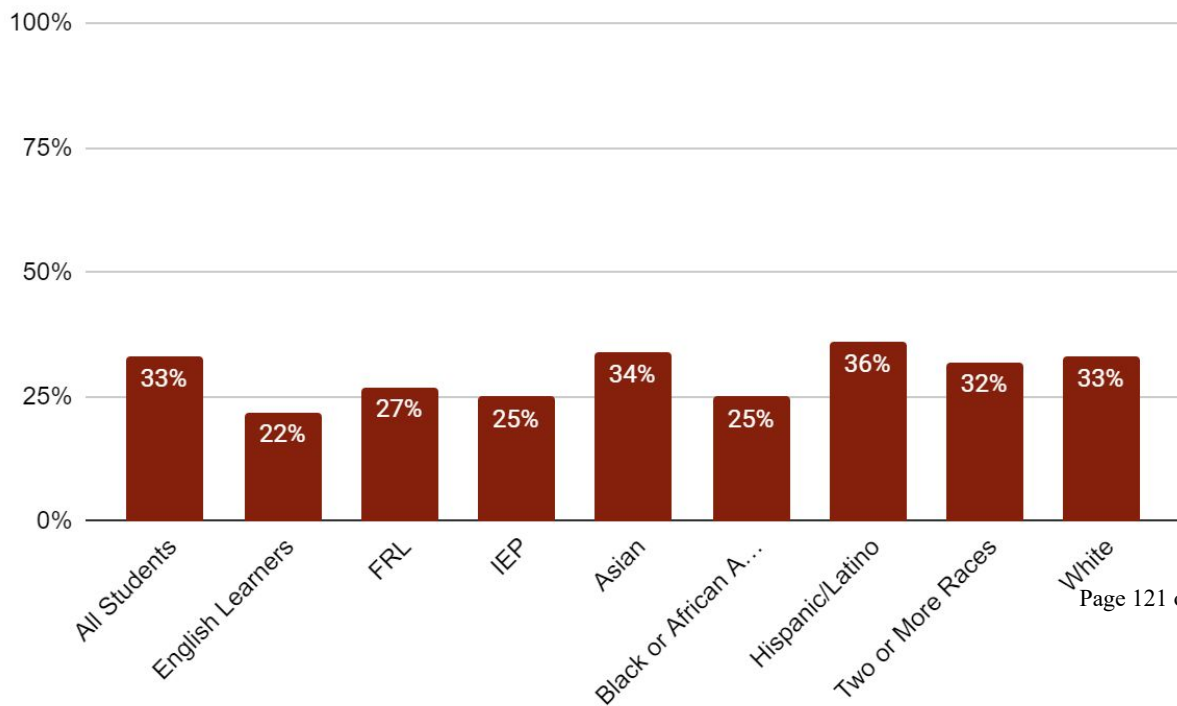
(Data source: Iowa Department of Education 2021; Chart: West Wind Education Policy Inc.)

Figure 5. Conditions for Learning, 2021, Grades 3-12, Composite Scores by All Students, EL, FRL, IEP, Race, and Ethnicity



1. Safety, Belonging, Inclusion

Figure 6. Conditions for Learning, 2021, Emotional Safety Scores by All Students, EL, FRL, and IEP, Race, and Ethnicity



1. Safety, Belonging, Inclusion

- ▶ Both students and teachers report that students use slurs against other students.
- ▶ Students indicate that adults do not often respond to these incidents.
- ▶ Students share stories of negative consequences they received when they pointed out harm.
- ▶ Teachers and administrators indicate they need help to consistently address this problem.

Areas of Growth

1. Groups of students are not experiencing high levels of safety, belonging, and inclusion.
2. Disproportionality is evident in (1) student performance, (2) office referrals, and (3) the identification of students for special education services.

Areas of Growth

(Data source: Iowa Department of Education 2021; Chart: West Wind Education Policy Inc.)

Figure 7. ACSD District Proficiency on ISASP English Language Arts, 2021, by Student Groups

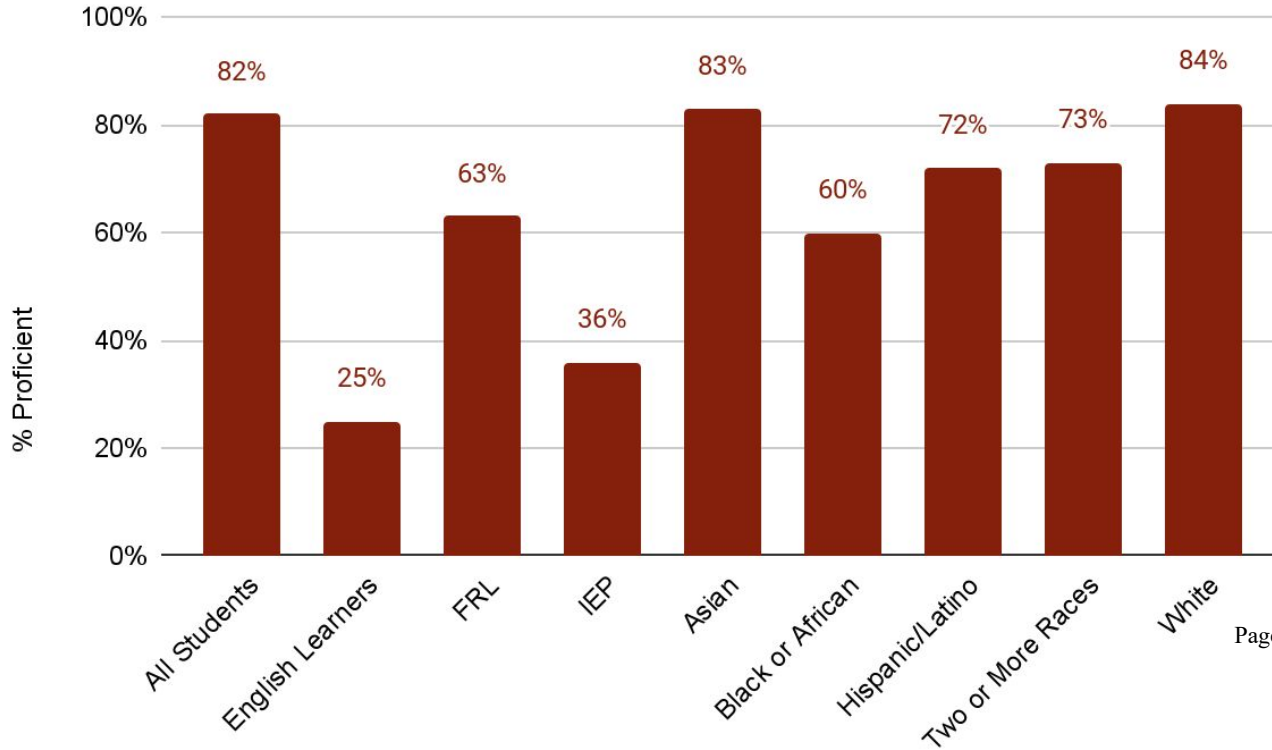


Figure 8. Ankeny Community School District: Percent Proficient or Advanced Students 2021 ISASP English-Language Arts, by FRL and Race/Ethnicity

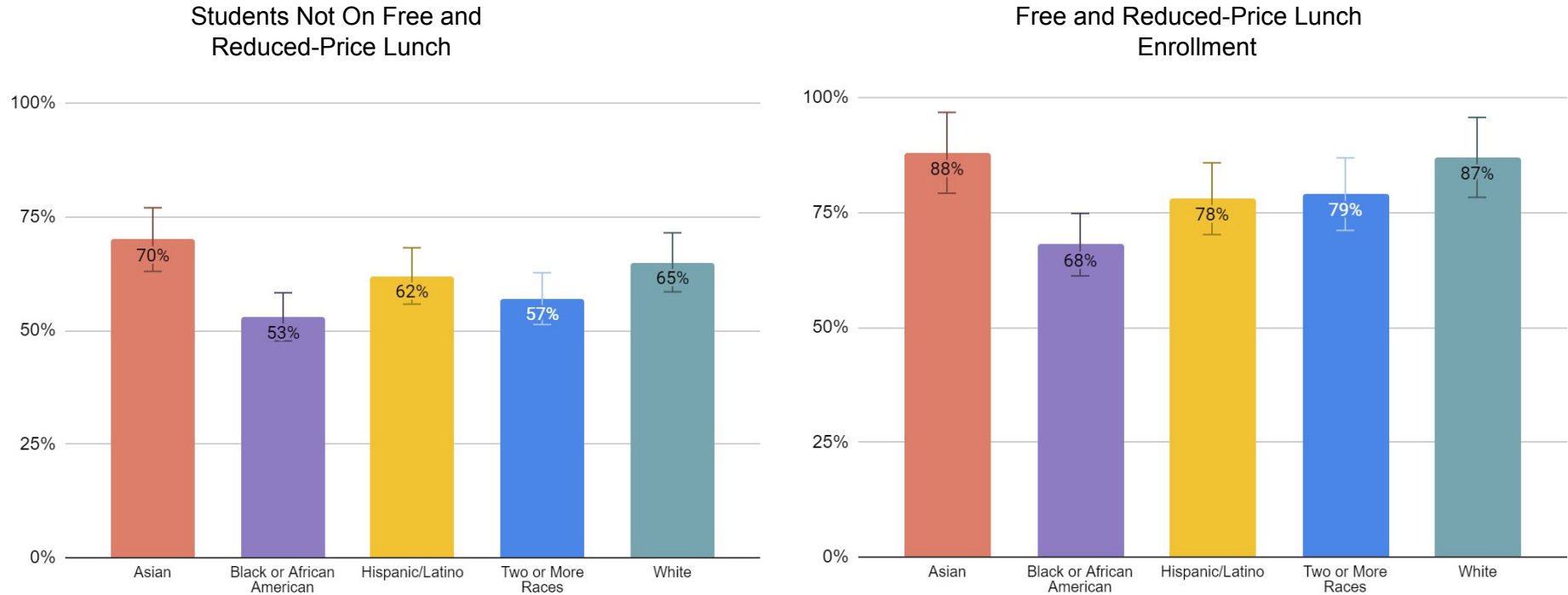
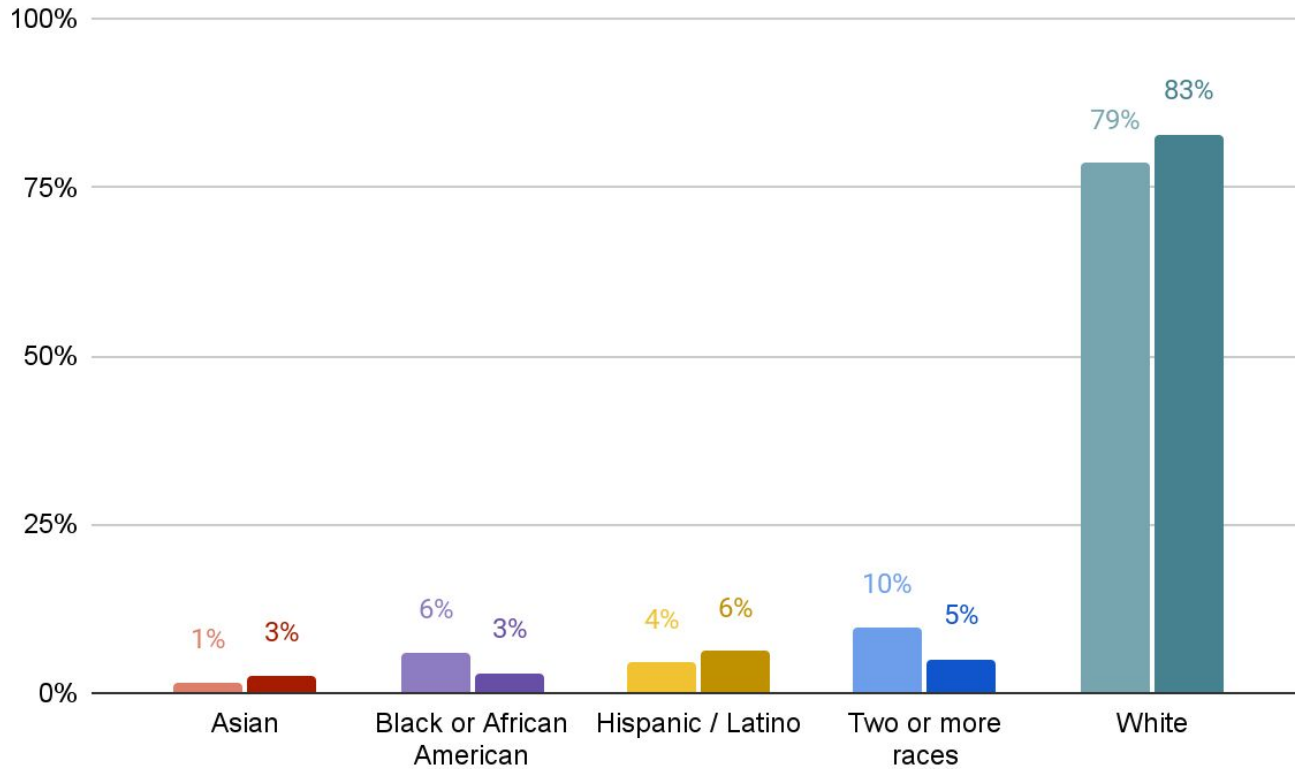
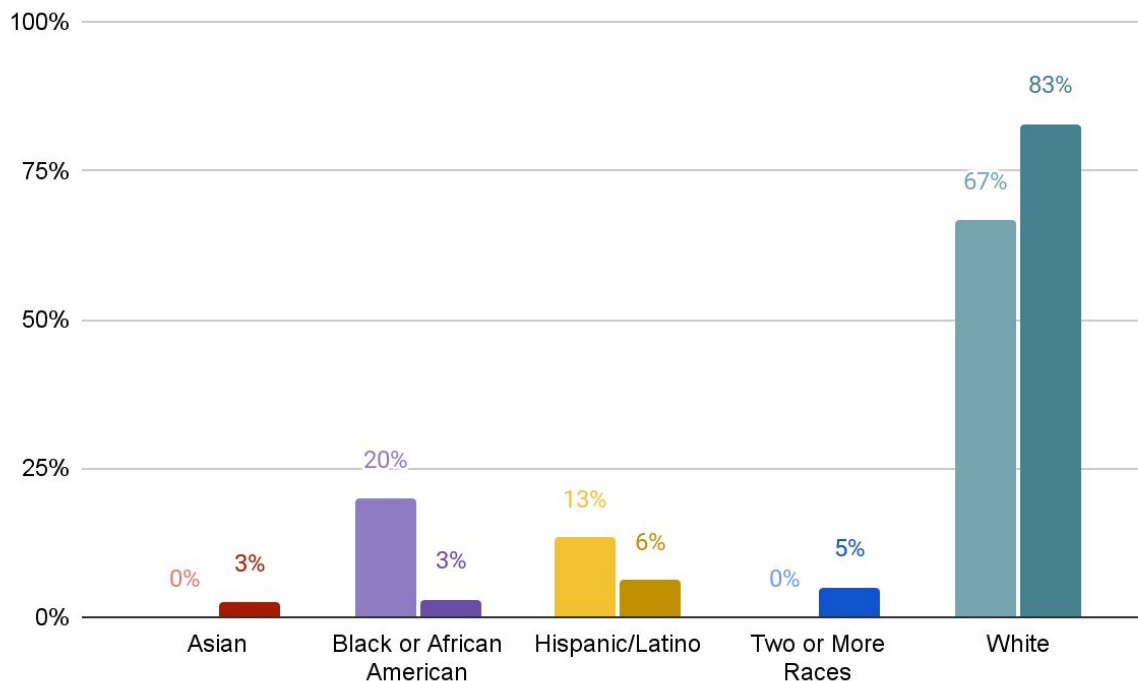


Figure 10. Proportion of Students Referred for Disruption, Defiance, Insubordination, or Non-Compliance by Race/Ethnicity, Compared to Population by Race/Ethnicity, 2021-22



The left-hand column in each racial/ethnic category is the percentage of office referrals in that racial category; the right-hand column is the percentage of students in the total student population in that category. (Data source: ACSD; Chart source: West Wind Education Policy Inc.)²⁸

Figure 11. Office Referrals for Bullying and Harassment by Race/Ethnicity Compared to Population by Race/Ethnicity, 2019-20



The left-hand column in each racial/ethnic category is the percentage of office referrals in that racial category; the right-hand column is the percentage of students in the total student population in that category. (Data source: ACSD; Chart source: West Wind Education Policy Inc.)²⁹

Areas of Growth

1. Groups of students are not experiencing high levels of safety, belonging, and inclusion.
2. Disproportionality is evident in (1) student performance (2) office referrals; and (3) the identification of students for special education services.
3. Nearly 1/3 of eligible ESOL students are not receiving services and the performance of ESOL¹ students in reading and mathematics is significantly lower than students who are fluent in English.

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¹ ESOL=English to Speakers of Other Languages

Figure 9A. ACSD Students Receiving and Waiving ESOL Services

	# Students who waived services	# Students receiving services	Total # of eligible Students	% of students served
Elementary South (K-5)	44	70	114	61%
Elementary North (K-5)	33	63	96	65%
Total Elementary	77	133	210	63%
Secondary (6-8)	8	43	51	84%
Secondary (9-12)	17	44	61	72%
Secondary Totals	25	87	112	78%
District Totals	102	220	322	68%

ESOL Student Achievement

2020-21 ISASP Summary

Grade Level	Assessment	% Proficient Total Population	% Proficient English Learners
3-5	20-21 ISASP ELA	76.2%	30.2%
6-11	20-21 ISASP ELA	86%	24.7%
3-5	20-21 ISASP Math	83.4%	39.6%
6-11	20-21 ISASP Math	80%	22.1%

Recommendations

Recommendations

1. Focus Professional Development to:

- ▷ better understand students' many social identities and how they impact their educational experiences;
- ▷ respond to educators' requests for support in recognizing and responding to micro-aggressions, slurs, and other bias-based incidents; and
- ▷ help all staff to understand the ACSD DEI Framework and how they can improve their practice in order to foster learning communities it describes.

Recommendations

- 2. Increase Support to General Education Teachers to Serve ESOL Students:** Provide professional development for all teachers to better understand how to support ESOL students in the general education classroom.

Recommendations

3. **Improve IEP Identification:** Ask Heartland Area Education Association to help examine data on the disproportionality in students identified for IEPs and to mitigate the potential for students to be mis-identified as needing IEPs.

Recommendations

- 4. Identify and Address Root Causes:** Explore root causes underlying disparities and review the research on effective ways to address those root causes.

The Audit Reference Report provides research on effective practice related to the root causes identified here.

The next steps in a cycle of continuous improvement would be to prioritize root causes to work on, develop action plans to address the root causes, implement action plans, evaluate results, and start the cycle again.

Recommendations

- 5. Invest in Data Literacy:** Invest in increasing staff capacity across the district to make the best use of ACSD's impressive data system, including disaggregating more data by multiple variables and understanding how to use and make meaning of data.

Recommendations

- 6. Examine Counseling Needs:** Collect disaggregated data about which students are meeting with counselors and for what purposes (academic, mental health, behavior, etc.) and survey students about their access to counselors and the impact of counselor support.

Recommendations

- 7. Provide for Safe Student Reporting:** Create mechanisms for students to safely report supportive or problematic issues, practices, or instances without fear of retribution.

Recommendations

- 8. Enact the DEI Framework:** Promote collective responsibility for enacting the DEI Framework by communicating clear support and expectations for equity-advancing work across the district. Build out the district DEI office to ensure experts are able to support not only the specific work of the state-required equity coordinator, but also to support all district departments and buildings as they work to support ACSD students.

Recommendations

- 9. Use a Policy Review Tool:** Use an equity review process or tool before adopting and after implementing policies, programs, practices, and budgets.

Recommendations

- 10. Recruit and Retain a Diverse and Highly Effective Workforce:** Update and develop explicit programs to support the recruitment, hiring, onboarding, and retention of diverse and highly effective staff and develop partnerships beyond the district to help.

Recommendations

- 11. Improve Parent/Family Communication:**
Develop multidirectional communication goals and processes to foster family presence in schools.



THANK YOU

Any questions?

You can find us westwind@westwinded.com

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ANKENY COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Contracts and Agreements

Extended Information:

- Teachers on Call Agreement effective May 2, 2022
 - 28E Agreement for School Resource Officer (SRO) Program effective July 1, 2022
 - Otter Creek Golf Course - Pinnacle Club Banquet Contract - May 11, 2022 for \$210.00
 - Dubuque Community School District - 2021-2022 Special Education Instructional Programs (1)
 - University of Iowa Student Teaching Agreement - 2022-2024
 - Luther College Student Teaching Agreement - 2022-2025
 - PowerSchool TalentEd License and Subscription Fees - July 1, 2022 - June 30, 2023 for \$47,124.78
 - Iowa Department of Human Services - Juvenile Court Services - July 1, 2022 - June 30, 2023 for the amount not to exceed \$40,900.00
 - Charms Subscription for 3 Years - May 2, 2022 - May 1, 2025 for \$899.00
 - Final Acceptance and Completion Letter - Ankeny High School and Centennial High School Additions
 - Leader in Me Agreement - District Membership and Professional Development - April 13, 2022 - April 12, 2023 for \$35,558.68
 - CommonLit School Essentials - Southview Middle School - SY22-23 for \$1,750
 - Brightly Software Inc - Asset Essentials Implementation for \$1722.35
 - Kendall Hunt - Illustrative Mathematics K-5 Professional Learning - May 2-3, 2022 for \$4,000
 - SystemWorks LLC, - For Elementary #12 for \$47,750.00
 - Carlson Dettmann Consulting - First Amendment - May 2, 2022 - December 21, 2022 for \$27,500.00
- Superintendent's Recommendation: Approve and accept the contracts and agreements as recommended.

Summary:

Teachers on Call - TOC is a staffing service that hires licensed teachers, paraeducators, tutors, and early childhood education staff. TOC currently provides education professionals to 150+ school districts and 450+ early childhood education centers, charter, and private schools across the country.

28E SRO Program - This is an intergovernmental agreement formed according to Iowa Code Chapter 28E for the continued cooperation between ACSD and the City of Ankeny in providing School Resource Officers (SROs) in our high schools. The updated agreement builds on the agreement from 2018 and provides better clarity on matters such as roles, duties, and expectations with a strong focus on relationship building, school safety, and crime prevention.

Otter Creek Golf Course - Pinnacle Club -The Pinnacle Club at Otter Creek offers the necessary special event space and facility needs for the district's annual retirement celebration.

Juvenile Court Services - This agreement partially funds the Juvenile Court Liaison Officer which is a 1.0 FTE shared between the two high schools. The balance of this position's cost is covered by Dropout Prevention.

Charms Subscription - Below are just a few of the reasons/ways we use the Charms Office Assistant in our program.

- Allows us to keep records from year to year
- All directors, grades 8-12, have access to and can use to easily communicate to parents/ & students in their respective groups.
- Allows us to create groups for different ensembles
- Allows us to easily communicate out by different bands, instruments, grades, etc. in ways that is not possible with Infinite Campus.
- Allows for ease of creating lists for uniforms, bus lists, t-shirt sizes, etc.
- Allows for limited access for our parent coordinator to communicate volunteer opportunities to parents.

Leader in Me - This is a new contract for additional training sessions for our district Leader in Me.

CommonLit School Essentials - This is a contract to purchase a literacy intervention program for NV and SV. NV already uses and SV is adding.

Brightly Software Inc - Upgrade our current SchoolDude service so that it will perform more of the tasks and data retrieval that we need.

Kendall Hunt - Illustrative Mathematics K-5 Professional Learning - Professional Development for the elementary math curriculum that was just approved at a board meeting earlier in April. Instructional coaches, building admin and the math curriculum leadership team were invited to attend one of the two virtual sessions.

SystemWorks LLC - This is for required commissioning per city code for Elementary at the Grove. We have used them before and come highly recommended.

Carlson Dettmann Consulting - Due to the continued growth of the district, competitive benefits and wages are necessary to continue to attract highly qualified talent. Situated in a competitive metro, it is equally important for the district to ensure salary and benefits for our current employees are competitive and equitable throughout our system.

The Human Resources team proposes the district engage in a partnership with Carlson Dettmann Consulting to systematically evaluate compensation and benefits for the district's certified and classified employee groups. Carlson Dettmann is a highly referred team of compensation consultants who deliver the full spectrum of total rewards programs and is currently engaged in a compensation with the Ankeny Community School District on a study for the administrative, management and confidential employee groups.

Their efforts will focus on an external market analysis of current positions and an internal analysis that ensures internal equity. This study will include a review of our current compensation system, a review of job descriptions and job analysis, review of our current benefit system, yielding implementation and plan management strategies aligned to our district goals and strategic plan.

Fiscal Impact:

ATTACHMENTS:

File Name	Description	Type	Upload Date
Ankeny TOC Agreement v6 KE Comments 03 22 22. final.pdf	Teachers on Call Agreement	Support Document	3/30/2022
ACSD.APD.28E - SRO.pdf	28E Agreement SRO Program	Support Document	4/18/2022
Otter Creek -Ankeny School District Event Contract - Pinnacle Club.pdf	Otter Creek Golf Course - Pinnacle Club Banquet Contract	Support Document	4/20/2022
Dubuque CSD - Special Education Instructional Programs - 21-22 Redacted.pdf	Dubuque CSD - Special Educational Programs - 2021-22	Support Document	4/21/2022
UI signed Ankeny agreement.pdf	University of Iowa Student Teaching Agreement	Support Document	4/22/2022
Luther College.pdf	Luther College Student Teaching	Support Document	4/22/2022
PowerSchool - TalentEd License and Subscription Fees.pdf	PowerSchool TalentEd - License and Subscription Fee	Support Document	4/25/2022
Ankeny FY23 Renewal Letter JUV-20-SB-5-002.pdf	Iowa Department of Human Services - Juvenile Court Services	Support Document	4/25/2022
Juvenile Court Services FY20 -.pdf	Iowa Department of Human Services - Juvenile Court Services Terms	Support Document	4/25/2022
Charms Subscription.pdf	Charms Subscription	Support Document	4/25/2022
AHS and ACHS Additions - 4.25.2022 - District Letter for Final Completion.pdf	Final Acceptance and Completion Letter - Ankeny High School and Centennial High School	Support Document	4/26/2022
LeaderinMe Agreement - District Membership and PD.pdf	Leader In Me Agreement - District Membership and PD	Support Document	4/26/2022
CommonLit School Essentials.pdf	CommonLit School Essentials -FY22-23	Support Document	4/26/2022
Brightly Software Inc - Asset Essentials Proposal 4-11-22.pdf	Brightly Software Inc	Support Document	4/27/2022
Kendall Hunt - Illustrative Mathematics K-5 Professional Learning Redacted.pdf	Kendall Hunt - Illustrative Mathematics K-5	Support Document	4/27/2022
SystemWorks Cx Proposal - Elementary #12.pdf	SystemWorks, LLC Agreement	Support Document	4/29/2022
Carlson Dettman Consulting - Ankeny Community School Distric First Amendment 4.29.22.pdf	Carlson Dettmann - Consulting - Frist Amendment	Support Document	4/29/2022



AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated May 2, 2022, is between Teachers on Call, a Kelly® Education Company, (“TOC”) with its principal offices located at 3001 Metro Drive, Suite 200, Bloomington, MN 55425, and Ankeny Community School District, with its principal offices located at 306 SW School St. Ankeny, Iowa 50023 (“Customer”).

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

TOC will assign to the Customer, TOC temporary employees (“Assigned Employees”), to provide education- related services, under the Customer’s operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibits A and C (“Pricing”). Exhibit C, the Customer Information Sheet, will be completed with Customer’s collaboration and will provide detailed business requirements necessary to assist with meeting Customer needs. Customer will be permitted to use the Exhibit in connection with its business operations, in compliance with the Iowa Fair Information Practices Act and other uses as required by law. Should Customer determine that it may be legally obligated to disclose this information, Customer shall notify TOC. TOC will provide a full-time on-site manager dedicated to assisting with fulfillment of Customer requirements. Such on-site manager will be based at Customer’s district office. Duties will include, but are not limited to: reporting, service delivery, sharing of industry best-practices, as well as off-site functions, including recruiting of Assigned Employees and meetings at other Customer locations.

2) TOC GUARANTEE

TOC guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, TOC will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first day of an Assigned Employee’s assignment. If TOC receives notice after an Assigned Employee’s first day, TOC will furnish a replacement as soon as possible, and will cancel charges for any work performed for the Customer by the Assigned Employee between Customer’s notification of the unsatisfactory services and the curing of said dissatisfaction, including but not limited to by removing the Assigned Employee from Customer’s premises. Satisfactory services are defined as Assigned Employees’ acceptable performance of job duties as defined in mutually agreeable job descriptions. Such guarantee will not apply to Assigned Employees who have been recruited and provided to TOC by Customer.

3) TOC’S RESPONSIBILITIES

As the provider of staffing services, TOC will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

- (a) Source, recruit, select, and hire Assigned Employees;
- (b) At TOC’s expense, conduct an annual background check on all Assigned Employees aligned with Customer’s background check requirements for the initial screen and annually certify in writing to Customer that all Assigned Employees have met these requirements;
- (c) Place Assigned Employees according to Customer’s requirements and in alignment with the mutually agreeable job descriptions provided by Customer;
- (d) Instruct Assigned Employees to verify time worked in TOC’s timekeeping system;
- (e) Pay Assigned Employees their wages and provide them the benefits that TOC offers, inclusive of any government mandated benefits, as TOC employees;
- (f) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
- (g) Provide workers’ compensation benefits and coverage for Assigned Employees;
- (h) Maintain Assigned Employees’ personnel and payroll records related to their employment by TOC;
- (i) Comply with laws, rules or regulations applicable to providers of staffing services;
- (j) Require Assigned Employees to agree in writing to protect the confidentiality of Customer’s proprietary Information and student privacy rights under FERPA and other applicable laws and policies;
- (k) Require Assigned Employees to execute agreements that Customer requests regarding intellectual property developed by them in performance of their work for Customer;

- (l) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
- (m) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);
- (n) Make legally required employment law disclosures to Assigned Employees; and
- (o) Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures to review and maintain its compliance with the Affordable Care Act.

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of TOC's staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans. The Customer also will:

- (a) Promptly invite all Assigned Employees to apply with TOC and attend a training session, so that TOC may enter their information into the TOC database. If a large enough pool of the Customer's sub base does not sign up to work with TOC in the initial training sessions, the start date with TOC may have to be delayed;
- (b) As required and applicable to the position, provide Assigned Employees with a safe and suitable workplace which may include all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;
- (c) To the extent known by Customer, provide TOC with written notice within twenty-four (24) hours of any injury suffered by an Assigned Employee;
- (d) Use Assigned Employees only in assignments that match the job descriptions provided to TOC by Customer and for which TOC places them. Customer will not direct Assigned Employees to perform work away from Customer's premises and will take full responsibility for assignment of tasks that substantially differ from Assigned Employees' mutually agreed upon job duties, responsibilities, work environment(s) or location, unless mutually agreed to pursuant to paragraph 14(f) of this Agreement;
- (e) Notify TOC as early as possible (either, for example, prior to 6:00 a.m. or three (3) hours prior to the start of the class, through the protocols established by TOC for such notice, of the need for Assigned Employees for a given day; however, TOC and Customer recognize that the need for a substitute may occur later than anticipated and that in such cases, TOC will use its best efforts to find an Assigned Employee for such Customer requests;
- (f) As generally consistent with similar school districts, provide internal controls and instructions for Assigned Employees;
- (g) Supervise the performance of Assigned Employees; using the same degree of diligence used to supervise similarly situated Customer employees;
- (h) Provide relevant training to and exercise reasonable oversight over Assigned Employees who may be required to handle keys, cash, confidential information, and/or records of students and the Customer's regular employees;
- (i) Assigned Employees are not to drive any vehicle within the course of their assignment. Customer will make reasonable attempts to prevent Assigned Employees from driving any students in any vehicle as part of their assignment and Customer will assume responsibility to the extent of failure of such prevention;
- (j) Except for Assigned Employees' commute to and from Customer location, assume responsibility for driving related to the assignment, the use of any vehicle, machinery, and/or equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims);
- (k) Assume sole responsibility for any bodily injury claims asserted against TOC or its Assigned Employees by students, their parents or representatives, Customer personnel or business invitees, or other third parties (except to the extent that such claims are based on the negligence of TOC or the failure of TOC full time staff personnel to fulfill their obligations regarding the recruitment, screening, and hiring of the Assigned Employees);
- (l) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications;
- (m) Provide TOC with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee within one business day of learning of the concern or complaint, and permit TOC to participate in Customer's investigation of such a concern or complaint as deemed appropriate by Customer;

- (n) To the extent permitted by law and/or policy, provide TOC with written notice within one business day after the Customer learns of any formal or informal complaint, litigation, potential litigation, or an administrative or governmental charge, in which an Assigned Employee is accused of wrongdoing, and permit TOC a reasonable opportunity to participate actively in the matter, as Customer sees fit;
- (o) Ensure that Assigned Employees do not actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an Assigned Employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only;
- (p) Ensure an Assigned Employee placed at Customer through TOC does not work directly for Customer, and/or for a third party contracted by Customer, in a similar capacity as the capacity in which Assigned Employee performs work for Customer via TOC on the same day that the Assigned Employee provided work for Customer via TOC. Customer shall bear the cost of overtime required to be paid to any Assigned Employee who works cumulatively more than forty hours in a work week for Customer directly and/or for Customer via TOC.
- (q) Assume responsibility for the conduct of its own officers, employees, and agents; and
- (r) Comply with duties imposed on it by law, rule, or regulation.

5) CUSTOMER REPRESENTATIONS

The Customer represents and warrants that:

- (a) Its actions under this Agreement do not violate or overlap its obligations under any agreement that Customer has with any labor union;
- (b) TOC's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;
- (c) The Customer has disclosed to TOC all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;
- (d) When applicable, and if Customer, not TOC, is the recipient of the Assigned Employees' fingerprint background check clearance/suitability letter, Customer will provide TOC with the clearance information and any updated information in a timely manner;
- (e) The Customer has the right, power, requisite authorization and has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
- (f) At the beginning of the school year, but at a minimum, not less than thirty (30) days prior, Customer will use best efforts to advise TOC of all scheduled professional development days;
- (g) Customer representative who is signing this Agreement is duly authorized to do so; The Customer neither requests nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless TOC gives its written consent in advance.

6) INTELLECTUAL PROPERTY/ASSIGNED EMPLOYEES' DATA

All TOC and Customer intellectual property, including processes, procedures, trademarks and copyrights, are and shall remain the sole property of each respective party.

Customer will only use Assigned Employees' Data ("Assigned Employees' Data") being defined as personal information, including, but not limited to, Assigned Employees' identity, U.S. mail or email address, contact information, social security number, phone number or personal health information) in connection with Services provided by TOC in accordance with this Agreement. Customer acknowledges that Assigned Employees' Data is proprietary, personal and highly confidential, and Customer shall not disclose the information to any third parties unless legally required to do so. Should Customer determine that it may be legally obligated to disclose Assigned Employees' Data, Customer shall provide notice to TOC at least five (5) business days in advance of producing any such information.

7) BILLING & PAYMENT TERMS

(a) Invoices.

The Customer will be invoiced for Assigned Employees only when they are confirmed for an assignment. (An assignment is confirmed when it is created in Absence Management; a confirmation number is assigned. If changes are made to the assignment before the Assigned Employee drives to the Customer location, TOC will not pay the Assigned Employee nor invoice the Customer. However, if changes are made after the Assigned Employee drives to the Customer location, TOC or the Customer will try to re-assign them. If the Assigned Employee cannot be re-assigned, the Assigned Employee will be paid and the Customer will be invoiced for a half day.)

When all efforts to find a substitute paraprofessional are exhausted, TOC will assign a licensed teacher, and pay and bill at the teacher rate.

TOC will invoice Customer each week for all compensable time (as defined by the Fair Labor Standards Act of 1938 and applicable state law), including but not limited to hours worked on assignment, training, testing or screening completed by Assigned Employees after hire, at agreed-upon rates; the rates at which TOC will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. Service lines may be added by mutual agreement of the parties via amendment to this agreement and Exhibit A. Payment terms are net fifteen (15) days from receipt of TOC invoice. TOC reserves the right to charge past due accounts (over thirty (30) days outstanding) 1.5% interest per month from due date. Any dispute to an invoice must be communicated within thirty (30) days of issuance of such invoice, or the Customer waives the right to object to the invoice and will be held accountable for payment.

Customer will not use any kind of procurement card for payment to TOC.

In the event of termination of this Agreement, Customer will pay TOC promptly for services performed up to the time of termination. If the Customer's rates are not set out in Pricing Exhibit A, TOC and the Customer will agree on rates at the time of an order, which TOC will record electronically in its systems.

- (b) **Disputed Amounts.** If this Agreement is terminated by TOC or Customer or Customer disputes any amount invoiced by TOC, TOC shall be timely paid (in accordance with the payment terms in Section 7 (a)) by Customer for all fees/services that are not in dispute. If Customer fails to pay TOC any fee when due, Customer shall be liable for a late charge equal to one and one half percent (1 ½%) per month on the outstanding amounts beginning on the due date and Customer shall be responsible for reasonable attorneys' fees incurred by TOC to collect the outstanding amount.
- (c) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (d) **Pricing Adjustments.** Upon forty-five (45) days prior written notice, TOC may adjust pricing:
- j) To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding 12 months; or
 - j) If any law, regulation and/or policy is enacted that is applicable to either TOC or Customer that requires an increased and/or additional compensation and/or benefits to Assigned Employees, TOC may change the pricing for the current school year(s) contained in Exhibit A. The pricing in Exhibit A shall be adjusted to reflect the actual cost increase to TOC reasonably calculated on a direct or pro rata basis; or
 - j) For changes in sales, use, or gross receipts taxes; or
 - iv) For changes in (A) the Customer's requirements (e.g., requisition, billing and invoicing processes; the introduction of third party software systems and processes), (B) service levels, or (C) service delivery method; or
 - v) To ensure that the pay rates comply with federal and state laws and regulations regarding minimum wages and overtime compensation.
- (e) **Record of Time Worked; Automated Scheduling.** Customer agrees to verify the Assigned Employee's time through TOC's online Customer Portal every Monday between 1 PM and 6 PM Central time. By approving the timecard, the Customer agrees that the hours submitted are accurate and the Customer is responsible for payment. If a timecard in the Customer Portal is not approved by 6 PM Central time Monday but was appropriately submitted, TOC will tacitly approve and process for payment, the Assigned Employee will be paid, and the invoice will be submitted for full payment by the Customer.

- (f) **Expenses.** Expenses incurred, as directed by Customer, (e.g., mileage) and all costs and administrative fees associated with required screenings and drug tests will be charged to the Customer, passed through without mark up.

8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

TOC will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- (a) **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed, includes alternate employer endorsement, and includes a waiver of subrogation in favor of Customer;
- (b) **Commercial General Liability.** Commercial general liability insurance with a \$1,000,000 combined single limit per occurrence, includes contractual liability and personal injury coverage, doesn't exclude claims for sexual abuse and molestation and includes a waiver of subrogation in favor of Customer;
- (c) **Umbrella Liability Insurance.** Umbrella liability insurance to be used in excess of the liability policies with \$15,000,000 combined single limit per occurrence;
- (d) **Commercial Blanket Bond.** A commercial blanket bond with limits of \$3,000,000 in the aggregate per occurrence and includes coverage of employee dishonesty to the extent TOC failed in its responsibilities in Section 3 of the Agreement;

TOC will provide Customer with a certificate of this insurance coverage upon request.

9) INDEMNIFICATION BY TOC

- (a) TOC will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:
- i. TOC's failure to comply with its obligations under applicable employment-related laws, regulations or orders in TOC's capacity as the general employer of the Assigned Employees;
 - ii. Breach of any obligation of TOC contained in this Agreement; or
 - iii. Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any TOC employees or, in the event of death, by their personal representatives.
- (b) TOC's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) claims that do not result in a finally adjudicated claim of damages against Customer brought by a third party, (iii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iv) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (v) the extent that Customer is required to indemnify TOC against such Damages under Section 10.

10) INDEMNIFICATION BY CUSTOMER

- (a) To the extent permitted by law, Customer will indemnify, defend and hold harmless TOC and its directors, officers, employees and agents from and against all damages imposed upon or incurred by TOC, other than for job-related bodily injury or death of an Assigned Employee, arising out of any of the following:
- i. Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
 - ii. Breach of any obligation of Customer contained in this Agreement;
- (b) Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential damages or (ii) to the extent any damages are caused by any negligent act or omission or intentional misconduct of TOC, its officers, employees or agents.

11) NOTIFICATION OF CLAIMS

- (a) To the extent permitted by law and/or policy, Customer and TOC agree (i) to notify each other in writing of any asserted legal claim filed against the other related to the work covered by this Agreement within ten (10) business days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit the named party, to defend the claim at that Party's discretion,

with counsel acceptable to such party, which consent will not be unreasonably refused.

- (b) Neither party will pay or agree to pay any legal claim asserted under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of TOC must be obtained from the TOC Law Department in Troy, Michigan.

12) TERM; TERMINATION

The term of this Agreement begins as of the date first shown above with a first date of service of August 23, 2022, if all deadlines are met, and will continue in effect until canceled by either party upon allowing not less than thirty (30) days prior written notice to the other. TOC reserves the right to terminate this Agreement immediately in the event of non-payment. Further, either party has the right to terminate this Agreement should any student, Customer employee or Assigned Employee physically or verbally assault or injure someone and response to the incident is not to TOC or Customer's satisfaction. In the event of such an incident, a ten (10) day notice period shall be provided to the other party in order to cure any dissatisfaction prior to termination. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

13) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

14) MISCELLANEOUS

(a) Notices

- i. Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by e-mail or other transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.
- ii. Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

(b) Severability; Waiver

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

(c) Assignment

Neither TOC nor Customer may assign this Agreement without the prior written consent of the other party. TOC may not use secondary vendors to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

(d) Independent Contractor

In its performance of this Agreement, TOC will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make TOC an agent, partner or joint venturer of Customer.

(e) Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, pandemic, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions,

embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

(f) **Amendments**

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(g) **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of MN without giving effect to any choice or conflict of law provision or rule.

(i) **Entire Agreement**

This Agreement, its exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

Teachers on Call, a Kelly® Education Company

Ankeny Community School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A – PRICING

FOR TEACHERS ON CALL, A KELLY® EDUCATION COMPANY

This Pricing Exhibit A is incorporated and made part of the terms of the Agreement between Teachers On Call, a Kelly® Education Company, and Ankeny Community School District dated May 2, 2022. The pricing set forth in this Exhibit A shall be effective from May 2, 2022 through June 30, 2024.

1. Types of Assignments; Pricing

The Assigned Employees will be assigned to the following positions and at the following mark-ups:

Job Title	Daily or Hourly Pay Rate	Markup
Substitute Teacher <i>(full day rate)</i>	Set by Customer*	1.3
Substitute Teacher <i>(half day rate)</i>	Set by Customer*	1.3
Substitute Teacher – Retiree <i>(full day rate)</i>	Set by Customer*	1.3
Substitute Teacher – Special Ed <i>(full day rate)</i>	Set by Customer*	1.3
Substitute Teacher – Long Term <i>(full day rate)</i>	Set by Customer*	1.3
Substitute Paraprofessional <i>(hourly rate)</i>	Set by Customer*	1.3
Substitute Paraprofessional – Long Term <i>(hourly rate)</i>	Set by Customer*	1.3

**As set forth in Exhibit C – Customer Information Sheet*

- The Customer sets the daily and hourly rates for the Assigned Employees. The substitutes' rate must be market rate, comparable to neighboring districts, and meet minimum wage legislation
 - Substitute teachers are paid at a half day or full day rate [minimum four hours per assignment]
 - *A half day is four hours or less, and a full day is anything over four hours (rounded to the nearest 15-minute increment)*
 - Substitute paraprofessionals are paid at an hourly rate [minimum four hours per assignment and then in 15-minute increments]

2. One-time Set-up Fee

One-time Set-up Fee	Absence Management Transfer?
\$12,500	yes



A Kelly® Education Company

3. Orientation

Existing/transitioning substitute employees are expected to watch a recorded TOC orientation session. This time is considered compensable and will be billed to the district/school at a flat rate as noted in the table immediately below.

Orientation Session	\$15(pay) x Mark-up Rate = Bill Rate
----------------------------	--------------------------------------

4. Pricing for Hiring a Teachers On Call Assigned Employee

In the event the Customer chooses to hire an Assigned Employee – on a temporary or permanent basis, directly or indirectly, or at a subsidiary or related facility – the Customer agrees that the employee must complete a minimum of 480 hours at the Customer’s location as an Assigned Employee of TOC, or the Customer will pay a placement fee.

- There will be no placement fee if the Customer hires an Assigned Employee who was referred to Teachers On Call by the Customer, including Customer’s initial pool.

The fee schedule is set forth below:

< 480 hours worked	\$5,000 placement fee <i>*Amortized fee based on hours worked</i>
480+ hours worked	Fee Waived

Teachers On Call, a Kelly® Education Company

Ankeny Community School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



A Kelly® Education Company

EXHIBIT B – ABSENCE MANAGEMENT TECHNOLOGY ORGANIZATION ACCESS

This Exhibit B is incorporated and made part of the terms of the Agreement for Educational Staffing between Teachers On Call, a Kelly® Education Company (“TOC”), and Ankeny Community School District (“Customer”) dated 5/2/22 (“Agreement”).

Please select one:

- Customer requests and authorizes their absence management technology vendor, [Insert Vendor’s Name], to set up the district in a new organization under TOC. Technical support for Customer will now be provided directly by TOC. Nothing in this Exhibit B precludes the district from utilizing any of [Insert Vendor’s Name] other service lines where applicable.

Or

- Customer requests and authorizes their absence management technology vendor, Frontline, to transfer the Customer’s organization to TOC effective 8/23/22. Technical support for Customer will now be provided directly by TOC. Nothing in this Exhibit B precludes Customer from utilizing any of Frontline’s other service lines where applicable.

Given this transition, effective 8/23/22 billing for Frontline’s absence management technology services will be managed by TOC.

Ankeny Community School District

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT C – CUSTOMER INFORMATION SHEET

School District Name: _____

Main Contact for District: _____ Phone: _____ Email: _____

Currently utilizing an Absence Technology Platform: YES ___ NO ___ If yes, what system? _____

Number of Students: _____ Number of Teachers: _____ Number of Paras: _____

SECTION 1: SUBSTITUTE TEACHERS

District Need

- What is the average number of substitute teachers requested?
Per day? _____ Per week? _____
- What is the district's average fill rate for substitute teachers? _____

Pay Rates

- Please provide your current substitute teacher pay rate:

Teacher:	Full Day: \$ _____	Half Day: \$ _____
District Retiree Teacher:	Full Day: \$ _____	Half Day: \$ _____
Special Ed Teacher:	Full Day: \$ _____	Half Day: \$ _____
Pre-K/ECE Teacher:	Full Day: \$ _____	Half Day: \$ _____

TOC pays substitute teachers for either a half day or a full day, as determined by the School District. All hours worked up to the half day cut-off hours are paid as a half day and all hours after are paid as a full day. When calculating overtime hours, paid time off, vacation time, sick time, holiday time and 30-minute meal breaks will not be considered.

Is pay for substitute teacher based on days worked in the district? Yes: _____ No: _____
 If yes, does the number of days reset each year? Yes: _____ No: _____

Qualifications/Licensing

- Does your district accept day-to-day subs with the following licenses?
 - Substitute License/Certificate (If applicable)? YES ___ NO ___
- Are there any positions that require specific skills and/or qualifications?
 - (i.e., speech/language pathology positions or male/female PE subs because of locker room arrangements)
 - _____

SECTION 2: SUBSTITUTE PARAPROFESSIONALS

District Need

- What is the average number of substitute paras requested?
Per day? _____ Per week? _____
- What is the district’s average fill rate for substitute paras? _____

When all efforts to find a paraprofessional substitute have been exhausted, TOC will call teachers and offer teacher pay to fulfill an open paraprofessional assignment, per your contract agreement.

Pay Rates and Qualifications

- For each classification of paraprofessional (*General Education, Special Education, Pre-K/ECE*) for which your district will be requesting substitutes, please list the type of position, hourly rate, and qualifications required. An example is listed below for you.

Example:

- **Position Type/Title: Regular Ed Aide**
- **Hourly rate: \$10.00/hour**
- **Required Qualification: High School Diploma**

- Position Type/Title: _____
- Hourly rate: \$ _____
- Required Qualification: _____

- Position Type/Title: _____
- Hourly rate: \$ _____
- Required Qualification: _____

- Position Type/Title: _____
- Hourly rate: \$ _____
- Required Qualification: _____

TOC pays substitute paraprofessionals/education assistants/aides for a minimum of 4 hours, and then at quarter hour increments after the 4-hour mark. We can deduct a standard break time for this group of substitutes for a specified amount of working hours per day, based on information provided by you.

Break Times

- Deduct a non-duty 30-minute lunch break time for substitute paras/aides? YES ___ NO ___
- If yes, at what specified number of hours should we deduct break time from substitutes?
 4.5+ hours 5+ hours 5.5+ hours 6+ hours 6.5+ hours
 7+ hours 7.5+ hours 8+ hours Greater than 8 hours
 Other _____

Other

- Are there any paraprofessional positions that require special skills or training? YES ___ NO ___
 ○ _____
- Are there any paraprofessional positions that require substitutes to provide personal care to students (i.e., diapering, lifting, etc.)? YES ___ NO ___
 ○ _____

SECTION 3: LONG TERM SUBSTITUTES

Teachers On Call can assist your district with securing long-term substitutes in several ways. Our standard procedure for long term assignments is listed below, but keep in mind we can customize this according to your district preferences. We request information about long term needs 4-6 weeks before the position start date.

1. District provides TOC with long term substitute request form, including details on position, qualification, dates, pay, etc.
2. **If district has already chosen a candidate**, TOC will follow up to start the candidate on the on-boarding process, if he or she is not already signed up with TOC.
3. **If district has not already chosen a candidate**, TOC will contact qualified substitutes from the current pool to determine interest and will also advertise/source externally if needed.
4. TOC will forward resumes of interested candidates to the school or district.
5. The school or district will take any additional screening steps they would like to with interested applicants (i.e., interviewing), and then select a candidate.
6. TOC will work with the school or district to get the assignment submitted on Absence Management.

Pay Rates

- Long Term Teacher (Daily Rate): \$ _____
 - How many days is considered long term? _____
 - Long term pay will begin on day 1
 - Additional notes: _____

- Long Term Para (Hourly Rate): \$ _____
 - How many days is considered long term? _____
 - Long term pay will begin on day 1
 - Additional notes: _____

- Other Long-Term Needs (Rate): \$ _____
 - How many days is considered long term? _____
 - Long term pay will begin on day 1
 - Additional notes: _____

SECTION 4: DISTRICT/BUILDING CONTACT INFORMATION

- Please list the contact information for the positions identified below.

Title	Name	Phone	Email
Superintendent			
Administrative Assistant			
Business Manager			
Human Resources Director			
Accounts Payable			
Invoices Attention To			
Absence Technology Administrator			

- Who are the building principals/secretaries? Our Staffing Team will communicate with the buildings about substitute requests/scheduling, long term needs, and procedure.

School Name	Secretary	Phone	Email

School Name	Principal	Phone	Email



A Kelly® Education Company

- Who will approve substitute timecards (typically building secretaries)? Timecard approvers log into the TOC Customer Portal weekly to approve substitute time and help to ensure invoice accuracy.

School Name	Name	Title	Email

- Which administrators will need access to see substitute payroll/invoice reports for the district?

Name	Title	Email

SECTION 5: ADDITIONAL INFORMATION

I-9 Forms

- Please provide contact information for the authorized representative who will sign off on new substitute I-9 forms
 - I-9 Contact: _____
 - Phone: _____
 - Email: _____
- Do you prefer to set a specific time of day/week to sign off on I-9 forms or have substitutes call ahead to schedule a time?
 - Day of Week/Time: _____
 - Call Ahead to Schedule: _____

In order to keep adding new hires to the substitute pool without interruption, we ask for your assistance in signing new substitute I-9 forms during times we do not have a local representative or scheduled event in your area.

Tax Exemption

- Is your school tax exempt? YES ___ NO ___
 - If yes, please provide your state tax-exempt form



Dress Code

- Teachers On Call expects substitute staff to follow a business casual dress code:
 - Men: Khakis or dress slacks are acceptable, with a dress shirt and sweater or sport coat
 - Women: Dress slacks or skirt, suit or dress, with appropriate blouse and sweater or jacket
 - ****NOT ACCEPTABLE:** Jeans, T-shirts, shorts, halters, sweats, etc. (unless you are in physical education)
- Are there any other instructions regarding dress code in your district that you would like communicated to substitutes?
 - If so, please send us your dress code so we can notify substitutes.

Calendar

- Please ensure that your academic and staff development calendars are up to date in the Absence Management system at all times.
 - If there are dates on which you can anticipate a higher-than-average number of substitute requests, please communicate this to your Client Services Contact

Do Not Hire List

- Is there anyone who should not be hired/activated in your district? Please provide a separate list.

*Best practice for substitutes in your **current pool** who should not be hired by Teachers On Call is to send them a notice informing them that they will not be invited to continue subbing with the district.*

Upon receipt of this information by Teachers On Call, this document will become a part of your contract agreement. Changes to this document may be submitted to Teachers On Call by the district in writing at any time during the term of agreement. Neither the district, nor Teachers On Call will alter or amend this document without written confirmation from both parties.

Teachers On Call, a Kelly® Education Company

Ankeny Community School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**28E AGREEMENT BETWEEN
THE ANKENY COMMUNITY SCHOOL DISTRICT
AND THE
CITY OF ANKENY, IOWA
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this **4th day of April, 2022**, by and between the **ANKENY COMMUNITY SCHOOL DISTRICT** (hereinafter referred to as "District"), and the **CITY OF ANKENY, IOWA** (hereinafter referred to as "City").

WHEREAS, the District and City (hereinafter collectively referred to as “Parties”) share a mutual desire to provide safety and justice-related education, student mentorship and counseling, and law enforcement services at identified District attendance centers within the City to help maintain a healthy and secure school environment;

WHEREAS, the City has established the position of School Resource Officer ("SRO") within the Ankeny Police Department (“Police Department”) the primary responsibilities of which have been collaboratively identified by the Parties and are outlined herein;

WHEREAS, it is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E; and

WHEREAS, in accordance with Iowa Code Chapter 28E, this Agreement shall be filed with the Iowa Secretary of State upon execution.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

PURPOSE

The purpose of this 28E Agreement is to establish the terms and conditions for operation of the School Resource Officer program (hereinafter referred to as the “SRO Program”), including but not limited to assignment, job responsibilities, performance management, and funding of regular and temporary SRO(s). Except as otherwise provided in this Agreement, this Agreement shall not in any way or by anyone be deemed to be a contract by which the City provides professional or other services to the District. No special duty or duty to act shall be deemed created by this Agreement.

For purposes of this Agreement, unless explicitly limited to regular-assigned, full-time SROs and/or to individuals fulfilling SRO responsibilities on a temporary basis, the term “SRO” shall broadly refer to a City police officer performing SRO duties, as outlined herein.

ARTICLE II

DUTIES OF THE CITY THROUGH THE POLICE DEPARTMENT

A. Assignment of School Resource Officer(s)

The City shall assign one regularly-employed police officer to serve as an SRO at Ankeny High School and one regularly-employed police officer to serve as an SRO at Centennial High School with the

understanding that the City may occasionally assign these SROs to provide support to other and/or additional District schools and/or programs to address specific needs.

B. Selection of School Resource Officer(s)

1. Each SRO shall be a sworn law enforcement officer under the authority and in the employ of the City. The City Chief of Police (hereinafter referred to as “Chief of Police”) and/or designee in consultation with District staff as assigned by the Superintendent of Schools (hereinafter referred to as “Superintendent”), shall collaboratively develop a process for selection of police officer(s) for assignment as full-time, regular SRO(s). District staff identified by the Superintendent shall be afforded an opportunity to participate in the process for selecting full-time, regular SRO(s). Subject to the terms and conditions outlined in this Agreement, the City shall have ultimate authority to make full-time, regular, and temporary SRO assignments.
2. Each officer selected to serve as a regularly-assigned SRO for more than one (1) consecutive school day shall have successfully completed the "Basic SRO Course" training offered by the National Association of School Resource Officers.
3. In the event of the resignation, reassignment, and/or long-term absence of regularly-assigned SRO, the City shall provide a temporary replacement for the SRO within one (1) school day of receiving notice of such resignation, reassignment, or absence and shall assign a permanent replacement using the process developed via Section II.B.1 of this Agreement as soon as practical.
4. In situations of one (1) day or less in duration where the City, despite reasonable efforts to do so, is unable to provide an officer who has successfully completed the “Basic SRO Course” to serve as a temporary SRO, the City may temporarily assign another regularly-employed police officer to the open SRO position. The Parties shall collaborate to establish the factors the City shall consider when making this temporary assignment.

C. Supervision of School Resource Officer(s)

1. The Chief of Police or designee (“SRO Supervisor”) shall supervise officers assigned to serve as regularly-assigned SROs. The SRO Supervisor shall also supervise any non-SRO officers who provide temporary SRO coverage per Section II.B of this Agreement during such times as those officers provide said coverage.
2. The SRO Supervisor shall serve as a liaison between the Police Department and District staff identified by the Superintendent and shall coordinate monthly meetings with the designated District staff to ensure alignment and effective operation of the SRO Program.
3. The SRO Supervisor shall complete any and all necessary performance evaluations of the SRO(s) and shall, to the extent permitted by law, seek input to inform these evaluation(s) from District staff identified by the Superintendent. Except as outlined in Section II.C.4, the City shall be the final arbiter of all decisions with respect to SRO performance evaluations.
4. The District shall inform the SRO Supervisor of any performance concerns related to SRO(s). The Parties shall work collaboratively to determine if the performance concerns can be addressed. If no mutually agreeable course of action can be reached within two weeks of notification of the concern, the City shall replace the SRO with a different officer.
5. The District shall, at District expense, establish and maintain a data system that supports the

tracking of data related to services provided under this Agreement. The Parties shall annually agree to the data that shall be recorded in the data system. Either party may at any time propose adjustments to the data tracking, but no changes to same shall be implemented without the agreement of both Parties.

D. School Resource Officer Property and Equipment

1. The City shall annually and by no later than the first day of the school year provide the District with a list of equipment the City shall furnish to the SRO(s), including but not limited to weapon(s), secure storage, and/or safes. No equipment related to the SRO Program shall be permanently affixed to District property without the written authorization of the Superintendent/designee.
2. Each SRO(s) shall be uniformed and equipped to handle law enforcement duties in accordance with Police Department policies.
3. All property purchased by the City for use by SRO(s) in performance of SRO roles and responsibilities shall be and remain the property of the City.

ARTICLE III

DUTIES OF THE SCHOOL DISTRICT

A. School Resource Officer Training and Support

1. Prior to the start of the school year each year during the duration of this Agreement, the District and City shall collaborate to develop a mutually-agreeable scope and sequence of classroom instruction, family training, and/or professional development for District staff to be provided by SRO(s). This provision shall not be interpreted to prevent the District and City from adding additional instruction for students, families, and/or staff should a need for such supplementation arise.
2. The District shall provide the Board of Education and District staff with information about the purpose, scope, and objectives of the SRO Program prior to the start of each academic year covered by this Agreement. The District shall inform the City of the intended date(s) for presentation to the Board of Education and shall, to the extent practicable, enable to the City to participate in the presentation to the Board.
3. The District shall, in the method and manner of its choosing, at least annually solicit input on the SRO Program from staff, students, and parents. The District shall share aggregated data from such efforts with the SRO Supervisor.
4. The District shall retain responsibility for student discipline related to violation of School Board Policy and/or District rules and regulations. Notwithstanding any necessary law enforcement action as contemplated by Section IV.B(2) herein, SRO(s) shall not act as school disciplinarians and instead shall refer students allegedly engaging in violations of school policies to the appropriate school administrator(s) for investigation and potential discipline.

B. School Resource Officer Property and Equipment

1. The District shall provide each regularly-assigned SRO with the following materials and facilities: (1) access to an air-conditioned and properly-lighted office equipped with a telephone that may be used for general business purposes; (2) a location for file and record storage which may be properly

locked and secured; (3) a desk with drawers; (4) an office desk chair; (5) a filing cabinet; (6) office supplies as reasonable for performance of regular business responsibilities; (7) a computer with Internet capabilities.

2. All property purchased by the District for use by SRO(s) in performance of SRO roles and responsibilities shall be and remain the property of the District.

ARTICLE IV

SCHOOL RESOURCE OFFICER ROLE AND RESPONSIBILITIES

A. Regular Duty Hours of School Resource Officer(s)

1. Each regularly-assigned SRO shall be assigned to be present at a District school(s) and/or program(s) where the SRO will provide support in keeping with this Agreement from 8:15 a.m. – 3:45 p.m. on each day that the relevant District school(s) and/or program(s) are in regular session. SRO(s) shall be entitled to breaks as mandated by Police Department policy and/or relevant collective bargaining agreements. The SRO Supervisor may work with the District to adjust start and end times, as needed, in order for SRO(s) to maintain a forty (40) hour workweek when overtime is not available.
2. Except as excused by other terms of this Agreement, SRO(s) shall be present at their assigned school(s) and/or program(s) during periods of high activity mutually agreed to by the Parties.
3. No later than two weeks prior to the start of each academic year covered by this Agreement, the SRO Supervisor shall collaborate with the Superintendent/designee to identify those District events and/or activities at which SRO presence is recommended. The Police Department shall assign SRO coverage to the identified events.
4. The District shall notify the SRO Supervisor as far in advance as practicable if it becomes aware of safety concerns for an event or activity that necessitate SRO presence. The Superintendent/designee will collaborate with the SRO Supervisor to make any necessary adjustments to SRO support to allow for SRO presence at the newly-added events and/or activities provided, however, that the City may temporarily assign a regularly-employed police officer other than an SRO(s) to the event or activity for which SRO support is requested.
5. The City may temporarily reassign SRO(s) during school holidays, vacations, training activities, periods of police emergencies, and/or other occasions as mutually agreed upon by the Parties.
6. The SRO Supervisor may collaborate with District staff identified by the Superintendent to temporarily adjust the regular working hours of SRO(s). Any such adjustment(s) shall be subject to mutual agreement of the Parties, shall be committed to writing, and shall be in accordance with law, including but not limited to the Fair Labor Standards Act and relevant collective bargaining agreement(s).

B. Duties and Responsibilities of School Resource Officer(s)

SRO(s) shall, to the greatest extent possible perform their duties in a manner that minimizes disruption to the learning environment and preserves confidentiality without sacrificing safety. The parties acknowledge that the SRO(s) may from time to time acquire confidential information concerning the District, students and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SRO(s) in compliance with District policy and federal, state and local law.

Law Enforcement, School Safety, and Crime Prevention

1. SRO(s) shall provide law enforcement and police services to the school/program, school grounds and areas adjacent to the school(s)/program(s) to which they are assigned.
2. SRO(s) may, in the performance of their duties, take law enforcement action as determined necessary by the SRO in the exercise of the SRO's discretion as a law enforcement officer. Such action may include but is not limited to disposal of contraband discovered on District property that is confiscated by District staff and/or SRO(s) in the performance of their duties pursuant to this Agreement. If an SRO takes law enforcement action, the SRO shall inform the relevant principal and the District's Safety and Security Specialist as soon as practicable.
3. SRO(s) shall investigate allegations of criminal activity that occurs on District property per Police Department policies and procedures and shall enforce state and local laws and ordinances. This activity may include but is not limited to notifying parents/guardians of criminal conduct by students, referring students to juvenile justice authorities and/or other appropriate government agencies, issuing citations, and making arrests for unlawful activity.
 - a. SRO(s) shall, in the exercise of their discretion as law enforcement officer(s), determine if it is necessary to conduct formal police interviews of students. If such interviews are necessary, the SRO(s) shall notify the relevant principal and the District's Safety and Security Specialist as soon as possible of said interviews. SROs will adhere to criminal law procedures and PD policy as it relates to the criminal investigation processes and will adjust approaches as it relates to school rules and contact with students on other matters. These interviews in some cases may be done by an SRO but efforts are made to assign cases that have a school nexus to other investigators.
 - b. If the use of force and/or an arrest by an SRO becomes necessary, the SRO shall follow all applicable federal and state laws, rules, regulations, and policies, as well as the rules and regulations of the Police Department.
 - c. Confidential information obtained pursuant to a police investigation involving an SRO(s) shall not be disclosed to anyone not a party to this Agreement except as provided by law or court order.
4. SRO(s) shall give assistance to other law enforcement and governmental agencies in matters related to the SRO's school assignment, as directed by the SRO Supervisor.
5. SRO(s) shall, whenever doing so would not endanger the safety of staff, students, and/or visitors to District property, advise the relevant building principal and the District's Safety and Security Specialist before requesting additional police assistance on District property.
6. SRO(s) shall support school administrator safety by being present during school searches which may involve weapons and/or controlled substances and/or in such cases where the student's emotional state may present a risk to the administrator(s). SRO(s) shall, as necessary, oversee the disposal of contraband discovered on District property that is confiscated by District staff and/or SRO(s) in the performance of their duties pursuant to this Agreement.
7. SRO(s) shall assist the District in developing plans and strategies to prevent and/or minimize dangerous situations in order to increase the safety of District schools and programs, including but not limited to by providing a course of training for school personnel in handling crisis situations which may arise at the school and/or in a District program.

8. SRO(s) shall collaborate with District staff identified by the Superintendent to conduct security inspections to deter criminal and/or juvenile delinquent activities.
9. SRO(s) shall monitor crime statistics and work with local patrol officers and the District to design and implement crime prevention strategies.

Law and Justice-Related Education

10. SRO(s) shall annually collaborate with District staff to develop and implement classes on subjects upon which the Parties mutually agree, including but not limited to, a basic understanding of criminal law, the role of police in society, and the police mission.
11. SRO(s) may, with approval of the SRO Supervisor, collaborate with District staff to design and provide instruction for specialized program(s), including but not limited to attending parent and/or staff meetings to build awareness of the SRO Program.

Community Partnership and Relationship Building

12. SRO(s) shall support the District's efforts for student success by establishing positive relationships with students and staff, including but not limited to by arranging small-group and individual conversations with students and supporting with conflict resolution efforts.
13. SRO(s) shall be visible within the school community, including but not limited to by attending and participating in school functions. The SRO Supervisor may, upon request of the District, adjust SRO(s) work hours, as needed, to facilitate attendance at such functions.
14. SRO(s) shall become familiar with and remain current on information related to community agencies that offer assistance to students and families and shall work with District staff to assist students and provide informational about available services.
15. SRO(s) shall promote the profession of police officer, serve as a positive role model, and increase the visibility and accessibility of police to the school community.

Miscellaneous Responsibilities

17. SRO(s) shall, in a manner mutually agreed to by the Parties, maintain detailed and accurate records of their activities and provide a written monthly report of same to City and District staff as directed by the SRO Supervisor. This report shall be for statistical and program monitoring purposes and shall not include any confidential arrest, intelligence, and/or other protected student information.
18. SRO(s) shall dress in business casual or uniform attire when on duty as prescribed by the SRO Supervisor. The SRO Supervisor may approve exceptions to this attire requirement.
19. SRO(s) shall perform other duties as mutually agreed upon by the Superintendent/designee and the SRO Supervisor provided that such duties are reasonably related to the SRO Program described in this Agreement and are consistent with federal and state law, Police Department rules and regulations, and District policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated District personnel to resolve any and all questions arising under this paragraph.
20. SRO(s) shall comply with District policies concerning student safety, personnel matters, and other issues

identified by the District and communicated to the SRO as legally applicable to the SRO, provided such policies do not conflict with the policing policies of the City or state law.

ARTICLE V

FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

- A.** The City shall present the District with the annual cost of each SRO no later than by March 1st of the school year prior to the school year in which the amount shall be due. This cost shall include salary and benefits, including but not limited to worker's compensation premiums, health insurance, retirement, FICA, liability insurance, clothing allowance, and/or training.
- B.** The City shall be responsible for 31% of the regular cost of each SRO position, and the remaining 69% shall be paid by the District.
- C.** The City shall bill the District twice annually, at a time mutually agreed to by the parties, for the cost of each SRO position. The District shall remit payment for such invoices within forty-five (45) days.
- D.** The City shall proportionally decrease the amount invoiced to the District for any designated SRO Program time during which the City reassigns one or more SRO(s) to work on non-school matters rather than assigned SRO duties and no replacement officer is provided to serve as a substitute.
- E.** The District shall pay 100% of the overtime incurred by a SRO(s) for SRO duties performed for the District. All predictable overtime shall pre-approved by the SRO Supervisor and the Superintendent/designee.
- F.** If the City receives funds from any source to support the cost of the SRO Program, the cost of the SRO Program as calculated in this Agreement shall be reduced by the amount of funds so received and the District shall be charged 69% of the reduced rate.
- G.** The District shall fully fund any training specific to regularly-assigned SRO(s) that the District requests above and beyond the SRO training and certification required for service as a regularly-assigned SRO.

ARTICLE VI

SCHOOL RESOURCE OFFICER EMPLOYMENT STATUS

- A.** Each SRO shall, at all times, be solely an employee of the City, and all assignment of duties, employee discipline, and evaluation of employee performance shall remain the responsibility of the City. SROs shall not be employees and/or agents of the District, and the District shall have no control over the terms and conditions of an SRO's employment.
- B.** The Parties acknowledge that an SRO is a police officer who shall endeavor to uphold the law under the direct supervision and control of the Police Department. SRO(s) will remain responsive to the chain of command of the Police Department.
- C.** The City shall be responsible for the payment of salary, wages, and any other compensation or benefits to the SRO, including as required by law, and shall withhold income tax and social security tax for each SRO. Except as otherwise specified in this Agreement, the District shall not be liable for compensation to any City employee for workers' compensation claims for injury or sickness occurring while the employee undertakes duties in fulfillment of this Agreement.

ARTICLE VII

TERM AND TERMINATION

- A.** The initial term of this Agreement shall be for a period of one (1) year and shall begin on July 1, 2022. The Agreement shall renew automatically from year to year, unless the cancelling party provides notice as set out in this Agreement prior to the expiration of the initial term or extension.
- B.** This Agreement may be terminated for any reason by either party upon a ninety (90) day written notice to the other party, unless otherwise agreed by the Parties in writing. The City shall be entitled to compensation as outlined in this Agreement for all SRO Program services performed to the date of termination. Upon termination of this Agreement, the District shall retain all District property and the City shall retain all City property, including but not limited to City-issued vehicles, radios, cell phones, computers, and cameras.

ARTICLE VIII

MISCELLANEOUS

- A.** Each party shall be responsible and liable for the consequences of any act, failure to act, and/or negligence on the part of itself and/or its employees, agents, and/or assigns. Neither party, its officers, employees, agents, and/or assigns, shall be deemed to have assumed any liability for negligent or intentional acts of the other party or its officers, employees, agents, and/or assigns.
- B.** To the extent allowed by law, each party shall indemnify, defend, and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, damages, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly related to any claim of loss or damage to property or of death or injury to persons resulting from the negligent or intentional acts of the party. Each party agrees to indemnify and to hold the other party, its officers, agents, and employees harmless from and against all claims, demands, actions, and/or cause of actions, judgments, settlements, and/or other costs including reasonable attorney's fees, which the party may incur or sustain by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein. "Nothing in this paragraph or this Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa law, including defenses and immunities specified under current Iowa Code Chapter 670."
- C.** The Parties shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise and/or questions develop regarding the implementation and/or interpretation of this Agreement, the Parties shall negotiate in good faith to resolve those matters in keeping with this Agreement's public purpose of protecting students, District staff, City staff, and the general public.
- D.** This Agreement constitutes the full understanding of the Parties, and no terms, conditions, understandings, and/or agreements purporting to modify and/or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.
- E.** This Agreement may be modified only by written agreement of the Parties.
- F.** This Agreement is by and between the Parties only. There shall not be any third-party beneficiaries to this Agreement.
- G.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in

accordance with the laws of the State of Iowa.

H. In accordance with Iowa Code Chapter 28E, the District and City further state:

1. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The City, acting through the Police Department, shall act as administrator for purposes of Iowa Code Chapter 28E.
2. No real or personal property shall be acquired or held jointly in the execution of this Agreement or the conduct of the SRO Program contemplated hereby. Rather, the District and City shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this Agreement.
3. Pursuant to Iowa Code Section 28E, the City shall file this Agreement with the Iowa Secretary of State, in an electronic format and in a manner specified by the Secretary of State. Any Amendment to this Agreement shall be filed with the Iowa Secretary of State pursuant to Iowa Code Section 28E.6.

I. Written notices as required by this Agreement shall be sent to the addresses of the respective parties as set forth below:

Notices to the City shall be addressed to:

Chief of Police
Ankeny Police Department
411 SW Ordnance Road,
Ankeny, Iowa 50023

A copy shall be mailed to:

City Manager
City of Ankeny
410 W First Street
Ankeny, Iowa 50023

Notices to the District shall be addressed to:

Superintendent of Schools
Ankeny Community School District
306 SW School Street
Ankeny Iowa 50023.

If during the term of this Agreement the address of the above contact person changes, the relevant party shall notify the other of the new address.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ANKENY COMMUNITY SCHOOL DISTRICT

By: _____
Trent Murphy
President, Board of Education

Attested by: _____
Dr. Erick Pruitt
Superintendent of Schools

Date: _____

Date: _____

CITY OF ANKENY

By: _____

David Jones
City Manager

Attested by:

City Clerk

Date: _____

Date:



Ankeny School District Banquet Contract

RESOLUTION 2013-224

RESOLUTION APPROVING WAIVER OF COSTS AND FEES RELATED TO THE PINNACLE CLUB-BANQUETS/MEETINGS

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa,
**that banquet and room discounts or a waiver of charges may be given upon request as
enumerated below:**

The Ankeny Community School District may hold meetings, retreats or special events at the Pinnacle Club. The allowance is unlimited provided space is available. Reservations must be made at least eight days in advance and cannot be made more than three months in advance. Reservations must include a minimum food and beverage order of \$100 to cover staff time, setup and cleanup costs. The occurrences shall be determined by the Superintendent of Schools in consultation with the City Manager.

BE IT FURTHER RESOLVED that if no food and beverages are ordered, the regular banquet and room rates apply. At the end of each calendar year, the City will provide a financial summary of complimentary services provided to the City and District.

DATED at Ankeny, Iowa this 1st day of July, 2013.

OTHER POLICIES:

- All A/V equipment rentals will be charged at full rates for events held by the Ankeny School District. Events are able to bring in their own A/V equipment to use at no charge.
- All food and beverage must be purchased from Otter Creek Golf Course. Cake and other desserts may be brought in with approval of Food and Beverage Manager. No food or alcoholic beverage may be removed from the banquet facility after the event is over. A 20% service fee will be applied to all food and beverage items purchased from the Pinnacle Club. Sales tax will not be applied to any food or beverage purchases.
- A guest estimate is required at time of contract signing. A final count guarantee is required 8 days prior to the scheduled event date. The final count guarantee will be the number charged on the final bill plus any additional guests added after the 8 day deadline. Additions to the final count may be made up to 4 days prior to the event.
- Otter Creek Golf Course requires all cancellations be given in writing via email. If the event is cancelled within 8 days of the event date, the school district will be responsible for all food and beverage charges for final count guaranteed.
- Payment for the event will be invoiced to the Ankeny School District and will be due 30 days from the invoice date.
- Any damages to the banquet room or Otter Creek property prior to, during, or after the event by any guest will be the responsibility of the event contact. Otter Creek will assess damages and apply the necessary charges to the final bill.
- Otter Creek Golf Course is not responsible for any lost or stolen items prior to, during, or after the event.

(Signature Event Contact)

(Date)

(Signature Otter Creek)

(Date)

Event Information

Event Type: Retirement Ceremony - Ankeny Community School District

Date of Event: 5.11.22 Start Time: 3:00pm End Time: 6:00pm

Event Contact: Sarah Murphy Date of event: Samantha Aukes

Home Phone: Sarah Cell: 515-965-9590 Cell Phone: Samantha Cell: 515-822-1272

Address: 306 SW School Street

City: Ankeny State: IA Zip: 50023

Email: sarah.murphy@ankenyschools.org

Estimate # of Guests: 150

Room Rental Fee: \$100

(Room Rental Fee of \$100 will apply if food & beverage minimum of \$100 is not met)

A/V Equipment: no / yes *(if yes please circle what you will need)*

<u>Projection Screen</u>	<u>\$25.00</u>
<u>Projector</u>	<u>\$30.00</u>
<u>Podium</u>	<u>\$25.00</u>
<u>Wireless Microphone</u>	<u>\$30.00</u>
T.V.	\$25.00
Easel	\$10.00

Room Reserved (please circle): Honors Room/Apex or Summit Room/Pinnacle Club

Room Layout:	<input checked="" type="checkbox"/>	Oval Tables: # tables <u>15</u>	Chairs/Table <u>10 chairs/table</u>
	<input type="checkbox"/>	Board Room Table (Honors Room Only)	# Chairs _____
	<input type="checkbox"/>	“U” Shape Table (Seats up to 32)	# Chairs _____
	<input type="checkbox"/>	Hollow Square (seats up to 40)	# Chairs _____
	<input type="checkbox"/>	Classroom Style Tables (seats up to 40)	# Chairs _____

Menu Arrangements

Final Count of Guests: _____

(*the final count will be the number you will be billed for plus any additional guests added after the final count deadline.
This number filled out by Otter Creek 8 days prior to event).

Breakfast **Time Served** _____ **Price per guest:** _____

Lunch **Time Served** _____ **Price per guest:** _____

Snack: **Time Served** _____

Chex Mix	\$1.50/guest
Assorted Cookie	\$1.50/guest
Frosted Brownie	\$3.00/guest
Granola Bars	\$1.50/guest

Dinner (iced tea included): **Time Served** _____ **Price per guest:** _____

Beverages: Please circle which beverages will be needed

Bottled Soda	\$3.00/bottle	
Bottled Water	\$2.50/bottle	
Iced Tea	\$10.00/gallon	# gallons _____
Lemonade	\$10.00/gallon	# gallons _____
Orange Juice	\$15.00/gallon	# gallons _____
Coffee (10 cups)	\$15.00/carafe	regular / decaf

Bar Service: NO / YES \$20/hour (includes bartender) # Hours: _____

Can Beer	\$4.00/5.00 can
House Wine	\$5.00/glass
Mixed Drink	\$5.00/well drink
Mixed Drink	\$6.50/premium drink
Domestic Keg	\$400/ keg

2021-2022 CONTRACT FOR THE PROVISION OF SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS

This Agreement is entered into between ANKENY COMMUNITY SCHOOL DISTRICT (hereinafter "Resident LEA") and the DUBUQUE COMMUNITY SCHOOL DISTRICT (hereinafter "Receiving LEA").

The Resident LEA wishes to obtain special education and related services for a resident student entitled to such programs and services, through an agreement with the Receiving LEA. The Receiving LEA agrees to provide these services at actual cost to the Resident LEA.

1. The student listed below will be provided special education and related services under this Agreement:

Student: [REDACTED]

Date of Birth: [REDACTED]

Grade Level: 10

Program: Level 2 **Weight:** 2.21

Entry Date: 3/21/2022 **Exit Date:**

School Attending: Cornerstone Academy

Other information Receiving LEA desires:

2. The special education program and related services shall be provided in accordance with the Federal and State laws governing such services (including the Individuals with Disabilities Education Act, Iowa Code Chapters 256B, 257 and 273 and Iowa Administrative Code Chapter 281-41) and in accordance with the student's Individualized Education Program ("IEP").
3. At all times, the Resident LEA shall remain responsible for providing the student a Free Appropriate Public Education ("FAPE"), including special education and related services. The Receiving LEA shall develop and/or implement an IEP in accordance with the rules of the Iowa Department of Education and with an opportunity for input from the Resident LEA; however, the Resident LEA remains responsible for insuring the student is receiving a free appropriate public education and shall be the responsible party in any dispute relating to the provision of special education and related services.
4. A designated representative of the Resident LEA shall be given notice and an opportunity to participate in IEP meetings regarding the student identified above and shall be given periodic progress reports as given to the parents of the student and at other times as requested by the Resident LEA.
5. The Receiving LEA reserves the right to limit enrollment to those students for whom appropriate programming and space is available in the Receiving LEA's programs, as determined by the Receiving LEA.

6. The Receiving LEA reserves the right to enforce its discipline policy, attendance policy, and all other policies and procedures relating to student enrollment and conduct. If a student is excluded, the Resident LEA will be responsible for any continuing programs or services.
7. The cost of all special education and related services (including equipment) shall be paid by the Resident LEA to the Receiving LEA and shall be equal to the actual costs incurred in providing all such special education and related services. Actual costs will be determined and paid in the following manner:
 - A. The cost of the above services will be paid by the undersigned-sending agency and shall be the actual costs incurred in providing these services and programs.
 - B. Invoices for the estimated costs shall be forwarded to the Receiving LEA semi-annually.
 - C. The Receiving LEA shall provide the Resident LEA with a final statement of actual costs by July 15 for the preceding fiscal year.
 - D. The Resident LEA shall pay the Receiving LEA within thirty-one calendar days of receipt of an invoice.
8. The rights and responsibilities created in this Agreement may not be assigned without express written consent of both parties and may not be enforced by any third party beneficiary or any other than the Resident LEA and the Receiving LEA.
9. This Agreement may be terminated by providing at least ten calendar days written notice to the other party.

 Board President
 Resident Local Education Agency

ATTEST: _____
 Board Secretary
 Resident Local Education Agency

 Date

Kate A

 Board President
 Receiving Local Education Agency

ATTEST: *Carolyn Mauss*

 Board Secretary
 Receiving Local Education Agency

4-11-22

 Date

Please retain the white copy for your file and return the colored copy to:

Dubuque Community School District
 Department of Special Education
 2300 Chaney Road
 Dubuque, IA 52001

STUDENT TEACHING AGREEMENT

Article I. PARTIES

Student Teaching Agreement (the "Agreement"), dated as of _____ between
The University of Iowa ("Institution") and **Ankeny Community School District** ("School
District").

Accordingly, the parties agree as follows:

Article II. SCOPE OF SERVICES

Section 2.01. Performance. Students ("Students") from the Institution shall participate in a student teaching assignment and/or perform duties with Cooperating Teachers ("Teacher") in the School District.

Section 2.02. Scope of Agreement. This Agreement establishes procedures for the placement, assignment, information sharing, termination, change of assignment, supervision, evaluation, and status and authority of Students.

Article III. PLACEMENT

Section 3.01. Placement. The placement of the Students shall be accomplished on a cooperative basis involving both the Institution and School District.

Section 3.02. Placement Initiation. Placement shall be initiated by the appropriate Institution personnel by communication with the appropriately designated School District personnel.

Section 3.03. List of Students, Student Background Information, and Release for Information Sharing. The Institution shall present to School District a list of Students showing the grade level, subjects preferred, and other relevant information before assignments are made.

Relevant information shall include, but not be limited to, documentation of the following conducted by the Institution: a state criminal history record check through the Division of Criminal Investigation of the Iowa Department of Public Safety; a review of the sex offender registry; a review of the central registry for child abuse; and a review of the central registry for dependent adult abuse. Relevant information shall also include any other information relating to the Student's fitness to work with K-12 students and others which is obtained by the Institution before, during or after the Student's placement as a Student Teacher with the School District.

The Institution shall only allow Students to perform services in the School District if the results of such checks are consistent with the State of Iowa requirements to obtain a teaching license under Iowa law. The Institution and the School District agree to cooperate with each other in the investigation of any allegation of physical or sexual abuse or other misconduct involving any Student.

The Institution shall also provide the School District a release signed by the student authorizing the Institution and the School District to access and share any and all information relating to the Student in the possession of either party in substantially the same form as the attached document.

Section 3.04. Refusal of Placement by Institution. The Institution may refuse the services of any Teacher, but such refusal shall not be based on age, race, religion, creed, color, sex, national origin, disability, veteran status, or sexual orientation.

Section 3.05. Refusal of Placement by School District. The School District may refuse placement of any Student, but such refusal shall not be based on age, race, religion, creed, color, sex, national origin, disability, veteran status, or sexual orientation.

Article IV. ASSIGNMENT

Section 4.01. Assignment of Student. The School District shall assign only one Student to a Teacher, unless other arrangements are mutually agreed upon in writing by the Institution and School District.

Section 4.02. Student's Schedule. The Student shall be on duty each regularly scheduled school day for the length of time that is required of the Teacher unless other arrangements are mutually agreed upon in writing by Institution and School District. The Student shall follow the schedule of the School District, not the Institution's schedule.

Section 4.03. Included in Assignment. An assignment consists of, but is not limited to: recess duty, conference periods, homeroom, activity periods, preparation periods, and all other duties performed during the regular school day, including, but not limited to correcting papers, preparing lesson plans, and special projects.

Section 4.04. Term of Assignment. The Student's assignment shall be completed during one quarter or semester unless the Parties, in their discretion, mutually agree to grant an extension.

Section 4.05. Pre-service and in-service workshops. Students will be invited to participate in pre-service and in-service workshops conducted during the time of their assignment that the School District deems relevant and appropriate for their attendance.

Article V. DURATION, TERMINATION, AND CHANGE OF ASSIGNMENT

Section 5.01. Beginning of Agreement. This Agreement begins on _____ and terminates on _____.

Section 5.02. Termination or Change of Assignment. The Institution or the School District may terminate or change assignment of any Student at any time for any reason. Each party shall notify the other party of its action in writing, in advance of making the change, and with as much notice as practicable.

Article VI. SUPERVISION AND EVALUATION OF STUDENT TEACHERS

Section 6.01. Supervisor. The Institution shall designate an appropriate person who will serve as supervisor of the Student, in cooperation with the Teacher.

Section 6.02. Student Orientation. The School District shall schedule a Student orientation meeting before the beginning of the assignment.

Section 6.03. Compliance. The Student shall comply with all policies, rules, and regulations of the School District and the Code of Ethics of the profession.

Section 6.04. Record of Attendance. Each Teacher shall keep an accurate record of the Student's attendance.

Section 6.05. Absences. The Student shall notify the Teacher of planned absences, at least two weeks prior to the absence, or a minimum of 24 hours advance notice, where practicable, in the event of an emergency.

Section 6.06. Notification of Absence. The School District shall notify the Institution if a Student is absent without notification to the Teacher.

Section 6.07. Evaluation of Student. The appropriate personnel of the Institution, the Teacher, the Student shall be involved in the evaluation process. Others from the Institution or School District who are knowledgeable about the performance of the Student may be involved in the evaluation process.

Prior to the commencement of any placement within the terms of this Agreement, Institution and School District shall mutually agree, in writing, to the basis for evaluation of the Student(s) placed in the School District.

Section 6.08. Final Evaluation. Subject to any agreements entered into by the parties pursuant to Section 6.07, the Institution shall complete the final evaluation for the Student.

Section 6.09. Investigation of alleged misconduct. The Institution and the School District agree to cooperate with each other in the investigation of any allegation of physical or sexual abuse or other misconduct involving any Student as allowed by law and/or policy.

Article VII. STATUS AND AUTHORITY OF STUDENT TEACHERS

Section 7.01. Student Teaching Status and Authority. Students shall have status and authority in accordance with Iowa Code §272.27.

Section 7.02. Student Classification. Students shall be unpaid "employees" pursuant to Iowa Code §670.2 and therefore protected from individual liability for acts or omissions occurring within the scope of their assignment.

Article VIII. GENERAL PROVISIONS

Section 8.01. Choice of Law. This Agreement is deemed to have been executed in the State of Iowa. As such, all rights and liabilities of the parties will be governed by the laws of the State of Iowa.

Section 8.02. Forum Selection. Any action relating to this Agreement shall only be commenced in the Iowa District Court in Polk County, or in the United States District Court for the Southern District of Iowa.

Section 8.03. Notice. Any notice required or permitted by this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid, and addressed to the party as detailed below:

a) Notice to Institution. Notice to Institution must be sent to:

Julie J Heidger EdS
 Director of Student Teaching Experience
 Teacher Education Program
 201 Lindquist North

b) Notice to School District. Notice to the School District must be sent to:

Ankeny Community School District
ATTN: Erick Pruitt
306 SW School Street
Ankeny, IA 50023

Section 8.04. Amendments. Institution and the School District may amend this agreement only in the form of a written amendment to be signed by a representative from each party.

Section 8.05. Merger. This Agreement is the final and exclusive agreement between Institution and the School District and this Agreement supersedes all prior agreements and representations, written or oral, concerning this subject matter.

Section 8.06. Captions. The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect.

Section 8.07. Severability. If any provision of this Agreement shall be held invalid under any applicable statute or regulation or by a decision of a court of competent jurisdiction, this invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions are severable.

Section 8.08. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 8.09. Enforcement and Waiver. Each party has the right at all times to enforce the

provisions of this Agreement in strict accordance with the terms, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times. The failure to enforce its rights under those provisions, strictly in accordance with the same, is not construed as having created a custom in any way or manner contrary to the specific provisions of this Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the respective parties are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

Section 8.10. Compliance with Laws, Rules, and Regulations. Anything in this Agreement to the contrary notwithstanding, Institution and Students shall each refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

Section 8.11. Defined Terms. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., (“Word”), then that word or phrase shall be interpreted as if fully written out in the following format: “(hereinafter referred to as the ‘Word’),” and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

Section 8.12. Liability. To the extent authorized by law, Institution and the School District shall be responsible for any claims, demands, actions and/or causes of actions directly resulting from the negligent acts or omissions of the *that* party.

Article IX. COMPENSATION FOR COOPERATING TEACHERS

Section 9.1 Stipend. Per Institutional policy, a stipend may be paid to the cooperating teacher. Institution must request payroll information from the cooperating teacher and not from the School District Business Office.

Article X. SIGNATURE LINES

In order to evidence their agreement to the terms of this Agreement, the parties have executed and delivered this Agreement on the date set forth in the preamble.

INSTITUTION

The University of Iowa

Authorized Signature for Institution

Printed Name

Printed Title

David W. Kieft
Business Manager
University of Iowa

Date

04/20/2022

ANKENY COMMUNITY SCHOOL DISTRICT

Board President Signature

Printed Name

President, Board of Education

Printed Title

Date

STUDENT TEACHING AGREEMENT

Article I. PARTIES

Student Teaching Agreement (the “Agreement”), dated as of between **Luther College** (“Institution”) and **Ankeny Community School District** (“School District”).

Accordingly, the parties agree as follows:

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Section 2.01. Performance. Students (“Students”) from the Institution shall participate in a student teaching assignment and/or perform duties with Cooperating Teachers (“Teacher”) in the School District.

Section 2.02. Scope of Agreement. This Agreement establishes procedures for the placement, assignment, information sharing, termination, change of assignment, supervision, evaluation, and status and authority of Students.

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Section 5.01. Beginning of Agreement. This Agreement begins on June 1, 2022 and terminates on May 31, 2025.

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a) **Notice to Institution.** Notice to Institution must be sent to:

**Luther College
ATTN: Barb Bohach
700 College Dr
Decorah, IA 52101**

b) **Notice to the School District.** Notice to the School District must be sent to:

**Ankeny Community School District
ATTN: Erick Pruitt
306 SW School Street
Ankeny, IA 50023**

Section 8.04. Amendments. Institution and the School District may amend this agreement only in the form of a written amendment to be signed by a representative from each party.

Section 8.05. Merger. This Agreement is the final and exclusive agreement between Institution and the School District and this Agreement supersedes all prior agreements and representations, written or oral, concerning this subject matter.

Section 8.06. Captions. The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect.

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Section 8.08. Binding Effect. This Agreement is binding upon and shall insure to the benefit of the parties and their respective successors and permitted assigns.

Section 8.09. Enforcement and Waiver. Each party has the right at all times to enforce the provisions of this Agreement in strict accordance with the terms, notwithstanding any conduct or custom on the part of such party in refraining from doing so at any time or times. The failure to enforce its rights under those provisions, strictly in accordance with the same, is not construed as having created a custom in any way or manner contrary to the specific provisions of this Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the respective parties are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

Section 8.10. Compliance with Laws, Rules, and Regulations. Anything in this Agreement to the contrary notwithstanding, Institution and Students shall each refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

Section 8.11. Defined Terms. When a word or phrase is enclosed in parentheses and quotation marks, i.e., (“Word”), then that word or phrase shall be interpreted as if fully written out in the following format: “(hereinafter referred to as the ‘Word’),” and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

Section 8.12. Indemnification. To the extent authorized by law, Institution and the School District shall, at their expense, indemnify, defend and hold each other (including its officers, directors, shareholders, employees, and agents) harmless, from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney’s fees, which Institution or the School District may incur because of the negligent acts or omissions of the other party.

Article IX. COMPENSATION FOR COOPERATING TEACHERS

Section 9.1 Indemnification. Per Institutional policy, a stipend may be paid to the cooperating teacher. Institution must request payroll information from the cooperating teacher and not from the School District Business Office.

Article X. SIGNATURE LINES

In order to evidence their agreement to the terms of this Agreement, the parties have executed and delivered this Agreement on the date set forth in the preamble.

LUTHER COLLEGE

ANKENY COMMUNITY SCHOOL DISTRICT

Barbara Bohach

Authorized Signature for Institution

Board President Signature

Printed Name **Barb Bohach**

Printed Name

Printed Title **Ed Dept Head**

Printed Title **President, Board of Education**

Date **April 21, 2022**

Date

Prepared By: Lauren Myers
 Customer Name: Ankeny Community School District

 Customer Contact: Jodie Graham
 Title: DIRECTOR OF HUMAN RESOURCES

 Contract Term: 12 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

 Address: 306 SW School St
 City: Ankeny
 State/Province: Iowa
 Zip Code: 50021
 Phone #: 515-965-9604, ext 54619

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
UT Applicant Tracking Integration Gallup PI	1.00	Each	USD 0.00
Unified Talent (TalentEd) Perform District	10,200.00	Students	USD 23,256.00
Unified Talent (TalentEd) Records	11,206.00	Students	USD 10,085.40
Unified Talent (TalentEd) External Authentication LDAP	1.00	Each	USD 0.00
UT Applicant Tracking Integration Gallup TI	1.00	Each	USD 0.00
Unified Talent (TalentEd) Records Contracts	11,206.00	Students	USD 8,516.56
UT Records Data Export Custom	1.00	Each	USD 0.00
UT Records Data Import Custom	1.00	Each	USD 0.00
UT Applicant Tracking	11,206.00	Students	USD 5,266.82
UT Applicant Tracking Data Export Custom	1.00	Each	USD 0.00
UT Applicant Tracking Integration Aesop Single	1.00	Each	USD 0.00
UT Applicant Tracking Integration Teach Iowa	1.00	Each	USD 0.00
Unified Talent (TalentEd) Sync	11,206.00	Students	USD 0.00

 License and Subscription Totals: **USD 47,124.78**
Quote Total

Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 47,124.78

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration 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 paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

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

POWERSCHOOL GROUP LLC

Ankeny Community School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 20-APR-2022

Date:

PO Number: _____

Dallon Christensen
Ankeny Community School District
306 School Street
Ankeny, Iowa 50021

Re: Renewal of Contract #JUV-20-SB-5-002
First Amendment

To Whom It May Concern:

This is to inform you that the Iowa Department of Human Services hereby exercises the option to extend this contract in accordance with Section 1.3.4.1 from July 1, 2022, to June 30, 2023. All other terms and conditions of the contract and any amendments are unchanged.

If you have questions or concerns regarding this renewal, please contact Doug Wolfe at 515-242-5452.

Iowa Department of Human Services

By: _____ Date: _____

Name: Janee Harvey

Title: Division Administrator Adult, Children and Family Services

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	JUV-20-SB-5-002

Title of Contract
School-Based Supervision Program

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: Douglas D Wolfe Program Planner Iowa Department of Human Services 1305 E. Walnut Street Des Moines, IA 50319-0114 Phone: (515) 242-5452
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Douglas D. Wolfe Program Planner Iowa Department of Human Services 1305 E. Walnut Street Des Moines, IA 50319-0114	Agency Contract Owner (hereafter "Contract Owner") / Address: Jana Rhoads, Division Administrator Adult, Children and Family Services Iowa Department of Human Services 1305 E. Walnut Des Moines, Iowa 50319-0114
E-Mail: dwolfe@dhs.state.ia.us	E-Mail: jrhoads@dhs.state.ia.us
Phone: (515) 242-5452	

Juvenile Court Services (hereafter "JCS")	
Chief Juvenile Court Officer / Address: 5th Judicial District of Iowa Chad Jensen, Chief Juvenile Court Officer 222 5 th Avenue Des Moines, Iowa 50309-4044	JCS Project Manager Name / Address: Christy Opatz Juvenile Court Services 222 5th Avenue Des Moines, Iowa 50309-4044 Phone: 515-286-3960

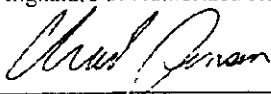

Contractor: (hereafter "Contractor")	
Legal Name: Ankeny Community School District	Contractor's Principal Address: Ankeny Community Schools 306 SW School Ankeny, Iowa 50023-3033
Tax ID #: 426021919	Organized under the laws of: Iowa

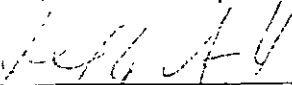
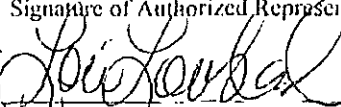
Contractor's Contract Manager Name/Address ("Notice Address"): Jackie Black 306 SW School Ankeny, Iowa 50023-3033	Contractor's Billing Contact Name/Address: Jennifer Jamison 306 SW School Ankeny, Iowa 50023-3033
Phone: 515-289-3976	Phone: 515-289-3977
E-Mail: jackie.black@ankenyschools.org	E-Mail: jennifer.jamison@ankenyschools.org

Contract Information	
Start Date: 07/01/19	End Date of Base Term of Contract: 06/30/22
Possible Extension(s): The Agency shall have the option to extend this Contract up to 3 additional 1-year extensions.	
Contractor a Business Associate? No	Contractor subject to Iowa Code Chapter 8F? No
Contract Include Sharing SSA Data? No	Contractor a Qualified Service Organization? No
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions	Contract Contingent on Approval of Another Agency: No
Security & Privacy Office Data Confirmation Number: N/A	
Contract Payments include Federal Funds? No	

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the attached Certifications (if any), Special Terms, General Terms for Services Contracts, and all Special Contract Attachments. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

Juvenile Court Services, 5th Judicial District of Iowa		Iowa Department of Human Services	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
	7/12/19		7-16-19
Printed Name: Chad Jensen, Chief Juvenile Court Officer		Printed Name: Jerry R. Foxhoven, Director	

Approved as to legal form and content:		Ankeny Community School District	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
	4/11/19		3-25-19
Printed Name: Jeff Peterzalek, Assistant Attorney General		Printed Name: Lori Lovstad, Board President	

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions. “**Juvenile Court Services (“JCS”)**” means a division of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent and youth at risk of entering the court system receive services as directed by the Chief Juvenile Court Officer or designee. Supports may include case management and a variety of community based services, known as graduated sanctions services. Pursuant to the authority granted in Iowa Code chapters 232, 602, 7E, and 8 and the annual appropriations Acts, the executive branch, represented by the Agency, and the judicial branch, represented by the state court administrator and the chief juvenile court officers, are each charged with specific responsibilities for funding, administering, and providing services such as those described in this contract.

“JCSL” means Juvenile Court School Liaison.

“CJJP” means Criminal and Juvenile Justice Planning.

“District” means the Ankeny Community School District

“JCO” means Juvenile Court Officer

1.2 Contract Purpose.

The parties have entered into this contract to provide and fund a school-based supervision program in compliance with 441 Iowa Administrative Code Chapter 151. The program will provide and fund a Juvenile Court School Liaison Officer to assist youth in achieving positive self-improvement, accountability, and judgment that will enhance community safety. Services provided individual clients will reflect the needs of the child, the community, and parties to this agreement.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1.3.1.1 Contractor shall provide one JCSL that will provide School-Based Supervision services in the Ankeny Community School District.

1.3.1.2 Qualifications. A Bachelor’s Degree in Behavioral Sciences or Humanities is required, unless the chief juvenile court officer and the school agree that an associate degree is acceptable. The ability to tactfully and efficiently communicate with others in person and in writing; the basic understanding and appreciation of human and social development; ability to train and instruct others; personal maturity to maintain composure under unusual stress or social interaction pressures; ability to learn the operations of the Iowa Courts and Juvenile Justice System. Further qualifications include United States citizenship; a minimum age of 21; no criminal record or founded child abuse reports; a valid Iowa Driver’s License; proof of insurance and no serious driving violations.

1.3.1.3 The JCSL shall report to:

1. Local School District Authorities
2. Local Juvenile Court Services for client referrals and information exchange.
3. District Chief Juvenile Court Officer for monthly statistical reports and other information as necessary.
4. This School-Based Services Contract is for a period of 12 months. The JCSL is expected to be performing duties assigned by Juvenile Court Services and the Ankeny Community School District during the school year.

1.3.1.4 Population to be served. The JCSL shall provide services to students enrolled in the Ankeny Community School District who are placed on formal or informal supervision/probation and any other at-risk students as referred by JCS or the District.

1.3.1.5 JCSL Duties and Objectives.

1. Address and reduce referred students inappropriate behavior in school.
2. Reduce the frequency of truancy by students.
3. Assist the student, his/her family and the school by arranging for school/community based services.
4. Assist in the identification of at-risk students.
5. Serve as a resource for students or families that request assistance in school and/or with family related problems.
6. Assist in the development of appropriate programming resources to address the needs of at-risk youth.
7. Complete the Juvenile Court School Liaison Client Statistical Summary and submit to the CJJP website for every youth that received services during the school year.
8. The Juvenile Court School Liaison will maintain and submit to JCS, a list by month, of the individual youth to whom service is provided.
9. The Juvenile Court School Liaison will establish a client file for maintaining records and documenting contacts for each youth receiving services.
10. The Juvenile Court School Liaison will submit monthly progress reports on all JCS youth receiving services to the referring JCO. The information to be included in the monthly progress reports are:
 - 1) Attendance
 - 2) Truancy
 - 3) Academic status
 - 4) Suspensions
 - 5) Behavior incidents
11. The Juvenile Court School Liaison will submit a quarterly progress report and yearend report to JCS that includes at a minimum:
 - a) Number of youth referred in time period
 - b) Total number of youth served
 - c) Race
 - d) Gender
 - e) Attendance
 - f) Truancy

The progress reports will be due by:

1 st Quarter	October 30 th
2 nd Quarter	January 31 st
3 rd Quarter	April 30 th
Year End	July 31 st

1.3.1.6 The JCSL shall attend all assigned trainings and the Annual Juvenile Court School Liaison Conference when applicable.

1.3.1.7 Contractor shall conduct a performance evaluation at least annually by an appropriate official of the hiring organization with input from JCS.

1.3.2 Performance Measures.

1. 100% JCSL will meet the qualifications for providing the School-Based Supervision services.
2. 100% of the time JCSL will only accept referrals for students that are enrolled in the Ankeny Community School District.

3. 100% of the time the JCSL will submit a monthly progress report on JCS students to the referring JCO.
4. 100% of the time Contractor will submit billings on correct GAX form with appropriate backup.
5. 100% of the time JCSL will complete the Juvenile Court School Liaison Client Statistical Summary for each referred student that has a case file, at the end of the school year on the website developed by CJJP.

1.3.3 Monitoring, Review, and Problem Reporting.

For purposes of monitoring and payment, parties to this contract shall be accountable to Administrative Rule 441-151 Graduated Sanctions and Court Ordered Services, which prescribe the joint responsibilities of the Chief Juvenile Court Officers and the Agency.

1.3.3.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and

1.3.3.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.3.3 Problem Reporting. As stipulated by the Agency or JCS, the Contractor and/or Agency/JCS shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Chief Juvenile Court Officer has final authority to approve problem-resolution activities.

The Agency/JCS's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency/JCS's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.3.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$242,098.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

Payment Table

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/19 - 06/30/20	\$37,426.00
07/01/20 - 06/30/21	\$38,549.00
07/01/21 - 06/30/22	\$39,705.00
07/01/22 - 06/30/23	\$40,900.00
07/01/23 - 06/30/24	\$42,127.00
07/01/24 - 06/30/25	\$43,391.00

Note: continued payment for contract extension years is contingent upon extension of the Contract.

1.3.4.2 Payment Methodology.

For purposes of monitoring and payment, parties to this contract shall be accountable to Administrative Rule 441-151 Graduated Sanctions and Court Ordered Services, which prescribe the joint responsibilities of the Chief Juvenile Court Officers and the Agency.

1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.4.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.4.5 Payment of Invoices. The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.4.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.4 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
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Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

2.1 Definitions. Definitions in this section correspond with capitalized terms in the Contract.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Applicable Law” means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

“Bid Proposal” or “Proposal” means the Contractor’s proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

“Business Days” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Force Majeure” means an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. Force Majeure does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

“Invoice” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

“Solicitation” means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

“Special Contract Attachments” means any attachment to this Contract.

“Special Terms” means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

2.3 Scope of Work. The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

2.4.2 Erroneous Payments and Credits. The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

2.4.3 Offset Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.5 Termination.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

2.5.1.1 The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

2.5.1.3 The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

2.5.1.7 The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

2.5.1.8 The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

2.5.1.9 The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

2.5.1.10 Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any

bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts:

- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

2.5.2 Termination Upon Notice. Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

2.5.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

2.5.3.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.5.3.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or

2.5.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section

2.5.4 Other remedies. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

2.5.5 Limitation of the State's Payment Obligations. In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, *Termination for Cause by the Agency*) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, *Termination Due to Lack of Funds or Change in Law*, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

2.5.5.1 The payment of unemployment compensation to the Contractor's employees;

2.5.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

2.5.5.5 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor's Contract Close-Out Duties. Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

2.5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

2.5.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

2.5.7 Termination for Cause by the Contractor. The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

2.6 Reserved. (Change Order Procedure)

2.7 Indemnification.

2.7.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

2.7.1.1 Any breach of this Contract;

2.7.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

2.7.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

2.7.1.4 Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

2.7.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.8 Insurance.

2.8.1 Insurance Requirements. At the Contractor's expense, the Contractor and any subcontractor shall maintain insurance in full force and effect covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. Insurance shall be provided through companies licensed by the State of Iowa, through statutorily authorized self-insurance programs, through local government risk pools, or through any combination of these. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

2.8.1.2. Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

2.8.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation. The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

2.8.2 Types and Amounts of Insurance Required. Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

2.8.3 Certificates of Coverage. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

2.8.4 Notice of Claim. Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

2.9 Ownership and Security of Agency Information.

2.9.1 Ownership and Disposition of Agency Information. Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

2.9.2 Foreign Hosting and Storage Prohibited. Agency Information shall be hosted and/or stored within the continental United States only.

2.9.3 Access to Agency Information that is Confidential Information. The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

2.9.4 No Use or Disclosure of Confidential Information. Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly

authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

2.9.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

2.9.6 Compliance of Contractor Personnel. The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, <http://secureonline.iowa.gov/links/index.html>, and <https://ocio.iowa.gov/home/standards>.

2.9.7 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

2.9.8 Return and/or Destruction of Information. Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

2.9.9 Contractor's Inability to Return and/or Destroy Information. If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

2.9.10 Contractors that are Business Associates. If the Contractor is the Agency's Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

2.10 Intellectual Property.

2.10.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copy rights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or, its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

2.10.2 Waiver. To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

2.10.3 Further Assurances. At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.10. *Intellectual Property.*

2.10.4 Publications. Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.11 Warranties.

2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.11.2 Contractor represents and warrants that:

2.11.2.1 All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

2.11.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

2.11.2.3 The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

2.11.3 The Contractor represents and warrants that:

2.11.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

2.11.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.11.4 The Contractor represents and warrants that the Deliverables shall:

2.11.4.1 Be free from material Deficiencies; and

2.11.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

2.11.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a

Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

2.11.6 The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

2.11.7 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

2.12 Acceptance of Deliverables.

2.12.1 Acceptance of Written Deliverables. For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials ("Written Deliverables"). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency's Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables, that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

2.12.2. Reserved. (*Acceptance of Software Deliverables*)

2.12.3 Notice of Acceptance and Future Deficiencies. The Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

2.13 Contract Administration.

2.13.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

2.13.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

2.13.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation;

shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

2.13.4 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

2.13.4.1 The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

2.13.4.2 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

2.13.4.3 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

2.13.4.4 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.13.4.5 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

2.13.5 Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

2.13.6 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

2.13.7 Amendments. With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

2.13.8 No Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

2.13.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its

subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

2.13.10 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County, District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

2.13.11 Assignment and Delegation. The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

2.13.12 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

2.13.13 No Drafter. No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

2.13.14 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

2.13.15 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

2.13.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

2.13.17 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

2.13.18 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

2.13.19 Notice. Any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

2.13.20 Cumulative Rights. The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of

any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

2.13.21 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

2.13.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

2.13.23 Authorization. The Contractor represents and warrants that:

2.13.23.1 It has the right, power, and authority to enter into and perform its obligations under this Contract.

2.13.23.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

2.13.24 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

2.13.25 Records Retention and Access.

2.13.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

2.13.25.1.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

2.13.25.1.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

2.13.25.1.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

2.13.25.1.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

2.13.25.2 The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

2.13.26 Audits. Local governments and non-profit subrecipient entities that expend \$750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.27 Reimbursement of Audit Costs. If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

2.13.28 Staff Qualifications and Background Checks. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

2.13.29 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

2.13.30 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, *Erroneous Payments and Credits*; (2) Section 2.5.5, *Limitation of the State's Payment Obligations*; (3) Section 2.5.6, *Contractor's Contract Close-Out Duties*; (4) Section 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Forum*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15) Section 2.13.39, *Use of Name or Intellectual Property*.

2.13.31 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

2.13.32 Delays or Potential Delays of Performance. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds

for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

2.13.33 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

2.13.34 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

2.13.35 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.36 Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

2.13.37 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

2.13.38 Public Records. The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

2.13.39 Use of Name or Intellectual Property. The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

2.13.40 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

2.13.41 No Minimums Guaranteed. The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

2.14 Contract Certifications. The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

2.14.1 Certification of Compliance with Pro-Children Act of 1994. The Contractor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by

an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the Deliverables are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

By signing this Contract, the Contractor is providing the certification set out below:

2.14.2.1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.2 The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

2.14.2.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Agency for assistance in obtaining a copy of those regulations.

2.14.2.4 The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

2.14.2.5 The Contractor further agrees by signing this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2.14.2.6 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

2.14.2.7 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

2.14.2.8 Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.9 The Contractor certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

2.14.3 Restriction on Lobbying.

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

2.14.3.1 The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.

2.14.3.2 The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

2.14.3.3 The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

2.14.3.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

2.14.3.3.2 A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

2.14.3.3.3 A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2.14.3.4 The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 CFR Part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

2.14.4 Certification Regarding Drug Free Workplace

2.14.4.1 Requirements for Contractors Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

2.14.4.1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2.14.4.1.2 Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

2.14.4.1.3 Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;

2.14.4.1.4 Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction:

2.14.4.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction:

2.14.4.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

2.14.4.1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.14.4.2 Requirement for Individuals. If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

2.14.4.3 Notification Requirement. The Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

2.14.4.3.1 Take appropriate personnel action against such employee up to and including termination; or

2.14.4.3.2 Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

2.14.5 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

2.14.5.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause, or

2.14.5.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

2.14.5.3 Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

2.14.6 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

2.14.7 Certification Regarding Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

2.14.7.1 As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

2.14.7.2 The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

2.14.7.3 Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

2.14.7.3.1 Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

2.14.7.3.2 Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

2.14.7.3.3 Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

2.14.7.3.4 Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

2.14.7.3.5 Any changes in the information submitted in accordance with Iowa Code §8F.3

2.14.7.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

2.14.7.3.7 In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

2.14.8 Reserved. (*Food and Nutrition Services Funded Contract*).

CHARMS

A VANCO COMPANY

INVOICE

Dorian Business Systems, LLC
 PO Box 200210
 Dallas, TX 75320-0210
 972-485-1912
 ar@dorianbusiness.com

DATE: 04/04/2022
 INVOICE #: INV00091621
 PYMT TERMS: Due on Receipt
 DUE DATE: 04/04/2022

BILL TO:
 Ankeny High School Band
 Jennifer Williams
 1155 SW Cherry St
 Ankeny, IA 50023

SHIP TO:
 Ankeny High School Band
 Jennifer Williams
 1155 SW Cherry St
 Ankeny, IA 50023

Account No: C0002634

Charms subscription for 3 yrs	05/02/2022 - 05/01/2025	1	899.00	\$899.00
			SUBTOTAL	\$899.00
			Sales Tax	\$0.00
			TOTAL	\$899.00

Thank you for your business

This invoice is an offer to provide services subject to the Subscriber Terms located at <https://www.charmsoffice.com/subscriberterms.asp>. This offer is expressly conditioned on these Subscriber Terms without any modification, variation or amendment by you. By accepting this offer and paying this invoice, you confirm that you are accepting such Subscriber Terms.

Ankeny High School Band
 Jennifer Williams
 1155 SW Cherry St
 Ankeny, IA 50023

DATE: 04/04/2022
 INVOICE #: INV00091621
 PYMT TERMS: Due on Receipt
 DUE DATE: 04/04/2022

CHARMS
 Dorian Business Systems, LLC
 PO Box 200210
 Dallas, TX 75320-0210

Account No: C0002634

Amount Enclosed

\$

Payable to: Dorian Business Systems, LLC



April 26, 2022

Tim Simpkins
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Re: Final Acceptance and Completion – April 2022
Ankeny High School and Ankeny Centennial High School
Ankeny Community School District
Ankeny, Iowa 50023

Mr. Simpkins:

To the best of our knowledge, the Work by the Contractor below on the above referenced project has been completed in accordance with the terms and conditions of the Contract Documents and the entire remaining balances noted in the attached final Certificate for Payment are due and payable to this contractor. We therefore recommend that the Ankeny Community School District approve “Final Acceptance and Completion” of the following Bid Package Contract for the referenced project at the next regularly scheduled Board Meeting.

<u>Bid Package No. & Description</u>	<u>Contractor</u>
9B Tile/Terrazzo/Athletic Flooring/Carpet/VCT	Ralph N. Smith

We further recommend that final payment be made not earlier than 31 days following approval by the Ankeny Community School District Board of Directors at its regularly scheduled Board Meeting, in accordance with the provisions of Iowa Code 573 and Iowa Code Chapter 26.

Sincerely,

STAHL CONSTRUCTION COMPANY

Brian Norton
Project Manager



LeaderinMe®

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 Cmty School District	Contact Person:	Amy Dittmar
Address:	306 S.W. School Street	Telephone:	5159659600
City, State, Zip:	Ankeny, Iowa 50023	Email:	amy.dittmar@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
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Membership

District Membership	4/13/2022	4/12/2023	4/13/2022	\$1,500.00	1	\$1,500.00
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Professional Development

District Membership Implementation Coaching Subscription	4/13/2022	4/12/2023	4/13/2022	\$3,675.00	1	\$3,675.00
District Membership Six 1-Hour Coaching Sessions	4/13/2022	4/12/2023	4/13/2022	\$3,675.00	1	\$3,675.00
Prepaid 4 Essential Roles Consultant Daily Rate	4/13/2022	4/12/2023	4/13/2022	\$3,300.00	2	\$6,600.00
A Culture of Belonging District Coach Certification and Development	4/13/2022	4/12/2023	4/13/2022	\$3,500.00	3	\$10,500.00

Materials*

The 4 Essential Roles of Leadership 2-Day Participant Kit			4/13/2022	\$175.00	52	\$9,100.00
Shipping & Handling			4/13/2022	\$595.40	1	\$508.68

Total Investment	\$35,558.68
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*Participant materials, whether pre-packaged or downloaded electronically, are required for each work session participant.

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 a 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.

Signature: _____

Printed Name: Sausha Pond

Title: Client Engagement Coordinator

Ankeny Cmty School District

Signature: _____

Printed Name: _____

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 shipments 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.

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.



COMMONLIT SCHOOL ESSENTIALS

RENEWAL

SY22-23

Prepared for Southview Middle School, IA on April 18, 2022

Grades 8-9

*Middle school(s)
1 school building(s)*

CommonLit Account Manager: Rachel Bhatia, at rachel.bhatia@commonlit.org

CommonLit's School Essentials

Teachers and students will always have free access to CommonLit's ever-growing library of free, high-quality, easy-to-use lessons. With **CommonLit School Essentials**, your team will get access to the tools you need to rollout CommonLit :

- **CommonLit's Assessment Series:** Teacher access to the CommonLit Assessment Series. The CommonLit Assessment Series includes three benchmark assessments that are administered on CommonLit.org and assess student reading comprehension. These assessments allow teachers to evaluate student growth from the beginning to the end of the semester or school year.
- **CommonLit's On-Demand Professional Development Portal:** Teacher and administrator access to 40+ training modules in CommonLit's Professional Development Portal. These trainings include Assessment Series-specific modules and unit-specific training modules for teachers utilizing the CommonLit 360 curriculum.
- **Customized Onboarding & Partnership Experience:**
 - **Rostering:** Automated rostering and SSO via Clever (or support with use of CommonLit's Google Classroom integration).
 - **Dedicated account manager and priority support:** Priority technical support for teachers and administrators from the CommonLit Support Team.
 - **Virtual Training Webinars (Up to 2):** Our team of CommonLit experts will administer up to 2 live webinars to help teachers utilize CommonLit throughout the school year.

Multi-Year Pricing Options

1-2 Year Contract	\$1,750 / school / year
3+ Year Contract	\$1,600 / school / year (<i>\$150 discount per school</i>)

Quote for CommonLit School Essentials for SY22-23

Number of Schools	Length of contract	Cost per school	Yearly Cost
1 school(s)	1 year	\$1,750 per school	\$1,750 per school year
		Total Cost	\$1,750 for 1 year contract

Payment Schedule

Date	Payment Due
08/01/2022	100% of contract for SY22-23

Contract Term

Term	Date
Start Date	7/1/2022
End Date	6/30/2023

This Agreement (i.e., these Terms and Conditions and CommonLit’s [Terms of Use](#) into which this Agreement is incorporated) is entered into as of the date of the later signature below (“Effective Date”), by and between Ankeny Comm School District (“**Subscriber**”), having offices at 1020 SW Cherry St, Ankeny, IA 50023 and CommonLit, Inc. (“**CommonLit**”), a registered 501(c)(3) nonprofit organization having offices at 660 Pennsylvania Ave. SE, Suite 302, Washington, DC, 20003.

This Agreement serves as the invoice for CommonLit to Subscriber, for fees due as specified above. Subscriber agrees to pay fees as specified above. CommonLit and Subscriber have caused this agreement to be executed by their duly authorized representatives as of the date of the later signature below (“Effective Date”).

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

SIGNED on behalf of Ankeny Comm School District

.....

Name:

Position:

Date:

SIGNED on behalf of **CommonLit, Inc.**

.....

Name:

Position:

Date:



PREPARED FOR

Ankeny CSD

Susan Niswander
Maintenance Assistant
306 SW School St | P.O. Box 189
Ankeny, IA 50021

PREPARED BY

Brightly Software Inc
11000 Regency Parkway, Suite 400
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

April 11, 2022



Q-297040

Susan Niswander
Maintenance Assistant
Ankeny CSD
306 SW School St | P.O. Box 189
Ankeny, IA
50021

Dear Susan,

Thank you for your interest in our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Ankeny CSD:

Services Term: 2 months (05/01/2022 - 06/30/2022)

Services	
Asset Essentials Core	0.00 USD
Dude Analytics	0.00 USD
Subscription Term: 2 months 2 months included at no additional cost	Subtotal: 0.00 USD
Professional Services	
Asset Essentials Implementation	1,722.35 USD
	Subtotal: 1,722.35 USD
Total Initial Investment	1,722.35 USD

Pricing for the First Renewal Services Term is 14,949.20 USD



Asset Essentials – Standard Implementation

Purpose

Brightly's Asset Essentials (AE) with Standard Implementation Service is designed to provide our clients with a prescriptive 60-day project plan to ensure an effective and efficient implementation and a faster ROI. This includes access to Brightly's World Class Implementation Tools – including an online Learning Management System (LMS), online Help content, an interactive project plan, and a dedicated Implementation Specialist to provide guidance and insight along the way.

Value

By partnering with Brightly and taking advantage of our Standard Implementation Service, you will receive expert guidance in the best practice configuration and usage of Asset Essentials. You will experience faster time to value. By following our focused project plan, clients who leverage our Standard Implementation Service can see their AE site configured and ready to use within 30 days, plus an additional 30 days of go-live support from your Implementation Specialist. Our Train-the-Trainer approach streamlines the implementation process and empowers the Client Project Lead to fully own and operationalize Asset Essentials quickly within their organization.

Deliverables

- Project Kickoff Call with a Brightly Project Coordinator
- 60-day access to an interactive project plan and an Implementation Specialist
- Optional template-based data imports for available Location, Asset, and User data during the project period
- Up to (4) 1x1 calls with a dedicated Implementation Specialist
- User Acceptance Testing (UAT) guidance during Go-Live Support period
- Go-Live Support for additional assistance during roll-out
- Train-the-trainer best practices and content
- Unlimited access to LMS and online Help content – during and after implementation

Methodology and Approach

With over 12,000 clients successfully using our software, we understand the importance of moving quickly to be able to configure a new system and drive adoption within your organization to facilitate a smooth transition from your current system to Asset Essentials. Your Standard Implementation will begin with a Project Kickoff Call with one of our Project Coordinators. From there, a dedicated Implementation Specialist will guide and assist you through the implementation project.

Here's what a typical implementation timeline can look like:

Project Kickoff Call – Day 1



Project Kick-Off	<ul style="list-style-type: none">• Confirm key participants with roles and responsibilities for both Client and Brightly:<ul style="list-style-type: none">• <i>Client Project Lead</i> = Individual on the client's side who will be directly involved with the implementation and primarily responsible for completing the project• <i>Brightly Implementation Specialist</i> = AE SME who will be the client's primary resource during implementation, providing best practice guidance along the way• Introduce interactive project plan<ul style="list-style-type: none">• Includes the list of "Tasks" that constitute the project plan• As you complete Tasks, your AE account takes shape!• Establish the implementation timeline and key milestones, including the projected completion date
Building Your Foundation – Weeks 1-2	
Account Setup and Configuration	<ul style="list-style-type: none">• Learn about fundamental setup and configuration in AE<ul style="list-style-type: none">• Locations• Categories• Assets• Users• 1x1 call with your Implementation Specialist to prepare for importing available data• Begin configuring your account
Work Order Management – Week 3 - 4	
Account Setup and Configuration	<ul style="list-style-type: none">• Learn how to setup and manage reactive workflow from initial request to work order close• Continue account configuration<ul style="list-style-type: none">• Views• Request & Work Order Templates• Workflows• Email Notifications• Learn how to utilize AE's mobile app• 1x1 call with your Implementation Specialist to review setup, configuration and workflow
Preventative Maintenance – Week 4 -5	
Account Setup and Configuration	<ul style="list-style-type: none">• Learn how to create and manage PM Schedules• Begin setting up PM's• 1x1 call with your Implementation Specialist to review PM setup



User Acceptance Testing (UAT) – Week 5	
Use Case Testing and User Training	<ul style="list-style-type: none"> • Complete specific use case tests with internal users to confirm expected functionality before rollout • 1x1 call with your Implementation Specialist to review UAT results and confirm UAT passed
User Training – Week 6	
Use Case Testing and User Training	<ul style="list-style-type: none"> • Begin showing end-users the system so they can begin accessing AE to request and manage work orders • Leverage Help Documentation
Go Live Support – Weeks 5-9	
Go Live Support	<ul style="list-style-type: none"> • Wrap up UAT and user training • Begin using AE as your primary CMMS • Provide internal support for basic usability questions • Follow up weekly with your Implementation Specialist to review progress with UAT, User Training, and rollout
Implementation Complete! – Day 60	
Implementation Complete and Project Close	<ul style="list-style-type: none"> • Confirm goals defined during Kick-Off call have been met • Confirm product readiness • Introduce ongoing Brightly resources • Close project

Excluded from Standard Implementation

For the avoidance of doubt, the following services are not included:

- Evaluation of your current practices, policies and procedures for the purposes of performance improvements.
- Troubleshooting any issues related to your IT infrastructure or mobile devices
- Migration of data from other systems or locations
- Export of data to any other systems or third parties
- Role-based end-user trainings

Completion Criteria

The steps (Tasks) in the project plan represent the individual activities that constitute Standard Implementation for Asset Essentials. Upon completion of the required Tasks, the Standard Implementation Service will be deemed delivered and the project will be closed. Some Tasks may not be applicable to the Client's needs and may be waived from the project upon agreement between the Client and Implementation Specialist. Some



Tasks (data importing, for example) are considered optional and may or may not be completed depending on the availability of data to be imported. Completion of optional Tasks is not required to complete delivery of Standard Implementation and close the project.

Client Assumptions

The success of this project is dependent on the attendance and full engagement of the key stakeholders.

- The client will schedule time for the appropriate resources to be available to the Implementation Specialist for all scheduled and/or required activity.
- Should the need to reschedule any engagements arise, the client will be responsible for reaching out to their implementation specialist within the 60-day project duration window and will be subject to the implementation specialist's availability.
- The client shall be primarily responsible for providing access and training on Asset Essentials to end-users.
- The client will provide data to be imported in a timely manner and in the template format provided so the Implementation Specialist has an opportunity to import the data during the 60-day project period.
- If there is no existing data or if data cannot be provided in a timely manner to be imported during the project period, the Implementation Specialist will guide the client on how they can manually create Locations, Users, and Assets in their account.

Project Assumptions

Brightly has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Brightly's ability to successfully complete the project. Brightly is not responsible for delays caused by missed scheduled engagements and low engagement preventing client from being able to successfully implement.

- Standard Implementation is designed and resourced to be completed within 60 days of the project kickoff call. In the event additional time is required, there is a mechanism to purchase a Project Extension. Implementation Specialist will need to be notified that an extension is needed at least 10 days in advance.
- Without an extension, the implementation project will be closed after 60 days and the Implementation Specialist redirected, but the client will retain full access to Asset Essentials along with LMS, online Help Documentation, and our Legendary Support Team
- Brightly is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the Standard Implementation service. Having the requested data and configuration information available prior to implementation may minimize delays so progress can be made quickly.
- Project extensions will be considered for extenuating circumstances and will follow the change control process, which requires management approval.

Change Controls

Parties may agree to modify the Services through a written change order specifically referencing this applicable Statement of Work. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.



You may request that Brightly add services not in the Specifications by submitting a written proposed change order to Brightly, in the form attached hereto as Attachment __ (Change Order Form). Vendor shall negotiate in good faith regarding change order prices and shall not require rates higher than those set forth in Section __ (Service Rates). Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be



determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-297040 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



At Brightly, we understand the yearly budgeting cycle of educational institutions. If you need us to pro-rate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (919)674-8684 or by email at drew.hartquist@dudesolutions.com.

Sincerely,
Drew Hartquist
Brightly

Please address the purchase order to:

Brightly Software, Inc
11000 Regency Parkway, Suite 400
Cary, NC 27518

***** Please mail or email the purchase order to drew.hartquist@dudesolutions.com.**



Signature

Presented to:

Q-297040

April 11, 2022, 11:56:34 AM

Accepted by:

Printed Name

Signed Name

Title

Date



Jana Engebretson <jana.engebretson@ankenyschools.org>

May 2-3, 2022 - Illustrative Mathematics K-5 Professional Learning - Confirmation

1 message

Cathy Russell <CRussell@kendallhunt.com>

Fri, Apr 22, 2022 at 9:15 AM

To: "jana.engebretson@ankenyschools.org" <jana.engebretson@ankenyschools.org>

Cc: Barb Schoop <BSchoop@kendallhunt.com>, "Michelle L. Melssen" <MMelssen@kendallhunt.com>



Dear Ms. Engebretson,

This will serve as your Letter of Intent for the Illustrative Mathematics K-5 Professional Learning sessions delivered by an IM Certified Facilitator on the date(s) listed below. The dates/times have been confirmed. **NOTE: If you need to reschedule for any reason, including COVID protocols and/or sub shortages, please do so ASAP to avoid fees.**

Please review the information listed below, **acknowledge with your typed signature below or** reply to this email with your confirmation, as soon as possible.

Carol Eddy

ACKNOWLEDGEMENT: [print name here] has read and acknowledged this letter of intent.

PAYMENT INFORMATION:

The cost of this professional learning is \$4,000 plus any applicable sales tax. Please refer to the quote provided by Barb Schoop on 4/21/2022. If you need an updated quote, please let me know. You will be invoiced by Kendall Hunt following the training. Please choose method of payment below:

NOTE: If your acknowledgement and PO/Credit Card Number are NOT received as soon as possible, the event will be postponed until both are received.

CANCELTION/RESCHEDULING INFORMATION:

Please note that additional fees will be incurred for any rescheduling or cancellation of this event. Please do your best to notify us in advance if you are unable to keep the event as scheduled. We appreciate your help in this matter. Those fees are outlined below:

- For Virtual Workshops
 - A fee of 60% of the list price will be charged for each virtual workshop canceled less than 72 business hours to scheduled event.
 - A \$125 rescheduling fee will be charged for each virtual workshops that is requested to be rescheduled with less than 7 days prior to the originally scheduled event.

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o 'No Show' sessions are billed at 100% of list price for each event if the district does not attend a scheduled session without prior notification/change/cancellation.

EVENT INFORMATION FOR ANKENY CMTY SCHOOL DISTRICT (IA)

Date(s)/Time(s): **May 2, 2022** 3:00 – 5:00 p.m. IM 3-5: Establishing Instructional Routines
May 3, 2022 3:00 – 5:00 p.m. IM K-2: Establishing Instructional Routines

Location: VIRTUAL – the Zoom links can be found at your Client Portal.

IM Client Portal: <https://client.illustrativemathematics.org/accounts/001410000XNITtAAP>

This link takes you to the main page of all your events.

- Click on the event title to see the details.
- Click on "Event Detail" – the Zoom link is at the bottom of the page. Also sign up for email reminders of the event on this page. (Note - there should be no forwarding of the Zoom link to more participants than what has been listed under # of attendees below.)

IM Domain: Illustrative Mathematics' domain name/email address is **@illustrativemathematics.org**. Please do not block this domain in your email system as important information regarding your professional learning events are sent from this email address.

IM/KH Website: Prior to your IM PL event, registration on the Kendall Hunt IM free instance is required to view the teacher resources. Educators must register at <https://im.kendallhunt.com/> if they have not done so already. Users must use a valid school email address to register (verification may take 24-48 hours) and complete all fields on the registration form. Once access is approved (email notification), please refresh your browser and log in again.

School Contact: Jana Engebretson
Telephone: (515) 965-9600 / Email: jana.engebretson@ankenyschools.org

of Attendees: 25 per session – This is the number of participants that has been provided to and approved by IM. If the number of participants has changed, please let us know ASAP as this may incur an additional cost. (Note: Attendance lists are the responsibility of the school – IM does not provide.)

IM Certified Facilitator: *Pending*

KH Sales Contact: Barb Schoop
(800) 542-6657, ext. 1051 / bschoop@kendallhunt.com

CHOOSE PAYMENT METHOD HERE:

We require a credit card number or a copy of the P.O. as soon as possible but must be received 10 days prior to the event. Failure to provide a method of payment will result in the postponement of the event.

Discover) Purchase Order Credit Card (we do not accept)

(Please attach P.O.)

Card Type: _____

CC #: _____

Expiration: _____

CVC Code: _____

Signature: _____

Kendall Hunt has always made quality teacher learning a priority. Please contact me with any questions related to this learning at (800) 542-6657, ext. 1104, or by email at crussell@kendallhunt.com. Please contact the KH Sales Contact listed above with any sales or product related questions. Thank you.

Best regards,

Cathy S. Russell

Ph: 800-542-6657 Ext 1104

Email: crussell@kendallhunt.com

Kendall Hunt Publishing Company

k12.kendallhunt.com



IECC 2012 Mechanical/Electrical Systems Commissioning

SYSTEMS TO BE COMMISSIONED

- HVAC Systems and Equipment
 - Energy Recovery Ventilators
 - Makeup Air Units
 - VRF Fan Coil Units & Associated Water-Cooled Condensing Units
 - Geothermal Heat Pumps
 - Exhaust Fans
 - Loop Pumps
 - Electrical Cabinet Unit Heaters
 - Split Systems
 - Radiant Ceiling Panels
 - Electrical Radiators
- Lighting Control Systems (daylighting, occupancy, automatic shades, etc.)
- Building Pressure Control – Verification that all HVAC systems work together as a whole to provide the correct building pressure as designed.
- Verification of BAS Control System Features (Graphics, Alarming, Function, etc.)

Random sampling of identical equipment will be utilized on the above systems to be commissioned.

CONSTRUCTION PHASE SCOPE

- Develop a Commissioning Plan
 - A Commissioning Plan is a narrative description of the activities that will be accomplished during each phase of Commissioning, including the personnel intended to accomplish each of the activities.
 - A listing of the specific equipment, systems and controls sequences to be tested, and a description of the tests to be performed.
 - Conditions under which the test will be performed. At a minimum, testing will verify winter and summer design conditions and full outside air conditions.
- Facilitate a Controls Review Meeting to review the sequences of operation with the mechanical engineer, owner, control contractor and commissioning agent. This offers an opportunity for the team to discuss, resolve questions and ensure that the controls programming is written with the engineer's intent and owner's requirements in mind.
 - SystemWorks will review the control contractor submittal, design engineer plans, specifications, sequences of operation and prepare a log of detailed questions and concerns to review and discuss at the onsite control meeting. SystemWorks will prepare meeting minutes to document the agreed upon path forward for each item discussed and follow up official (ASI/ITC, Re-Submittal, etc.) documentation will be back checked to verify.
- Lead and document a Commissioning Kickoff Meeting with the contractors.
 - Review the Commissioning Requirements
 - Distribute and review the Commissioning Plan & Construction Checklists
- Periodically attend progress meetings during construction
- Perform six (6) Site Observations during construction, prior to functional performance testing, to review and observe the mechanical systems installation.
 - Emphasis will be placed on mechanical system installation details to identify potential issues during construction before installation is complete, systems are covered or filled.
 - SystemWorks will witness System Flushing or Equipment Start-Ups at discretion during site visits.
 - Site visits will be documented with images and a report sent to the owner, design and construction teams.



FIELD TESTING PHASE SCOPE

SystemWorks will verify that the building's energy related systems are installed, calibrated and perform according to the control sequences and construction documents (CDs).

- Perform functional testing. SystemWorks will:
 - Coordinate testing with the associated contractors once start-up and TAB is complete
 - Review system installation compared with plans and approved drawings
 - Step through the controls programming to verify sequences of operation
 - Simulate alarm and failure conditions
 - Sample verification of sensor calibration and point to point mapping
 - Utilize our own NIST certified test equipment as needed during testing
 - Perform opposite season testing for HVAC systems only
- Generate and utilize an Issue Log (Deficiency Report and Resolution Record) to track deficiencies and verify corrections are accomplished. This document will be continually updated.

ACCEPTANCE PHASE SCOPE

- Final Commissioning Report Content (one hard copy to be provided to the Owner):
 - Executive Summary with the list of participants and roles, project description, overview of commissioning scope and a description of the testing and verification methods.
 - Recommendations for any improvements to equipment or operations.
 - Functional performance status including observations or conclusions from testing of the equipment.
 - Completed functional testing forms, issue log and meeting minutes.
- Perform a 10 Month Review prior to the end of the 1-year warranty period. One day on site has been included to review the current building operation and document any outstanding commissioning related issues. A report will be issued to the owner and design team.

COMMISSIONING CLARIFICATIONS

- One day has been included for re-testing failed systems and confirmation of issue log items.
- SystemWorks will coordinate commissioning activities with the construction manager. SystemWorks will not be responsible for providing direction to subcontractors.
- SystemWorks has not included time to attend weekly design meetings, weekly construction meetings, or utility rebate meetings.
- SystemWorks will require assistance from the control contractor's technician for laptop setup, password/login, and assistance testing complex sequences as needed.



Building Enclosure Verifications

SystemWorks will provide 3rd party verification of select provisions of the 2012 International Energy Conservation Code to help ensure constructed building enclosure assemblies conform to the approved construction documents. The specific assemblies anticipated to be reviewed include:

- Insulation (including below grade, slab edge, walls, roofs, and floors (as appropriate))
- Fenestration (including windows, skylights, and glazed doors)
- Air Barrier (including materials and construction details as appropriate to the determined path of compliance)

SystemWorks will review the visible enclosure assemblies and components during six (6) site visits. These visits will be conducted at select points during construction but are not a comprehensive review of every system and every component. Concerns will be identified in site observation reports following each visit and discussed with the installing contractor(s), when present, prior to leaving the site. Reports will be distributed to the design and construction team for review and follow-up.

The following tests will be performed at SystemWorks' discretion during site observations; there are no specific requirements in the specification for independent testing of the spray polyurethane foam, weather barrier or air barrier.

- ASTM C1193 / ASTM C1521-13
 - Standard Guide for Use of Joint Sealants / Standard Practice for Evaluating Adhesion of Installed Weatherproofing Joint Sealants
- ASTM D1622
 - Standard Test Method for Apparent Density of Rigid Cellular Plastics
- ASTM D4541 (and D7234 for concrete substrates)
 - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers

CLARIFICATIONS

- SystemWorks is not anticipating performing the following: AAMA 501.2, AAMA 502, AAMA 503, ASTM E1103, ASTM E783, or ASTM E779 testing, Electronic Leak Detection/Vector Mapping, Roof Flood Testing, Thermal Imaging, AAADM testing, ADA compliance review
- A sampling of installed products will be reviewed during on site observations; this quality assurance process is not intended to review every instance of a product or system
- SystemWorks will not be reviewing any fire-related components/assemblies or firestopping, and will not be performing any special inspections outside of this scope of work
- The General Contractor or Installing Contractor will provide a powered lift and qualified operator for inspections and testing during construction



Fee Proposal

By and Between:

Project: Ankeny Elementary #12 (100,400 ft²)

SystemWorks LLC
409 Fifth Street
West Des Moines, Iowa 50265

and

Ankeny Community School District
306 SW School
Ankeny, IA 50023

We are pleased to provide the following proposal for review and consideration. Our fee and scope of work is based on drawings dated November 2021. We appreciate your consideration of this proposal and look forward to the opportunity to join your team.

PROFESSIONAL SERVICES

Ankeny Elementary #12	Fee	Reimbursables	Accepted
Mechanical/Electrical Systems Commissioning	\$ 35,850	Included	Yes No
Building Enclosure Verifications	\$ 11,700	Included	Yes No

Additional Services: SystemWorks' hourly rate is \$130.00/hour per person plus material and expenses for any work that is requested beyond the "Scope of Work" proposed.

Please contact us if you have any questions or concerns.

This proposal, dated April 8th, is effective through: May 31, 2022

SystemWorks LLC



Andrew Bennett, PE, CCP
515-975-0575 Office
Andrew.Bennett@systemworkslc.com

Ankeny Community School District

Approved By

Title

Date

**FIRST AMENDMENT TO
PROFESSIONAL SERVICE AGREEMENT BETWEEN ANKENY
COMMUNITY SCHOOL DISTRICT
AND
CARLSON DETTMANN CONSULTING**

The professional service agreement (“Agreement”), made and entered into by and between Ankeny Community School District (“Client”) and Carlson Dettmann Consulting, a division of Cottingham & Butler Insurance Services, Inc., an Iowa corporation (hereinafter “Consultant”) on December 21, 2021 is amended by this document (“First Amendment”), as follows.

1. Term and Termination.

- a) First Amendment shall begin with the date of Board of Education approval and shall continue in effect through December 1, 2022 unless earlier terminated by either party in accordance with Section 1b of this First Amendment.
- b) First Amendment may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this First Amendment, with cause, immediately. Upon termination, Consultant shall be compensated for all services rendered prior to the date of termination.

2. Scope of Services. Consultant shall provide Client additional consulting services as follows:

- a) Support Staff Project:
 - a. Review and analyze the Client’s relevant organizational values and concerns, as defined by Client. Determine current organizational needs in regards to a classification and compensation system.
 - b. Utilize the Carlson Dettmann Consulting Job Description Questionnaire (JDQ), supplemented by Client’s job descriptions, to analyze, document and validate the job information for Client for positions identified by Client.
 - c. Quantitatively evaluate the job content of up to 30 job classifications, for positions identified by Client, using the Carlson Dettmann Point Factor Job Evaluation System. Client may choose to participate in the evaluation of its jobs, but shall indicate its desire to do so at, or prior to, the submission of the job documentation for Consultant’s review.
 - d. Analyze all existing classification titles and levels for jobs identified by Client, and recommend changes – if any – to the current classification plan.
 - e. Collect and analyze base salary market data for an appropriate set of benchmark positions for jobs identified by Client.
 - f. Develop a recommended pay plan structure, including wage schedules with position placement.
 - g. Develop recommendations relating to the framework for policies and procedures, implementation strategies, and maintenance of the classification and compensation plan.
 - h. Develop a proposed first draft of implementation costing estimates for use by the Client.
 - i. Present to the Client an overall plan and final presentation that is clear and understandable and that summarizes the information gathering process, recommended framework for policy and procedure revisions, and findings and recommendations.

- b) Certified Staff Project:
 - a. Collect and analyze base salary market data from a list of comparable districts approved by Client.
 - b. Solicit feedback from individuals identified by Client on the current state of Certified Staff compensation and options for future structure/design.
 - c. Develop recommendations for compensation structure and pay administration guidelines.
 - d. Develop a first draft of proposed implementation costing estimates for use by Client.
 - e. Present to Client an overall plan and final presentation that is clear and understandable and that summarizes the information gathering process, recommended framework for policy and procedure revisions, and findings and recommendations.
 - c) Provide onsite services, anticipated to cover up to three additional (3) trips.
 - a. For purposes of First Amendment, a “trip” is considered an onsite visit to Client which may or may not require multiple consecutive day meetings.
 - b. The trips are intended to include, but are not limited to: [1] Onsite meeting with appropriate parties (e.g. leadership, staff, etc.) to discuss and explore structure design options; [2] Onsite meeting with appropriate parties (e.g. leadership, board, etc.) to review tentative findings and gather policy guidance. [3] Presentation to Client for coordination related to presentation on final recommendations to the appropriate decision-making bod(ies).
 - d) Upon mutual agreement of the parties, periodic status conferences and/or other meetings may be conducted via phone conferences or web-based technology (e.g. Zoom) at no additional cost. Further, any of the above-noted trips may be conducted virtually upon the agreement of the parties.
 - e) To the extent permissible by law and/or existing contract, provide a review of Client’s insurance and a high-level overview of other benefits programs covering these two additional employee groups. Said overview would be provided with the assistance of the Cottingham & Butler benefits team.
3. Base Project Fee. Unless noted in Additional / Optional Fees outlined below, the project fee (“Project Fee”) includes all items identified in this First Amendment’s Scope of Services. Client shall pay Consultant a Project Fee of \$27,500, plus reasonable travel and project expenses aligned with current federal per diem rates.
4. Additional/Optional Fees.
- a) Job Evaluations Above the Established Count. Project Fee shall be increased by \$400 for each job evaluation performed by Consultant in addition to the 30 classification evaluations for the Support Staff upon which the project fee was based.
 - b) Appeals Process. If Client’s designated representative informs Consultant in writing that Client desires to incorporate an appeals process, Consultant will invoice Client \$200 for each appeal/review submitted for our review and recommendation.
5. Payment. Consultant shall submit invoices to the attention of Accounts Payable, 306 SW School Street, Ankeny, IA 50021-0189, for payment of Project Fee in four (4) equal installments of \$6,875. Consultant shall submit the first invoice with the commencement of the work in June 2022. Consultant shall submit the second and third invoices in the second and third months of the project outlined in the Scope of Services, and shall submit the final

installment upon submission of Consultant's findings and recommendations. Expenses shall be invoiced monthly. Payment shall be net thirty (30).

6. **Preservation.** Except as specifically modified by the terms of this First Amendment, all of the terms, provisions, covenants, warranties and agreements contained in the Agreement (including, without limitation, exhibits thereto) or any of the other documents executed in connection with the Agreement remain in full force and effect. Terms used herein which are not defined herein and are defined in the Agreement, as amended hereby, are used herein as defined in the Agreement, as amended hereby.

CLIENT

By:

Trent Murphy, President, Board of Education

Date:

**CARLSON DETTMANN CONSULTING, a division of COTTINGHAM & BUTLER
INSURANCE SERVICES, INC.**

By:

Date:



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Approve Bid/Vendor Parkview Middle School Flooring Replacement Project

Extended Information: Superintendent's Recommendation: Approve Poindexter Flooring of Indianola, IA with a base bid of \$353,370.00 and award contract for Parkview Middle School Flooring Replacement Project as presented.

ATTACHMENTS:

File Name

[Board Recommendation Letter-
Parkview Flooring Replacement.pdf](#)

Description

Recommendation Letter - Parkview Middle
School Flooring Replacement Project

Type

Support Document

Upload Date

4/27/2022

April 27, 2022

Trent Murphy
Board President
Ankeny Board of Education
306 SW School Street
Ankeny, IA 50023



RE: Parkview Middle School Flooring Replacement

Mr. Murphy:

At 2:00 P.M. on Thursday, April 20, 2018 bids were open and read into the public record for the above referenced project. I have attached a bid tabulation form with this letter. Upon reviewing the bids with district staff, it is my recommendation that the Board of Directors acts as follows:

Bid Package No. 1

Flooring Removal and Replacement at Parkview Middle School
Award to Poindexter Flooring in the amount of \$353,370.

It was a pleasure working with the district administration and staff on this project.

Sincerely:

A handwritten signature in black ink that reads "Karl Chambers". The signature is written in a cursive, slightly slanted style.

Karl Chambers, AIA, LEED AP
President
Imprint Architects

Bid Tabulation Sheet

Location: Terrace Elementary

Date: 4/20/22

Time: 2:00PM

Bid Package No. 1 (Removal of existing VCT Flooring and installation of LVT Flooring)

Contractor	Poindexter Flooring	Allied Construction
Bid Security 5%	Yes	Yes
Addendum 1	Yes	Yes
Base Bid	\$353,370	\$357,815

Bid Package No. 2 (Removal of existing VCT Flooring and installation of VCT Flooring)

Contractor	Poindexter Flooring	Allied Construction
Bid Security 5%	Yes	Yes
Addendum 1	Yes	Yes
Base Bid Deduct	(\$20,435)	(\$125,475)

Total Project Cost	\$353,370
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ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Policies - First of Two Readings

- Extended Information:**
- 807.10 Display & Retirement of Athletic/Activity Awards *Five-year review; changes for consistency, clarity, and additional flexibility to align with current practice*
 - 902.10 Use of Tobacco at School Facilities *Five-year review; changes for consistency and clarity*
 - 501.13 Truancy – Unexcused *Five-year review; changes for consistency and clarity*
 - 502.05 Student Lockers *Five-year review; changes for consistency and clarity*
 - 503.03 Fines – Fees – Charges *Five-year review; changes for consistency and clarity*
 - 504.10 Health Certificate *Five-year review; changes for consistency and clarity*
 - 504.42 Identifying & Reporting Child Abuse *Five-year review; changes for consistency and clarity*
 - 507.04 Communicable Diseases – Student *Five-year review; changes for consistency, clarity, & alignment with law*
 - 805.10 School District Records *Changes for consistency, clarity, & alignment with law & practice*
 - 503.20 Student Organizations *Changes for clarity and consistency*
-

ATTACHMENTS:

File Name	Description	Type	Upload Date
Policies first of two readings 5.2.22.pdf	Policies - First of Two Readings	Support Document	4/28/2022

800 SERIES – BUSINESS PROCEDURES

807.10 Display and Retirement of Student Athletic/Activity Awards

~~In most cases, an award won for an accomplishment in a school-sponsored activity or athletic competition shall be the district's property. The district, in its discretion, may display within its facilities. The Board of Directors is proud to display awards highlighting student the accomplishments of students in athletics and activities at the high school level if space permits. Generally, The district will endeavor to display any awards given for success in school-sponsored activities and athletics. or trophy won at a competition sanctioned by the Iowa Athletic Association or Iowa Activities Association will be displayed as space permits either in the appropriate high school trophy or awards cases or in other places within the school or District.~~

~~After ten years, or when space is no longer available, whichever occurs first, the district shall retire the displayed trophy or award will be retired, unless the award represents a national or state championship or national or state runner up designation. Once retired, the The district shall digitally preserve a record of retired awards and awards unable to be displayed. will be digitally preserved on the District website, or other electronic display kiosks.~~

~~At any time a physical award can be retired/not displayed. Below are the options for disposition in this order:~~

- ~~1. If possible the head coach for the activity at the time of receipt, will be contacted, or~~
- ~~2. A general advertisement will be run and make the award/trophy available to members of the team. If more than one team member requests award/trophy, there will be a random selection from a drawing, or~~
- ~~3. If no team members come forward it will be offered to members of the alumni association, historical society or foundation.~~
- ~~4. Lastly, award/trophy will be disposed according to Policy 803.01 Disposition of Obsolete Equipment.~~

Cross Reference:

803.01 Disposition of Obsolete Equipment

503 Series: Student Activities

Adopted:

May 21, 2012

Reviewed:

October 16, 2017

April 21, 2022

Revised:

October 16, 2017

May 16, 2022

R.R. 807.10

~~The principal/designee of each attendance center serving students in 9th, 10th, 11th, and/or 12th grade shall identify appropriate location(s) for display of The awards earned by students for participation in school-sponsored activities and athletics and shall establish a procedure for consistently and fairly determining whether and where each award shall be displayed. principal/designee of the building will work with support services personnel in creating and maintaining display cases throughout the building.~~

~~Displaying trophies and awards may not be feasible in all situations due to limitations in space. In displaying trophies in the school, the preference is to display the trophies by activity. Banners will display conference and state titles by activity and year in the gymnasium. When the district retires and/or is unable to display a physical award, it shall dispose of the physical award as follows:~~

5. If possible, the principal/designee shall contact the individual who served as the head coach or lead sponsor for the activity or athletic team at the time the award was earned and present the award to that individual;
6. If the head coach and/or lead sponsor cannot be reached and/or is not interested in the award, the district shall run a general advertisement in the media outlet(s) typically used by the district for public notifications indicating that the award is to be retired and is available to member(s) of the team to which it was awarded. If more than one team member requests the award, the district will randomly select the team member who shall receive the award via a drawing;
7. If no team member(s) comes forward to express interest in the award, the district will, in its discretion, offer the award to either the Ankeny Alumni Association, the Ankeny Area Historical Society and/or the Ankeny Schools Foundation;
8. Should none of the disposal methods above be possible, the district shall dispose of the award according to Policy 803.01 Disposition of Obsolete Equipment.

900 SERIES – BUSINESS PROCEDURES

902.10 Use of Tobacco at School Facilities

~~The use of tobacco and all nicotine products is prohibited by all people at all times on District property facilities and grounds, including and in district school vehicles, are off limits for tobacco use, including the use of nicotine products that are not FDA (Federal Drug Administration) approved for tobacco cessation. This requirement extends to students, employees and visitors. This policy applies at all times, including District sponsored and non-District sponsored events. The district shall request that visitors and volunteers Persons failing to abide by this request policy are required to extinguish their smoking material, dispose of the tobacco product, and/or leave the District district premises immediately. Additional disciplinary action may be taken for staff and/or students who violate this policy. It is the responsibility of the administration to enforce this policy.~~

Cross Reference

[406.00 Substance-Free Workplace](#)

[502.20 Tobacco Products, Alcohol, Drugs](#)

Legal Reference:

Goals 2000: Educate America Act, Pub.L.No. 103-227,108 Stat. 125 (1994)

House File 2212, Iowa General Assembly (2008)

Iowa Code §§ 142B; 279.8, .9;297 (2007)

Adopted:

December 4, 1989

Reviewed:

October 8, 2008

February 18, 2013

October 16, 2017

[April 21, 2022](#)

Revised:

November 3, 2008

February 18, 2013

[May 16, 2022](#)

500 SERIES – STUDENT PERSONNEL

501.13 Truancy – Unexcused

Regular school attendance ~~by the students at school~~ is essential for students to maximize learning from the obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure any student absence ~~from school~~ is a necessary ~~absence~~. Students will/shall attend school unless excused by the principal of their attendance center.

Truancy is defined as the failure to attend school for the minimum number of days established by the ~~Board~~ board or the act of being absent without a reasonable excuse, as determined by the district, and shall not be tolerated. ~~These absences will include, but not be limited to, senior pictures, drivers license, tardiness, shopping, hunting, concerts, preparation or participation in parties and other celebrations and/or employment. Truancy will not be tolerated by the Board.~~

Students ~~are~~ shall be subject to disciplinary action for truancy, provided, however, that ~~S~~students receiving special education services will/shall not be assigned to supervised study hall and/, or in-school suspension unless if such action will prevent the goals, objectives, and or the least restrictive environment requirements and of the student's Individualized Education Program from ~~are capable of~~ being met.

It is ~~the responsibility of the Superintendent~~ superintendent/designee's responsibility, ~~in conjunction with the principal,~~ to develop administrative regulations for this policy, including for disciplinary action related to truancy regarding this policy. ~~The administrative regulations will indicate the disciplinary action to be taken for truancy. Grade level regulations shall be adopted and published in student handbooks.~~

Legal Reference:

Iowa Code §§ 294.4; 299 (2007).
281 I.A.C. 12.2(4).

Cross Reference:

~~202.40 Board Secretary/Treasurer~~
501 Series Student Attendance
502 Series Student Behavior and Discipline
503 Series Student Activities
506.01 Student Education Records Access
~~501.10 Student Absences Excused~~
~~District Student Handbooks~~

Adopted:

December 2, 1991

Reviewed:

July 20, 2009
March 25, 2013
November 20, 2017
April 21, 2022

Revised:

July 20, 2009
March 25, 2013
November 20, 2017
May 16, 2022

500 SERIES – STUDENT PERSONNEL

502.05 Student Lockers

Student lockers are ~~district the~~ property ~~of the District~~. Students ~~will~~ shall use ~~the~~ lockers assigned to them by the ~~D~~istrict for storing their school materials and personal belongings necessary for attendance at school. It is ~~students' the~~ responsibility ~~of students~~ to keep their assigned lockers clean and undamaged.

To ensure students ~~are~~ properly maintaining their assigned lockers, the ~~relevant~~ principal/~~designee of the building~~ may periodically inspect ~~all or a random~~ any or all selection ~~of~~ lockers. ~~Except as otherwise provided by policy,~~ ~~Either the relevant~~ student(s) ~~and/or another an additional district employee shall individual will~~ be present during ~~the a locker~~ inspection ~~of lockers~~. Student lockers may also be searched, at any time and without advance notice, in compliance with ~~policies Board Policy 502.15 Searches and Seizures,~~ regulating search and seizure.

~~The individual conducting the locker inspection shall complete the designated district documentation and submit a~~ ~~A copy of the completed checklist shall be sent~~ to the ~~Superintendents~~ ~~superintendent~~/designee.

Legal Reference:

Iowa Code §§ 279.8; 280.14; 808A ~~(2007)~~.

Cross Reference:

502 Series Student Behavior and Discipline
502.15 Searches and Seizures

Adopted:

November 16, 2009

Reviewed:

March 25, 2013

November 20, 2017

April 21, 2022

Revised:

March 25, 2013

May 16, 2022

500 SERIES – STUDENT PERSONNEL

503.03 Fines – Fees – Charges

~~Students~~ The district may assess studented fines, charges, and/or fees for the materials needed in a course, for overdue school materials, for participating in activities, and/or for misuse of District property. The Superintendent/superintendent/designee will shall annually inform the Board-board of the dollar amount the district will to-be charged to students and/or others for fines, charges, and/or fees annually. Parents of students meeting specific financial eligibility standards will shall be eligible for a waiver of student fees and/or a reduction of student fees based upon district’s review of the parent requests of the parent. The Board believes students should respect District property and assist in its preservation for future use by others. Students may be assessed fines, charges, or fees for the materials needed in a course, for overdue school materials, for participating in activities, or for misuse of District property. It is the responsibility of the Superintendent/designee, in conjunction with the principal, to develop administrative regulations regarding this policy.

Following unsuccessful collection of unpaid account balances, the district may forward parents/guardians may be subject to having unpaid individual student account balances greater than \$150 unpaid account balances greater than \$250 forwarded to an outside collections agenc(ies)y for action.

The superintendent/designee shall develop administrative regulations regarding this policy.

Legal Reference:

Iowa Code §§ 256.7(20); 279.8; 280.10, .11; 282.6; 285.1; 301.1 (2007).

281 I.A.C. 18.

1994 Op. Att’y Gen. 23.

1990 Op. Att’y Gen. 79.

1982 Op. Att’y Gen. 227.

1980 Op. Att’y Gen. 532.

Cross Reference:

501.51 Homeless Children and Youth

502 Series: Student Behavior and Discipline

503 Series: Student Activities

Adopted:

December 21, 2009

Reviewed:

March 25, 2013

November 20, 2017

April 21, 2022

Revised:

March 25, 2013

November 20, 2017

May 16, 2022

R.R. 1 #503.03

The ~~Board board~~ recognizes that, while ~~certain some student~~ fees ~~charged students~~ are appropriate and authorized, ~~certain~~ students and their families ~~are may~~ not ~~have the financial means~~ ~~financially able~~ to pay ~~the said~~ fees. The ~~District district~~ ~~will shall~~ grant ~~either full waivers, partial, and/~~ ~~waivers~~ or temporary waivers ~~to students and families~~ ~~depending upon the circumstances and the student or student's parents' ability to meet the financial criteria~~ ~~as outlined below.~~

~~Fines and/or charges assessed for damage or loss to District property are not fees and will not be waived.~~

• **Waivers**

- Full Waivers – ~~the district shall, upon full and accurate completion of the relevant application(s), grant a student will be granted~~ a full waiver of ~~district-charged~~ fees ~~charged by the District if to any student the student or who student's parents~~ meets the financial eligibility criteria for ~~free~~ meals under the ~~District's district's~~ Nutrition Services program, Family Investment Program, ~~and/or~~ transportation assistance ~~criteria~~ under open enrollment. Students in foster care ~~are also shall also be~~ eligible for full waivers ~~of district-charged fees.~~
- Partial Waivers – ~~the district shall, upon full and accurate completion of the relevant application(s), grant a student will be granted~~ a partial waiver of ~~district-charged~~ fees ~~to any charged by the District if the student or the student's par who ents~~ meets the financial eligibility criteria for reduced--price meals offered under the ~~District's district's~~ Nutrition Services program.
- Temporary Waivers – ~~the district may, upon full and accurate completion of the relevant application(s), grant a student may be eligible for~~ a temporary waiver of ~~district-charged~~ fees ~~charged by the District in the event the student's parents to a student are whose family is~~ facing financial difficulty. Temporary waivers may be applied for at any time ~~throughout the school year~~ and ~~will shall~~ not extend beyond the end of the school year ~~in which they are granted without the submission of a new application and new determination of eligibility for a temporary waiver.~~

- **Application** – Parents or students ~~seeking eligible for a fee~~ waiver ~~of district-charged fees~~ ~~will shall~~ apply for the requested waiver by fully and accurately completing the relevant district-provided form (~~make an application on the form provided by the District.~~). Applications ~~for waiver~~ may be made at any time, but ~~shall not last beyond the school year in which they are requested without completion of a new eligibility application and a new determination by the district of eligibility for waiver must be completed and submitted annually.~~

- **Confidentiality** – The ~~District district~~ ~~will shall~~ treat ~~the any~~ application(s) and documentation required for fee ~~waivers and application process as any~~ with the level of confidentiality and access applied to other ~~other~~ student record ~~and student confidentiality and access provisions will be followed.~~

- **Appeals** – ~~A student or parent whose request for a fee waiver is denied may appeal that denial to the superintendent/designee. Such appeal shall be in writing and delivered to the superintendent/designee within ten (10) school days of the denial. The superintendent/designee shall issue a written response to the appeal within a reasonable period of time; this decision shall be final. Denials of a waiver may be appealed to the Superintendent/designee.~~

~~Fines or charges assessed for damage or loss to District property are not fees and will not be waived.~~

- **Notice** – ~~the~~ ~~The District district~~ ~~will shall~~ annually notify parents and students of the ~~availability of~~ waivers ~~by including the below in registration materials:~~

~~The following information will be included in registration materials.~~

Students whose families meet the income guidelines for free and/or reduced-price lunch, the Family Investment Program (FIP), and/or transportation assistance under open enrollment, and/or who are in foster care are eligible for a full or partial waiver of district-charged ~~to have their~~ student fees ~~waived or partially waived~~. Students whose families are experiencing a temporary financial difficulty may be eligible for a temporary waiver of district-charged student fees. Parents and/or students who believe they may qualify for temporary financial hardship should contact ~~the~~the relevant principal ~~, secretary, etc.~~ for a waiver form. The waiver may be applied for at any time during the school year but This waiver does not carry over from year-to-year and must be completed annually each year a waiver is sought.

Reviewed:

March 25, 2013

November 20, 2017

April 21, 2022

Revised:

March 25, 2013

November 20, 2017

May 16, 2022

500 SERIES – STUDENT PERSONNEL

504.10 Health Certificate

Immunization requirements apply to all persons enrolled or attempting to enroll in a licensed childcare center or a public or nonpublic elementary or secondary school in Iowa including those who are provided competent private instruction. ~~Unless a relevant exemption as outlined herein applies, Each student's parent(s)/parents/guardians must submit a fully completed and signed an up-to-date current~~ Iowa Department of Public Health Certificate of Immunization to the ~~school~~district in accordance with the processes established by the district. ~~It is the parents' responsibility to see that this certificate of immunization is completed and signed.~~

~~Exemptions~~In keeping with law, the district may grant the following exemptions from the immunization requirements~~to the Immunization Law~~ include:

1. A medical exemption may be granted to ~~an applicant~~a student when, in the opinion of a physician, nurse practitioner, or physician assistant, the required immunization(s) would be injurious to the health and well-being of the ~~applicant~~student or any member of the ~~applicant's~~student's family or household. A medical exemption may apply to a specific vaccine(s) ~~and/or to~~ all required immunizations. A certificate for medical ~~reasons~~exemption is valid only when signed by a physician, nurse practitioner, or physician's assistant.
2. A religious exemption may be granted ~~to a student~~ if immunization(s) conflict with a genuine and sincere religious belief ~~of the student / parent(s)~~. An Iowa Department of Public Health Certificate of Exemption shall be signed by the child's parent or guardian or legally authorized representative and attest that immunization conflicts with a genuine and sincere religious belief and be notarized to an applicant if immunizations conflicts with a genuine and sincere religious belief. The certificate of immunization exemption for religious reasons ~~is~~shall only be valid ~~only~~when notarized.

~~The district may grant a~~ A Provisional Certificate ~~may be granted~~ for children who have begun but not completed the ~~required~~immunizations requirements. The amount of time allowed for provisional enrollment ~~based on a~~ Provisional Certificate shall be as soon as medically feasible but ~~shall~~not ~~more than~~ exceed 60 calendar days.

Cross Reference:

District Student Handbook – Immunizations

Approved:

May 11, 1998

Reviewed:

November 14, 2005

March 25, 2013

November 20, 2017

April 21, 2022

Revised:

November 14, 2005

November 20, 2017

May 16, 2022

500 SERIES – STUDENT PERSONNEL

504.42 Identifying and Reporting Child Abuse

~~It is the policy of the Ankeny Community School District that any~~ All certificated or licensed employees are mandatory reporters as provided by law and shall report any alleged incidents of child abuse they become aware of within the scope of their professional duties. ~~When a mandatory reporter who~~ has a reasonable belief that a child under ~~the age of~~ 18 years of age has been abused by a person responsible for the care of the child, as defined by law, the mandatory reporter shall report the suspected abuse ~~verbally or orally~~ to the Iowa Department of Human Services (DHS) within 24 hours of becoming aware of the allegedly abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the mandatory reporter shall also notify local law enforcement, and follow the verbal report with a written report on the appropriate form. The failure on the part of an employee who is a mandatory reporter to make a report as required by law may subject the employee to disciplinary action sanctions up to and including discharge.

The ~~district encourages reporting by classified or non-certificated and non-~~ licensed employees to report suspected child abuse using the process above. ~~of suspected abuse of children is encouraged.~~

~~It is also the policy of the District that reports~~ Reports of child abuse shall remain confidential, as required by law.

The ~~District~~ district shall provide required ~~the~~ training required by law in on the identification and reporting of child abuse; to all mandatory reporters employed by the ~~District~~ district within six months of their initial employment and at required employment intervals thereafter. The ~~District~~ district shall also provide each new employee who is a mandatory reporter with the legal requirements related to ~~of~~ child abuse reporting within one month of initial employment.

The ~~District~~ district shall ~~administration and staff will~~ cooperate fully with DHS personnel with regard to in conducting a child abuse investigation(s), including but not limited to by providing confidential interview access to the child named in the report; and or to other children alleged to have relevant information; ~~for the purpose of interviews.~~ The ~~District~~ district recognizes no obligation to contact the parents/guardians of a child suspected to be a victim of abuse.

Legal Reference:

Iowa §280.17

Iowa Administration, Code 281-102

Cross Reference:

504.41-Abuse of Students by District Employees

Reviewed:

April 21, 2003

July 21, 2008

December 21, 2009

March 25, 2013

November 20, 2017

April 21, 2022

Revised:

December 21, 2009

November 20, 2017
May 16, 2022

500 SERIES – STUDENT PERSONNEL

507.03 Communicable Diseases – Student

The district shall allow students with communicable diseases to attend school provided their presence does not create a substantial risk of illness and/or transmission to other students or employees. “Communicable disease” shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law. The health risk to immunosuppressed students shall be determined by their personal physician(s). The health risk to others in the school district environment from the presence of a student with a communicable disease shall be determined on a case-by-case basis by public health officials.

Prevention and control of communicable diseases is included in the district's bloodborne pathogens exposure control plan, which shall be reviewed annually by the superintendent/designee and designated school nurse(s).

The superintendent/designee shall develop administrative regulations for implementation of this policy.

~~The District recognizes and supports the need for proper health practices.~~ The ~~District~~-district operates under the direction of Iowa Department of Public Health and Polk County Health Department for procedures and practices with communicable diseases.

[Click here for the Reporting Form for Communicable Diseases.](#)

Legal Reference:

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

29 U.S.C. §§ 701 et seq. ~~(2004).~~

45 C.F.R. Pt. 84.3 ~~(2004).~~

Iowa Code ch. 139A ~~(2007).~~

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

Cross Reference:

406.50 Communicable Diseases ~~Including HIV/AIDS-Employees~~

506.01 Student Records Access

507 Series Student Health and Well-Being

Approved:

September 21, 1987

Reviewed:

September 9, 2009

February 18, 2013

November 20, 2017

[April 21, 2022](#)

Revised:

December 21, 2009

February 18, 2013

November 20, 2017

[May 16, 2022](#)

800 SERIES – BUSINESS PROCEDURES

805.10 School District Records

The superintendent/designee shall oversee the maintenance and accuracy of district records according to the schedule below:

To be Maintained Permanently

- Annual Statistical Reports
- FICA & IPERS Reports
- Job Applications of those hired for Employment in the District
- Individual Payroll Records
- Articles of Incorporation
- Legal Cases
- Attendance Records
- Local Education Agency – Certified Annual Report
- Audit Reports
- Oath of Office for Board Members
- ~~Applications of those hired~~
- ~~Individual Payroll Records~~
- Board Minutes
- ~~&~~ Monthly Bills Lists
- Employee Resignation Termination & Resignation Records, including & Reasons for Termination
- Bond & Coupon Register Student
- Accident Reports (Challenged in court)
- Budgets (Certified)
- Student Permanent Records
- Certified ~~enrollment~~ Enrollment
- Transportation Reports
- Real Property Records, Including Easements, Abstracts, & Deeds
- Treasurer's Annual Reports
- Employee Record Summary
- Union/Association Master Contracts
- Medicaid Files and Claims
- Secretary's Financial Records
- Treasurer's Financial Records
- School District Election Results

To be Maintained for Twenty yearsYears

- Workers Compensation Injury Report
- Student Accident Reports
- Payment of Judgments Against School District

To be Maintained for Ten yearsYears

- ~~Bonds and Coupons (Paid)~~
- Iowa Schools Cash Anticipation Program (ISCAP)
- Check Registers/Vendor Checks

- Iowa School Joint Investment Trust (ISJIT)
- Employee Contracts
- Construction Contracts & Files
- Written Contracts & Agreements
- SES Reports
- SPED Counts

To be Maintained for Five Years

- Affidavits of Publication
- Invoices (Paid)
- Bank Statements & Cancelled Checks
- Investment Records
- Board Correspondence
- Iowa Workforce Reports
- Budget Estimate Worksheets
- Pentamation-Live data for Finance & Human Resources
- EEO-5 Reports
- Phase I, II, and III Reports
- Federal Program Files
- Receipt Copies
- Financial Correspondence
- Sales Tax Refund Claims
- Flexible Spending Account Enroll. Forms
- Secretary's Monthly Financial Reports
- Flexible Spending Account Payments
- Tuition Applications
- Fixed Asset Addition & Deletion Cards
- Unemployment Claims
- Food Service Financial Reports
- Vandalism Reports
- Free and Reduced Lunch Applications
- Vehicle List Updates
- Fuel Tax Refund Claims
- W-2, W-3, W-4, 941 and 1099 Forms
- Insurance Policies including fidelity bonds of officials
- Nursing Daily Log and Medication Administration Records
- Recordings and Livestreams of Open Meetings of the Board

To be Maintained for Three Years

- Building Administrative Minutes
- Garnishment Records
- Bid Files
- Iowa Child Labor Forms (Work Permits)
- Cabinet Minutes
- Nomination Papers
- Citizen Petitions
- Rental Contracts
- Elementary Field Trip Permission Slips Signed by Parents

To be Maintained for Two Years

- Annual Requisitions
- Time Sheets
- Annuity Company Monthly Invoices
- Field Trip Requests
- Board Agendas
- Work Orders & Supply Requisitions
- Payroll Authorizations (Green Sheets)
- Bus Pre-Trip Inspection Forms
- Student Cumulative Records

To be Maintained for One Year

- Minutes & ~~Audio Tapes~~ Recordings of Closed Session Board Meetings
- Payroll Job Stream Reports

To be Maintained As Described Below Miscellaneous

- Bond and bond coupons – maintain for 11 years after maturity, cancellation, transfer, redemption, and/or replacement
- Board policies – retained until superseded with new policy
- Enrollment for insurance, direct deposit – ~~as long as~~ while current
- Job Applications – minimum one year following submission of application
- Maintenance & Warranty Agreements – maintain for the life of the relevant agreement
- Property Accounting Printouts – ~~destroy when~~ maintain until superseded by new property accountings ~~one~~
- Savings Bond Forms
- ~~Forms – destroy when superseded by new one~~
- Underground Storage Tank Level Sensor Records – ~~keep~~ maintain for one year after the life of the tank
- I-9 – maintain until ~~Minimum of three years or~~ one year following termination of ~~Employment~~ employment
- Program grants – maintain for the period of time as determined by the grant
- Non-Payroll Personnel Records – maintain for ten years following the employee’s departure from the district

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

The superintendent/designee may digitize and/or otherwise electronically retain district records and may destroy paper copies of records. An electronic record that accurately reflects the information set forth in the paper record after it was first generated in its final form as an electronic record, and which remains accessible for later reference meets the same legal requirements for retention as the original paper record.

~~Appropriate District officials, as determined by the~~ The Superintendent/designee, ~~are authorized to may~~ destroy District ~~district~~ records ~~when District records have been preserved~~ in accordance with the above schedule. Paper records containing protected confidential or personal information ~~shall be destroyed by shredding will be shredded~~ and electronic records ~~will shall be destroyed by~~ electronically erasure. erased.

Legal Reference:

City of Sioux City v. Greater Sioux City Press Club., 421 N.W. 2d 895 (Iowa 1988).
City of Dubuque v. Telegraph Herald, Inc., 297 N.W.2d 253 (Iowa 1980).
281 I.A.C. 12.3(6).

Cross Reference:

[400.30 Employee Records](#)

500 Series Appendix A Regulations on Student Records

~~[805.21 Personnel Records Management](#)~~

805.30 Student Records

1001.60 Examination of School District Records

Approved:

February 20, 1989

Reviewed:

November 7, 2007

January 20, 2014

July 16, 2018

[April 21, 2022](#)

Revised:

December 13, 2007

January 20, 2014

July 16, 2018

[May 16, 2022](#)



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Approve Ankeny Educators' Association Tentative Agreement and 2022-23 Salary Schedules

ATTACHMENTS:

File Name	Description	Type	Upload Date
AEA Collective Bargaining Agreement - TA.pdf	2022-23 AEA Teachers Agreement - TA	Support Document	4/29/2022
2022-2023 Schedule D.pdf	2022-23 Schedule D	Support Document	4/29/2022
Schedule C 22-23.pdf	2022-23 Schedule C	Support Document	4/29/2022

TA JO 4/11
TA JO 4/15/2

**Ankeny Community School District's Third Counterproposal to Modify its Existing
Collective Bargaining Agreement with the Ankeny Education Association
BEST AND FINAL
April 14, 2022**

Article VI Section E of the Ankeny Community School District's current collective bargaining agreement ("*Master Contract, 2018-2023*") with the Ankeny Education Association ("AEA") provides that "the parties will agree to reopen wages, and up to two additional items during the term of this agreement." Accordingly, the AEA provided timely notice of its intent to re-open negotiations and publicly presented its initial proposal on January 19, 2022. In response, the Ankeny Community School District ("District") presented an initial counter proposal on February 2, 2022. The parties met two times following that exchange to discuss their respective proposals and, on March 29, 2022, the AEA presented its initial counter proposal. The District presented a counterproposal on April 6, 2022 and the AEA responded on April 14, 2022.

In response, the District proposes the following to take effect at the start of the 2022-2023 contract year:

Wages

1. Increase wages by EITHER "Option A" OR "Option B" as outlined below, with the AEA selecting the option:

Option A

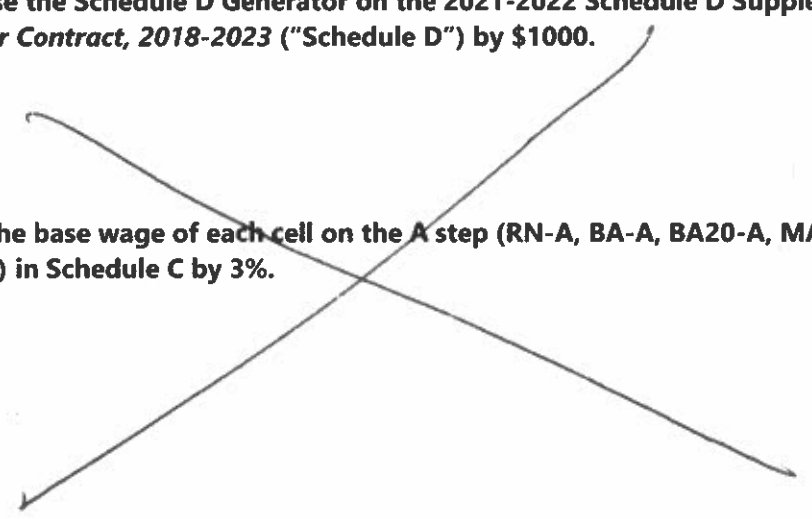
- 1.) Advance all 2021-2022 certified employees who return to certified positions for 2022-2023 one vertical step on the 2021-2022 Combined Teacher Salary Schedule C in the *Master Contract, 2018-2023* ("Schedule C"). Add one vertical step to the bottom of each lane in Schedule C to account for those employees returning in 2022-2023 who reached their maximum index in 2021-2022. Additionally, provide those individuals who reached the maximum index in their lanes in the 2021-2022 school year, resulting in a \$1105 stipend for that year with an additional \$1105 stipend in the 2022-2023 school year; and
- 2.) Increase the Schedule C Generator on the 2021-2022 Schedule C Salary Schedule in the *Master Contract-2018-2023* by \$600; and
- 3.) Increase the Schedule D Generator on the 2021-2022 Schedule D Supplemental Pay Salary Schedule in the *Master Contract, 2018-2023* ("Schedule D") by \$1000.

OR

Option B

Increase the base wage of each cell on the A step (RN-A, BA-A, BA20-A, MA-A, MA15-A, MA30-A, Social Worker-A) in Schedule C by 3%.

AEA Selection



JD 4/15/22

JD 4/15/22

2. Amend Article VII Section B Subsection 1 of the Master Contract, 2018-2023 to read as follows:

Placement to Salary Schedule - The employer shall determine each employee's initial placement on a salary schedule. Unless, in the employer's sole discretion, a higher placement is needed to meet a critical need of the district, all teachers and school counselors on an initial license shall be placed on the BA lane, step A in their first year of employment with the district and shall move to the BA lane, step B in their second year of employment with the district. Once a teacher or school counselor has obtained their standard license, they will be moved to the cell on the salary schedule aligned with district practices for appropriate salary schedule placement.

3. Amend Article VII Section C Subsection 2 of the Master Contract, 2018-2023 to read as follows:

Classifications and Requirements - There shall be five teacher classifications, one social worker classification and two nurse classifications on the salary schedule as follows:

- Nurse Classification - R.N. Degree
- Classification I - B.A. Degree, B.S.N. Degree
- Classification II - B.A. Plus 20 Semester Hours
- Classification III - M.A. Degree
- Classification IV - M.A. Plus 15 Semester Hours
- Classification V - M.A. Plus 30 Semester Hours
- Social Worker Classification

The process for movement between lanes shall be set forth in the staff handbook.

Leave

4. Amend IX Section A Subsection 2 of the Master Contract, 2018-2023 to read as follows:

bullet point

New Child/Illness Care - At the beginning of each school year covered by this agreement, each employee shall be credited with a total of five (5) days on which they may take paid leave for the birth, adoption, and/or fostering of a child, including for time spent bonding with that new child, and/or for illness of: (1) a family member, including a foster child; (2) a significant other; (3) and individual for whom they have the medical power of attorney, and/or (4) an individual for whom they provide care. Such leave shall be granted in one-half (1/2) day increments. An employee may also elect to use personal leave for the reasons listed above.

During the Employer-designated period at the end of the contract year, an employee with at least five (5) remaining full days of Personal Illness leave may elect to convert five (5) Personal Illness leave days to three (3) additional New Child/Illness Care leave days to be available for use in the following contract year. Partial conversions shall not be available, and each relevant employee shall only be eligible to make one such conversion per contract year. The maximum number of New Child/Illness Care leave days shall be eight (8) days per contract year; any unused New Child/Illness Care leave days, including those added to the leave bank via conversion from Personal Illness leave, shall expire at the end of the contract year.

JLKS 4
TA JO 4/15/22

5. Amend Article IX Section A Subsection 6 of the *Master Contract, 2018-2023* to read as follows:

Bereavement - 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. Leave must be used in consecutive days.

Leave must be used in consecutive days, except the superintendent/designee may approve an employee's request for non-consecutive bereavement leave.

Employees may be allowed release time for bereavement, if a substitute is not required. This provision will apply only during a planning period or after 2:30 p.m.

An employee may use personal leave for bereavement leave, in which case the restrictions of paragraph 1 do not apply. This is in addition to the eleven (11) days and may be used to extend the five (5) day maximum.

6. Except as otherwise set forth within this proposal, remove all references to the availability of Sick Leave Conversion from the *Master Contract, 2018-2023*.

Codification of MOUs

7. Extend the following Memoranda of Understanding between the District and AEA for the 2022-2023 contract year and incorporate each into the appropriate section of the *Master Contract, 2018-2023*:

- Memorandum of Understanding related to Vocal Music entered into on January 31, 2020.
- Memorandum of Understanding related to Girls Basketball JV2 Assistant Coach entered into on October 19, 2021.
- Memorandum of Understanding related to Coverage When a Substitute is Unavailable entered into on February 15, 2022.
- Memorandum of Understanding related to JV Jazz Band entered into on February 15, 2022.
- Memorandum of Understanding related to Building Equity Advocate entered into on February 15, 2022.
- Memorandum of Understanding related to Softball Coaches entered into on April 4, 2022.
- *If agreement is reached:* Memorandum of Understanding related to Schedule D Positions for 2022-2023 currently under review.

Technical Language Adjustments

8. Fix any grammar, mechanical, and/or usage errors and eliminate any inconsistencies/errors in the *Master Contract, 2018-2023*.

AEA shall use redlining/TrackChanges to identify any proposed copy edits and shall share the redlined document with District for review. District shall accept and/or reject each proposed edit, use redlining/TrackChanges to make any proposed copy edits of its own, and return the updated document to AEA for review. Both sides shall engage in the same cycle of redlining/Tracking Changes to propose and review copy edits until an agreement is reached on all grammatical, mechanical, usage errors, and/or inconsistencies to address in the *Master Contract, 2018-2023* for the 2022-2023 school year.

9. Amend Article VI, Section E of the *Master Contract, 2018-2023* to read as follows:

This Agreement, except as noted otherwise, shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2023. The parties agree to reopen wages, and up to two permissive topics of bargaining for the July 1,

HJKS
4/15/22
JA JD 4/15/22

2022 - June 30, 2023 school year. The parties agree to begin negotiations in December 2022 to allow for consideration of a new contract with a duration of up to five years.

All provisions of the *Master Contract, 2018-2023* shall remain in force for 2022-2023 except as noted above (changes noted are for clarity and will not be shown as red-line changes in the contract).

SALARY SCHEDULE
2022-2023 SCHEDULE D SUPPLEMENTAL PAY
SCHEDULE D GENERATOR \$ 33,280

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Athletics **% of Base**

Baseball

Head Varsity	25
Assistant Varsity	14
10 th Head	14
10 th Assistant	12
9 th Head	12
9 th Assistant	10

Basketball

Boys Basketball

Head Varsity	25
Assistant Varsity	14
10 th Assistant	12
9 th Head – Boys	12
9 th Assistant - Boys	10
8 th Head	10
8 th Assistant	8

Girls Basketball

Head Varsity	25
Assistant Varsity	14
JV 1 Head	14
JV 1 Assistant	12
JV 2 Head	12
8 th Head	10
8 th Assistant	8

Bowling

Head Varsity	14
Assistant Bowling	9
(Single Stipend for both Boys & Girls Bowling)	

1	Cheerleading and Dance	
2	High School Dance Team	10
3	Assistant Dance Team	6
4	Chaperone	3
5	Fall Head Cheerleading	13
6	Winter Head Cheerleading	13
7	Assistant Cheerleading (Fall or Winter)	11
8	9 th Grade Cheerleading	7
9		
10	Cross Country	
11	Head Varsity	18
12	Assistant Varsity	11
13	8 th Head	10
14	8 th Assistant	8
15		
16	Football	
17	Head Varsity	25
18	Assistant Varsity	14
19	10 th Head	14
20	10 th Assistant	12
21	9 th Head	12
22	9 th Assistant	10
23	8 th Head	10
24	8 th Assistant	8
25		
26	Golf	
27	Head Varsity	18
28	Assistant Varsity	11
29	9 th Head	10
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31	Soccer	
32	Head Varsity	22
33	Assistant Varsity	12
34	Head JV 1	12
35	Head JV 2	11
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1	Softball	
2	Head Varsity	25
3	Assistant Varsity	14
4	9 th Head	12
5	9 th Assistant	10
6	8 th Head	10
7	8 th Assistant	8
8	Swimming	
9	Head Varsity	22
10	Assistant Varsity	12
11	8 th Head	10
12	Diving	10
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14	Tennis	
15	Head Varsity	18
16	Assistant Varsity	11
17		
18	Track and Field	
19	Head Varsity	23
20	Assistant Varsity	12
21	JV	12
22	8 th Head	10
23	8 th Assistant	8
24		
25	Volleyball	
26	Head Varsity	22
27	Assistant Varsity	12
28	10 th	12
29	9 th	11
30	9 th Assistant	10
31	8 th	10
32	8 th Assistant	8
33	Wrestling	
34	Head Varsity	25
35	Assistant Varsity	14
36	Head JV	14
37	Assistant JV	12
38	8 th Head	10
39	8 th Assistant	8
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Strength and Conditioning*

(spring, summer, fall, winter) High School 14 (each season)

(spring, fall, winter) Middle School 14 (each season)

*If coaching a sport during the season makes one ineligible for this position.

SCHEDULE D SUPPLEMENTAL PAY

SCHEDULE D GENERATOR 2022-2023 = \$ 33,280

***Academic Co-Curricular % of Base**

Music - Instrumental

HS Instrumental Music	31
(duties to include lead marching band, concert band, commencement, jazz band, solo and ensemble contest, parent coordination and contests)	
HS Assistant	25
(duties to include marching band assistant, lead jazz band, pep band, concert band, commencement, solo and ensemble, and contests)	
Marching Assistant or Color Guard	5
Percussion Coordinator	6
Solo and Ensemble Assistant	2.5
9 th grade Instrumental Music	17
(duties to include marching band assistant 8 th and 9 th concerts, and 8 th jazz band)	
8 th Grade Instrumental Music	17
(duties to include marching band assistant , concerts, 8 th and 9 th contests, and jazz band)	
7 th Grade Instrumental Music	12
(duties to include marching band assistant early bird band and jazz band)	
6 th Grade Instrumental Music	12
(duties to include marching band assistant early bird band and jazz band)	
5 th Grade Instrumental Music	3.5 per band

Music – Vocal

HS Vocal Music	31
(duties to include show commencement, choir, musical, solo and ensemble contest, and concert choir)	
HS Vocal Music Assistant	25
(duties to include commencement, J.V. show choir, JV Prep show choir, solo and ensemble contest, and concert choir)	

Between Ankeny Schools and the Ankeny Education Association

1	9 th Grade Vocal Music	12
2	(duties to include 9 th grade show choir)	
3	8 th Grade Vocal Music	12
4	(duties to include 8 th grade show choir)	
5	7 th Grade Vocal Music	12
6	(duties to include 7 th grade show choir)	
7	6 th Grade Vocal Music	12
8	(duties to include 6 th grade show choir)	
9	6 th Grade Vocal Music	6
10	(duties do not include show choir)	
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12	Elementary Vocal Music	\$200 per contract if evening concerts
13		are required.
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SCHEDULE D SUPPLEMENTAL PAY**SCHEDULE D GENERATOR 2022-2023 = \$33,280**

*Academic Co-Curricular	% of Base
Language Arts	
HS Drama (duties to include one full stage play and a musical)	18
HS Drama Assistant (duties to include one full stage play and a musical)	10
HS Yearbook	14
MS Yearbook (if work is not performed outside the school day)	5
(if work is performed outside the school day)	7
Newspaper (after contract club if Publications is not offered as a course)	10
Language Arts or Music	
9 th Grade Drama	5
8 th Grade Drama	5
7 th Grade Drama	2.5
6 th Grade Drama	2.5
Language Arts or Social Studies	
HS Debate	16
HS Debate Assistant	9
9 th Grade Debate	9
HS Individual Events Speech	14
Assistant LG and IE Events Speech	9
9 th Grade Individual Events Speech	9
HS Large Group Events Speech	14
9 th Grade Large Group Events Speech	9
Social Studies	
Model United Nations	10
Business	
HS Business Professionals	3.5

1 Science, Math, Industrial Technology

2 HS Robotics Club 5

3

4 *For music and co-curricular positions, these assignments generally will correspond to teaching
5 positions. If the teaching position will include the assignment it will be designated on the posting.

6

7 Other Supplemental Items

8	Anti-Bullying Sponsor	1.5
9	Wellness Champion	1.5
10	Circle of Friends Sponsor	10
11	HS Prom Chairperson	5
12	HS Assistant Prom Chairperson	1.5
13	HS Concessions	3
14	HS National Honor Society	6
15	(duties to include winter dance)	
16	HS Student Council	7
17	MS Student Council	5
18	(stipend may be divided between sponsors)	
19	HS Trapshooting	5
20	Game/Event Supervisor	\$15 per event (For sports: event is usually
21		defined as a game.)
22	Summer School Teaching	\$34 per hour
23	Teacher Quality (TQ)	\$40 per hour
24	Teacher Quality Academy	3 day session / \$1,000
25	Extended Contracts*	\$300 8-hours per day
26	*Nurses shall be paid \$250 8-hours per day	

27

28 TLC

29	HS Instructional Leadership Team	\$2500
30	MS Instructional Leadership Team	\$2500
31	Elementary Instructional Leadership Team	\$2500

32

33 Approved cadres or instructional sessions

34	Student or participant	\$25/hour
35	Instructor	\$34/hour

36

37 Before & After School Program Teachers \$25/hour

38 Before & After School Program Assistants \$20/hour

39

2022-23 Combined Teacher Salary Schedule C

Base Generator = \$ 32,800

Step	RN	RN Index	BA	BA Index	BA20	BA20 Index	MA	MA Index	MA15	MA15 Index	MA30	MA30 Index	Social Worker	MA Index
A	\$ 39,752	1.21	\$ 51,865	1.31	\$ 55,473	1.42	\$ 58,097	1.50	\$ 59,409	1.54	\$ 61,049	1.59	\$ 58,097	1.50
B	\$ 40,657	1.24	\$ 52,849	1.34	\$ 56,457	1.45	\$ 59,081	1.53	\$ 60,393	1.57	\$ 62,033	1.62	\$ 59,081	1.53
C	\$ 41,563	1.27	\$ 53,833	1.37	\$ 57,769	1.49	\$ 61,377	1.60	\$ 63,017	1.65	\$ 64,657	1.70	\$ 61,377	1.60
D	\$ 42,468	1.30	\$ 54,817	1.40	\$ 59,081	1.53	\$ 63,345	1.66	\$ 64,985	1.71	\$ 66,953	1.77	\$ 63,345	1.66
E	\$ 43,373	1.33	\$ 55,801	1.43	\$ 60,065	1.56	\$ 65,313	1.72	\$ 67,281	1.78	\$ 68,921	1.83	\$ 65,313	1.72
F	\$ 44,278	1.36	\$ 56,785	1.46	\$ 61,049	1.59	\$ 66,625	1.76	\$ 68,921	1.83	\$ 70,889	1.89	\$ 66,625	1.76
G	\$ 45,184	1.39	\$ 57,769	1.49	\$ 62,033	1.62	\$ 67,937	1.80	\$ 70,233	1.87	\$ 72,529	1.94	\$ 67,937	1.80
H	\$ 46,089	1.42	\$ 58,753	1.52	\$ 63,017	1.65	\$ 68,921	1.83	\$ 71,217	1.90	\$ 73,841	1.98	\$ 68,921	1.83
I	\$ 46,994	1.45	\$ 59,737	1.55	\$ 64,001	1.68	\$ 69,577	1.85	\$ 72,201	1.93	\$ 74,825	2.01	\$ 69,577	1.85
J	\$ 47,899	1.48	\$ 60,721	1.58	\$ 64,985	1.71	\$ 70,561	1.88	\$ 73,185	1.96	\$ 75,809	2.04	\$ 70,561	1.88
K	\$ 48,805	1.51	\$ 61,705	1.61	\$ 65,969	1.74	\$ 71,545	1.91	\$ 74,169	1.99	\$ 76,793	2.07	\$ 71,545	1.91
L	\$ 49,710	1.54	\$ 62,689	1.64	\$ 66,953	1.77	\$ 72,529	1.94	\$ 75,153	2.02	\$ 77,777	2.10	\$ 72,529	1.94
M	\$ 50,615	1.57	\$ 63,673	1.67	\$ 67,937	1.80	\$ 73,513	1.97	\$ 76,137	2.05	\$ 78,761	2.13	\$ 73,513	1.97
N	\$ 51,521	1.60	\$ 64,657	1.70	\$ 68,921	1.83	\$ 74,497	2.00	\$ 77,121	2.08	\$ 79,745	2.16	\$ 74,497	2.00
O	\$ 52,426	1.63	\$ 65,641	1.73	\$ 69,905	1.86	\$ 75,481	2.03	\$ 78,105	2.11	\$ 80,729	2.19	\$ 75,481	2.03
P	\$ 53,331	1.66	\$ 66,625	1.76	\$ 70,889	1.89	\$ 76,465	2.06	\$ 79,089	2.14	\$ 81,713	2.22	\$ 76,465	2.06
Q	\$ 54,236	1.69	\$ 67,609	1.79	\$ 71,873	1.92	\$ 77,449	2.09	\$ 80,073	2.17	\$ 82,697	2.25	\$ 77,449	2.09
R	\$ 55,142	1.72	\$ 68,593	1.82	\$ 72,857	1.95	\$ 78,433	2.12	\$ 81,057	2.20	\$ 83,681	2.28	\$ 78,433	2.12
S	\$ 56,047	1.75	\$ 69,577	1.85	\$ 73,841	1.98	\$ 79,417	2.15	\$ 82,041	2.23	\$ 84,665	2.31	\$ 79,417	2.15
T	\$ 56,952	1.78	\$ 70,561	1.88	\$ 74,825	2.01	\$ 80,401	2.18	\$ 83,025	2.26	\$ 85,649	2.34	\$ 80,401	2.18
U	\$ 57,858	1.81	\$ 71,545	1.91	\$ 75,809	2.04	\$ 81,385	2.21	\$ 84,009	2.29	\$ 86,633	2.37	\$ 81,385	2.21
V	\$ 58,763	1.84	\$ 72,529	1.94	\$ 76,793	2.07	\$ 82,369	2.24	\$ 84,993	2.32	\$ 87,617	2.40	\$ 82,369	2.24
W	\$ 59,668	1.87	\$ 73,513	1.97	\$ 77,777	2.10	\$ 83,353	2.27	\$ 85,977	2.35	\$ 88,601	2.43	\$ 83,353	2.27
X	\$ 60,573	1.90	\$ 74,497	2.00	\$ 78,761	2.13	\$ 84,337	2.30	\$ 86,961	2.38	\$ 89,585	2.46	\$ 84,337	2.30
Y	\$ 61,479	1.93	\$ 75,481	2.03	\$ 79,745	2.16	\$ 85,321	2.33	\$ 87,945	2.41	\$ 90,569	2.49	\$ 85,321	2.33
Z	\$ 61,479	1.93	\$ 75,481	2.03	\$ 80,729	2.19	\$ 86,305	2.36	\$ 88,929	2.44	\$ 91,553	2.52	\$ 86,305	2.36
AA	\$ 61,479	1.93	\$ 75,481	2.03	\$ 81,713	2.22	\$ 87,289	2.39	\$ 89,913	2.47	\$ 92,537	2.55	\$ 87,289	2.39
BB	\$ 61,479	1.93	\$ 75,481	2.03	\$ 82,697	2.25	\$ 88,273	2.42	\$ 90,897	2.50	\$ 93,521	2.58	\$ 88,273	2.42
CC	\$ 61,479	1.93	\$ 75,481	2.03	\$ 83,681	2.28	\$ 89,257	2.45	\$ 91,881	2.53	\$ 94,505	2.61	\$ 89,257	2.45
DD	\$ 61,479	1.93	\$ 75,481	2.03	\$ 84,665	2.31	\$ 90,241	2.48	\$ 92,865	2.56	\$ 95,489	2.64	\$ 90,241	2.48
EE	\$ 61,479	1.93	\$ 75,481	2.03	\$ 84,665	2.31	\$ 91,225	2.51	\$ 93,849	2.59	\$ 96,473	2.67	\$ 91,225	2.51
FF	\$ 61,479	1.93	\$ 75,481	2.03	\$ 84,665	2.31	\$ 92,209	2.54	\$ 94,833	2.62	\$ 97,457	2.70	\$ 92,209	2.54

- (1) The generator base for RN lane is 92% of BA lane generator base.
- (2) In addition to the generator base multiplied by the individual cell index percent, the following amounts have been added to each cell: \$5,658 (TSS), \$2,626 (Insurance Flex), and \$613 (flat dollar from 2017-18 contract settlement).
- (3) Only qualified nurses will receive TSS funds.



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Approve 2022-23 Salaries: 279 Administrator Contract

ATTACHMENTS:

File Name

Description

Type

Upload Date

No Attachments Available

279 Administrator Contracts - SY 22-23 for annual Board approval

FIRST NAME	LAST NAME	JOB	SY 22-23 Wage	Cell Phone stipend: not included in base wage	
ERIN	ADAIR	Principal - Southeast	\$119,633.00	\$650	
HOLLY	ANDERSON	Activities Director - Northview	\$111,321.00	\$650	
MIKE	BAKKER	Activities Director - Southview	\$109,992.00	\$650	
ANDREA	BRUNS	Associate Principal - Prairie Ridge	\$117,824.00	\$545	
ANDREW	BURG	Principal - East	\$132,284.00	\$650	
ADAM	BUSCH	Associate Principal - Ankeny Centennial High	\$125,457.00	\$545	
KATHERINE	CISNEY	Principal - Northwest	\$121,508.00	\$650	
CAROL	EDDY	Director of Curriculum and Innovation	\$133,907.00	\$650	
KELSIE	GOODMAN	Associate Principal - Ankeny High School	\$125,271.00	\$545	
WADE	GRINHAUG	Associate Principal - Ankeny High School	\$122,546.00	\$545	
DARIN	HAACK	Chief Officer of Operations	\$175,330.00	\$1,330	Includes Mileage
CALEB	HALES	Assistant Principal (220) - Northview	\$98,675.00	\$545	
JOSEPH	HUNTER	Associate Principal - Ankeny Centennial High	\$122,546.00	\$545	
BEV	KUEHN	Director of Secondary & Curriculum Services	\$144,986.00	\$650	
NICOLE	KUHNS	Assistant Principal (220) - Southview	\$96,626.00	\$545	
NANCY	LEHMAN	Director of Special Education	\$138,215.00	\$650	
JEN	LINDAMAN	Chief Officer of Academic Services	\$168,778.00	\$1,330	Includes Mileage
JOEL	MARTIN	Principal - Westwood	\$125,829.00	\$650	
DANIEL	MEYER	Principal - Southview Middle School	\$141,605.00	\$650	
JIM	MOLLISON	Assistant Director of Special Programs	\$107,363.00	\$545	
MARK	MOSS	Principal - Ashland Ridge	\$141,200.00	\$650	
BEN	MULLER	Principal - Prairie Trail	\$139,749.00	\$650	
AL	NEPPL	Director of Professional Learning & Leadership Development	\$143,894.00	\$650	
CHRISTOPHER	NOVAK	Associate Principal - Southview	\$117,824.00	\$545	
LAURA	RYAN	Principal - Northeast	\$124,206.00	\$650	
JB	SLIGHT	Principal - Northview	\$141,185.00	\$650	
KATHLEEN	STEFFEN	Assistant Principal (220) - Prairie Ridge	\$98,675.00	\$545	
DR. JILL	URICH	Principal - Ankeny Centennial High	\$151,841.00	\$650	
CAMERON	WENDT	Associate Principal - Northview	\$119,952.00	\$545	

279 Administrator Reassignments or Transfers for SY 22-23

FIRST NAME	LAST NAME	JOB	SY 22-23 Salary	Cell Phone stipend: not included in base wage	
WHITNEY	LONGTIN	Moving from SAM to Assistant Principal (220) - Westwood Elementary	\$92,500.00	\$545.00	
BRANDON	HARGENS	Moving from SAM to Assistant Principal (220) - Ashland Ridge Elementary	\$96,000.00	\$545.00	
JORY	HOUSER	Moving from SAM to Assistant Principal (220) - Crocker Elementary	\$92,500.00	\$545.00	
BEN	HUEBSCH	Moving from Middle School Associate Principal to Middle School Principal	\$130,000.00	\$650.00	
VICTORIA	NICOLAS	Moving from SAM to Assistant Principal (220) - Prairie Trail Elementary	\$94,000.00	\$545.00	
EMILY	RASH	Moving from Middle School Assistant Principal (220) to Middle School Associate Principal	\$115,000.00	\$545.00	
LORI	REHA	Moving from SAM to Assistant Principal (220) - Heritage Elementary	\$94,000.00	\$545.00	
DARYL	SACKMANN	Moving from SAM to Assistant Principal (220) - Rock Creek Elementary	\$94,000.00	\$545.00	
MICEALA	TUTTLE	Moving from SAM to Assistant Principal (220) - Northeast Elementary	\$94,000.00	\$545.00	

279 Administrators - New Hires

FIRST NAME	LAST NAME	JOB	SY 22-23 Salary	Cell Phone stipend: not included in base wage	
SUVADA	KUBURAS	Principal - Rock Creek Elementary	\$120,000.00	\$650.00	
DANIEL	JOHNSON	Principal - Ankeny High School	\$148,500.00	\$650.00	
CRYSTAL	THOMAS	Assistant Principal (220) - Northwest Elementary	\$91,000.00	\$545.00	
JENNIFER	WADE	Assistant Principal (220) - East Elementary	\$91,000.00	\$545.00	
JASON	AKAR	Principal - Prairie Ridge Middle School	\$130,000.00	\$650.00	
SHEILA	SCHMIDT	Principal - Terrace Learning Center	\$132,000.00	\$650.00	
NATE	LINGREN	Activities Director - Centennial High School	\$130,000.00	\$650.00	
TONIA	BURRELL	Assistant Principal (220) - Parkview Middle School	\$94,500.00	\$545.00	
ADAM	MCDONNELL	Activities Director - Ankeny High School	\$130,000.00	\$650.00	
		Principal - Crocker Elementary		\$650.00	
		Principal - Northeast Elementary		\$650.00	
		Director of Elementary Schools		\$650.00	



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Approve 2022-23 Salaries: Confidential/ Non-279 Administrative Contract

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022-23_Salary_Pkg_Recommendations.pdf	2022-23 Salary Pkg Recommendations	Support Document	4/29/2022

2022-23 Administration, Managers, and Confidential Staff Salary Package Recommendations

Administrators:

- 2.25% salary increase
- 52% of family cost paid by employer \$9,157.44, full single paid by employer \$7,410.12/yr
- Total salary increase of 2.25%, \$144,669
- Total package increase of 2.79%, \$218,880

Specialists/Managers/Supervisors:

- 2.25% salary increase
- 52% of family cost paid by employer \$9,157.44, full single paid by employer \$7,410.12/yr
- Total salary dollar increase of 2.25%, \$70,737
- Total package increase of 2.53%, \$99,683

Confidential Staff:

- \$.50/hr salary increase
- 82% of family cost paid by employer \$14,388.54/yr, full single paid by employer \$7,410.12/yr
- Total salary increase of 2.42%, \$46,651
- Total package increase of 3.36%, \$64,498



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Approve the \$1,000.00 Classroom Grant Award from Greater Iowa Credit Union to Crocker Elementary for the Learning without Tears Curriculum

Extended Information: Superintendent's Recommendation: Approve the \$1,000.00 Classroom Grant Award from the Greater Iowa Credit Union to Crocker Elementary for the Learning Without Tears Curriculum per board policy 802.70 as recommended.

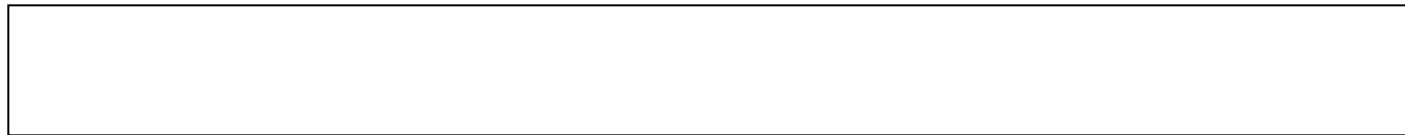
ATTACHMENTS:

File Name	Description	Type	Upload Date
Greater Iowa Credit Union Grant to Crocker for Writing without Tears Curriculum.pdf	Greater Iowa Credit Union Project Classroom Grant	Support Document	4/29/2022



Fwd: FW: check this out! :)FW: Congratulations on being selected as a Project Classroom Winner!

1 message



Hi Susan!

I am reaching out in regards to your application for Greater Iowa Credit Union's Project Classroom grant. After a selection committee carefully reviewed all our applications, we are pleased to inform you that you have been selected as one of four Project Classroom \$1,000 grant winners! **Congratulations!**

I know that with the pandemic, things are unusual right now and every school is treating things differently. Typically, as part of the program, we do a super fun in-class check presentation. It would be myself, GICU's CEO Scott Zahnle, guests from ISU athletics and a small production crew of two or three people from KDSM who will get video footage. The video footage gets used in the future to help us promote the program and show off our amazing teachers like you! Since we will take group photos during the presentation, we will need to make sure we have your students' parent/guardian consent to be photographed. **Anyone who cannot be photographed or video recorded will need to sit apart from the group.** We would also love to bring a small snack for your students. Typically we bring fruit snacks to avoid most allergy issues. We find it makes the experience even more fun for your students. Let me know if we can make this a possibility and what precautions (masks, proof of vaccination, etc.) your school would require.

After the in-class presentation portion, KDSM will do a quick interview with you asking how you heard about Project Classroom and what you will be using the grant for. Please plan to have someone stay with your students during this 10 or so minutes. If we can't do an in-class presentation, perhaps we could still find a time to do the interview.

All in all, it is a fairly quick presentation, approximately 10-15 minutes depending on how much the students interact with the ISU guests. We are hoping to schedule the in-class presentations between December 1-17. If you could please send me a list of dates/times in that timeframe that for sure **don't** work for you and your classroom so I can begin working on scheduling, that would be great!

I realize this is a great deal of information all at one time, so please let me know what questions you have for me!

All items needed by us:

- Completed W9 filled out with the school's information (blank version attached)
 - This is needed by our accounting department in order to process the grant check request
- Consent from guardians to photograph students – verification does **not** need to be sent to us
- Email verification of list of dates/times between December 1-17 that **do not** work for you
- Email verification for us to bring snacks for all students in your class
- Email verification of the number of students in your classroom

Also, I will have two tickets for you to attend the Iowa State vs. Jackson State men's basketball game on December 12th at 12:00pm. We will be recognizing our 4 Project Classroom grant winners in an **on-court presentation at during the game**. I will be in touch as we get closer to game day to make sure you have everything you need for this special recognition.

Again, congratulations. We are so honored to support your classroom!

Josh Fearnow | Marketing Community Outreach Manager
Greater Iowa Credit Union
Phone: 515.956.3088
Email: JFearnow@gicu.org

Fax: 515.232.9254

1509 Baltimore Drive Ames, Iowa 50010

Contact Center: 800.296.9064

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