



ANKENY
COMMUNITY SCHOOL DISTRICT

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

Minutes
Ankeny School Board Meeting
July 11, 2022
6:00 PM

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

Members Present

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

Board Members Absent

Others in Attendance

See Attached

1. Call To Order

a. Board Meeting Location

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

b. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

2. Approval Of Agenda

On a motion by Sarah Barthole and seconded by Amy Tagliareni, it was RESOLVED: The board approved a motion to approve and accept this agenda with an amendment to item 5d personnel report and the removal of the first read of policy 607.20.

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

3. Pledge of Allegiance

4. Communication From The Public

5. Consent Agenda

a. Minutes

- Regular Board Meeting Minutes June 20, 2022
- Special Board Meeting Minutes June 28, 2022

b. Open Enrollment

c. Paid Bills

d. Personnel Report - Amended

e. 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 the consent agenda items as recommended.

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

6. Information Only

7. Old Business

a. Contracts and Agreements

- Teaching Strategies Gold Renewal - Online Assessment Portfolios for Preschool for \$4,149.60
- Drake Head Start Rental Renewal - 2022-2023
- Microsoft - Volume Licensing Ramped Discount Amendment
- Energy Print Proposal 2022-2023 for \$38,808.00
- RSP Amendment
- Strategic America - August 1, 2022 - June 30, 2023 for \$49,000.00
- Trane Service Agreement Renewal - Prairie Ridge Middle School - 2022-2023 for \$2,822.00
- Universal Pediatrics Service Agreement for Nursing Services Renewal - 2022-2023 School Year
- Dana Schon Consulting - Professional Services Agreement - August 10, 2022 for

- \$1,500.00
- Holy Trinity Lutheran Church Services Agreement - 2022-2023 - No-Cost Services
- PowerSchool eFinance Plus Accounting and Time Clock Renewal - 2022-2023 for \$85,960.81
- Lloyd's of London - Policyholder Disclosure Notice of Terrorism Insurance Coverage
- Better Impact - Subscription Summary - 2022-2023 for \$3,204.01
- Monday.com - July 20, 2022 - July 19, 2023 for \$15,543.84
- Heartland Business Systems - July 11, 2022 - June 23, 2025 for \$4,464.00
- Droplet, LLC - Westwood Elementary - Subscription October 14, 2022 - October 13, 2023 for \$1,500.00

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

8. New Business

a. Approve 2022-23 Annual Improvement Goals

On a motion by Joy Burk and seconded by Katie Claeys, it was RESOLVED: The board approved a motion to approve and accept the 2022-23 Annual Improvement Goals as recommended. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Palik, Tagliareni, Weldon.
Motion carried 7 - 0.

b. Policies - First of Two Readings

- 103.00 Long-Range Needs Assessment: *Mandatory policy. Annual review; changes for consistency, clarity and alignment with requirements.*
- 104.00 Anti-Bullying/Anti-Harassment Policy: *Mandatory Policy. Annual publication required; minor changes for consistency.*
- 406.50 Communicable Diseases; *Annual review; minor changes for clarity.*
- 406.30 Hazardous Chemicals: *Annual review; minor changes for clarity and compliance.*
- 403.80 Licensed Employee Compensation for Extra Duty: *Annual review; minor changes for clarity.*
- 505.05 Graduation Requirements: *Annual review; minor changes for clarity and compliance.*
- 505.60 Student Directory Information: *Mandatory policy. Annual publication required; minor changes for consistency.*
- 504.32 Administration of Medication to Students: *Annual review of form; minor changes for clarity.*
- 507.80 Student with Special Health Needs: *Annual review; minor changes for clarity.*
- 600.00 Statement of Guiding Principles: *Annual review; changes for clarity and compliance.*
- 601.01 School Calendar: *Mandatory policy. Annual review; changes for*

- consistency and clarity.*
- 601.02 School Day: *Annual review; minor changes for clarity and consistency.*
- 605.80 Technology & Instructional Materials: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- 605.02 Objections to Instructional Materials: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- **607.20 Student Health Services: *Removed first read per amendment in item 2a.***
- 701.10 School Nutrition Program: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- 701.40 Free/Reduced Cost Meals Eligibility: *Annual notice; minor changes for clarity and compliance.*
- 702.50 Extracurricular & Other Transportation: *Annual review; minor changes for consistency.*
- 702.60 Summer School Program Transportation Services: *Annual review; addition of dates of review.*
- 702.30 Student Eligibility for Transportation: *Annual review; removal of procedural information re: Pay-to-Ride in order to maximize flexibility in implementation.*
- 910.00 Crisis Management: *Annual review; minor changes for consistency.*
- 904.50 Stock Epinephrine Auto-Injector Supply: *Annual review; minor changes for clarity.*
- 404.11 Personal Illness: *Removal of expired language related to COVID-leave; minor changes for consistency and clarity.*
- 501.31 Open Enrollment: *Removal of references to deadlines to align with newly-amended state law.*
- 703.12 Radon Testing and Mitigation: *Proposed new policy to align with requirements in newly-enacted state law.*
- 1001.60 Examination of District Public Records: *Changes to align with revised parameters in state law.*
- 605.03 Library Materials *Changes to reflect stakeholder input, as well as to add consistency and clarity*
- 605.04 Library Materials Inspection *Changes to clarify parental access to library records, as well as to add consistency and clarity*
- 605.05 Objection to Library Materials *Changes to clarify the objection process, as well as to add consistency and clarity*
- 703.00 Facilities Inspections: *Proposed new policy to align with model policy guidance; annual review.*

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve and accept the policies, first of two readings, as presented.

c. Annual Appointments, Applications and Continuing Contracts

- Legal Counsel, Dickinson Law Firm, represented by Melissa Schilling, Chief Negotiator 2022-23
- Adopt written policies, rules, regulations, procedures ([Iowa Code 279.8](#))
- Appoint Jessica Dirks, Level I Investigator & Ankeny Police Department as Level II Investigator
- Appoint Bev Kuehn, Alternate Level I Investigator
- Appoint Tara Owen, Alternate Level I Investigator

- Appoint Kenneth Morris, Jr., Director of Equity, as Title IX Coordinator
- Appoint Kenneth Morris, Jr., Director of Equity, as Affirmative Action and Equity Coordinator
- Appoint Dr. Jen Lindaman as Multicultural Gender Fair Coordinator

On a motion by Amy Tagliareni and seconded by Sarah Barthole, it was RESOLVED: The board approved a motion to approve and accept the annual appointments, applications and continuing contracts as recommended.

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

Motion carried 7 - 0.

9. Board Member Reports

Director Barthole participated in the Summerfest parade this weekend. She welcomed director Palik to the board

Director Burk participated in the parade as well this weekend and enjoyed it. She welcomed director Palik to the school board.

Director Palik appreciates the school district for putting together his profile on the school board page. He shared a little bit of his background. Director Palik is originally from western Nebraska. Community service and stewardship drives him to serve on the school board. He attended the University of Wyoming where he got involved in student professional societies and was a TA in engineering. He graduated with a degree in civil engineering with an emphasis in structural engineering. He began his engineering career in 2007 and focused on connecting small communities. Director Palik found ways to give back to communities during his career and in 2018, he was asked to serve on a group of firms that put together engineering curriculums for underprivileged students in Omaha. They recently moved to Iowa where his wife has a large family presence. As a vacancy became available on the Ankeny school board, he reached out to board members expressing his interest. He is honored and humbled to be sitting on the board.

Director Claeys attended the Summerfest parade on Saturday and the policy committee meeting.

Director Tagliareni attended the Summerfest parade and the Ankeny Foundation golf outing, which was a great success. She welcomed director Palik to the board.

Director Johnson welcomed Director Palik to the school board and also participated in the parade.

Director Weldon thanked the Ankeny Foundation for invite to the golf outing reception; it was a great event. He was unable to attend the Summerfest parade unfortunately but he thanked the school board members for participating in the parade. He thanked the board for their service to the school and community.

10. Superintendent Reports

Dr. Darin Haack, sitting in for superintendent Pruitt, welcomed Director Palik to the school board.

11. Adjournment

On a motion by Joy Burk and seconded by Sarah Barthole, it was RESOLVED: The meeting adjourned at 6:34pm.

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

Motion carried 7 - 0.

Respectfully Submitted,

Board President

Board Secretary



ANKENY
COMMUNITY SCHOOL DISTRICT

Board of Education Meeting
July 11, 2022

Others in Attendance

1. Dr. Darin Haack
2. Jennifer Jamison
3. Jessica Dirks
4. Melissa Schilling
5. Shelly Rouse
6. Dr. Jen Lindaman
7. Samantha Aukes
8. Jon Davis
9. Ken Morris, Jr.
10. Sarah Murphy
11. Tim Simpkins
12. Shelley Northway
13. Jason Dagel
14. Jessica Dagel
15. Sue Tarasi
16. Kathryn Armstrong
17. Susan Hay



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Minutes

Extended Information:

- Regular Board Meeting Minutes June 20, 2022
- Special Board Meeting Minutes June 28, 2022

ATTACHMENTS:

File Name	Description	Type	Upload Date
Minutes with consent agenda 6.20.22.pdf	Minutes 6.20.22	Support Document	7/7/2022
06.28.22 Minutes Only.pdf	Special Board Meeting Minutes - June 28, 2022	Support Document	7/6/2022



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COMMUNITY SCHOOL DISTRICT

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Members Present

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

Board Members Absent

Others in Attendance

1. Call To Order

a. Board Meeting Location

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

b. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

2. Approval Of Agenda

On a motion by Sarah Barthole and seconded by Amy Tagliareni, it was RESOLVED: The board approved a motion to approve and accept this agenda with an amendment to item 5d, personnel report, as recommended.

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

Motion carried 6 - 0.

3. Pledge of Allegiance

4. Communication From The Public

- a. Amber Sommerfeld - AHS Show**
- b. David Niemi - Library Books, AHS Show**
- c. Kimberly Reicks - AHS Show**
- d. Adrien Erickson - AHS Show**
- e. Kathryn Armstrong - Biblical Worldview Class**

5. Consent Agenda

- a. Board Minutes**
 - Regular Board Meeting Minutes June 6, 2022
- b. Open Enrollment**
- c. Paid Bills**
- d. Personnel Report - Amended**
- e. Approval of Consent Agenda**

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

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

Motion carried 6 - 0.

6. Information Only

- a. Year-End Facility Construction Projects**
- b. Facilities & Finance Committee Meeting Minutes - May 2022**

c. Policy Committee Meeting Minutes - April 2022

d. Revenue Expenditure Report - May 2022

e. School Board Vacancies

7. Old Business

a. Construction Change Orders

On a motion by Joy Burk and seconded by Amy Tagliareni, it was RESOLVED: The board approved a motion to approve the construction change orders as presented.

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

Motion carried 6 - 0.

b. Contracts and Agreements

- FY23 Food Service Renewal: Prime Vendor - Martin Brothers Inc.
- FY23 Food Service Renewal: Bakery - Pan O'Gold
- FY23 Food Service Renewal: Dairy - Anderson Erickson Dairy
- FY23 Food Service Renewal: Produce - Loffredo Fresh Produce
- FY23 Food Service Renewal: Chemicals - EMS Detergent
- FY23 Food Service Renewal: Cleaning Grease Trap/Interceptors - Sweet Honey
- Johnson Controls - Renewal Agreement for July 01, 2022-June 30, 2025 for \$12,501.00 for the first year
- MidAmerican Energy Company - Elementary #12 - Gas Main Proposal
- MidAmerican Energy Company - Elementary #12 - Gas Services Proposal
- Juicebox Agreement - Upgrades and enhancements for \$13,650.00
- Des Moines Movers and Shakers - DJ for CHS Homecoming Fall 2022 - \$2,500.00
- Des Moines Public Schools - Contracted Services for Regular Education
- Ankeny Summerfest Vendor Application - July 8-10, 2022
- BSG Strategies - Independent Contractor Agreement - July 1, 2022 - Sept. 30, 2022 for \$6,000.00
- Asset Services Fixed Asset and Building Mechanical/Physical Plant Equipment inventory, valuation, and reconciliation - \$107,000.00
- PowerSchool eFinance Plus - Maintenance Renewal - 2022-23 for \$2,659.35
- PowerSchool eFinance Plus - License Renewal -2022-23 for \$687.96
- First Interstate Bank - MasterCard Smart Data Enrollment Form and Agreement
- Employee & Family Resources - SAP and EAP Renewals - 2022-2023
- College Board - AP Program Renewal - 2022-2023

On a motion by Amy Tagliareni and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve the contracts and agreements as recommended.

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

Motion carried 4 - 0.

Directors abstaining from vote: Johnson, Weldon.

c. Policies - 2nd and Final Reading

- 202.10 Code of Ethics - *Five-year review; changes for consistency and clarity*
- 503.70 Student Performances - *Five-year review; changes for consistency and clarity*
- 505.08 Parent and Family Engagement - *Five-year review; changes for consistency, clarity & alignment with current practice*
- 606.06 Insufficient Classroom Space - *Annual review; changes for consistency and clarity*
- 606.10 Class Size - *Annual review; changes for consistency and clarity*
- 910.00 Crisis Management & Emergency Operations Plans - *Annual review; changes for consistency and clarity*
- 101.00 Mission Statement and Essential Learnings - *Changes to align with new strategic plan*

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approve a motion to approve and accept the second and final policy readings. Policies are for immediate implementation upon second and final reading.

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

Motion carried 6 - 0.

d. Approve Fund Transfer from General Fund to Activity Fund of \$30,000 for Safety Equipment

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve Fund Transfer from General Fund to Activity Fund of \$30,000 for Safety Equipment as recommended.

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

Motion carried 6 - 0.

e. Public Hearing Approving Eligible Categorical Carryover Balances to Flexibility Fund

There were no written or oral comments.

f. Approve Eligible Categorical Carryover Balances to Flexibility Fund

On a motion by Amy Tagliareni and seconded by Sarah Barthole, it was RESOLVED: The board approved a motion to approve the Resolution Approving Eligible Categorical Carryover Balances in the amount of \$105,000 to Flexibility Fund as recommended.

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

Motion carried 6 - 0.

g. Approve Staff and Student Handbook Executive Summaries

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approved a motion to approve the Staff and Student Handbook Executive Summaries as recommended.

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

Weldon.

Motion carried 6 - 0.

8. New Business

a. Appoint/Oath of Office Jennifer Jamison as Board Secretary/Treasurer and School Business Official for 2022-2023

Jennifer Jamison was appointed board secretary/treasurer and school business office official for the 2022-23 school year and board president, Ryan Weldon, administered the oath of office to Ms. Jamison.

b. Approve the General Fund Committed Fund Balance Resolution

On a motion by Amy Tagliareni and seconded by Sarah Barthole, it was RESOLVED: The board approve a motion to approve establishing a committed general fund balance in the amount of \$4,354,700 with \$1,254,700 committed for curriculum adoption, \$1,300,000 for Chromebooks, and \$1,800,000 for Elementary #12 staffing as recommended.

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

Motion carried 6 - 0.

c. Approve Language Instruction Education Program

On a motion by Aaron Johnson and seconded by Joy Burk, it was RESOLVED: The board approve a motion to approve and accept the Language Instruction Education Program as recommended.

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

Motion carried 6 - 0.

9. Board Member Reports

President Weldon acknowledged that this is the last board meeting for the student board representatives. He wanted to invite them back for the next meeting to formally recognize them and thank them for their participation.

Director Claeys had policy meeting last Thursday and they went over many policies for the upcoming school year.

Director Tagliareni attended the facility and finance committee meeting. She wanted to thank Evie and Charlie for their service as student board representatives and asked for feedback on how the year went for them. She thanked Melissa for the information regarding election laws. Last weekend, she attended Ankeny Pride on Friday night and a Juneteenth celebration on Saturday. She enjoyed both events and appreciated seeing the community come together.

Director Barthole attended the policy committee meeting last week.

Director Johnson reminded everyone that when the pandemic began, Ankeny School board meetings began to be streamed live in order to allow the public the ability to attend meetings virtually. During the public communication portion of the meeting, the public is addressing

the board and not the general public. With that being said, Director Johnson requested that if there are technical issues with the live stream, that the board be made aware so they can make a choice to pause the meeting if they so choose.

Student representative Evie Neller has enjoyed being on the board and will miss sitting up there.

10. Superintendent Reports

11. Closed Session

a. Closed Session - Personnel

Superintendent's Recommendation: "I move that we hold a closed session as provided in section 21.5(1)(i) of the open meetings law to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session." (*Roll Call Vote*)

Any action from closed session will be taken in open session.

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board approved a motion to go into closed session at 6:52pm.

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

Motion carried 6 - 0.

On a motion by Sarah Barthole and seconded by Amy Tagliareni, it was RESOLVED: The board approved a motion to reconvene into open session at 8:17pm. No action taken.

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

Motion carried 6 - 0.

12. Adjournment

On a motion by Katie Claeys and seconded by Sarah Barthole, it was RESOLVED: The meeting was adjourned at 8:17pm.

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

Motion carried 6 - 0.

Respectfully Submitted,

Board President

Board Secretary



ANKENY
COMMUNITY SCHOOL DISTRICT

Board of Education Meeting
June 20, 2022

Others in Attendance

1. Shannon Cole
2. Samantha Aukes
3. Sarah Murphy
4. Darin Haack
5. Jennifer Jamison
6. Jessica Dirks
7. George Tracy
8. Jen Lindaman
9. Nancy Lehman
10. Ken Morris, Jr.
11. Tim Simpkins
12. Melissa Schilling
13. Evie Neller
14. Jim Ford
15. Jason Dage
16. Shelley Northway
17. Amber Sommerfeld
18. Jessica Dage
19. Davie Niemi
20. Greg Ploeger
21. Kimberly Reicks
22. Adrien Erickson
23. Sue murphy
24. Sue Tarasi
25. Amber Romans
26. Kathryn Armstrong
27. Angela Miale
28. Thomas Christensen

Open Enrollment – 06/20/22 Board Agenda

Name	Grade	Resident District	Receiving District	School Year
Nina King	K	Ames	Ankeny	2022-23
Chelsi Hartzler	7	Southeast Polk	Ankeny	2022-23
Ulysses Peden	2	Waukee	Ankeny	2022-23
Jackson Biondi	9	Ankeny	DMPS	2022-23
Noah Dunkin	2	Ankeny	North Polk	2022-23
Samantha Nicolet	11	Ankeny	Saydel	2022-23
Grayson Severs	1	Ankeny	Saydel	2022-23
Kali Bunch	K	Ankeny	Southeast Polk	2022-23

Superintendent Recommendation: Approve above open enrollment requests.

Mung Kip	K	DMPS	Ankeny	2022-23
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Superintendent Recommendation: Deny above open enrollment requests.

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Superintendent Recommendation: Approve above open enrolled Varsity participation waiver requests.



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Paid Bills

ATTACHMENTS:

File Name	Description	Type	Upload Date
June 20, 2022 Paid Bills.pdf	June 20, 2022 Paid Bills	Support Document	6/16/2022

PAID BILLS LISTING JUNE 20, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
466829	GENERAL	FIDELITY SECURITY LIFE	\$10,267.48	OTHER DISBURSEMENT
466830	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$59.10	OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$195.76	OTHER DISBURSEMENT
	GENERAL	COLONIAL LIFE PROCESSING CENTER	\$124.85	OTHER DISBURSEMENT
466831	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	\$14,501.84	INSTR DISBURSEMENT
	GENERAL	MADISON NATIONAL LIFE INSURANCE CO.	\$9,509.37	INSTR DISBURSEMENT
466832	GENERAL	UHS PREMIUM BILLING	\$1,226,436.78	OTHER DISBURSEMENT
466833	GENERAL	GENERAL FUND - DENTAL SERVICE	\$89.79	OTHER DISBURSEMENT
466834	GENERAL	GREAT WESTERN BANK	\$2,814.98	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$658.32	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$2,052.76	OTHER DISBURSEMENT
466835	GENERAL	ISOLVED BENEFIT SERVICES	\$35.01	OTHER DISBURSEMENT
466836	GENERAL	TREASURER STATE OF IOWA	\$1,066.30	OTHER DISBURSEMENT
466837	GENERAL	COLLECTION SERVICES CENTER	\$563.26	OTHER DISBURSEMENT
466838	GENERAL	ROTH - COMMON REMITTER	\$675.00	OTHER DISBURSEMENT
466839	GENERAL	COMMON REMITTER SERVICES	\$3,608.01	OTHER DISBURSEMENT
466840	GENERAL	GENERAL FUND - DENTAL SERVICE	\$6,527.03	OTHER DISBURSEMENT
466841	GENERAL	GREAT WESTERN BANK	\$98,170.78	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$38,338.95	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$22,959.16	OTHER DISBURSEMENT
466842	GENERAL	IOWA DEPARTMENT OF REVENUE	\$166.25	OTHER DISBURSEMENT
466843	GENERAL	ISOLVED BENEFIT SERVICES	\$96.95	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$60.00	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$4,090.47	OTHER DISBURSEMENT
466844	GENERAL	NORTHERN HILLS COLLECTIONS INC	\$168.29	OTHER DISBURSEMENT
466845	GENERAL	POLK COUNTY SHERIFF	\$34.07	OTHER DISBURSEMENT
466846	GENERAL	TREASURER STATE OF IOWA	\$23,196.32	OTHER DISBURSEMENT
466847	GENERAL	UNITED STATES TREASURY	\$449.20	OTHER DISBURSEMENT
466849	GENERAL	ABC PEST CONTROL	\$1,471.20	MAINT SERVICE
466850	GENERAL	ABLENET	\$120.00	INSTR SUPPLIES
466851	ATHLETIC	ACE FUNDRAISING	\$5,466.00	INSTR SUPPLIES
466852	GENERAL	ACKELSON SHEET METAL INC	\$783.00	MAINT SERVICE
466853	GENERAL	ADVENTURE LIGHTING INC	\$1,595.78	MAINT SUPPLIES
466854	ACTIVITY	ADVENTURELAND	\$1,440.00	INSTR DUES
466855	GENERAL	AHLERS AND COONEY P.C.	\$363.00	ADMIN SERVICE
466856	ATHLETIC	MARK AMADEO	\$248.00	INSTR OFFICIALS
466857	GENERAL	AMAZON BUSINESS	\$16.97	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$2,965.25	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$345.76	INSTR BOOKS
	GENERAL	AMAZON BUSINESS	\$368.50	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$145.92	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$1,238.81	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$254.80	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$238.10	ADMIN SUPPLIES
466858	GENERAL	AMES COMM SCHOOL DISTRICT	\$3,694.45	INSTR TUITION
	ATHLETIC	AMES COMM SCHOOL DISTRICT	\$185.00	INSTR DUES
466859	ATHLETIC	AMES HIGH SCHOOL	\$125.00	INSTR DUES
466860	ATHLETIC	AMES MIDDLE SCHOOL	\$130.00	INSTR DUES
466861	ATHLETIC	CHRISTOPHER SCOTT ANDERSON	\$135.00	INSTR OFFICIALS
466862	ATHLETIC	HOLLY W ANDERSON	\$499.60	INSTR TRAVEL
466863	GENERAL	ANKENY HARDWARE	\$22.68	MAINT SUPPLIES
	ACTIVITY	ANKENY HARDWARE	\$267.70	INSTR SUPPLIES
	GENERAL	ANKENY HARDWARE	\$20.38	MAINT SUPPLIES
466864	GENERAL	ANKENY SCHOOL FOUNDATION	\$75.00	INSTR REFUNDS
466865	ATHLETIC	APPLE COMPUTER INC	\$296.85	INSTR SUPPLIES
466866	GENERAL	APPLES OF GOLD CENTER FOR LEARNING	\$650.00	ADMIN SERVICE
466867	GENERAL	ARBOR SCIENTIFIC	\$1,543.45	INSTR SUPPLIES
466868	GENERAL	ARC IOWA PT PLUS LLC	\$1,450.00	ADMIN SERVICE
466869	GENERAL	AREA EDUCATION AGENCY 11	\$12.50	INSTR SUPPLIES
466870	GENERAL	ARNOLD MOTOR SUPPLY	\$10.97	MAINT SUPPLIES
466871	GENERAL	JANNETTE ATCHISON	\$125.99	OTHER DISBURSEMENT

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466872	NON STUDENT AGENCY	ATLANTIC BOTTLING CO.	\$48.52	INSTR SUPPLIES
466873	GENERAL	B & H PHOTO-VIDEO	\$2,801.76	INSTR SUPPLIES
466874	GENERAL	BACKGROUND INVESTIGATION BUREAU LLC	\$1,565.50	ADMIN SERVICE
466875	ATHLETIC	HEATH BANKS	\$148.50	INSTR OFFICIALS
466876	GENERAL	CHRISTIAN D BAUGHMAN	\$33.65	INSTR SUPPLIES
466877	ATHLETIC	VAUGHN BELL	\$125.00	INSTR OFFICIALS
466878	ATHLETIC	PAUL BIRD	\$143.00	INSTR OFFICIALS
466879	GENERAL	JILL BJORKLUND	\$262.50	ADMIN SERVICE
466880	GENERAL	DICK BLICK	\$9,806.39	INSTR SUPPLIES
466881	GENERAL	BOBS CUSTOM TROPHIES	\$788.50	ADMIN SUPPLIES
	ATHLETIC	BOBS CUSTOM TROPHIES	\$363.00	INSTR SUPPLIES
466882	ATHLETIC	DREW BOFFELI	\$135.00	INSTR OFFICIALS
466883	ATHLETIC	MATT BOHLMANN	\$125.00	INSTR OFFICIALS
466884	ATHLETIC	BONDURANT FARRAR COMMUNITY SCH	\$150.00	INSTR DUES
466885	GENERAL	THE BOOKSOURCE	\$593.48	INSTR BOOKS
466886	GENERAL	BOONE COMMUNITY SCHOOL DISTRICT	\$27,708.38	INSTR TUITION
466887	ATHLETIC	WILLIAM L BURCHETT	\$43.00	INSTR OFFICIALS
466888	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$6,664.83	MAINT SUPPLIES
466889	ATHLETIC	CARLISLE COMMUNITY SCHOOL DISTRICT	\$240.00	INSTR DUES
466890	GENERAL	CARQUEST AUTO PARTS	\$35.95	MAINT SUPPLIES
466891	ACTIVITY	BRAXTON CARR	\$9,850.00	INSTR SERVICE
466892	GENERAL	MEREDITH CASKEY	\$799.90	ADMIN SERVICE
466893	GENERAL	CEDAR RAPIDS COMM. SCHOOL DISTRICT	\$3,694.44	INSTR TUITION
466894	NON STUDENT AGENCY	CENTRAL IOWA METRO LEAGUE	\$5,055.15	INSTR SERVICE
466895	PPEL	CENTRAL STATES ROOFING	\$64,980.00	CONSTRUCT SERVICE
466896	GENERAL	CHEMSEARCH	\$939.47	MAINT SERVICE
466897	GENERAL	CINTAS	\$412.54	MAINT SUPPLIES
466898	GENERAL	CIT CHARTERS	\$1,514.89	TRANSP SERVICE
466899	GENERAL	CITY OF ANKENY - WATER	\$706.82	MAINT SERVICE
466900	GENERAL	CLAYTON RIDGE COMMUNITY SCHOOLS	\$62,754.80	INSTR TUITION
466901	GENERAL	THE COLLEGE BOARD	\$77,737.00	INSTR SUPPLIES
466902	ATHLETIC	CHRISTOPHER CONLEE	\$125.00	INSTR OFFICIALS
466903	GENERAL	KARI L CONLEY	\$24.64	ADMIN TRAVEL
466904	ACTIVITY	NATHAN COOMBES	\$973.08	INSTR TRAVEL
466905	GENERAL	COVER ONE INC	\$66.90	MEDIA SUPPLIES
466906	ATHLETIC	CATHERINE CREIGHTON	\$248.00	INSTR OFFICIALS
466907	ACTIVITY	CROSSROADS PERCUSSION	\$700.00	INSTR DUES
466908	GENERAL	CYCLONE AWARDS & ENGRAVING INC	\$261.60	INSTR SUPPLIES
	NON STUDENT AGENCY	CYCLONE AWARDS & ENGRAVING INC	\$65.40	INSTR SUPPLIES
	GENERAL	CYCLONE AWARDS & ENGRAVING INC	\$327.00	INSTR SUPPLIES
466909	GENERAL	DALLAS CENTER-GRIMES COMM SCHOOL DI	\$29,555.60	INSTR TUITION
466910	ATHLETIC	DANNCO INC	\$689.22	INSTR SUPPLIES
466911	ATHLETIC	DECKER SPORTING GOODS INC	\$1,405.84	INSTR SUPPLIES
466912	GENERAL	DEMCO INC.	\$117.81	MEDIA SUPPLIES
466913	GENERAL	DENNIS SUPPLY CO	\$92.76	MAINT SUPPLIES
466914	GENERAL	DES MOINES STEEL FENCE CO. INC	\$1,125.00	MAINT SERVICE
466915	SAVE - CP	DEVRIES ELECTRIC INC	\$120,246.25	CONSTRUCT SERVICE
466916	ATHLETIC	MIKE DICK	\$86.00	INSTR OFFICIALS
466917	GENERAL	DRI-STICK DECAL CORP	\$420.00	ADMIN SUPPLIES
466918	ATHLETIC	DRUE WOLFE	\$1,000.00	INSTR SERVICE
466919	ATHLETIC	MAX DUNLAP	\$245.00	INSTR OFFICIALS
466920	GENERAL	DURHAM SCHOOL SERVICES	\$570,879.27	TRANSP SERVICE
	ACTIVITY	DURHAM SCHOOL SERVICES	\$224.87	TRANSP SERVICE
	GENERAL	DURHAM SCHOOL SERVICES	\$83,488.53	TRANSP SERVICE
466921	GENERAL	EAB	\$26,887.00	ADMIN SERVICE
466922	GENERAL	EASTER SEALS	\$75.00	INSTR SUPPLIES
466923	GENERAL	ECHO ELECTRIC SUPPLY CO	\$841.33	MAINT SUPPLIES
466924	GENERAL	ELITE GLASS AND METAL LLC	\$855.00	MAINT SERVICE
466925	GENERAL	EMBARK IT INC	\$1,499.00	ADMIN EQUIP
466926	GENERAL	ENABLING DEVICES	\$127.95	INSTR SUPPLIES
466927	GENERAL	FIBER PLATFORM LLC	\$2,828.00	ADMIN SERVICE

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466928	GENERAL	FILTER SHOP INC.	\$605.25	MAINT SERVICE
	GENERAL	FILTER SHOP INC.	\$567.92	MAINT SUPPLIES
	GENERAL	FILTER SHOP INC.	\$57.83	MAINT SUPPLIES
466929	GENERAL	FIRST INTERSTATE BANK	\$383.82	OTHER DISBURSEMENT
466930	GENERAL	FOLLETT CONTENT SOLUTIONS LLC	\$491.05	MEDIA BOOKS
466931	GENERAL	FOLLETT SCHOOL SOLUTIONS	\$162.00	MEDIA SUPPLIES
466932	GENERAL	FORMLABS INC	\$223.06	INSTR SUPPLIES
466933	ATHLETIC	FORT DODGE COMMUNITY SCHOOL	\$50.00	INSTR DUES
466934	GENERAL	FRANKLINCOVEY	\$35,139.76	ADMIN SERVICE
466935	GENERAL	FRONTSTREAM HOLDINGS LLC	\$418.50	ADMIN SERVICE
466936	ATHLETIC	DENNIS FRYE	\$125.00	INSTR OFFICIALS
466937	ACTIVITY	FUTURE BUSINESS LEADERS OF AMERICA	\$252.00	INSTR DUES
466938	GENERAL	GALLAGHER BENEFIT SERVICES INC	\$5,000.00	ADMIN SERVICE
466939	GENERAL	GENERAL FIRE & SAFETY EQUIPMENT	\$79.00	MAINT SERVICE
466940	GENERAL	GILBERT COMMUNITY SCHOOL DISTRICT	\$5,911.11	INSTR TUITION
466941	GENERAL	EMILI GONZALEZ	\$65.64	OTHER DISBURSEMENT
466942	GENERAL	GOPHER SPORT	\$1,506.02	INSTR SUPPLIES
466943	GENERAL	W.W. GRAINGER INC.	\$785.49	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$354.80	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$583.33	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$309.63	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$92.50	MAINT SUPPLIES
466944	GENERAL	GRAYBAR ELECTRIC COMPANY INC	\$7,687.48	MAINT SUPPLIES
466945	ATHLETIC	TYLAR GREENE	\$125.00	INSTR OFFICIALS
466946	ATHLETIC	JORGE HARWOOD	\$123.00	INSTR OFFICIALS
466947	ATHLETIC	JOE A HAVENHILL	\$143.00	INSTR OFFICIALS
466948	GENERAL	HEARTLAND BUSINESS SYSTEMS LLC	\$112,160.59	ADMIN SUPPLIES
	GENERAL	HEARTLAND BUSINESS SYSTEMS LLC	\$32,565.00	ADMIN SERVICE
466949	ATHLETIC	DARREN A HERROLD	\$123.00	INSTR OFFICIALS
466950	GENERAL	HOUGHTON-MIFFLIN COMPANY	\$2,923.80	INSTR BOOKS
466951	ATHLETIC	TYLER M HOVICK	\$135.00	INSTR OFFICIALS
466952	GENERAL	HYDRONIC ENERGY INC.	\$43.46	MAINT SUPPLIES
	GENERAL	HYDRONIC ENERGY INC.	\$5,980.00	MAINT SUPPLIES
466953	ACTIVITY	HY-VEE - N. ANKENY BLVD	\$19.31	INSTR SUPPLIES
	NON STUDENT AGENCY	HY-VEE - N. ANKENY BLVD	\$23.96	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$43.36	ADMIN SUPPLIES
	ATHLETIC	HY-VEE - N. ANKENY BLVD	\$67.94	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$155.59	INSTR SUPPLIES
466954	ATHLETIC	HY-VEE - PRAIRIE TRAIL	\$27.98	INSTR SUPPLIES
	ACTIVITY	HY-VEE - PRAIRIE TRAIL	\$173.04	INSTR SUPPLIES
466955	GENERAL	IAT INTERACTIVE LLC	\$478.00	INSTR SUPPLIES
466956	ATHLETIC	INDIAN HILLS JR. HIGH SCHOOL	\$70.00	INSTR DUES
466957	ATHLETIC	INDIANOLA ATHLETIC DEPARTMENT	\$60.00	INSTR DUES
466958	GENERAL	INFOMAX OFFICE SYSTEMS	\$2,183.53	ADMIN SUPPLIES
	GENERAL	INFOMAX OFFICE SYSTEMS	\$2,215.96	ADMIN SERVICE
	GENERAL	INFOMAX OFFICE SYSTEMS	\$160.00	ADMIN SERVICE
466959	GENERAL	INSTRUCTIONAL COACHING GROUP LLC	\$124.93	ADMIN SUPPLIES
466960	GENERAL	INTERSTATE ALL BATTERY CENTER	\$881.45	MAINT SUPPLIES
466961	GENERAL	IOWA ASSOC OF SCHOOL BOARDS	\$150.00	ADMIN DUES
466962	GENERAL	IOWA ASSOCIATION OF SCHOOL BUSINESS	\$700.00	ADMIN DUES
466963	GENERAL	IOWA COMMUNICATIONS NETWORK	\$394.41	ADMIN SERVICE
466964	ATHLETIC	IOWA HIGH SCHOOL ATHLETIC ASSOC.	\$150.00	INSTR SUPPLIES
466965	GENERAL	IOWA HOME CARE WEST DES MOINES	\$12,075.00	INSTR SERVICE
466966	GENERAL	IOWA INTERNATIONAL CENTER	\$750.00	ADMIN SERVICE
466967	GENERAL	UNDERGROUND LOCATION COMPANY	\$539.60	MAINT SERVICE
466968	GENERAL	IOWA READING ASSOCIATION	\$3,990.00	ADMIN SERVICE
466969	ATHLETIC	IOWA STATE BAR ASSOCIATION	\$200.00	INSTR DUES
466970	GENERAL	IOWA STATE UNIVERSITY	\$15,400.00	ADMIN SERVICE
	GENERAL	IOWA STATE UNIVERSITY	\$400.00	MAINT SERVICE
	GENERAL	IOWA STATE UNIVERSITY	\$5,500.00	MAINT SERVICE
466971	ATHLETIC	JEROLD R JAEGER	\$250.00	INSTR OFFICIALS

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466972	ATHLETIC	WILLIAM J JESSE	\$86.00	INSTR OFFICIALS
466973	GENERAL	JOSTENS	\$197.75	ADMIN SUPPLIES
	GENERAL	JOSTENS	\$100.54	ADMIN SUPPLIES
466974	ATHLETIC	ADAM JUHL	\$86.00	INSTR OFFICIALS
466975	ATHLETIC	MICHAEL KAISER	\$86.00	INSTR OFFICIALS
466976	GENERAL	KELE INC	\$674.40	MAINT SUPPLIES
466977	ATHLETIC	WILLIAM KELLY	\$180.00	INSTR OFFICIALS
466978	GENERAL	KENDALL HUNT PUBLISHING COMPANY	\$3,900.00	INSTR SUPPLIES
466979	ATHLETIC	THOMAS KIRK	\$135.00	INSTR OFFICIALS
466980	ATHLETIC	DEAN KIRKPATRICK	\$270.00	INSTR OFFICIALS
466981	ATHLETIC	CHRIS KNEE	\$123.00	INSTR OFFICIALS
466982	ATHLETIC	JOHN T KOPECKY	\$120.00	INSTR OFFICIALS
466983	SAVE - CP	KRUCK PLUMBING & HEATING CO INC	\$99,120.15	CONSTRUCT SERVICE
466984	ATHLETIC	BLAKE KRUGER	\$240.00	INSTR OFFICIALS
466985	GENERAL	LAKESHORE LEARNING MATERIALS	\$61.69	INSTR SUPPLIES
466986	GENERAL	LANGFORD INTERNATIONAL INC	\$170.50	ADMIN SUPPLIES
466987	GENERAL	LANGUAGETECH INC	\$298.35	ADMIN SERVICE
466988	ATHLETIC	GREGORY LEACH	\$125.00	INSTR OFFICIALS
466989	ACTIVITY	SAMUEL STEPHAN LEE	\$400.00	INSTR SERVICE
466990	SAVE - CP	LIBRARY FURNITURE INTERNATIONAL INC	\$5,080.00	CONSTRUCT EQUIP
	SAVE - CP	LIBRARY FURNITURE INTERNATIONAL INC	\$49,750.00	CONSTRUCT SUPPLIES
466991	GENERAL	LIVING HISTORY FARMS	\$684.75	INSTR DUES
466992	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$80.00	MEDIA SUPPLIES
	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$579.11	INSTR SUPPLIES
466993	GENERAL	MAIL SERVICES LLC	\$1,439.12	ADMIN SERVICE
466994	GENERAL	MAJESTIC LIMOUSINE SERVICE LLC	\$2,168.40	TRANSP SERVICE
466995	NON STUDENT AGENCY	MARTIAL ARTS AMERICA LTD	\$277.50	COMM ENG SERVICE
466996	GENERAL	MARTIN BROTHERS	\$1,166.79	INSTR SUPPLIES
	ACTIVITY	MARTIN BROTHERS	\$42.94	INSTR SUPPLIES
466997	GENERAL	TREVOR MCDOWELL	\$412.11	ADMIN TRAVEL
466998	GENERAL	JESSICA MCGRAW	\$102.84	MEDIA REFUNDS
466999	ATHLETIC	PAUL MEFFORD	\$250.00	INSTR OFFICIALS
467000	GENERAL	MENARDS	\$65.66	MAINT SUPPLIES
	ATHLETIC	MENARDS	\$192.25	INSTR SUPPLIES
	GENERAL	MENARDS	\$686.54	INSTR SUPPLIES
	GENERAL	MENARDS	\$235.79	MAINT SUPPLIES
	GENERAL	MENARDS	\$204.97	MAINT SUPPLIES
	GENERAL	MENARDS	\$67.98	MAINT SUPPLIES
467001	ATHLETIC	MILLER MIDDLE SCHOOL	\$60.00	INSTR DUES
467002	ATHLETIC	RONALD MILLER	\$87.43	INSTR SERVICE
467003	GENERAL	MOR-4-DESIGNS LLC	\$700.00	INSTR SUPPLIES
467004	GENERAL	MUSIC IN MOTION	\$42.90	INSTR SUPPLIES
467005	GENERAL	NANOPAC INC	\$4,998.20	INSTR EQUIP
467006	GENERAL	NASCO	\$144.99	INSTR SUPPLIES
467007	ACTIVITY	NATL ASSC OF SEC SCHOOL PRINCIPAL	\$385.00	INSTR DUES
467008	ATHLETIC	NEWTON COMMUNITY SCHOOL DIST	\$100.00	INSTR DUES
467009	GENERAL	OFFICE DEPOT	\$35.67	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$172.34	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$5,527.76	INSTR SUPPLIES
467010	SAVE - CP	OLP CONSTRUCTION LLC	\$578,273.67	CONSTRUCT SERVICE
467011	ATHLETIC	ON DECK SPORTS	\$1,785.96	INSTR SUPPLIES
	ATHLETIC	ON DECK SPORTS	\$779.00	INSTR EQUIP
467012	GENERAL	ONENECK IT SOLUTIONS	\$575.00	ADMIN SUPPLIES
467013	GENERAL	OPC DIRECT	\$2,796.66	ADMIN SUPPLIES
467014	GENERAL	BRANDON ORTIZ JR	\$137.25	ADMIN TRAVEL
467015	GENERAL	THE PAPER CORPORATION	\$8,670.40	MAINT SUPPLIES
467016	ATHLETIC	JOHN PARSONS	\$86.00	INSTR OFFICIALS
467017	GENERAL	HAILEY PASCOE	\$425.73	OTHER DISBURSEMENT
467018	GENERAL	J W PEPPER	\$326.23	INSTR SUPPLIES
467019	GENERAL	THE PERCUSSION SOURCE	\$1,891.81	INSTR SUPPLIES

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467020	GENERAL	RITA M. PEREA	\$9,000.00	ADMIN SERVICE
467021	GENERAL	PERFICUT LAWN & LANDSCAPE INC	\$360.00	MAINT SERVICE
467022	ATHLETIC	PERFORMANCE AWARDS CENTER	\$981.75	INSTR SUPPLIES
467023	ATHLETIC	PERRY HIGH SCHOOL	\$100.00	INSTR DUES
467024	GENERAL	PHILLIPS' FLOORS INC	\$55.00	INSTR SUPPLIES
	GENERAL	PHILLIPS' FLOORS INC	\$55.00	ADMIN SUPPLIES
467025	GENERAL	PIONEER VALLEY BOOKS	\$676.50	INSTR SUPPLIES
467026	GENERAL	PLUMB SUPPLY CO.	\$1,655.87	MAINT SUPPLIES
	GENERAL	PLUMB SUPPLY CO.	\$14,894.35	MAINT SUPPLIES
	GENERAL	PLUMB SUPPLY CO.	\$193.80	MAINT SUPPLIES
467027	GENERAL	POSTMASTER	\$1,714.00	ADMIN SERVICE
467028	GENERAL	PREMIER A&B SERVICES	\$114.44	MAINT SUPPLIES
	GENERAL	PREMIER A&B SERVICES	\$28.26	MAINT SUPPLIES
	GENERAL	PREMIER A&B SERVICES	\$147.36	MAINT SUPPLIES
467029	GENERAL	CHRISTINE C PRIMROSE	\$31.95	ADMIN TRAVEL
467030	GENERAL	VILDANA RAMIC	\$295.82	OTHER DISBURSEMENT
467031	GENERAL	LAMPO GROUP LLC	\$7,770.00	ADMIN SUPPLIES
467032	GENERAL	KENNA RASMUSSEN	\$153.47	OTHER DISBURSEMENT
467033	GENERAL	RESOURCE SERVICES INC	\$480.00	MAINT SERVICE
467034	NON STUDENT AGENCY	REVTRAK	\$29.95	COMM ENG SERVICE
467035	ATHLETIC	RIDDELL/ALL AMERICAN SPORTS CORP	\$1,786.80	INSTR SUPPLIES
467036	GENERAL	FRANK RIEMAN MUSIC INC	\$632.36	INSTR SUPPLIES
	GENERAL	FRANK RIEMAN MUSIC INC	\$15.75	INSTR SERVICE
	GENERAL	FRANK RIEMAN MUSIC INC	\$10,149.00	INSTR EQUIP
467037	GENERAL	RIVERSIDE INSIGHTS	\$243.77	INSTR SERVICE
467038	ATHLETIC	LAWAYNE S ROGERS	\$143.00	INSTR OFFICIALS
467039	GENERAL	SARA ROSS	\$64.00	ADMIN REFUNDS
467040	SAVE - CP	SANDSTONE MANAGEMENT LTD.	\$94,330.25	CONSTRUCT SERVICE
467041	ATHLETIC	TODD SAVAGE	\$135.00	INSTR OFFICIALS
467042	GENERAL	SCHIPPERS ELECTRIC LLC	\$218.75	MAINT SUPPLIES
467043	ATHLETIC	CAROL E SCHLEIHS	\$172.00	INSTR OFFICIALS
467044	GENERAL	SCHOLASTIC INC	\$245.58	INSTR SUPPLIES
467045	GENERAL	SCHOLASTIC INC/MAGAZINES	\$818.68	INSTR SUPPLIES
467046	ATHLETIC	NOLAN SCHONHORST	\$120.00	INSTR OFFICIALS
467047	GENERAL	SCHOOL SPECIALTY LLC	\$313.69	INSTR SUPPLIES
467048	ATHLETIC	THOMAS D SCHREURS	\$123.00	INSTR OFFICIALS
467049	ATHLETIC	MICHAEL SCIURBA	\$125.00	INSTR OFFICIALS
467050	ATHLETIC	ROBERT SCOTT	\$265.75	INSTR TRAVEL
467051	ATHLETIC	KELLY J SEARS	\$334.00	INSTR OFFICIALS
467052	ACTIVITY	SECURITAS SECURITY SERVICES USA INC	\$161.24	INSTR SERVICE
	GENERAL	SECURITAS SECURITY SERVICES USA INC	\$204.21	ADMIN SERVICE
	ATHLETIC	SECURITAS SECURITY SERVICES USA INC	\$309.01	INSTR SERVICE
467053	ACTIVITY	SENIOR CLASS GRADUATION PRODUCTS	\$275.41	INSTR SUPPLIES
467055	GENERAL	SETPOINT MECHANICAL SERVICES LLC	\$28,604.30	MAINT SERVICE
	GENERAL	SETPOINT MECHANICAL SERVICES LLC	\$9,933.86	MAINT SUPPLIES
467056	SAVE - CP	SGH REDGLAZE HOLDINGS INC	\$86,043.40	CONSTRUCT SERVICE
467057	ATHLETIC	SHERWIN-WILLIAMS CO	\$239.22	INSTR SUPPLIES
467058	GENERAL	SLEISTER MUSIC	\$2,950.00	INSTR EQUIP
467059	ATHLETIC	DOUGLAS SMITH	\$120.00	INSTR OFFICIALS
467060	GENERAL	SMITH'S SEWER SERVICE INC	\$536.00	MAINT SERVICE
	GENERAL	SMITH'S SEWER SERVICE INC	\$150.45	MAINT SUPPLIES
467061	ATHLETIC	SOUTHEAST POLK HIGH SCHOOL	\$90.00	INSTR DUES
467062	ATHLETIC	JOHN SPROLE	\$43.00	INSTR OFFICIALS
467063	SAVE - CP	STAHL CONSTRUCTION CO.	\$82,987.06	CONSTRUCT SERVICE
467064	GENERAL	SUNDANCE	\$2,042.56	INSTR SUPPLIES
467065	GENERAL	TEACHER CREATED RESOURCES	\$48.97	INSTR SUPPLIES
467066	GENERAL	TEXTHELP INC	\$2,880.00	INSTR SERVICE
467067	GENERAL	TK ELEVATOR CORP	\$1,945.18	MAINT SERVICE
467068	ACTIVITY	NATE TOBEY	\$126.92	INSTR TRAVEL
467069	ATHLETIC	TRIBE 99 CHOREOGRAPHY LLC	\$3,500.00	INSTR SUPPLIES
467070	GENERAL	TRIPLETT OFFICE ESSENTIALS	\$441.75	ADMIN SUPPLIES

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467071	ATHLETIC	TREVOR TROTTER	\$60.00	INSTR OFFICIALS
467072	GENERAL	ULINE	\$535.28	ADMIN SUPPLIES
467073	SAVE - DEBT SERVICE	UMB (F/K/A BANKERS TRUST)	\$1,200.00	DEBT SVC SERVICE
	DEBT SERVICE	UMB (F/K/A BANKERS TRUST)	\$600.00	DEBT SVC SERVICE
467074	ATHLETIC	ANDREW UMTHUN	\$30.00	INSTR SUPPLIES
	ATHLETIC	ANDREW UMTHUN	\$57.80	INSTR TRAVEL
467075	GENERAL	UNITYPOINT AT HOME	\$12,817.50	INSTR SERVICE
467076	NON STUDENT AGENCY	UNIVERSITY OF NORTHERN IOWA	\$250.00	INSTR REFUNDS
467077	ATHLETIC	VALLEY HIGH SCHOOL	\$540.00	INSTR DUES
467078	GENERAL	VAN METER COMPANY	\$1,327.29	MAINT SUPPLIES
467079	GENERAL	VAN WALL EQUIPMENT INC	\$79.18	MAINT SUPPLIES
	GENERAL	VAN WALL EQUIPMENT INC	\$644.57	MAINT SUPPLIES
467080	GENERAL	VERITIV OPERATING CO	\$1,938.92	ADMIN SUPPLIES
467081	GENERAL	VERNIER SOFTWARE	\$341.14	INSTR SUPPLIES
467082	GENERAL	VHF SALES INC	\$1,588.00	MAINT SUPPLIES
467083	GENERAL	VIRCO INC	\$1,882.44	ADMIN SUPPLIES
	GENERAL	VIRCO INC	\$3,515.40	INSTR SUPPLIES
467084	ACTIVITY	VISAUDIO DESIGNS LLC	\$750.00	INSTR SUPPLIES
467085	GENERAL	WALSH DOOR & HARDWARE	\$1,642.52	MAINT SUPPLIES
467086	GENERAL	WARDS NATURAL SCIENCE INC	\$476.08	INSTR SUPPLIES
467087	GENERAL	WASTE MANAGEMENT OF IOWA	\$449.38	MAINT SERVICE
467088	ATHLETIC	WAUKEE COMMUNITY SCHOOLS	\$150.00	INSTR DUES
467089	ATHLETIC	WAUKEE NORTHWEST HIGH SCHOOL	\$100.00	INSTR DUES
467090	GENERAL	WD DOOR	\$453.00	MAINT SERVICE
467091	GENERAL	PAMELA WESLEY	\$2,330.38	ADMIN SERVICE
467092	GENERAL	WEST MUSIC COMPANY	\$342.38	INSTR SUPPLIES
467093	GENERAL	WEST WIND EDUCATION POLICY INC	\$4,900.00	ADMIN SERVICE
467094	GENERAL	WESTERN STATES ENVELOPE COMPANY	\$1,433.60	ADMIN SUPPLIES
467095	GENERAL	MEGAN R WILLIAMS	\$92.76	ADMIN TRAVEL
467096	GENERAL	WIPEBOOK CORP	\$1,024.31	INSTR SUPPLIES
467097	GENERAL	WOODBURN PRESS LLC	\$57.50	ADMIN SUPPLIES
467098	GENERAL	WOODWARD-GRANGER COMM. SCHOOLS	\$11,083.35	INSTR TUITION
467099	NON STUDENT AGENCY	YOUTH ENRICHMENT LEAGUE	\$3,033.50	COMM ENG SERVICE
467100	GENERAL	ZANER-BLOSER INC	\$9,617.07	INSTR BOOKS
467101	GENERAL	NAVIGATE360 LLC	\$11,000.00	MAINT SUPPLIES
467102	GENERAL	CODEHS INC	\$13,000.00	INSTR SUPPLIES
467103	GENERAL	COMPUTER INFORMATION CONCEPTS	\$38,485.00	ADMIN SERVICE
	GENERAL	COMPUTER INFORMATION CONCEPTS	\$116,114.00	ADMIN SUPPLIES
	GENERAL	COMPUTER INFORMATION CONCEPTS	\$25,242.00	ADMIN SERVICE
467104	ATHLETIC	FIRST INTERSTATE BANK	\$600.00	ATHLETIC CHANGE CASH
467105	GENERAL	IN PLANT PRINTING AND MAILING ASSOC	\$350.00	ADMIN DUES
467106	GENERAL	IOWA ASSOC OF SCHOOL BOARDS	\$12,589.00	ADMIN DUES
	GENERAL	IOWA ASSOC OF SCHOOL BOARDS	\$775.00	ADMIN SERVICE
467107	GENERAL	IOWA SCHOOL FINANCE INFORMATION SER	\$3,497.90	ADMIN DUES
467108	GENERAL	NATIONAL SCHOOL BOARD ASSOC.	\$5,335.00	ADMIN DUES
467109	GENERAL	OPG 3 INC	\$6,912.00	ADMIN SERVICE
467110	GENERAL	SEVERIN INTERMEDIATE HOLDINGS LLC	\$47,124.78	ADMIN SERVICE
467111	GENERAL	URBAN EDUCATION NETWORK OF IOWA	\$10,750.00	ADMIN DUES
		GENERAL FUND SUB-TOTAL	\$4,388,902.38	
16175	ATHLETIC	FIRST INTERSTATE BANK	\$5,700.00	ATHLETIC CHANGE CASH
16176	ATHLETIC	FIRST INTERSTATE BANK	\$9,000.00	ATHLETIC CHANGE CASH
16177	GENERAL	CITY OF ANKENY - WATER	\$35,582.83	MAINT SERVICE
16178	GENERAL	MEDIACOM	\$269.95	ADMIN SERVICE
16179	GENERAL	WINDSTREAM	\$1,045.36	ADMIN SERVICE
16187	GENERAL	AMAZON BUSINESS	\$31,295.21	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$157.97	ADMIN SUPPLIES
	ATHLETIC	AMAZON BUSINESS	\$202.73	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$113.96	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$38.29	INSTR SUPPLIES

PAID BILLS LISTING JUNE 20, 2022
 ANKENY CSD BOARD MEETING FISCAL 2021-22

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
	GENERAL	AMAZON BUSINESS	\$297.60	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$1,554.66	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$6,024.95	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$20.31	MEDIA SUPPLIES
	GENERAL	AMAZON BUSINESS	\$19.68	MEDIA BOOKS
	GENERAL	AMAZON BUSINESS	\$115.80	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$167.71	MEDIA EQUIP
	GENERAL	AMAZON BUSINESS	\$930.28	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$2.83	MAINT SUPPLIES
	GENERAL	AMAZON BUSINESS	\$28.45	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$19.52	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$28.45	ADMIN SUPPLIES
	ACTIVITY	AMAZON BUSINESS	\$258.86	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$193.35	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$153.58	ADMIN DISBURSEMENT
16188	GENERAL	INTERWORKS	\$11,000.00	ADMIN SERVICE
16189	ATHLETIC	FIRST INTERSTATE BANK	\$3,700.00	ATHLETIC CHANGE CASH
16190	ATHLETIC	FIRST INTERSTATE BANK	\$9,400.00	ATHLETIC CHANGE CASH
16191	SAVE - CP	CITY OF ANKENY	\$102,455.00	CONSTRUCT SERVICE
16192	ATHLETIC	ALLIE LOU PHOTOGRAPHY LLC	\$400.00	INSTR SERVICE
16193	GENERAL	CENTURY LINK	\$232.88	ADMIN SERVICE
16194	GENERAL	UNITED STATES CELLULAR	\$850.80	ADMIN SERVICE
16195	GENERAL	VERIZON WIRELESS	\$516.14	ADMIN SERVICE
		GENERAL FUND SUB-TOTAL	\$221,777.15	
		GENERAL FUND GRAND TOTAL	\$4,610,679.53	
700688	CHILD CARE FUND	DURHAM SCHOOL SERVICES	\$23,408.00	TRANSP SERVICE
700689	CHILD CARE FUND	WEE'S TEES LLC	\$4,387.41	INSTR SUPPLIES
		CHILD CARE FUND SUB-TOTAL	\$27,795.41	
20186	CHILD CARE FUND	AMAZON BUSINESS	\$2,852.64	INSTR SUPPLIES
	CHILD CARE FUND	AMAZON BUSINESS	\$122.75	INSTR SUPPLIES
20187	CHILD CARE FUND	VERIZON WIRELESS	\$463.32	ADMIN SERVICE
		CHILD CARE FUND SUB-TOTAL	\$3,438.71	
		CHILD CARE FUND GRAND TOTAL	\$31,234.12	
246446	NUTRITION	BROOKE CHAMBERLIN	\$34.90	NUTRITION REFUNDS
246447	NUTRITION	TINA CHRISTMAN	\$72.35	NUTRITION REFUNDS
246448	NUTRITION	JULIE CRONK	\$11.00	NUTRITION REFUNDS
246449	NUTRITION	KIM DANIELSEN	\$393.65	NUTRITION REFUNDS
246450	NUTRITION	HEATHER DAVIS	\$21.05	NUTRITION REFUNDS
246451	NUTRITION	MOLLIE DUKE	\$41.10	NUTRITION REFUNDS
246452	NUTRITION	EMS DETERGENT SERVICES	\$58.67	NUTRITION SUPPLIES
246453	NUTRITION	SARAH FERREE	\$17.20	NUTRITION REFUNDS
246454	NUTRITION	GOODWIN TUCKER GROUP	\$1,752.53	MAINT SERVICE
246456	NUTRITION	LOFFREDO FRESH PRODUCE CO	\$16,034.31	NUTRITION SUPPLIES
246460	NUTRITION	MARTIN BROTHERS	\$40,634.25	NUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS	\$8,409.01	NUTRITION SUPPLIES
246461	NUTRITION	CHRISTINE MCGUIRE	\$5.80	NUTRITION REFUNDS
		NUTRITION FUND GRAND TOTAL	\$67,485.82	

PAID BILLS LISTING JUNE 20, 2022
ANKENY CSD BOARD MEETING FISCAL 2021-22

This is to certify that the following expenditures have been approved this 20th day of June, 2022

General Fund/Student Activity/Capital Projects/PPEL/Debt Service/SAVE	\$ 4,610,679.53
Childcare Fund	\$ 31,234.12
Nutrition Fund	\$ 67,485.82

Ryan Weldon, President

Aaron Johnson, Vice President

Sarah Barthole

Joy Burk

Katie Claeys

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_6.20.22.pdf	Personnel Report 6.20.22	Support Document	6/17/2022



ANKENY COMMUNITY SCHOOL DISTRICT

AMENDED Personnel Memorandum June 20, 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 22-23

*pending background check and/or post offer physical assessment

Appointments - Certified

Employee	Position	Location	Notes
Trisha Kempton	2nd Grade Teacher	Westwood Elementary	Transferring from 1st Grade Teacher at East Elementary
Ann Lee	Math Teacher	Prairie Ridge Middle School	
Morgan Modlin	5th Grade Teacher	Northeast Elementary	Pending background check

Appointments - Classified / Confidential

Employee	Position	Location	Notes
Cindy Ayers	Lead Associate	Crocker Elementary	
Maren Hubbard	Lead Associate	East Elementary	
Heidi Peterson	Lead Associate	Terrace Learning Center	
Emily Dunn	Lead Associate	Westwood Elementary	
Mihneta Mujic	Custodian	Southview Middle School	Transferring from Ashland Ridge Elementary
Susan Brown	Secretary	Centennial High	Transferring from Prairie Ridge Middle School

Melissa Becker	Lead Associate	Northeast Elementary	
Christine Holmes	Lead Associate	Rock Creek Elementary	
Elizabeth Boyd	Secretary	Centennial High	Reassigned from 9 month secretary to 10 month secretary

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Sara Midkiff	Interpreter	Terrace Learning Center	Resignation
Emily Swales	Special Education Associate	Heritage Elementary	Resignation
Tina Christman	Curriculum Assistant	District Office	Resignation
Alena Zakharova	Special Education Associate	Centennial High	Resignation

Appointments - Administrative

Employee	Position	Location	Notes
Blake Cruikshank	Activities Supervisor	Centennial High	
Rumor Darr	Assistant Principal	Ashland Ridge Elementary	
Kathleen Steffen	Associate Principal	Prairie Ridge Middle School	Transferring from Assistant Principal at Prairie Ridge Middle School
Dr. Jeffrey Grassmeyer	Associate Principal	Centennial High	
Justin Herrick	District Mentoring Specialist	District Office	Transferring from English Teacher at AHS
Seith Monahan	Associate Principal	Ankeny High	Reassign from SBSS at Ankeny High

Resignations - Administrative

Employee	Position	Location	Notes
Dana Tracy	Literacy Specialist	District Office	Declined offer, after board approval
Andrea Bruns	Associate Principal	Prairie Ridge Middle School	Resignation
Jason Young	Safety Coordinator	District Office	Declined offer after board approval

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Cole Ashman	10th Assistant Football	Centennial High	
Brett Beckman	8th Assistant Volleyball	Northview	
Steve Glenn	8th Head Boys Cross Country	Southview	
Dustin Roland	Head Girls Wrestling	Ankeny High/Centennial High	
Heather Schmidt	8th Head Volleyball	Northview	Pending Background
Amber Medici	8th Assistant Girls Cross Country	Southview	
Brittney Lancial	JV2 Head Girls Basketball	Southview	
Ryan Webb	8th Assistant Boys Basketball	Southview	
Linka Pace	Student Council Advisory	Centennial High	
Abigail Hoshaw	Student Council Advisory	Centennial High	

Resignations - Extra Curricular

Employee	Position	Location	Notes
Emily Aukes	9th Fall Cheerleading Coach	Northview	Resignation



ANKENY
COMMUNITY SCHOOL DISTRICT

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

*Minutes
Special Board Meeting
June 28, 2022
12:00 PM*

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

1. Call To Order

a. Board Meeting Location

The board meeting will be held at Prairie Ridge Middle School, 1010 NW Prairie Ridge Dr., Ankeny, IA 50023

b. Board Meeting Access

Livestream: www.YouTube.com/AnkenySchools

c. Board Members Present

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

d. Others in Attendance

See Attached List

2. Approval Of Agenda

On a motion by Katie Claeys and seconded by Amy Tagliareni, it was RESOLVED: The Board approved the motion to approve and accept this agenda without amendment. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Tagliareni, Weldon.
Motion carried 6 - 0.

3. Pledge of Allegiance

4. Information Only

a. Discussion: Considerations for Filling Vacant Board Seat

5. New Business

a. Appoint New Board Member to Fill Vacancy

On a motion by Sarah Barthole and seconded by Amy Tagliareni, it was RESOLVED: The Board approved the appointment of Joshua Palik to fill the School Board vacancy created by the resignation of Trent Murphy until the next regular school election, unless there is an intervening special election for the school district. Board Secretary Jennifer Jamison administered the Oath of Office to Director Joshua Palik who answered in the affirmative. Directors Voting in favor of the motion: Ayes: Barthole, Burk, Claeys, Johnson, Tagliareni, Weldon.

Motion carried 6 - 0.

6. Adjournment

On a motion by Sarah Barthole and seconded by Joy Burk, it was RESOLVED: The board meeting adjourned at 12:29 p.m.

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

Motion carried 6 - 0.

Respectfully Submitted,

Board President

Board Secretary



ANKENY
COMMUNITY SCHOOL DISTRICT

Board of Education Meeting
June 28, 2022 - Special

Others in Attendance

1. Darin Haack
2. Jennifer Jamison
3. Jessica Dirks
4. Dr. Erick Pruitt
5. Melissa Schilling
6. Shelly Rouse
7. Shannon Cole
8. Shelley Northway
9. Kelcy Lofren
10. Adam Lust
11. Kerry Lust
12. Beth Wartick
13. Jessica Van Winkle
14. Jenn Dreier
15. Molly Buck
16. Jason Dage
17. Emily Palik
18. Joshua Palik
19. Lori Staples
20. Sue Tarasi
21. Kim Sidwell-Frame
22. Kira Barker
23. Chris Higgins



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Open Enrollment

ATTACHMENTS:

File Name	Description	Type	Upload Date
07-11-22_Open_Enrollment.pdf	July 11, 2022- Open Enrollment	Support Document	7/6/2022

Open Enrollment – 07/11/22 Board Agenda

Name	Grade	Resident District	Receiving District	School Year
Lyla Welch	K	DMPS	Ankeny	2022-23
Dillon Tisl	K	Saydel	Ankeny	2022-23
Emberlynn Tisl	4	Saydel	Ankeny	2022-23
Skyland Jackman	11	Ankeny	CAM	2022-23
Sydnee Jurgensen	11	Ankeny	CAM	2022-23
William Maddy	9	Ankeny	Clayton Ridge	2022-23
Jon Shelton	12	Ankeny	Clayton Ridge	2022-23
Blair Wickett	K	Ankeny	Johnston	2022-23
Annaliese Camps	6	Ankeny	North Polk	2022-23
Brenna Camps	6	Ankeny	North Polk	2022-23
Lucy Camps	6	Ankeny	North Polk	2022-23
Samantha Rippentrop	9	Ankeny	North Polk	2022-23
Tate Sampson	3	Ankeny	North Polk	2022-23
Tori Sampson	3	Ankeny	North Polk	2022-23
Mikyah Bernholtz	K	Ankeny	Saydel	2022-23
Blake Kristufek	K	Ankeny	Saydel	2022-23
Allie Keuning	K	Ankeny	Southeast Polk	2022-23
Hunter Strachan	K	Ankeny	West Des Moines (HSAP)	2022-23

Superintendent Recommendation: Approve above open enrollment requests.

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Superintendent Recommendation: Deny above open enrollment requests.

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Superintendent Recommendation: Approve above open enrolled Varsity participation waiver requests.



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Paid Bills

ATTACHMENTS:

File Name	Description	Type	Upload Date
July_11_2022_Paid_Bills.pdf	July 11, 2022 Paid Bills	Support Document	7/7/2022

PAID BILLS LISTING JULY 11, 2022 ANKENY CSD BOARD MEETING FISCAL 2022-23

Check Number	Transaction Fund	Vendor Name	Transaction Amount	Remarks
467112	GENERAL	COLLECTION SERVICES CENTER	\$3,382.62	OTHER DISBURSEMENT
467113	GENERAL	ROTH - COMMON REMITTER	\$36,830.57	OTHER DISBURSEMENT
467114	GENERAL	COMMON REMITTER SERVICES	\$68,132.30	OTHER DISBURSEMENT
467115	GENERAL	GENERAL FUND - DENTAL SERVICE	\$48,847.08	OTHER DISBURSEMENT
467116	GENERAL	GREAT WESTERN BANK	\$750,264.94	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$532,048.31	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$175,465.08	OTHER DISBURSEMENT
467117	GENERAL	ISOLVED BENEFIT SERVICES	\$1,852.89	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$43,160.50	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$49,700.08	OTHER DISBURSEMENT
467118	GENERAL	STATE DISTRIBUTION UNIT	\$546.50	OTHER DISBURSEMENT
467119	GENERAL	TREASURER STATE OF IOWA	\$252,073.50	OTHER DISBURSEMENT
467120	GENERAL	GREAT WESTERN BANK	\$130.20	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$62.10	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$30.46	OTHER DISBURSEMENT
467121	GENERAL	TREASURER STATE OF IOWA	\$14.48	OTHER DISBURSEMENT
467122	GENERAL	COLLECTION SERVICES CENTER	\$563.26	OTHER DISBURSEMENT
467123	GENERAL	ROTH - COMMON REMITTER	\$562.30	OTHER DISBURSEMENT
467124	GENERAL	COMMON REMITTER SERVICES	\$1,311.54	OTHER DISBURSEMENT
467125	GENERAL	GENERAL FUND - DENTAL SERVICE	\$1,983.04	OTHER DISBURSEMENT
467126	GENERAL	GENERAL FUND	\$137.83	OTHER DISBURSEMENT
467127	GENERAL	GREAT WESTERN BANK	\$18,387.12	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$10,239.04	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$43,782.16	OTHER DISBURSEMENT
467128	GENERAL	IOWA DEPARTMENT OF REVENUE	\$91.43	OTHER DISBURSEMENT
467129	GENERAL	ISOLVED BENEFIT SERVICES	\$96.95	OTHER DISBURSEMENT
	GENERAL	ISOLVED BENEFIT SERVICES	\$1,681.87	OTHER DISBURSEMENT
467130	GENERAL	NORTHERN HILLS COLLECTIONS INC	\$33.00	OTHER DISBURSEMENT
467131	GENERAL	TREASURER STATE OF IOWA	\$9,033.60	OTHER DISBURSEMENT
467132	GENERAL	A E A SCHOLARSHIP FUND	\$272.50	OTHER DISBURSEMENT
467133	GENERAL	AMER.FAMILY LIFE ASSURANCE CO.	\$313.54	OTHER DISBURSEMENT
467134	GENERAL	DOLLARS FOR SCHOLARS	\$165.00	OTHER DISBURSEMENT
467135	GENERAL	GENERAL FUND	\$2,666.68	OTHER DISBURSEMENT
467136	GENERAL	GREAT WESTERN BANK	\$113,375.43	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$17,428.46	OTHER DISBURSEMENT
	GENERAL	GREAT WESTERN BANK	\$74,520.58	OTHER DISBURSEMENT
467137	GENERAL	IPERS-FOAB	\$1,234,328.78	OTHER DISBURSEMENT
467138	GENERAL	SERVE CREDIT UNION	\$200.00	OTHER DISBURSEMENT
467139	GENERAL	TREASURER STATE OF IOWA	\$27,821.05	OTHER DISBURSEMENT
467140	GENERAL	UNITED WAY OF CENTRAL IOWA	\$545.00	OTHER DISBURSEMENT
467141	GENERAL	ANGELA BOYD	\$102.53	INSTR TRAVEL
467142	GENERAL	ABBY CANFIELD	\$57.24	ADMIN TRAVEL
467143	GENERAL	KARI L CONLEY	\$255.22	ADMIN TRAVEL
467144	GENERAL	HEATHER COX	\$88.92	INSTR TRAVEL
467145	GENERAL	JING GAO	\$197.18	INSTR TRAVEL
467146	GENERAL	MELANIE HATTERMANN ZOGG	\$8.64	INSTR TRAVEL
467147	GENERAL	JULIE HEITZ	\$17.01	INSTR TRAVEL
467148	GENERAL	ADAM JESSEN	\$199.19	INSTR TRAVEL
467149	GENERAL	ELISE M JESSEN	\$376.25	INSTR TRAVEL
467150	GENERAL	KATHLEEN LACEY	\$117.36	INSTR TRAVEL
467151	GENERAL	JOSHUA J LUNDAHL	\$48.15	INSTR TRAVEL
467152	GENERAL	TAMMI B MCCLAIN	\$63.86	INSTR TRAVEL
467153	GENERAL	KATELYN NEIL	\$194.40	INSTR TRAVEL
467154	GENERAL	RENEE L PEPPER	\$124.20	INSTR TRAVEL
467155	GENERAL	MITZI R PETERSEN	\$293.79	INSTR TRAVEL
467156	GENERAL	MARCUS PRICE	\$385.52	INSTR TRAVEL
467157	GENERAL	SANDRA L RANKIN	\$372.97	INSTR TRAVEL
467158	GENERAL	ARIN RENAUD	\$51.75	INSTR TRAVEL
467159	GENERAL	NICOLE R RITLAND	\$177.75	INSTR TRAVEL
467160	GENERAL	CRYSTAL RUMBAUGH	\$89.71	INSTR TRAVEL
467161	GENERAL	AMANDA T SHELLEY	\$139.14	INSTR TRAVEL

PAID BILLS LISTING JULY 11, 2022 ANKENY CSD BOARD MEETING FISCAL 2022-23

467162	GENERAL	SUSAN SMITH	\$104.67	INSTR TRAVEL
467163	GENERAL	JENNIFER WILLIAMS	\$102.94	INSTR TRAVEL
467164	GENERAL	DAVID C ZUCK	\$193.19	INSTR TRAVEL
467165	GENERAL	HEIDI ZWICK	\$41.07	ADMIN TRAVEL
467166	GENERAL	ACKELSON SHEET METAL INC	\$11,121.00	MAINT SERVICE
467167	GENERAL	ACME TOOLS	\$993.48	INSTR SUPPLIES
467168	GENERAL	ADVENTURE LIGHTING INC	\$843.29	MAINT SUPPLIES
467169	GENERAL	ALL CITY MANAGEMENT SERVICES	\$9,139.92	MAINT SERVICE
467170	ATHLETIC	MARK AMADEO	\$434.50	INSTR OFFICIALS
467172	GENERAL	AMAZON BUSINESS	\$153.95	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$139.96	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$27.98	MAINT SUPPLIES
	ATHLETIC	AMAZON BUSINESS	\$249.55	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$2,954.59	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$54.90	MAINT SUPPLIES
	NON STUDENT AGENCY	AMAZON BUSINESS	\$230.90	COMM ENG SUPPLIES
	GENERAL	AMAZON BUSINESS	\$52.49	INSTR SUPPLIES
	GENERAL	AMAZON BUSINESS	\$31.99	INSTR BOOKS
	GENERAL	AMAZON BUSINESS	\$9.99	ADMIN SUPPLIES
	GENERAL	AMAZON BUSINESS	\$10.66	MAINT SUPPLIES
467173	ACTIVITY	ANKENY ATHLETIC BOOSTER CLUB	\$418.00	INSTR SUPPLIES
467174	GENERAL	ANKENY HARDWARE	\$11.52	MAINT SUPPLIES
467175	NON STUDENT AGENCY	ANKENY SAFETY TOWN	\$5,808.00	COMM ENG SERVICE
467176	GENERAL	ANKENY SCHOOL FOUNDATION	\$55.50	INSTR REFUNDS
467177	GENERAL	AREA EDUCATION AGENCY 11	\$62.97	ADMIN SUPPLIES
467178	GENERAL	ARNOLD MOTOR SUPPLY	\$30.06	MAINT SUPPLIES
467179	GENERAL	ARTFORCE IOWA	\$3,600.00	ADMIN SERVICE
467180	ATHLETIC	JASON BACK	\$248.00	INSTR OFFICIALS
467181	GENERAL	BACKGROUND INVESTIGATION BUREAU LLC	\$708.00	ADMIN SERVICE
467182	ATHLETIC	CALVIN MARK BAETHKE	\$202.50	INSTR OFFICIALS
467183	ATHLETIC	MICHAEL J BAKKER	\$246.58	INSTR TRAVEL
467184	ATHLETIC	BALLARD COMMUNITY SCHOOL DIST.	\$100.00	INSTR DUES
467185	ATHLETIC	HEATH BANKS	\$135.00	INSTR OFFICIALS
467186	GENERAL	BASCOM TRUCK & AUTOMOTIVE INC.	\$287.13	MAINT SERVICE
467187	ATHLETIC	JOSHUA BAXTER	\$135.00	INSTR OFFICIALS
467188	ATHLETIC	MICHAEL BECKE	\$120.00	INSTR OFFICIALS
467189	ATHLETIC	MICHAEL L BELL	\$168.00	INSTR OFFICIALS
467190	ATHLETIC	VAUGHN BELL	\$120.00	INSTR OFFICIALS
467191	GENERAL	BENDPAK INC	\$3,230.00	INSTR EQUIP
467192	ATHLETIC	STEVEN BERENDS	\$153.00	INSTR OFFICIALS
467193	ATHLETIC	JASON BERNING	\$135.00	INSTR OFFICIALS
467194	ATHLETIC	PAUL BIRD	\$125.00	INSTR OFFICIALS
467195	GENERAL	DICK BLICK	\$531.82	INSTR SUPPLIES
467196	GENERAL	BOBS CUSTOM TROPHIES	\$70.20	MEDIA SUPPLIES
	NON STUDENT AGENCY	BOBS CUSTOM TROPHIES	\$167.00	INSTR SUPPLIES
	ATHLETIC	BOBS CUSTOM TROPHIES	\$308.90	INSTR SUPPLIES
467197	ATHLETIC	DREW BOFFELI	\$250.00	INSTR OFFICIALS
467198	GENERAL	BONDURANT FARRAR COMMUNITY SCH	\$78,265.00	INSTR TUITION
467199	GENERAL	THE BOOKSOURCE	\$129.99	ADMIN SUPPLIES
467200	GENERAL	ROGER GODRON	\$8,369.00	MAINT SERVICE
467201	ATHLETIC	LEE BRECHT	\$43.00	INSTR OFFICIALS
467202	GENERAL	BROCKWAY MECHANICAL & ROOFING CO	\$292.56	MAINT SERVICE
467203	ATHLETIC	WILLIAM L BURCHETT	\$129.00	INSTR OFFICIALS
467204	GENERAL	JILL BURKLE	\$130.77	ADMIN TRAVEL
467205	GENERAL	CAPITAL SANITARY SUPPLY CO INC	\$10,548.55	MAINT SUPPLIES
467206	GENERAL	CARTER PRINTING CO INC	\$1,019.26	ADMIN SUPPLIES
467207	ATHLETIC	MADDISON CHENEY	\$40.00	INSTR TRAVEL
467208	ATHLETIC	CASEY CHRISTENSEN	\$140.00	INSTR OFFICIALS
467209	ATHLETIC	GABRIEL CHRISTENSEN	\$260.00	INSTR OFFICIALS
467210	GENERAL	TINA M CHRISTMAN	\$54.00	ADMIN TRAVEL
467211	GENERAL	CIT CHARTERS	\$13,842.85	TRANSP SERVICE

PAID BILLS LISTING JULY 11, 2022 ANKENY CSD BOARD MEETING FISCAL 2022-23

467212	GENERAL	CITY OF ANKENY	\$3,534.26	MAINT SUPPLIES
	GENERAL	CITY OF ANKENY	\$42,472.90	TRANSP SUPPLIES
	GENERAL	CITY OF ANKENY	\$1,996.72	TRANSP SUPPLIES
467213	GENERAL	CITY OF ANKENY - WATER	\$35,228.77	MAINT SERVICE
467214	PEEL	CIVIL DESIGN ADVANTAGE LLC	\$1,615.85	CONSTRUCT SERVICE
	PEEL	CIVIL DESIGN ADVANTAGE LLC	\$1,790.86	CONSTRUCT SERVICE
467215	GENERAL	COMBUSTION CONTROL CO	\$13,694.23	MAINT SERVICE
467216	NON STUDENT AGENCY	COR ROBOTICS LLC	\$560.00	COMM ENG SERVICE
467217	ATHLETIC	COLE CORSON	\$233.50	INSTR OFFICIALS
467218	GENERAL	COTTINGHAM & BUTLER INSURANCE INC	\$6,875.00	ADMIN SERVICE
467219	GENERAL	COUNCIL FOR EXCEPTIONAL CHILDREN	\$350.00	INSTR SUPPLIES
467220	ATHLETIC	JOHNNIE COX	\$125.00	INSTR OFFICIALS
467221	ATHLETIC	PHILLIP M CREESE JR	\$382.00	INSTR OFFICIALS
467222	ATHLETIC	CATHERINE CREIGHTON	\$248.00	INSTR OFFICIALS
467223	GENERAL	CRISIS PREVENTION INSTITUTE INC	\$1,399.00	ADMIN SERVICE
467224	GENERAL	DALLAS CENTER-GRIMES COMM SCHOOL DI	\$1,269.06	INSTR TUITION
467225	GENERAL	JON DAVIS	\$459.96	MAINT TRAVEL
467226	ATHLETIC	DECKER SPORTING GOODS INC	\$466.00	INSTR SUPPLIES
467227	ATHLETIC	DECKER SPORTING GOODS INC	\$16.30	INSTR SUPPLIES
467228	GENERAL	DEMCO INC.	\$3,198.24	INSTR SUPPLIES
	GENERAL	DEMCO INC.	\$4,476.96	MEDIA SUPPLIES
	GENERAL	DEMCO INC.	\$286.99	MEDIA SUPPLIES
467229	GENERAL	DES MOINES AREA COMM. COLLEGE	\$294,720.00	INSTR TUITION
	NON STUDENT AGENCY	DES MOINES AREA COMM. COLLEGE	\$600.00	INSTR REFUNDS
467230	GENERAL	DES MOINES REGISTER COMMUNITY PUBL	\$214.83	ADMIN SERVICE
467231	PEEL	DES MOINES STEEL FENCE CO. INC	\$13,847.00	CONSTRUCT EQUIP
467232	ATHLETIC	MIKE DICK	\$172.00	INSTR OFFICIALS
467233	GENERAL	DICKINSON MACKAMAN TYLER & HAGEN	\$9,675.00	ADMIN SERVICE
467234	GENERAL	WILLIAM DOTSON	\$51.30	ADMIN TRAVEL
467235	NON STUDENT AGENCY	DRAKE UNIVERSITY	\$600.00	INSTR REFUNDS
467236	PEEL	DUET RESOURCE GROUP INC	\$8,316.00	MAINT EQUIP
467237	ATHLETIC	KYLE R DUNCAN	\$240.00	INSTR OFFICIALS
467238	ATHLETIC	DUANE DUNCAN	\$360.00	INSTR OFFICIALS
467239	ATHLETIC	MAX DUNLAP	\$240.00	INSTR OFFICIALS
467240	GENERAL	ELECTRONIC ENGINEERING CO	\$278.40	MAINT SERVICE
	GENERAL	ELECTRONIC ENGINEERING CO	\$59,440.00	MAINT EQUIP
467241	PEEL	EMBARK IT INC	\$1,782,600.00	ADMIN EQUIP
467242	ATHLETIC	DARYL ERICKSON	\$125.00	INSTR OFFICIALS
467243	GENERAL	FILTER SHOP INC.	\$2,513.45	MAINT SUPPLIES
	GENERAL	FILTER SHOP INC.	\$1,606.50	MAINT SERVICE
467244	ATHLETIC	JIM FLOWS	\$86.00	INSTR OFFICIALS
467245	GENERAL	FOLLETT CONTENT SOLUTIONS LLC	\$2,153.02	MEDIA BOOKS
	GENERAL	FOLLETT CONTENT SOLUTIONS LLC	\$482.86	MEDIA BOOKS
467246	GENERAL	FOLLETT SCHOOL SOLUTIONS	\$677.00	INSTR SUPPLIES
467247	GENERAL	FORDHAM UNIVERSITY	\$970.00	ADMIN SERVICE
467248	GENERAL	FRANKLINCOVEY	\$970.38	ADMIN SUPPLIES
467249	ATHLETIC	JEFF FRESE	\$135.00	INSTR OFFICIALS
467250	ATHLETIC	DENNIS FRYE	\$365.00	INSTR OFFICIALS
467251	PEEL	L. A. FULTON & SONS INC	\$13,164.00	CONSTRUCT SERVICE
	SAVE - CP	L. A. FULTON & SONS INC	\$938.00	CONSTRUCT EQUIP
	GENERAL	L. A. FULTON & SONS INC	\$2,015.00	MAINT SERVICE
467253	GENERAL	GENERAL FIRE & SAFETY EQUIPMENT	\$24,293.00	MAINT SERVICE
467254	ATHLETIC	BRIAN D. GIBSON	\$270.00	INSTR OFFICIALS
467255	ATHLETIC	GREGORY SCOTT GILL	\$135.00	INSTR OFFICIALS
467256	ATHLETIC	TERRY GIOFFREDI	\$430.50	INSTR OFFICIALS
467257	PEEL	GO FUSION TECHNOLOGIES LLC	\$1,576.39	CONSTRUCT SERVICE
467258	GENERAL	W.W. GRAINGER INC.	\$147.24	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$105.26	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$28.40	MAINT SUPPLIES
	GENERAL	W.W. GRAINGER INC.	\$55.22	MAINT SUPPLIES
467259	GENERAL	GRAYBAR ELECTRIC COMPANY INC	\$75.60	ADMIN SUPPLIES
467260	GENERAL	GRIFFIN CUSTOM LETTERING CO	\$175.00	MAINT SUPPLIES

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467261	ATHLETIC	JED HAMMEN	\$240.00	INSTR OFFICIALS
467262	GENERAL	HANNA INSTRUMENTS UNITED STATES INC	\$246.00	INSTR SUPPLIES
467263	ATHLETIC	TERRY HARDING	\$145.00	INSTR OFFICIALS
467264	ATHLETIC	KEITH HAWKINS	\$215.00	INSTR OFFICIALS
467265	GENERAL	HERC-U-LIFT INC.	\$8,604.38	MAINT SERVICE
467266	ATHLETIC	DARREN A HERROLD	\$129.00	INSTR OFFICIALS
467267	GENERAL	HOME DEPOT	\$181.38	MAINT SUPPLIES
	GENERAL	HOME DEPOT	\$119.00	ADMIN SUPPLIES
	GENERAL	HOME DEPOT	\$122.57	ADMIN SUPPLIES
467268	GENERAL	HYDRONIC ENERGY INC.	\$986.22	MAINT SUPPLIES
467269	ACTIVITY	HY-VEE - N. ANKENY BLVD	\$4.59	INSTR SUPPLIES
	ATHLETIC	HY-VEE - N. ANKENY BLVD	\$71.85	INSTR SUPPLIES
	ACTIVITY	HY-VEE - N. ANKENY BLVD	\$59.12	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$344.76	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$53.54	INSTR SUPPLIES
	ATHLETIC	HY-VEE - N. ANKENY BLVD	\$88.00	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$164.11	INSTR SUPPLIES
	GENERAL	HY-VEE - N. ANKENY BLVD	\$7.74	INSTR SUPPLIES
467270	GENERAL	HY-VEE - PRAIRIE TRAIL	\$344.72	INSTR SUPPLIES
	GENERAL	HY-VEE - PRAIRIE TRAIL	\$280.91	INSTR SUPPLIES
	NON STUDENT AGENCY	HY-VEE - PRAIRIE TRAIL	\$79.46	INSTR SUPPLIES
	ATHLETIC	HY-VEE - PRAIRIE TRAIL	\$100.86	INSTR SUPPLIES
467271	NON STUDENT AGENCY	IKI INC	\$176.00	COMM ENG SERVICE
467272	PPEL	IMPRINT ARCHITECTS	\$5,333.96	CONSTRUCT SERVICE
	PPEL	IMPRINT ARCHITECTS	\$1,485.00	CONSTRUCT SERVICE
467273	GENERAL	INFOMAX OFFICE SYSTEMS	\$277.50	ADMIN SERVICE
	GENERAL	INFOMAX OFFICE SYSTEMS	\$5,141.08	ADMIN SERVICE
467274	GENERAL	IOWA FFA ENRICHMENT CENTER	\$2,715.00	ADMIN SERVICE
	GENERAL	IOWA FFA ENRICHMENT CENTER	\$6,930.00	ADMIN SERVICE
467275	ATHLETIC	IOWA GIRLS HS ATH UNION	\$240.00	INSTR DUES
467276	ACTIVITY	IOWA HIGH SCHOOL MUSIC ASSOC.	\$2,971.00	INSTR SUPPLIES
467277	GENERAL	IOWA INTERNATIONAL CENTER	\$240.00	ADMIN SERVICE
467278	ATHLETIC	JEROLD R JAEGER	\$125.00	INSTR OFFICIALS
467279	PPEL	JC TOLAND PAINTING LLC	\$420.00	CONSTRUCT SERVICE
467280	ATHLETIC	WILLIAM J JESSE	\$172.00	INSTR OFFICIALS
467281	PPEL	JOHNSON CONTROLS	\$991.76	CONSTRUCT SUPPLIES
467282	ATHLETIC	ADAM JUHL	\$86.00	INSTR OFFICIALS
467283	ATHLETIC	MICHAEL KAISER	\$250.00	INSTR OFFICIALS
467284	ATHLETIC	WILLIAM KELLY	\$115.00	INSTR OFFICIALS
467285	GENERAL	KENDALL HUNT PUBLISHING COMPANY	\$10,000.00	INSTR SERVICE
	GENERAL	KENDALL HUNT PUBLISHING COMPANY	\$73,217.09	INSTR SUPPLIES
467286	ATHLETIC	RONALD D KINDLEY	\$153.00	INSTR OFFICIALS
467287	ATHLETIC	THOMAS KIRK	\$135.00	INSTR OFFICIALS
467288	ATHLETIC	DEAN KIRKPATRICK	\$270.00	INSTR OFFICIALS
467289	ATHLETIC	JOHN T KOPECKY	\$120.00	INSTR OFFICIALS
467290	ATHLETIC	CHRIS KOZELISKI	\$86.00	INSTR OFFICIALS
467291	GENERAL	KRUCK PLUMBING & HEATING CO INC	\$2,400.00	MAINT SERVICE
	GENERAL	KRUCK PLUMBING & HEATING CO INC	\$190.35	MAINT SUPPLIES
467292	ATHLETIC	BLAKE KRUGER	\$115.00	INSTR OFFICIALS
467294	ATHLETIC	LASER RESOURCES L.L.C.	\$230.73	ATHLETIC SERVICE
	GENERAL	LASER RESOURCES L.L.C.	\$14.87	ADMIN SERVICE
	GENERAL	LASER RESOURCES L.L.C.	\$9,005.09	ADMIN SERVICE
	GENERAL	LASER RESOURCES L.L.C.	\$5.94	MAINT SERVICE
	NON STUDENT AGENCY	LASER RESOURCES L.L.C.	\$4.61	COMM ENG SERVICE
	GENERAL	LASER RESOURCES L.L.C.	\$490.82	ADMIN SERVICE
467295	ATHLETIC	GREGORY LEACH	\$86.00	INSTR OFFICIALS
467296	GENERAL	LEADING EDGE LAMINATING	\$845.31	ADMIN SUPPLIES
467297	ATHLETIC	JOHN LEONHART	\$120.00	INSTR OFFICIALS
467298	ATHLETIC	JASON L LEWIS	\$461.50	INSTR OFFICIALS
467299	ATHLETIC	BRIAN LORBER	\$123.00	INSTR OFFICIALS
467300	ATHLETIC	MARTIN LUFT	\$327.50	INSTR OFFICIALS
467301	NON STUDENT AGENCY	LUTHER COLLEGE	\$600.00	INSTR REFUNDS

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467302	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$363.51	MEDIA BOOKS
	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$962.66	MEDIA BOOKS
	GENERAL	MACKIN EDUCATIONAL RESOURCES	\$1,464.30	INSTR SUPPLIES
467303	GENERAL	MAIL SERVICES LLC	\$12,080.06	ADMIN SERVICE
467304	NON STUDENT AGENCY	MARTIAL ARTS AMERICA LTD	\$780.00	COMM ENG SERVICE
467305	GENERAL	MASTER BUILDERS OF IOWA	\$35.00	MAINT DUES
467306	GENERAL	MATH LEARNING CENTER	\$1,043.25	INSTR SUPPLIES
467307	ATHLETIC	KEITH A MCCAY	\$123.00	INSTR OFFICIALS
467308	ATHLETIC	MEDCO	\$530.00	INSTR SUPPLIES
467309	ATHLETIC	PAUL MEFFORD	\$120.00	INSTR OFFICIALS
467310	GENERAL	MENARDS	\$367.11	MAINT SUPPLIES
	GENERAL	MENARDS	\$58.18	MAINT SUPPLIES
	GENERAL	MENARDS	\$118.81	MAINT SUPPLIES
	GENERAL	MENARDS	\$75.96	MAINT SUPPLIES
467311	ACTIVITY	METRO EXPRESS CLEANERS	\$1,480.00	INSTR SERVICE
467312	GENERAL	MIDAMERICAN ENERGY	\$20,423.27	MAINT SUPPLIES
467313	PPEL	MIDWEST COMPUTER PRODUCTS INC.	\$17,777.00	INSTR EQUIP
467314	ACTIVITY	LESTER R MILLER	\$12,400.00	INSTR SERVICE
467315	ATHLETIC	DEIDRA MOHR	\$91.00	INSTR OFFICIALS
467316	ATHLETIC	DAVID J MOHR	\$86.00	INSTR OFFICIALS
467317	ATHLETIC	EDWARD NICHOLAS MORTON JR	\$86.00	INSTR OFFICIALS
467318	GENERAL	NASCO	\$421.24	INSTR SUPPLIES
467319	GENERAL	NB GOLF LLC	\$63.28	MAINT SUPPLIES
467320	ATHLETIC	DAVID NEE	\$135.00	INSTR OFFICIALS
467321	ATHLETIC	TONY E NELSON	\$184.50	INSTR OFFICIALS
467322	GENERAL	NEVADA COMMUNITY SCHOOLS	\$7,388.90	INSTR TUITION
467323	ACTIVITY	NORCOSTCO	\$284.50	INSTR SUPPLIES
467324	GENERAL	NORTH POLK COMMUNITY SCHOOLS	\$245,147.62	INSTR TUITION
467325	NON STUDENT AGENCY	NORTHWEST MISSOURI STATE UNIVERSITY	\$600.00	INSTR REFUNDS
467326	GENERAL	OFFICE DEPOT	\$15.72	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$123.23	MAINT SUPPLIES
	GENERAL	OFFICE DEPOT	\$2,709.51	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$838.86	ADMIN SUPPLIES
	GENERAL	OFFICE DEPOT	\$24.49	INSTR SUPPLIES
	GENERAL	OFFICE DEPOT	\$8.03	MAINT SUPPLIES
	GENERAL	OFFICE DEPOT	\$59.96	ADMIN SUPPLIES
467327	SAVE - CP	OPN ARCHITECTS	\$9,453.64	CONSTRUCT SERVICE
467328	ATHLETIC	P & M MONOGRAMMING	\$100.00	INSTR SUPPLIES
467329	GENERAL	THE PAPER CORPORATION	\$3,834.40	ADMIN SUPPLIES
	GENERAL	THE PAPER CORPORATION	\$4,335.20	MAINT SUPPLIES
467330	GENERAL	PAR INDUSTRIES LLC	\$385.00	MAINT SERVICE
	PPEL	PAR INDUSTRIES LLC	\$1,005.68	CONSTRUCT EQUIP
467331	ATHLETIC	JOHN PARSONS	\$129.00	INSTR OFFICIALS
467332	ATHLETIC	BRIAN PEARCE	\$125.00	INSTR OFFICIALS
467333	GENERAL	JOHN PEDDICORD	\$135.72	ADMIN TRAVEL
467334	GENERAL	J W PEPPER	\$1,173.98	INSTR SUPPLIES
467335	GENERAL	PER MAR SECURITY & RESEARCH CORP	\$35.97	MAINT SERVICE
467336	ATHLETIC	PETE PETERSON	\$43.00	INSTR OFFICIALS
467337	GENERAL	PETTY CASH	\$11.60	ADMIN SUPPLIES
467338	ATHLETIC	PIONEER MANUFACTURING	\$313.05	INSTR SUPPLIES
467339	PPEL	PLUMB SUPPLY CO.	\$1,793.05	CONSTRUCT SUPPLIES
	PPEL	PLUMB SUPPLY CO.	\$3,340.00	CONSTRUCT SUPPLIES
467340	GENERAL	POGIL PROJECT	\$600.00	ADMIN SERVICE
467341	GENERAL	POLK COUNTY ATTORNEY'S OFFICE	\$740.00	INSTR SERVICE
467342	ATHLETIC	TRENT POWERS	\$135.00	INSTR OFFICIALS
467343	ATHLETIC	JOSEPH PROBASCO	\$60.00	INSTR OFFICIALS
467344	PPEL	PRODUCTS INC	\$1,500.00	CONSTRUCT SUPPLIES
467345	SAVE - CP	PUBLIC FINANCIAL MANAGEMENT	\$37,516.38	DEBT SVC SERVICE
467350	GENERAL	RELIABLE PROPERTY SERVICES LLC	\$9,724.40	MAINT SERVICE
467351	GENERAL	RELIABLE ROOFING	\$975.00	MAINT SERVICE
467352	GENERAL	RESOURCE SERVICES INC	\$830.00	MAINT SERVICE
467353	ATHLETIC	NOLAN REYNOLDS	\$120.00	INSTR OFFICIALS

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467354	ATHLETIC	TODD RICHARDS	\$135.00	INSTR OFFICIALS
467355	GENERAL	FRANK RIEMAN MUSIC INC	\$4,100.00	INSTR EQUIP
	GENERAL	FRANK RIEMAN MUSIC INC	\$258.76	INSTR SUPPLIES
467356	GENERAL	RISER INC	\$3,845.00	MAINT SERVICE
	GENERAL	RISER INC	\$300.00	MAINT SUPPLIES
467357	PEEL	RKB SYSTEMS LLC	\$28,528.32	CONSTRUCT EQUIP
	GENERAL	RKB SYSTEMS LLC	\$2,841.84	MAINT SERVICE
	GENERAL	RKB SYSTEMS LLC	\$760.00	MAINT SUPPLIES
467358	ATHLETIC	TIM ROGERS	\$274.50	INSTR OFFICIALS
467359	ATHLETIC	BRIAN SAUSER	\$390.00	INSTR OFFICIALS
467360	ATHLETIC	DALLAS SAUSER	\$120.00	INSTR OFFICIALS
467361	GENERAL	SCHIPPERS ELECTRIC LLC	\$217.50	MAINT SERVICE
467362	ATHLETIC	CAROL E SCHLEIHS	\$258.00	INSTR OFFICIALS
467363	GENERAL	DANA A SCHON	\$2,160.00	ADMIN SERVICE
467364	GENERAL	SCHOOL HEALTH CORPORATION	\$201.21	MAINT SUPPLIES
467365	ATHLETIC	MICHAEL SCIURBA	\$245.00	INSTR OFFICIALS
467366	ATHLETIC	KELLY J SEARS	\$168.00	INSTR OFFICIALS
467367	GENERAL	SECURITAS SECURITY SERVICES USA INC	\$3,343.86	ADMIN SERVICE
467368	GENERAL	SETPOINT MECHANICAL SERVICES LLC	\$2,610.00	MAINT SERVICE
	GENERAL	SETPOINT MECHANICAL SERVICES LLC	\$2,303.64	MAINT SUPPLIES
	PEEL	SETPOINT MECHANICAL SERVICES LLC	\$12,508.23	CONSTRUCT SUPPLIES
	PEEL	SETPOINT MECHANICAL SERVICES LLC	\$3,590.81	CONSTRUCT SERVICE
467369	PEEL	SHERWIN-WILLIAMS CO	\$105.60	CONSTRUCT SUPPLIES
467370	GENERAL	SLEISTER MUSIC	\$763.00	INSTR SERVICE
	GENERAL	SLEISTER MUSIC	\$36.00	INSTR SUPPLIES
467371	GENERAL	FIREPLACE INC	\$2,499.00	ADMIN SERVICE
467372	GENERAL	SOLUTION TREE LLC	\$1,078.58	ADMIN SUPPLIES
	GENERAL	SOLUTION TREE LLC	\$5,200.00	ADMIN SERVICE
467373	ATHLETIC	SORINEX EXERCISE EQUIPMENT	\$1,641.97	INSTR SUPPLIES
467374	GENERAL	SOUTHPAW ENTERPRISES	\$4,715.34	INSTR EQUIP
467375	ATHLETIC	DANNIE T SPANN JR	\$86.00	INSTR OFFICIALS
467376	ATHLETIC	JOHN SPROLE	\$172.00	INSTR OFFICIALS
467377	GENERAL	STORY COUNTY	\$268.00	MAINT SERVICE
467378	PEEL	SVPA ARCHITECTS INC	\$2,696.00	CONSTRUCT SERVICE
467379	ATHLETIC	GLEN F TAYLOR	\$278.00	INSTR OFFICIALS
467380	SAVE - CP	TERRACON	\$5,601.25	CONSTRUCT SERVICE
	SAVE - CP	TERRACON	\$687.50	CONSTRUCT SERVICE
467381	GENERAL	THE NEW BOHEMIAN INNOVATION COLLABO	\$3,500.00	INSTR SERVICE
467382	GENERAL	TIERNEY BROTHERS INC.	\$612.89	INSTR SUPPLIES
467383	NON STUDENT AGENCY	TIGERLILY STEM LLC	\$5,547.00	COMM ENG SERVICE
467384	ATHLETIC	CORY TIGGES	\$125.00	INSTR OFFICIALS
467385	ATHLETIC	RODNEY TOMLINSON	\$500.00	INSTR SERVICE
467386	GENERAL	TRANE COMPANY	\$671.75	MAINT SERVICE
467387	ATHLETIC	TREVOR TROTTER	\$135.00	INSTR OFFICIALS
467388	ATHLETIC	TRUE PITCH INC	\$292.50	INSTR SUPPLIES
467389	GENERAL	UNITED COMMUNITY DISTRICT	\$2,728.68	INSTR TUITION
467390	NON STUDENT AGENCY	UNIVERSITY OF IOWA	\$600.00	INSTR REFUNDS
467391	NON STUDENT AGENCY	UNIVERSITY OF NORTHERN IOWA	\$600.00	INSTR REFUNDS
467392	ATHLETIC	THOMAS A URBAN	\$222.00	INSTR SERVICE
467393	GENERAL	VAN WALL EQUIPMENT INC	\$199.92	MAINT SUPPLIES
	GENERAL	VAN WALL EQUIPMENT INC	\$288.29	MAINT SERVICE
467394	GENERAL	CORY VITZTHUM	\$985.00	INSTR SUPPLIES
467395	GENERAL	WALSH DOOR & HARDWARE	\$911.58	MAINT SUPPLIES
	SAVE - CP	WALSH DOOR & HARDWARE	\$4,884.65	CONSTRUCT SERVICE
	GENERAL	WALSH DOOR & HARDWARE	\$330.00	MAINT SERVICE
467396	ATHLETIC	CHRIS WEBER	\$125.00	INSTR OFFICIALS
467397	ATHLETIC	WEE'S TEES LLC	\$3,246.10	INSTR SUPPLIES
467398	GENERAL	CLAYTON WERKMAN	\$68.04	INSTR TRAVEL
467399	GENERAL	WEST DES MOINES COMM SCHOOLS	\$48,766.73	INSTR TUITION
467400	ACTIVITY	WEST MUSIC COMPANY	\$520.00	INSTR SUPPLIES
467401	GENERAL	WILSON LANGUAGE TRAINING	\$649.00	ADMIN SERVICE
467402	GENERAL	WINDSTAR LINES INC	\$1,232.00	TRANSP SERVICE

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467403	GENERAL	WOODWIND AND THE BRASSWIND	\$5,259.00	INSTR EQUIP
	GENERAL	WOODWIND AND THE BRASSWIND	\$38.94	INSTR SUPPLIES
467404	NON STUDENT AGENCY	YOUTH TECH INC	\$3,063.00	COMM ENG SERVICE
		<i>GENERAL FUND SUB-TOTAL</i>	<i>\$6,756,109.10</i>	
16196	ATHLETIC	FIRST INTERSTATE BANK	\$5,100.00	ATHLETIC CHANGE CASH
16197	ATHLETIC	FIRST INTERSTATE BANK	\$8,600.00	ATHLETIC CHANGE CASH
16198	GENERAL	VERIZON WIRELESS	\$280.07	ADMIN SERVICE
16205	ACTIVITY	GREAT WESTERN BANK VISA	\$5,937.08	SEE VISA DETAIL
	ATHLETIC	GREAT WESTERN BANK VISA	\$6,455.22	SEE VISA DETAIL
	GENERAL	GREAT WESTERN BANK VISA	\$28,798.29	SEE VISA DETAIL
	NON STUDENT AGENCY	GREAT WESTERN BANK VISA	\$1,610.06	SEE VISA DETAIL
16206	GENERAL	WINDSTREAM	\$421.03	ADMIN SERVICE
16207	GENERAL	CENTURY LINK	\$259.09	ADMIN SERVICE
16210	GENERAL	RELIABLE PROPERTY SERVICES LLC	\$46,760.40	MAINT SERVICE
16211	GENERAL	WINDSTREAM	\$4,487.19	ADMIN SERVICE
16212	NON STUDENT AGENCY	CENTURY LINK	\$33.33	COMM ENG SERVICE
	GENERAL	CENTURY LINK	\$127.93	ADMIN SERVICE
16213	ATHLETIC	FIRST INTERSTATE BANK	\$4,600.00	ATHLETIC CHANGE CASH
16214	ATHLETIC	FIRST INTERSTATE BANK	\$3,700.00	ATHLETIC CHANGE CASH
16215	ATHLETIC	FIRST INTERSTATE BANK	\$4,600.00	ATHLETIC CHANGE CASH
16216	ATHLETIC	FIRST INTERSTATE BANK	\$8,200.00	ATHLETIC CHANGE CASH
16217	SAVE - CP	MIDAMERICAN ENERGY	\$40.00	CONSTRUCT SERVICE
16218	GENERAL	WINDSTREAM	\$218.70	ADMIN SERVICE
16219	ATHLETIC	FIRST INTERSTATE BANK	\$3,100.00	ATHLETIC CHANGE CASH
16220	GENERAL	BULLSEYE TELECOM	\$92.42	ADMIN SERVICE
16221	GENERAL	SAM'S CLUB	\$283.39	INSTR SUPPLIES
16222	GENERAL	MEDIACOM	\$269.95	ADMIN SERVICE
	GENERAL	MEDIACOM	\$2,600.00	ADMIN SERVICE
16223	GENERAL	AMERICAN ASSOCIATION OF SCHOOL	\$225.00	ADMIN DUES
16224	GENERAL	BRIGHTLY SOFTWARE INC	-\$1,323.00	MAINT DUES
	GENERAL	BRIGHTLY SOFTWARE INC	\$6,187.34	MAINT SERVICE
16225	MANAGEMENT	JESTER INSURANCE SERVICES	\$60,359.00	MAINT SERVICE
	MANAGEMENT	JESTER INSURANCE SERVICES	\$254,313.00	MAINT SERVICE
	MANAGEMENT	JESTER INSURANCE SERVICES	\$1,125.00	MAINT SERVICE
	MANAGEMENT	JESTER INSURANCE SERVICES	\$701,543.68	MAINT SERVICE
16226	MANAGEMENT	SU INSURANCE COMPANY	\$109,395.00	MAINT SERVICE
16227	GENERAL	DURHAM SCHOOL SERVICES	\$4,400.00	TRANSP SERVICE
	GENERAL	DURHAM SCHOOL SERVICES	\$54,364.98	TRANSP SERVICE
	GENERAL	DURHAM SCHOOL SERVICES	\$9,132.58	TRANSP SERVICE
		<i>GENERAL FUND SUB-TOTAL</i>	<i>\$1,336,296.73</i>	
		<i>GENERAL FUND GRAND TOTAL</i>	<i>\$8,092,405.83</i>	
700690	CHILD CARE FUND	AMAZON BUSINESS	\$1,300.58	INSTR SUPPLIES
700691	CHILD CARE FUND	HY-VEE - N. ANKENY BLVD	\$417.69	INSTR SUPPLIES
700692	CHILD CARE FUND	LASER RESOURCES L.L.C.	\$65.94	ADMIN SERVICE
		<i>CHILD CARE FUND SUB-TOTAL</i>	<i>\$1,784.21</i>	
20188	CHILD CARE FUND	GREAT WESTERN BANK VISA	\$1,390.58	SEE VISA DETAIL
20189	CHILD CARE FUND	DURHAM SCHOOL SERVICES	\$895.24	TRANSP SERVICE
		<i>CHILD CARE FUND SUB-TOTAL</i>	<i>\$2,285.82</i>	
		<i>CHILD CARE FUND GRAND TOTAL</i>	<i>\$4,070.03</i>	
246462	NUTRITION	LISA R FRASER	\$781.44	NUTRITION TRAVEL
246463	NUTRITION	LISA J HORTON	\$925.75	NUTRITION TRAVEL
246464	NUTRITION	KENDLE JONES	\$554.04	NUTRITION TRAVEL
246465	NUTRITION	HEATHER MCBRIDE	\$607.45	NUTRITION TRAVEL
246466	NUTRITION	LEEANNA J VIGOR	\$241.46	NUTRITION TRAVEL

PAID BILLS LISTING JULY 11, 2022 ANKENY CSD BOARD MEETING FISCAL 2022-23

246467	NUTRITION	MARY ABBOTT	\$42.45	NUTRITION REFUNDS
246468	NUTRITION	AMAZON BUSINESS	\$94.53	NUTRITION SUPPLIES
246469	NUTRITION	MARIA ANDREWS	\$66.10	NUTRITION REFUNDS
246470	NUTRITION	LORI ARROWSMITH	\$25.05	NUTRITION REFUNDS
246471	NUTRITION	JESSICA ARTERBURN	\$27.15	NUTRITION REFUNDS
246472	NUTRITION	MIKEL BABCOCK	\$77.05	NUTRITION REFUNDS
246473	NUTRITION	WENDY BARLOW	\$205.45	NUTRITION REFUNDS
246474	NUTRITION	BASCOM TRUCK & AUTOMOTIVE INC.	\$2,735.05	MAINT SERVICE
246475	NUTRITION	BRADLEY BOECKMANN	\$20.80	NUTRITION REFUNDS
246476	NUTRITION	DEB BOSE	\$18.25	NUTRITION REFUNDS
246477	NUTRITION	TARA BOSTON	\$11.00	NUTRITION REFUNDS
246478	NUTRITION	ANGIE BRESSON	\$235.94	NUTRITION REFUNDS
246479	NUTRITION	MELISSA BREWER	\$326.76	NUTRITION REFUNDS
246480	NUTRITION	RUSSELL BRYIEL	\$169.85	NUTRITION REFUNDS
246481	NUTRITION	SHEILA BURCH	\$99.90	NUTRITION TRAVEL
246482	NUTRITION	SUSAN E CARLSON	\$99.90	NUTRITION TRAVEL
246483	NUTRITION	BARB CARUSO	\$319.77	NUTRITION REFUNDS
246484	NUTRITION	CENTRAL RESTAURANT PRODUCTS	\$9,046.30	NUTRITION SUPPLIES
	NUTRITION	CENTRAL RESTAURANT PRODUCTS	\$920.43	NUTRITION SERVICE
246485	NUTRITION	SUSAN CHRISTOPHERSON	\$45.30	NUTRITION REFUNDS
246486	NUTRITION	ANTHONY CLOUTIER	\$253.65	NUTRITION REFUNDS
246487	NUTRITION	NICOLE COMBS	\$97.05	NUTRITION REFUNDS
246488	NUTRITION	JANEL KETELSEN DAVIS	\$115.25	NUTRITION REFUNDS
246489	NUTRITION	ERIK EGGLAND	\$879.75	NUTRITION REFUNDS
246490	NUTRITION	TRACY FRETTE	\$118.56	NUTRITION REFUNDS
246491	NUTRITION	NATHAN FULK	\$98.25	NUTRITION REFUNDS
246492	NUTRITION	ASHLEY GARRIN	\$16.50	NUTRITION REFUNDS
246493	NUTRITION	DEANA GAST	\$252.95	NUTRITION REFUNDS
246494	NUTRITION	KERI GRIESE	\$10.15	NUTRITION REFUNDS
246495	NUTRITION	MARK HARPENAU	\$7.75	NUTRITION REFUNDS
246496	NUTRITION	KEIRA HIPPE	\$6.50	NUTRITION REFUNDS
246497	NUTRITION	HOCKENBERGS EQUIPMENT & SUPPLY CO	\$1,975.00	NUTRITION EQUIP
246498	NUTRITION	KEITH HOHENSEE	\$450.25	NUTRITION REFUNDS
246499	NUTRITION	CHRIS HOISINGTON	\$34.25	NUTRITION REFUNDS
246500	NUTRITION	AMY HUBERTY	\$104.75	NUTRITION REFUNDS
246501	NUTRITION	HY-VEE - N. ANKENY BLVD	\$21.96	NUTRITION SUPPLIES
246502	NUTRITION	HY-VEE - PRAIRIE TRAIL	\$15.96	NUTRITION SUPPLIES
246503	NUTRITION	CHRISTINA IIAMS	\$254.85	NUTRITION REFUNDS
246504	NUTRITION	ANNI ISOJAERVI	\$20.80	NUTRITION REFUNDS
246505	NUTRITION	ANNI ISOJAERVI	\$19.70	NUTRITION REFUNDS
246506	NUTRITION	JEFFREY JAMES	\$62.65	NUTRITION REFUNDS
246507	NUTRITION	JEFFREY JENNINGS	\$313.20	NUTRITION REFUNDS
246508	NUTRITION	ABBY KASCHMITTER	\$336.10	NUTRITION REFUNDS
246509	NUTRITION	JOE KING	\$103.20	NUTRITION REFUNDS
246510	NUTRITION	LASER RESOURCES L.L.C.	\$64.49	MAINT SERVICE
246511	NUTRITION	STACEY LAZEAR	\$34.76	NUTRITION REFUNDS
246512	NUTRITION	JEANETTE LEE	\$132.25	NUTRITION REFUNDS
246513	NUTRITION	BALTAZAR LEIVA	\$113.10	NUTRITION REFUNDS
246514	NUTRITION	LOFFREDO FRESH PRODUCE CO	\$465.56	NUTRITION SUPPLIES
246515	NUTRITION	NATALIE LYNCH	\$16.90	NUTRITION REFUNDS
246516	NUTRITION	MARTIN BROTHERS	\$82.66	NUTRITION SUPPLIES
	NUTRITION	MARTIN BROTHERS	\$2,395.06	NUTRITION SUPPLIES
246517	NUTRITION	TONYA MCDONALD	\$15.90	NUTRITION REFUNDS
246518	NUTRITION	LINDA MCTAGGART	\$53.40	NUTRITION REFUNDS
246519	NUTRITION	ADRIANA MEDINA	\$26.00	NUTRITION REFUNDS
246520	NUTRITION	AMY MENEGAY	\$52.75	NUTRITION REFUNDS
246521	NUTRITION	JENNIFER MOORMAN	\$42.70	NUTRITION REFUNDS
246522	NUTRITION	SANDY MUNSON-HOOVER	\$20.50	NUTRITION REFUNDS
246523	NUTRITION	AMY MURRAY	\$155.20	NUTRITION REFUNDS
246524	NUTRITION	TAWNIA NEIGHBOUR	\$9.42	NUTRITION REFUNDS
246525	NUTRITION	TIFFANY NGUYEN	\$13.65	NUTRITION REFUNDS
246526	NUTRITION	ABIGAIL OLSON	\$114.25	NUTRITION REFUNDS

PAID BILLS LISTING JULY 11, 2022 ANKENY CSD BOARD MEETING FISCAL 2022-23

246527	NUTRITION	PAN O GOLD BAKING CO	\$5,380.84	NUTRITION SUPPLIES
246528	NUTRITION	DAWN PARKER	\$19.40	NUTRITION REFUNDS
246529	NUTRITION	SARAH PESEK	\$158.12	NUTRITION REFUNDS
246530	NUTRITION	JENNIFER PETERSON	\$36.45	NUTRITION REFUNDS
246531	NUTRITION	ELIZABETH PUENTE	\$88.30	NUTRITION REFUNDS
246532	NUTRITION	KRIS SCHULTZ	\$12.37	NUTRITION REFUNDS
246533	NUTRITION	CINDY SHANNON	\$120.40	NUTRITION REFUNDS
246534	NUTRITION	DANIELLE SIEMBIEDA	\$25.00	NUTRITION REFUNDS
246535	NUTRITION	JULIE SIMANSKI	\$9.00	NUTRITION REFUNDS
246536	NUTRITION	SCOT SORENSEN	\$34.54	NUTRITION REFUNDS
246537	NUTRITION	SHARALEE SPEAR	\$32.95	NUTRITION REFUNDS
246538	NUTRITION	SUSAN SPRAGUE	\$240.50	NUTRITION REFUNDS
246539	NUTRITION	SWEET HONEY INC.	\$2,400.00	MAINT SERVICE
246540	NUTRITION	BRANDI THADEN	\$14.95	NUTRITION REFUNDS
246541	NUTRITION	RAHUL THATTE	\$33.95	NUTRITION REFUNDS
246542	NUTRITION	KRIS TIELBUR	\$16.94	NUTRITION REFUNDS
246543	NUTRITION	JEN TOPP-SEGAR	\$9.70	NUTRITION REFUNDS
246544	NUTRITION	MEIN THUY TRAN	\$25.82	NUTRITION REFUNDS
246545	NUTRITION	JULI VAN PELT	\$81.46	NUTRITION REFUNDS
246546	NUTRITION	LEEANNA J VIGOR	\$116.88	NUTRITION TRAVEL
246547	NUTRITION	SAMANTHA VONNAHME	\$19.00	NUTRITION REFUNDS
246548	NUTRITION	LARRY WARD	\$8.55	NUTRITION REFUNDS
246549	NUTRITION	DANIELLE WATERS	\$15.00	NUTRITION REFUNDS
246550	NUTRITION	JEANETTE WATSON	\$28.45	NUTRITION REFUNDS
246551	NUTRITION	AMY WELSHHONS	\$18.10	NUTRITION REFUNDS
246552	NUTRITION	ADAM WOERDEMAN	\$75.95	NUTRITION REFUNDS
246553	NUTRITION	JENNY YORDY	\$20.25	NUTRITION REFUNDS
		<i>NUTRITION FUND SUB-TOTAL</i>	<i>\$36,117.62</i>	
51765	NUTRITION	GREAT WESTERN BANK VISA	\$295.58	SEE VISA DETAIL
		<i>NUTRITION FUND SUB-TOTAL</i>	<i>\$295.58</i>	
		<i>NUTRITION FUND GRAND TOTAL</i>	<i>\$36,413.20</i>	

PAID BILLS LISTING JULY 11, 2022 ANKENY CSD BOARD MEETING FISCAL 2022-23

This is to certify that the following expenditures have been approved this 11th day of July, 2022

General Fund/Student Activity/Capital Projects/PPEL/Debt Service/SAVE	\$ 8,092,405.83
Childcare Fund	\$ 4,070.03
Nutrition Fund	\$ 36,413.20

Ryan Weldon, President

Aaron Johnson, Vice President

Sarah Barthole

Joy Burk

Katie Claeys

Joshua Paik

Amy Tagliareni

Jennifer Jamison, Board Secretary

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

VENDOR	AMOUNT
Adventureland	4,495.00
Kendall Hunt Publishing	4,000.00
Harrington Industries	2,388.24
Hy-Vee	2,315.21
Amazon	1,757.27
Holiday Inn Express	1,396.40
United Airlines	1,189.60
Rocky Mountain Sunscreen	1,150.08
Airtable.com	1,104.00
Fairfield Inn	1,090.00
IMSE	971.26
GoDaddy.com	899.98
Main Street Café	726.25
Jump2Math	655.00
Phonic Books	653.40
Cleanitsupply.com	642.50
Nat'l Dance Association	624.00
First Interstate Bank	589.40
Walmart	580.43
Iowa Assoc of Track Coaches	540.60
Olive Garden	540.00
Westin Hotels	520.98
Bed, Bath, & Beyond	518.72
Target	504.04
ID Superstore	498.20
Andy Mark Inc.	491.70
Varsity Spirit Fashions	465.00
Teacherspayteachers.com	442.80
Sadlier Pettit	436.76
Demco Inc.	436.31
Wipebook Corp.	410.43
Kent Displays	389.70
Cyclone Awards & Engraving	379.00
Stamped Metal Jewelry	360.00
Baudville Inc.	352.72
ASCD	328.00
Otter Creek	324.02
Indeed	308.48
FJ Westcott Company	299.90
OpenTip.com	297.89
Little Caesars	292.87
Iowa State University	292.00
Rydin Decal	285.40
Alphabet for Humanity	279.00
FedEx Freight	276.08
Scholastic	265.00
Vistaprint	244.04
Subway	243.91
Casey's	240.00

Ascend Smarter	214.76
Michael's	211.79
Jimmy John's	205.44
IA Dept of Public Safety	200.00
Tribute Co.	198.00
Iographer	197.96
Shutterstock	188.00
NAESP	184.89
Heartland AEA	180.60
Home Depot	172.33
CI Liftoff	168.00
Ankeny Cinema	155.00
LinkedIn	152.04
Texas Roadhouse	140.86
Wristband Resources	137.00
Applebee's	124.93
Menards	119.23
Parts Warehouse	118.91
Fong's Pizza	117.78
Astra Radio Communications	109.00
Cabaret	108.24
Breakout, Inc.	104.94
Starfall Education	104.83
Personalization Mall	102.46
Erin Condren	91.50
Sankofa Edition	89.91
Party City	89.10
Sideline Power	88.95
Really Good Stuff	87.13
Plaza Florist	87.00
PC Nametag Inc.	75.76
Strawberry Patch	74.97
American Flags Express	74.49
Sticker Mule	72.00
Panera	69.95
Greenwood Heineman	69.00
Gannett	65.00
Kum & Go	64.95
SportsPage	64.00
Buyhookloop.com	62.00
Heggerty Literacy	62.00
Ames Fitness	60.00
CLTA	60.00
Bike Country	59.98
Gimkit Pro	59.88
West Music	58.95
Mailchimp	46.99
Run Smart Project	44.99
Attainment Compnay	44.00
Screenful OY	43.00
Harvest Tennis	40.00
Ankeny Hardware	39.96
MDLSoft	39.37

Adobe	37.09
Quizlet.com	35.99
McDonald's	35.03
SpeedPro Imaging	35.00
Dollar Tree	33.75
Domino's	31.96
IgniteChinese.org	29.99
Google Ads	27.98
Batteries Plus Bulbs	27.19
Sam's Club	26.06
Sonic	25.92
Craigslist (HR)	25.00
Ankeny Cleaners	20.80
Staples	19.48
Boomerang	14.99
UPS Store	13.38
Signup Genius	11.99
USPS	9.25
NY Times	7.95
Walgreens	7.58
Arty Crafty Kids	5.00
Des Moines Performing Arts Center	(3.00)
Ginnie Coleman Photography	(21.00)
Previously taken credit	(23.04)
Best Buy	(40.92)

Total	44,486.81
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ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Personnel Report

ATTACHMENTS:

File Name	Description	Type	Upload Date
Personnel_Report_7.11.22.pdf	Personnel Report 7.11.22	Support Document	7/8/2022



AMENDED
Personnel Memorandum
July 11, 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 22-23

*pending background check and/or post offer physical assessment

Appointments - Certified

Employee	Position	Location	Notes
Anna Schweers	STRAT II Special Education	Ashland Ridge Elementary	Transferring from Special Education at Southview Middle School
Maureen Hegedus	9th Grade English	Southview Middle School	Transferring from English Teacher at Summit
Molly Rodgers	1st Grade Teacher	Heritage Elementary	
Annastasia Manrose	Language Arts	Ankeny High	
Sheri Fogarty	4th Grade Teacher	Northwest Elementary	
Nancy Noll	1st Grade Teacher	East Elementary	
Sheryl Knuth	Special Education	Centennial High	
Jordan Presnall	7th Grade Literacy	Parkview Middle School	
Kaitlin Riley	Special Education Teacher	Terrace Learning Center	
Kati Ploeger	5th Grade Teacher	Westwood Elementary	
Fallon Reicks	English	Summit	Pending Background

Beth Temple	1st Grade Teacher	Ashland Ridge Elementary	
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Resignations - Certified

Employee	Position	Location	Notes
Nicole Meyer	Special Education Teacher	Ashland Ridge Elementary	Resignation
Johanna Russell	Art Teacher	Northwest Elementary	Resignation
Matthew Waldschmitt	9th Grade Math	Southview Middle School	Resignation

Appointments - Classified / Confidential

Employee	Position	Location	Notes
Ashley Nelson	Lead Associate	Southeast Elementary	
Lori Wermers	Building Secretary	Prairie Ridge Middle School	
Pam Carlin	Curriculum Assistant	District Office	Transferring from 10 mo Secretary at Prairie Trail Elementary
Melissa Butcher	Secretary - 10 Month	Prairie Trail Elementary	Transferring from 10 Month Secretary at Terrace Learning Center
Matthew Looney	Custodian	Centennial High School	Pending Background & Physical Assessment

Resignations - Classified / Confidential

Employee	Position	Location	Notes
Hasmita Vaughn	Special Education Associate	Terrace Learning Center	Resignation
Steven Meyer	Custodian	Ankeny High School	Retirement
Naghmana Majeed	Special Education Associate	Westwood Elementary	Resignation
Kaylee Arnold	Secretary - 10 Month	Centennial High	Resignation
Kendra Simpson	Special Education Associate	Prairie Ridge Middle School	Resignation

Toni Young	Special Education Associate	Northeast Elementary	Resignation
Megan Perry	Secretary - 9 Month	Southeast Elementary	Resignation
Kayla Stace	Special Education Associate	Centennial High	Resignation

Appointments - Administrative

Employee	Position	Location	Notes
Ashley Schryver	Student & Building Support Specialist	Ankeny High	
Marci Bailey	Literacy Specialist	District Office	
Jason Gibson	Safety Coordinator	District Office	
Nick Nelson	Student & Building Support Specialist	Ankeny High	Transferring from social studies

Resignations - Administrative

Employee	Position	Location	Notes

Appointments - Extra-Curricular

Employee	Position	Location	Notes
Christopher Bieghler	Assistant Football Coach	Centennial High	Pending Background
Cara Kelly	8th Assistant Volleyball Coach	Northview	
Brooklyn Beeman	9th Winter Cheerleading	Southview	
Annastasia Manrose	Yearbook	Ankeny High	
Ryan Dalton	9th Assistant Football	Southview	
Nicole McFarland	Wellness Sponsor	Prairie Ridge	
Ben Schiltz	10th Assistant Football	Ankeny High	
Issiah Sullivan	8th Assistant Wrestling	Southview	
Christopher Bieghler	Assistant Varsity Football	Centennial High	

Resignations - Extra Curricular

Employee	Position	Location	Notes
Sarah Saladino	8th Boys Basketball	Southview	
Emily Waugh	8th Head Girls Track	Northview	
Kelsey Fischer	Assistant Girls Track	Ankeny High	
Sarah Lynn	Assistant Girls Soccer	Ankeny High	
Clayton Werkman	8th Assistant Football	Northview	



ANKENY COMMUNITY SCHOOL DISTRICT

Item Cover Sheet

Title: Contracts and Agreements

- Extended Information:**
- Teaching Strategies Gold Renewal - Online Assessment Portfolios for Preschool for \$4,149.60
 - Drake Head Start Rental Renewal - 2022-2023
 - Microsoft - Volume Licensing Ramped Discount Amendment
 - Energy Print Proposal 2022-2023 for \$38,808.00
 - RSP Amendment
 - Strategic America - August 1, 2022 - June 30, 2023 for \$49,000.00
 - Trane Service Agreement Renewal - Prairie Ridge Middle School - 2022-2023 for \$2,822.00
 - Universal Pediatrics Service Agreement for Nursing Services Renewal - 2022-2023 School Year
 - Dana Schon Consulting - Professional Services Agreement - August 10, 2022 for \$1,500.00
 - Holy Trinity Lutheran Church Services Agreement - 2022-2023 - No-Cost Services
 - PowerSchool eFinance Plus Accounting and Time Clock Renewal - 2022-2023 for \$85,960.81
 - Lloyd's of London - Policyholder Disclosure Notice of Terrorism Insurance Coverage
 - Better Impact - Subscription Summary - 2022-2023 for \$3,204.01
 - Monday.com - July 20, 2022 - July 19, 2023 for \$15,543.84
 - Heartland Business Systems - July 11, 2022 - June 23, 2025 for \$4,464.00
 - Droplet, LLC - Westwood Elementary - Subscription October 14, 2022 - October 13, 2023 for \$1,500.00

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

Summary: **Microsoft** - This is an amendment to MS agreement allowing for discounted pricing.
Universal Pediatrics - Universal Pediatrics annual liability service agreement for nursing services with Ankeny Schools.

Fiscal Impact:

ATTACHMENTS:

File Name	Description	Type	Upload Date
Teaching Strategies -GOLDQuote2022.pdf	Teaching Strategies Gold Renewal	Support Document	6/20/2022
Drake Head Start - Ankeny - Drake HS signed.pdf	Drake Head Start 2022-2023 Lease Renewal	Support Document	6/28/2022
Microsoft - Ankeny Community School District EES#70503237_RampedDiscountAmendment_EES63_06.16.2022.pdf	Microsoft	Support Document	6/22/2022
EnergyPrint Property Porfolio Agreement - 22-23.pdf	EnergyPrint Proposal	Support Document	6/27/2022
RSP Amendment -2022.FINALMERGED.pdf	RSP Amendment	Support Document	6/27/2022
Strategic America Ankeny Schools_FINAL- Signed.pdf	Strategic America	Support Document	7/5/2022
Trane Service Agreement - Prairie Ridge Middle School 2022-2023 Service Agreement.pdf	Trane Service Agreement Renewal - Prairie Ridge Middle School	Support Document	6/27/2022
Universal Pediatrics - Roles and Responsibilities.pdf	Universal Pediatrics - Roles and Responsibilities	Support Document	6/29/2022
Universal Pediatrics - Service Agreement for Nursing Services Redacted.pdf	Universal Pediatrics - Service Agreement	Support Document	6/29/2022
Dana Schon Consulting - Professional-Services-Agreement.pdf	Dana Schon Consulting - Professional Service Agreement	Support Document	7/5/2022

[Holy Trinity Lutheran Church Services Agreement - 2022-2023.pdf](#)

Holy Trinity Lutheran Church - Services Agreement Support Document 7/5/2022

[PowerSchool - eFinance Plus Renwal - Ankeny comm.pdf](#)

PowerSchool eFinance Plus Renewal Support Document 7/5/2022

[Lloyd s of London - Ankeny- Wind-Hail Buyback -Terrorism Exclusion form.pdf](#)

Lloyd's of London - Policyholder Disclosure Support Document 7/5/2022

[Better Impact Software - 2022-2023.pdf](#)

Better Impact Software Subscription Support Document 7/6/2022

[Monday.com -Quote-MO-104870-6-Jul-2022-22-53-9.pdf](#)

Monday.com Support Document 7/7/2022

[Heartland Business Systems - DuoQuote.pdf](#)

Heartland Business Systems Support Document 7/7/2022

[Droplet Invoice 2022 2023 school year invoice.pdf](#)

Droplet, LLC Support Document 7/7/2022

TEACHING STRATEGIES, LLC ("TS")
 4500 EAST-WEST HIGHWAY, SUITE 300
 BETHESDA, MARYLAND 20814
 301-634-0818

Subscriber Name: Ankeny Community SD
Subscriber Number: 02ANKENY
Contact Name: Amy Kolln
Contact Email: amy.kolln@ankenyschools.org
Contact Title:

Prepared by: Maria Campbell
 maria.campbell@teachingstrategies.com
 5308
Expiration Date: 07-31-2022
Subscription Term: 08/01/2022 - 07/31/2023

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
10GOLDPORT GOLD™ Online Assessment Portfolios	\$10.92	380	\$4,149.60
60ARCHIVE GOLD Archives	\$0.00	3800	\$0.00

Subtotal:	\$4,149.60
Shipping:	\$0.00
Tax:	\$0.00
Total:	\$4,149.60

BILL TO

Billing Client: Ankeny Community SD
Billing Street:
Billing City:
Billing State:
Billing Postal Code:
Billing Country:

Select a Payment Method and follow the payment instructions.

Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Subscription Services Products


This Order is entered into by and between Subscriber identified above and TS. This Order, together with the Subscription Services Terms and Conditions ('Agreement'), and those other documents incorporated by reference into the Agreement, constitute the entire agreement between Subscriber and TS ('Entire Agreement'). The Entire

Agreement sets forth the terms pursuant to which TS will provide access to its subscription services ("Services"). Subscriber must sign and deliver a copy of this Order and an executed Agreement (when applicable) to receive access to the Services set forth in this Order.

The subscription period will begin on 08-01-2022 and expire on 07-31-2023 ("Term").

The administrator identified for this subscription is:
Melissa Butcher
melissa.butcher@ankenyschools.org

By executing this Order Form, the Subscriber hereby agrees to be bound by the provisions contained herein:

Subscriber Name	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print):	Name: Heather O'Shea
Title: Board President	Title: Chief Financial Officer
Address: 306 SW School Street	Address: 4500 East West Highway, Suite 300
Ankeny, Iowa 50021	Bethesda, MD 20814
Date:	Date:

TEACHING STRATEGIES, LLC SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions (the "**Agreement**") set forth the terms pursuant to which Teaching Strategies, LLC ("TS") will provide Ankeny Community SD ("**Subscriber**") access to its subscription services ("**Services**") pursuant to one or more order forms (each an "**Order**") signed by Subscriber. The Services include proprietary content, activities, articles, tools, software applications, databases, and other materials.

1. Services.

- A. *License Grant.* Subject to Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Services as provided herein, and to have Authorized Users, as defined below, use and access the Services in accordance with the foregoing grant.
- B. *Delivery and Access.* The Services will be provided through TS's website at www.teachingstrategies.com and such other sites as TS may designate (collectively, "**Website**"). Use of the Website is subject to additional terms and conditions contained within the Terms of Use and Privacy Policy set forth on the Website. Subscriber agrees that it will use the Services only as permitted herein. For the purpose of this Agreement, "**Authorized Users**" will include Subscriber's employees, contractors, consultants, and those auditors, governmental authorities and other individuals and entities who may require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.
- C. *Prohibited Activities.* Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use the Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (iii) modify, translate, or prepare any derivative work based on the Services; (iv) decompose, decode, or otherwise reverse engineer any TS technology; (v) allow any third party or unlicensed user or computer system to access or use the Services; or (vi) remove any proprietary notices or labels attached to the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

2. Administration of Services.

- A. *Subscriber Administrator.* Subscriber may designate one (1) or more of its employees to serve as the administrator(s) for the Services. The administrator is responsible for (i) assigning and administering passwords and usernames to the Authorized Users; (ii) setting

up and maintaining access and permission rights for the Authorized Users; and (iii) where applicable, inputting data regarding the Authorized Users.

- B. **Registration.** Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her username and password with TS through the Website before the Authorized User can access the Services for the first time.
- C. **Password Protection.** Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend the use of a username and password in the event that it is misused by Subscriber or an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS' sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- D. **Instructions.** TS will make instructions regarding use of the Services available in electronic form on the Website, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures.
- E. **Retrieval of Data.** Upon termination of the Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.
3. **Length of Services.** The initial term of the Services will be as set forth in an Order (the "Term"). The Term may be renewed by mutual written agreement of the parties via acceptance and execution of a renewal Order or under an autorenewal provision within the Order.
4. **Subscription Fee.** Access to the Services is subject to TS' receipt of the full amount of the subscription fee as set forth in an Order. Payment may be made by credit card or by check. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay any amounts due within thirty (30) days of the execution of an Order. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS income. This clause will not apply if Subscriber is tax exempt and provides TS with a tax exempt certificate.
5. **Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Services ("Subscriber Data"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in de-identified and aggregated form for purposes of enhancing the Services, analyzing usage trends, aggregated

statistical analysis, technical support, and other business purposes. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website.

6. Termination.

A. *By TS.* TS may terminate this Agreement and Subscriber's access to the Services (i) upon written notice to Subscriber if Subscriber fails to pay or materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of notice; or (ii) immediately if Subscriber files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent, or is liquidated or otherwise dissolved.

B. *By Subscriber.* Subscriber may terminate this Agreement by providing TS written notice of its intent to terminate if TS materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of such notice; or (ii) immediately if TS files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent or is liquidated or otherwise dissolved.

C. *Effect of Termination.* Upon the expiration or earlier termination of this Agreement, Subscriber will promptly discontinue any further use of the Services. Subscriber will not be entitled to any refund of fees paid in the event of termination. This clause does not impact TS' right to collect any amount due hereunder, nor does it limit Subscriber's rights under termination for breach of Agreement by TS.

7. **Intellectual Property Rights.** TS will own and retain all right, title, and interest in and to the Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation.

8. **Warranties.** TS represents, warrants, and covenants that (i) its use of Subscriber Data during the Term of this Agreement will comply with its posted Privacy Policy; (ii) the Services will operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, TS makes no other warranties and all other warranties, either express or implied, are hereby disclaimed, including but not limited to warranties of merchantability and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

Subscriber represents, warrants, and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (ii) it has all necessary rights and permissions to grant access to the Services to its Authorized Users; (iii) it will obey all applicable laws, rules, and regulations in its use of the Services and Subscriber Data; (iv) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (v) Subscriber Data will not


contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

9. **Indemnification.** Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (i) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (iii) Subscriber's use of the Services in violation of applicable law. TS agrees to indemnify, defend, and hold Subscriber harmless from and against any and all liability, damage, loss or expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding alleging that the Services infringe or violate any United States patent, copyright or trademark. TS acknowledges that Subscriber's liability in any of the above listed circumstances may be limited or eliminated based upon applicable local, state, or federal law.

10. **Limitation of Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS DELIVERED," AND CANNOT BE CUSTOMIZED OR MODIFIED. WITHOUT LIMITING THE FOREGOING, AND EXCLUDING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, THE TOTAL LIABILITY OF TS FOR ANY REASON WHATSOEVER RELATED TO THE SERVICES WILL, IN NO EVENT, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO TS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

11. **General Terms.**

- A. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
- B. **Legal Notice.** TS will provide any legal notice to Subscriber via mail at the address noted below. Subscriber must provide any legal notice to Teaching Strategies, LLC, Attn: Chief Financial Officer, 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA. Any legal notices provided without compliance with this section will have no legal effect.
- C. **Entire Agreement.** This Agreement, the Order, the Terms of Use, and the Privacy Policy effective as of the Order date constitute the entire, complete, and exclusive agreement between TS and Subscriber regarding the Services ("Entire Agreement"). The Entire Agreement supersedes all prior agreements and understandings, whether written or oral, whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement. The terms and conditions of this Agreement will prevail over any conflicting provisions in the Terms of Use.


Ankeny Community SD	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print):	Name: Heather O'Shea
Title: Board President	Title: Chief Financial Officer
Address: 306 SW School Street	Address: 4500 East West Highway, Suite 300
Ankeny, Iowa 50021	Bethesda, MD 20814
Date:	Date:

PERMISSION TO PROVIDE ACCESS TO SUBSCRIBER DATA

Teaching Strategies, LLC (“TS”) is providing Ankeny Community SD (“Subscriber”) access to its subscription services (“Services”) pursuant to the Subscription Services Terms and Conditions (“Agreement”) and one or more order forms (each an “Order”) signed by Subscriber. As part of the Services, Subscriber submits or inputs data into the Services and TS then may process, store, handle, or analyze the data as a part of or to enable or facilitate the provision of the Services (“Subscriber Data”).

Subscriber gives TS permission to grant Iowa Department of Education access to Subscriber Data as an Authorized User, as defined in the Agreement. The relationship by and between Subscriber and Authorized User will not affect Subscriber’s obligations under the Agreement or any given Order, including, but not limited to, Subscriber’s obligation to remit payment to TS for the Services provided under the Agreement.

By signing below, Subscriber agrees to be bound by the provisions contained herein.

Ankeny Community SD	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print):	Name: Heather O’Shea
Title: Board President	Title: Chief Financial Officer
Address: 306 SW School Street	Address: 4500 East West Highway, #300
Ankeny, Iowa 50021	Bethesda, MD 20814
Date:	Date:

LEASE - BUSINESS PROPERTY

THIS AGREEMENT ("Agreement"), made and entered into this 6th day of June, 2022 by and between the **Ankeny Community School District** ("Landlord"), whose address for the purpose of this lease is, 306 SW School Street, Ankeny, Iowa 50023, and **Drake University Head Start** ("Tenant"), whose official address is 3800 Merle Hay Rd Ste 323, Des Moines, Iowa 50310.

The parties agree as follows:

I. PREMISES AND TERM.

A. Premises. Landlord leases to Tenant the following premises, situated at Landlord's property commonly known as Terrace Learning Center located at 310 NW School Street, Ankeny, Polk County, Iowa 50023:

- (1) A room(s) identified by Landlord in the 1200 pod in the Terrace Learning Center together with, as it relates to the leased room(s), all improvements thereon and all rights, easements, and appurtenances thereto belonging.
- (2) The real property on the western exterior of Terrace Learning Center designated in writing by Landlord as the appropriate space for Tenant's erection of a playground for use children enrolled in Tenant's program, together with, as it relates to the leased real property, all rights, easements, and appurtenances thereto belonging.
- (3) The real property on the western exterior of Terrace Learning Center designated in writing by Landlord as the appropriate space for Tenant's erection of a storage shed, together with, as it relates to the leased storage shed, all improvements thereon and all rights, easements, and appurtenances thereto belonging.

B. Term. The lease shall begin on July 1, 2022 and end on June 30, 2023 upon the condition that Tenant performs all of the terms in this Agreement, provided, however, that Landlord may terminate this Agreement prior to its expiration, for any reason, by giving Tenant sixty (60) days written notice of the termination of the Agreement.

II. RENT.

A. Rent. Tenant agrees to pay Landlord as rent \$1,488.33 per month in advance commencing on July 1, 2022, and on the first day of each month thereafter, during the term of this Agreement. Rent for any partial month shall be prorated as additional rent. All sums shall be paid at the address of Landlord or at such other place as Landlord may designate in writing. Delinquent payment shall draw interest at 9% per annum.

B. Access Cards and Keys. Tenant shall also pay for any additional keys or access cards, after the first two are assigned, at the Landlord's existing rate to have a replacement(s) made.

III. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this Agreement. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION TO TENANT ON SAID DATE, TENANT'S SOLE DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

IV. USE.

Tenant shall use the premises only OFFICE SPACE, NON-PROFIT MEETINGS, AND/OR PUBLICLY-IDENTIFIED SERVICES OF THE TENANT ORGANIZATION.

V. CARE AND MAINTENANCE.

A. Condition of Premises. Tenant takes the premises as is, except that Tenant may erect a playground approved in writing by the Landlord on the real property elucidated in Article I.A(2) of this Agreement. Tenant shall make no additional structural changes or alterations to the leased property without prior written consent of Landlord.

B. Maintenance and Repair: Landlord Obligations. Tenant shall not be responsible for the maintenance, repair, or replacement of the roof, exterior walls, foundation, sewer, plumbing, heating, wiring, heating, ventilating and air conditioning, grease trap, windows and window glass, parking areas, driveways, sidewalks, and exterior decorating, except for such repairs or replacements caused by the actions or omissions of Tenant or Tenant's agent(s), invitee(s), and/or employees. The maintenance of the items above shall be subject to Landlord's sole determination of the need for repair. Tenant shall notify Landlord of any repairs or replacements needed. Landlord shall be responsible for maintaining the parking area, driveways, and sidewalks abutting the premises leased under this Agreement.

C. Inclement Weather. Landlord shall be responsible for snow removal as provided in the Landlord's Inclement Weather Protocol. Tenant acknowledges that the Landlord may cancel scheduled events and/or close the building during inclement weather in accordance with the Landlord's Inclement Weather Protocol. Tenant shall follow and abide by the guidelines in the

Landlord's inclement Weather Protocol.

- D. Maintenance of Premises: Tenant Obligations.** Tenant shall maintain the premises in a reasonably safe, serviceable, clean, and presentable condition. Except for the repairs and replacements elected to be made by Landlord in subparagraph (B) above, Tenant shall, with the approval of Landlord, make all repairs, replacements, and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS, AND/OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.

Any repair and/or maintenance performed by Tenant shall be done in a good and workmanlike manner free from defects in materials and workmanship, and Tenant shall comply with all applicable building and safety code(s).

- E. Security.** Building security and locks shall be maintained according to the policies and procedures established by the Landlord. Internal security for the leased premises shall be the responsibility of Tenant.
- F. Access.** Tenant shall not have access to the Terrace Learning Center and to the property leased therein as outlined in Article I.A(1) and in Article I.A(3) between the hours of 11: 30 p. m. and 5: 30 a. m. Tenant shall have access to the real property on the western exterior of the Terrace Learning Center outlined in Article I.A(2) during the hours that Tenant's program operated on Landlord property is in session.

VI. UTILITIES AND SERVICES.

- A. Utilities.** Landlord shall pay for all utilities. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
- B. Refuse, Trash, and Debris.** Tenant will maintain the leased premises in a clean and healthy manner, keeping the same free of refuse, debris, and trash. Tenant shall regularly (no less than once per week) remove all refuse from the premises to the available dumpster provided by

Landlord. Tenant shall limit its weekly trash output torso more than sixty (60) gallons, unless Tenant receives prior written approval from Landlord for a higher amount.

VII. SURRENDER.

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Agreement and the acceptance of rent by Landlord shall constitute a month- to- month extension of this lease.

VIII. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

IX. INSURANCE.

- A. Workers Compensation Insurance.** If Tenant has employees who will work on or about any Ankeny Community School District property, Tenant agrees to provide proof of Workers' Compensation and Employer's' Liability Insurance as prescribed by law within the minimum limits as outlined in Appendix A.
- B. Liability Insurance.** Unless otherwise agreed by the Landlord and Tenant in writing, Tenant shall obtain liability insurance in the amount(s) as outlined in Appendix A.
- C. Property Insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special firm causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- D. Proof of Insurance.** Tenant agrees to provide Landlord annually with proof of insurance in compliance with Article IX of this Agreement. Additionally, Tenant agrees to require same from any vendors and/or contractors that it may invite onto the leased premises.

X. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agent(s), employee(s), or invitee(s)), except to the extent the loss is insured and subrogation is waived under the owner's policy.

XI. INDEMNITY.

Tenant will hold harmless the Landlord from all expenses, costs, harm and damages of whatever kind, which might arise directly or indirectly from any act or omission on the part of Tenant's employees, agents, or designees which are not under the control of the Landlord. The Landlord will hold harmless Tenant from all expenses, costs, harm and damages of whatever kind, which might arise directly or indirectly from any act or omission on the part of the Landlord's employees, agents or designees which are not under the control of Tenant.

XII. DAMAGE.

In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage Landlord elects to repair within 60 days after its occurrence, this Agreement shall not terminate and rent shall not be abated. In the event of a partial destruction, Landlord may, at its election, repair such damages within 60 days of its occurrence unless prevented from doing so by act(s) of God, government regulations, or other causes beyond Landlord's reasonable control. In the event of a destruction or damage of the premises so that Tenant is not able to conduct its business on the premises and which damages Landlord has elected not to make, or which cannot be repaired within 60 days, this Agreement may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues, each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this Agreement, Landlord at its option and at its discretion may rebuild or not.

XIII. MECHANICS' LIENS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service, or labor (or any improvement on the premises.

XIV. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

A. Events of Default. Each of the following shall constitute all event of default by Tenant:

- (1) Failure to pay rent when due.

- (2) Failure to observe or perform any duties, obligations, agreements, and/or conditions imposed on Tenant pursuant to the terms of this Agreement.
- (3) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.
- (4) Institution of voluntary bankruptcy proceedings by Tenant, institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankrupt, assignment for the benefit of creditors of the interest of Tenant under this Agreement; appointment of a receiver for the property or affairs of Tenant where the receivership is not vacated within ten (10) days after the appointment of the receiver.

B. Notice of Default. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant more than three notices for the same default within any 365 day period.

C. Remedies. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

- (1) **Termination.** Landlord may declare this Agreement to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Agreement, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.
- (2) **Forfeiture.** If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

XV. SIGNS.

Landlord, during the last 90 days of this Agreement, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants to enter and examine the premises. Landlord will provide one indoor and one outdoor area for the posting of signs, directions, or tenant information upon request. Landlord will specify the size, location, and ADA requirements for signage that may be posted by the Tenant.

XVI. NOTICES AND DEMANDS.

All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Agreement when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

XVII. PROVISIONS BINDING.

Every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto.

XVIII. CERTIFICATION.

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

XIX. CHANGES TO BE IN WRITING.

None of the covenants, provisions, terms, and/or conditions of this Agreement shall be modified, waived, and/or abandoned, except by a written instrument duly signed by the parties. This Agreement contains the whole agreement of the parties.

XX. NO SMOKING.

TENANT IS LEASING PREMISES IN A NO SMOKING BUILDING AND ON NO SMOKING REAL PROPERTY. Smoking shall not be permitted within the building or outside of the building.

XXI. CONSTRUCTION.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neutral gender, according to the context.

XXII. TERMINATION AND NOTICES.

All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other in writing of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Agreement when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

Notice to the Ankeny Community School District shall be delivered to:

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

Notice to Drake University Head Start shall be delivered to:

Director
Drake University Head Start
3800 Merle Hay Rd Ste 323
Des Moines, IA 50310

XXIII. COMMUNICATION.

Landlord shall immediately communicate any concerns that impact Head Start classrooms leased per this Agreement or that may impact the continuation of this Agreement. All such communication shall be directed from the Ankeny Community School District superintendent or designee to the Head Start Program Coordinator and/or Director.

XXIV. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successor(s), heir(s), administrator(s), executor(s), and assign(s) of the parties hereto.

XXV. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Iowa.

The parties have executed this Agreement by their duly authorized representatives as of the 20th day of June, 2022.

LANDLORD

Ankeny Community School District

By: _____

Name: Ryan Weldon

Title: President, Board of Education

Date: _____

TENANT

Drake University Head Start

By:  _____

Name: Lisa Proctor

Title: Director

Date: 6/28/22 _____

Program Signature Form

MBA/MBSA number

Agreement number 01C36286

AnkenyMDE61522

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Ramped Discount Amendment	EES63 (70503237)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Ankeny Community School District
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Amendment to Contract Documents

Enrollment Number

70503237

AnkenyMDE61522

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enrollment for Education Solutions Ramped Discount Amendment ID EES63

The parties agree that the Enrollment or Agreement identified above is amended by adding the following new section:

Discount

Year 1: Prior to 31 December 2022, Microsoft will apply the discount for each Product to Institution’s Reseller’s invoice on the condition that the Minimum Quantity or greater is being purchased as indicated in the table below. Resellers pay a net price to purchase Products from Microsoft; that price may be lower than the Estimated Retail Price for the Products. For this Enrollment, Microsoft provided Institution’s Reseller an additional discount off the Reseller’s net price, and that additional discount is shown in the table below for orders placed before the date specified above. Institution’s actual final price and currency will be established by a separate agreement between Institution and its Reseller.

Part Number	Name of Product	Offering (FAC/STU /ACP)	Discount as percentage off list price to Reseller	Minimum Quantity	Estimated Retail Price	Currency
NY1-00001	Defender Endpoint P2 Device Edu Sub	ACP	40%	4,000	2.52	USD
QLU-00004	Defender Endpoint P2 Edu SU Defender Endpoint P1 Edu Per User	ACP	40%	1,500	1.91	USD

Year 2: From 01 January 2023 to 31 December 2023, Microsoft will apply the discount for each Product to Institution’s Reseller’s invoice on the condition that the Minimum Quantity or greater is being purchased as indicated in the table below. Resellers pay a net price to purchase Products from Microsoft; that price may be lower than the Estimated Retail Price for the Products. For this Enrollment,

Microsoft provided Institution's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the table below for orders placed before the date specified above. Institution's actual final price and currency will be established by a separate agreement between Institution and its Reseller.

Part Number	Name of Product	Offering (FAC/STU /ACP)	Discount as percentage off list price to Reseller	Minimum Quantity	Estimated Retail Price	Currency
NY1-00001	Defender Endpoint P2 Device Edu Sub	ACP	40%	4,000	2.52	USD
QLU-00004	Defender Endpoint P2 Edu SU Defender Endpoint P1 Edu Per User	ACP	20%	1,500	1.91	USD

Year 3: From 01 January 2024 to 31 December 2024, Microsoft will apply the discount for each Product to Institution's Reseller's invoice on the condition that the Minimum Quantity or greater is being purchased as indicated in the table below. Resellers pay a net price to purchase Products from Microsoft; that price may be lower than the Estimated Retail Price for the Products. For this Enrollment, Microsoft provided Institution's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the table below for orders placed before the date specified above. Institution's actual final price and currency will be established by a separate agreement between Institution and its Reseller.

Part Number	Name of Product	Offering (FAC/STU /ACP)	Discount as percentage off list price to Reseller	Minimum Quantity	Estimated Retail Price	Currency
NY1-00001	Defender Endpoint P2 Device Edu Sub	ACP	30%	4,000	2.52	USD
QLU-00004	Defender Endpoint P2 Edu SU Defender Endpoint P1 Edu Per User	ACP	0%	1,500	1.91	USD

Reseller Acknowledgement

Name of Reseller SoftwareONE, Inc.

Printed Name Marina Campos

Printed Title Operations Analyst

Date 06/16/2022

Reseller Signature

Marina Campos

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

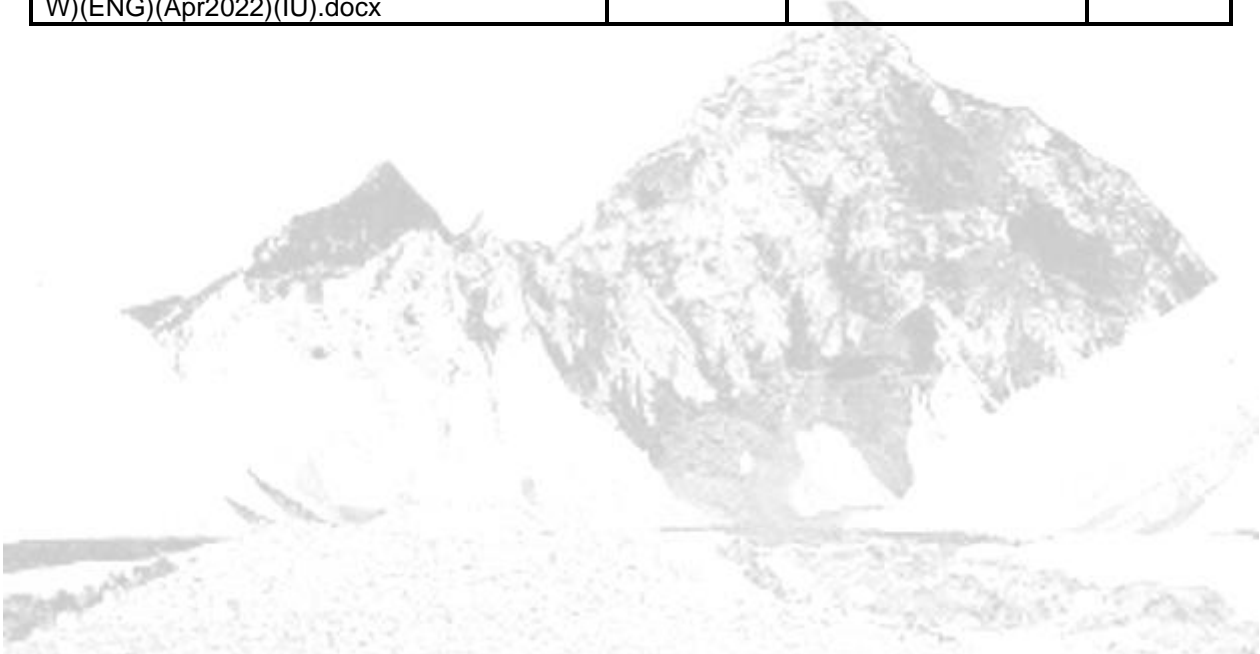
This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(EES63)EESEnrAmend(RampedDiscount)(W
W)(ENG)(Apr2022)(IU).docx

EES63

P





PO Box 14377
 St. Paul, MN 55114
 Main: 651-357-9100
 Toll Free: 866-259-6869
 www.energyprint.com

EnergyPrint Property Portfolio Agreement

Pricing Valid thru July 31, 2024

Customer Name Ankeny Community School District			
Address 306 S.W. School Street			
City	Ankeny	State Iowa	Zip 50023
Primary Contact Tim Simpkins			
Phone #	515-965-9604 Ext. 54683	E-mail Address tim.simpkins@ankenyschools.org	
Invoicing Contact Marcia Squier, Accounts Payable			
Phone #	515-965-9604 Ext. 50767	E-mail Address accountspayable@ankenyschools.org	

Property (Building): A "Property", also referred to in some cases as a "Building", is defined as a single structure or group of structures treated as a single group by utilities (treated as a single structure) with a single physical address defined by the utility bill, inclusive of all its features (square footage, age, use, etc.), and utility meters for all energy and water sources being tracked as part of EnergyPrint Inc. services.

EnergyPrint Subscription Tiers	Cost/Building		# of Buildings	# of Meters	Total Project Cost	
	Monthly	Annual Pre-Pay			Per Month	Yr. Pre-Pay
Pay from Savings (1 meter/building)		\$250				
Economy (2 meters max/building ave.)	\$60	\$660				
Standard (4 meters max/building ave.)	\$110	\$1,210	20	78	\$2,200	\$24,200
Deluxe (6 meters max/building ave.)	\$160	\$1,760				
Added Meters (not covered above)	\$20	\$220				
1st Yr. Data - 12 month history	\$16	\$176	Total Meter #	78	\$1,248	\$13,728

			1st Year \$	\$3,448	\$37,928
Building Owner	10-49 Buildings	5%	Discount	5%	5%
Portfolio	50-100 Buildings	10%			
Discount	100-249 Buildings	15%	1st Year \$	\$3,276	\$36,032
	250 + Buildings	20%	2nd Year \$	\$2,090	\$22,990

A La Carte Services	Cost	Quantity	A La Carte Price
Energy Star Certification	\$800 per year, per bldg.		
Energy Audit, < 50,000 sq ft	\$2,500 per audit		
Energy Audit, > 50,000 sq ft	\$3,500 per audit		
Insights Architect - Personalized	\$175 per hour		
Co-Branding Marketing Package	\$250 per year, per bldg.		

A La Carte Total

A La Cart Invoice

PLEASE CIRCLE INVOICE OPTION CHOICE, Years 1 & 2

1 st Yr. Recurring Monthly Invoice: <u> \$3,276 </u>	2 nd Yr. Recurring Monthly Invoice: <u> \$2,090 </u>
1 st Yr. Recurring 1/4erly Invoice: <u> \$9,827 </u>	2 nd Yr. Recurring 1/4erly Invoice: <u> \$6,270 </u>
1 st Yr. Annual Pre-Pay: <u> \$36,032 </u>	2nd Yr. Annual Pre-Pay: <u> \$22,990 </u>

Terms and Conditions

- Initial subscriptions will start from the date of this agreement and continue for the purchased term of the Subscription, which shall not be less than one year.
- Additional Subscriptions, renewals or a la carte services may be added to this agreement with written approval of the statement of work which must contain the number of buildings, specified subscription tiers, annual service dates and amount to be invoiced.
- Customer shall pay EnergyPrint Inc. within thirty (30) days of invoices.
- Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at 1.25% per month.
- If Customer is delinquent on a payment of fees for fifteen (15) days or more, EnergyPrint Inc. may suspend Customer access to the EnergyPrint software applications.
- Invoices will be sent by electronic delivery unless otherwise requested.
- Subscriptions will automatically renew for a period equal to the initial purchase term unless Customer provides written intent to EnergyPrint Inc. of non-renewal at least 30 days prior to the end of the initial or any renewal term.
- Customer may cancel services at any time with 60 day written notice to EnergyPrint Inc. Should Customer end its subscription, the Subscription may not be moved to another property. Unused months of service during the initial minimum 12-month term of service are not reimbursable.
- All properties and users who authorize EnergyPrint Inc. to track utility data and utilize EnergyPrint Inc. Services will be considered direct customers of EnergyPrint Inc. for all purposes, and any properties and users of Customer who are given credentials to EnergyPrint Inc. software will also be considered direct customers of EnergyPrint Inc. Customer will have access to user data via EnergyPrint Inc. for the term of this Agreement, or for the length of time determined for each individual properties and users as communicated to and accepted by EnergyPrint in writing.
- Customer agrees to be listed on the EnergyPrint Inc. website and authorizes EnergyPrint Inc. to provide Customer contact information contained in this Agreement to all properties and users associated with Customer.
- Customer may communicate its relationship with EnergyPrint Inc. and share the data provided by EnergyPrint Inc. under this Agreement to its customers and associates, using only the registered marks and approved logos of EnergyPrint Inc. as specified by EnergyPrint Inc.
- If Customer chooses to use its own brand or personalization of EnergyPrint Inc. data and materials, Customer grants EnergyPrint Inc. a non-exclusive non-transferrable limited right to display the Customer's trademarks and service marks in formats solely provided by Customer with no deviations or alterations without Customer's written consent.
- Customer and EnergyPrint Inc. agree to maintain the confidentiality of all Confidential Information, as described in the EnergyPrint Inc. Software License Agreement, of both parties and to use and disclose the Confidential Information only as authorized by both parties.
- This Agreement will be governed by and construed in accordance with the domestic laws of the State of Minnesota without giving effect to any choice or conflict of law, provision, or rule. Any action of any kind by any party against another party arising because of this Agreement may only be brought in the state and federal courts of competent jurisdiction of Ramsey County, State of Minnesota, and the parties hereby submit to the exclusive jurisdiction and venue of such courts for such purposes.
- Subscription services and all properties and users are governed by the EnergyPrint Inc. Software License Agreement.

Signature _____

Name _____

Title _____

Date _____

ACH CUSTOMER ENROLLMENT FORM

To make payments directly from your bank account, please complete this form and return to sender with a copy of your voided check

"I (we) hereby authorize EnergyPrint Inc. to initiate credit entries from my (our) bank account".

Vendor Legal Name: _____

Federal Taxpayer ID # or SSN: _____

Bank Name: _____

Branch: _____

City: _____ State: _____

Bank Transit Routing #: _____

Bank Account #: _____ Checking: _____ Savings: _____

Email address for ACH Withdrawal Notification:

TO: _____ (required)

CC: _____ (optional)

The email deposit notification comes from accounting@energyprint.com, and the subject reads "ACH withdrawal notification," Please add this site to your "Safe Senders" list, and promptly report any email notification changes.

This authority is to remain in full force and effect until Company has received written notification from me of its termination in such time and manner as to afford Company and Bank reasonable opportunity to act on it.

Authorization Signature: _____

Title: _____ Date: _____

PLEASE ATTACH ORIGINAL "VOIDED CHECK"

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
RSP & ASSOCIATES, LLC AND
ANKENY COMMUNITY SCHOOLS, POLK COUNTY, STATE OF IOWA**

Pursuant to the terms of Article 19 of the Professional Services Agreement (“Agreement”) entered into on the 21st day of September 2015 by and between RSP & Associates, LLC. (“Consultant”), and Ankeny Community Schools, Polk County, State of Iowa ("Client"), the Parties mutually agree to amend the terms set forth in the Agreement and to enter into this amendment delineated herein (“Amendment”).

Unless explicitly amended herein, the terms and conditions set forth in the Agreement remain in force and effect and are incorporated by reference. This Amendment shall have effect only when signed by CLIENT and accepted by CONSULTANT.

I. STATEMENT OF WORK NO. RSP 00320

The subject matter of this Statement of Work and the terms and conditions specifically applicable thereto are as follows:

1.0 Description of Professional Services. Professional services provided by Consultant to Client may include, but are not limited to, Consultant's designing, preparing, writing or analyzing one or more of the following: Boundary Analysis, Enrollment Analysis, Facilitation/ Presentations, Facility Staffing Analysis, Maps, Special Projects or other analysis/reports as may be necessary to perform and carry out all of Consultant's obligations set forth in this Statement of Work.

2.0 Purpose of Professional Services. The purpose of professional services is to assist and provide the client the following products, services, or analysis which are further defined in the Statement of Work section 7.0 and 10.0:

- 2.0 Address Locator
- 2.1 Enrollment Analysis
- 2.2 Facility Staffing Analysis
- 2.3 Boundary Analysis
- 2.4 Facilitation/Presentations
- 2.5 Maps
- 2.6 Site Analysis
- 2.7 Special Planning Projects

3.0 Project Management.

3.1 Work Plan. All products will be a work in progress that will meet the deadlines stated in the Deliverable section (7) of the contract unless both the client and consultant agree upon another schedule.

3.2 Work Plan Management. At the request of the client, the consultant shall provide a description of the status of a particular project.

3.3 Communications. All communications regarding any of the projects should be made to the consultant, Robert S. Schwarz, or those individuals in 4.2

4.0 Change Control.

4.1 Procedure. Changes to this Statement of Work may be made only in compliance with the terms of Section 19.0 of the Professional Services Agreement.

4.2 Client Changes. Only the following individuals may authorize changes for the Client:

Superintendent
Chief Officer of Operations
Ankeny Community School District Board of Education

4.3 Consultant Changes. Only the following individuals may accept on behalf of Consultant any changes requested by the Client:

Robert Schwarz, Owner

5.0 Technical Specifications. Each analysis will be provided in hard copy unless otherwise notified by the consultant.

6.0 Quality Standards. The products delivered to the client will be of the highest quality when compared with the industry standard and considered final after being presented to the superintendent/designee.

7.0 Deliverables.

7.1 Consultant Deliverables Defined. The following are products, services, or analysis to be created by the consultant.

- a. The address locator provides the client a web-based tool where realtors, staff, and patrons can enter a valid address in the district and receive attendance information (ES, 6-7, 8-9, HS) for the facilities to which that address is zoned. There will also be the ability to see a map showing where that property is located within the district boundary. If there are significant changes to client website during the term of this Amendment and/or if there is a need to have more than an annual update of the database there will be an additional fee to ensure the address locator code is operational (See Section 10.1).
- b. The Boundary Analysis provides the redistricting options requested by the Client that are based on the SFM enrollment projections generated in the Enrollment Analysis. The analysis will document the public process, benchmark each option with respect to the boundary criteria the Board approves, and ultimately assist the Client in understanding the possible solutions for the

enrollment change to include, better utilization of existing facilities, the timing if/when new facilities or additions should be built, if/when new sites should be purchased, and if/when a bond referendum should be held. (See section 10.2)

- c. The Enrollment Analysis assists the Client in understanding how the projected enrollment impacts capacity at each of its facilities. The analysis projects the enrollment at each facility for the next five years with current boundaries. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers will be utilized by Consultant to discuss land use, development policies, building permit trends, and future development plans to accurately factor for those variables in the Enrollment Projection Model. In conducting such meetings, Consultant will not assert that it has any decision making authority on behalf of Client and/or that it speaks for Client in any capacity. (See section 10.3)
- d. The Facility Staffing Analysis identifies students by grade and projects certified teaching position for the following school year. This analysis builds upon the SFM enrollment projections generated in the Enrollment Analysis. The information contained in this analysis will assist the Client in being able to hire staff with greater certainty, negotiations with the teacher unions, as well as an assessment on how the capacity of each facility will be impacted by the anticipated student enrollment the following school year. (See section 10.4)
- e. Site Analysis - this analysis investigates both present and possible future characteristics of the site and the surrounding property. This in-depth analysis provides objective information that will ensure the best possible educational site is chosen. (See section 10.5)
- f. Facilitation/Presentations are provided when requested and within the parameters stated in the Work Product section. The cost for each meeting includes Consultant preparation for the meeting, presenting at the meeting (in-person or remote), and follow-up items that do not result in additional scope of service. (See section 10.6 and 10.7)

7.2 Client Deliverables Defined. The following are data or services to be provided by the client.

- a. Data download of Official Count Student download in a dbf format – After Official October Count to include the following data fields:
 - Student ID Number
 - Address
 - City
 - State

- Zip
 - Grade
 - School Attending
 - Building Name
 - Catchment/Planning Area
 - Ethnicity
 - Socioeconomic Status
 - Home language
 - Gender
 - Whether Siblings in District and, if So, at Same or Different Building
 - Date of Birth
 - Special Education Code
- b. The following Polk County Auditors and Assessors data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
- City Boundaries
 - County Boundaries
 - Plat and Subdivision Boundaries
 - School District Boundaries
 - Zip Code Boundaries
 - Census Boundaries
 - Roads
 - Parcels
 - Parcel Attribute fields
 - Public School Point Data
 - Private School Point Data
- c. The following City of Des Moines data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
- Roads with Geocode attributes
- d. The following City of Ankeny data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
- Infrastructure (Water, Sewer, Electricity, and Gas)
 - Zoning Attributes
 - Long Range Planning attributes
- e. Other GIS or data files as needed to complete the reports, studies, or analysis
- f. Digital files produced by the Client that will assist in completing the scope of services.

7.3 Deliverables Date. Below are the dates by which Consultant will deliver draft versions of said products to Client, provided that such dates may be extended due to delays caused by Client:

- a. Enrollment Analysis:
 - November 2022
 - November 2023
 - November 2024

- b. Facility Staffing Analysis:
 - February 2023
 - February 2024
 - February 2025

- c. Address Locator:
 - Annual updates to the existing Address Locator with newest address data
 - July 2022
 - July 2023
 - July 2024
 - Improved mapping element interface (Client Option)

- d. Site Analysis:
 - Annual production of one Site Analysis on dates determined by District pursuant to a timeline agreed to by Consultant

- e. Boundary Analysis:
 - Annual production of one Site Analysis on dates determined by District pursuant to a timeline agreed to by Consultant

- f. Facilitation/Presentations:
 - One presentation for each Enrollment Analysis delivered to the Superintendent/designee simultaneously with the relevant Enrollment Analysis

- g. Special Planning Projects – As Requested every year

8.0 Pricing Terms.

8.1 Payment. Subject to Client's termination and non-renewal rights under the Agreement, the Statement of Work will be performed for three school years from the date of this Amendment's execution until terminated as provided for in Section 7 of the Agreement. Performance will take place in the 2022/23, 2023/24 and 2024/25 in the following manner:

- a. 2022/23 School Year
 - The annual maintenance of the Address Locator will be paid to the Consultant by Client for Two Thousand Five Hundred and no/100 (\$2,500.00).

- Upon delivery to Client of the finalized Enrollment Analysis payment to Consultant will be for Twenty-Two Thousand Dollars and no/100 (\$22,000.00).
- Upon delivery to Client of the finalized Facility Staffing Analysis payment to Consultant will be for Seven Thousand Dollars and no/100 (\$7,000.00).
- Upon delivery of finalized boundary analysis to Client, payment to Consultant will be for Six Thousand Eight Hundred and no/100 (\$6,800.00)
- Upon completion of each meeting for Boundary Public Engagement with which Consultant provides direct facilitation and/or materials creation assistance, payment to the Consultant will be for Five Thousand Dollars and no/100 (\$5,000.00). The Parties shall agree to the exact scope of the process in writing prior to commencement of the process. (See Appendix A illustrating an example process; this is included for illustrative purposes and is not intended to create a representation or warranty of the scope of the process on which either party can rely).
- Client has the option of choosing the Site Analysis. Upon delivery of any finalized Site Analysis that Client has asked Consultant in writing to perform, payment to Consultant will be for Five Thousand Five Hundred Dollars and no/100 (\$5,500.00).

b. 2023/24 School Year

- The annual maintenance of the Address Locator will be paid to the Consultant by Client for Two Thousand Five Hundred and no/100 (\$2,500.00)
- Upon delivery to Client of all finalized Enrollment Analysis payment to Consultant will be for Twenty-Two Thousand Dollars and no/100 (\$22,000.00).
- Upon delivery to Client of all finalized Facility Staffing Analysis payment to the consultant will be for Seven Thousand Dollars and no/100 (\$7,000.00).
- Client has the option of choosing the Site Analysis. Upon delivery of the finalized Site Analysis that Client has asked Consultant in writing to perform,, payment to Consultant will be for Five Thousand Five Hundred Dollars and no/100 (\$5,500.00).
- Client has the option of choosing boundary analysis to study attendance areas with no public engagement. Upon delivery of

finalized boundary analysis that Client has asked Consultant in writing to perform to Client, payment to Consultant will be for Six Thousand Eight Hundred and no/100 (\$6,800.00)

- Client has the option of choosing a public engagement process for boundary analysis. Cost to be determined by the scope of the process and agreed to in writing by the Parties prior to commencement of the process.
- c. 2024/25 School Year
- The annual maintenance of the Address Locator will be paid to the Consultant by Client for Two Thousand Five Hundred and no/100 (\$2,500.00)
 - Upon delivery to Client of the finalized Enrollment Analysis payment to Consultant will be for Twenty-Two Thousand Dollars and no/100 (\$22,000.00).
 - Upon delivery to Client of the finalized Facility Staffing Analysis payment to Consultant will be for Seven Thousand Dollars and no/100 (\$7,000.00).
 - Client has the option of choosing the Site Analysis. Upon delivery of the finalized Site Analysis that Client has asked Consultant in writing to perform to Client, payment to Consultant will be for Five Thousand Five Hundred Dollars and no/100 (\$5,500.00).
 - Client has the option of choosing boundary analysis to study attendance areas with no public engagement. Upon delivery of finalized boundary analysis that Client has asked Consultant in writing to perform to Client, payment to Consultant will be for Six Thousand Eight Hundred and no/100 (\$6,800.00)
 - Client has the option of choosing a public engagement process for boundary analysis. Cost to be determined by the scope of the process and agreed to in writing by the Parties prior to commencement of the process.
- d. Printing expenses will be charged to the Client but shall not exceed Five Hundred Dollars and no/100 (\$500.00) per report listed in 7.1 unless the Client authorizes the additional expense. Additional documented out-of-pocket expenses required for the performance of the Consultant services will be charged to Client but shall not be incurred without prior written Client approval.

8.2 Contingency. The payment plan stated in 8.1 is contingent upon the Client utilizing Consultant services for the specified amount of time and providing the data outlined in 7.2 of this Amendment.

If the Client is unable to provide the requested data as stated in 7.2 by a mutually agreed upon date and is not able to cure the deficiency within 30 days of the mutually-agreed date, Consultant may charge Client the documented cost associated with obtaining the information in 7.2.

8.3 Additional Services / Optional Work. Any additional services or optional work

related to this Statement of Work shall be authorized in a writing signed by Client prior to initiation and referencing this Statement of Work and compensated at the following rates per hour unless otherwise negotiated by both parties:

- a. Principal - \$175.00
- b. GIS Analyst - \$125.00
- c. Project Manager - \$100.00
- d. Zoom meeting - \$1,500.00
- e. In-person meeting - \$5,000.00 (travel included)

9.0 Consultant Content. Consultant Content shall consist of at least the following:

9.1 Enrollment Projection Model

9.2 Population Projection Model

10.0 Work Product.

10.1 Address Locator

- a. Annual update of address point database so each address is associated with the attendance area the student is zoned to attend
- b. Cost associated with hosting Address Locator application on remote server

10.2 Boundary Analysis – Just Analysis

- a. Provides redistricting options that are based on the SFM enrollment projections generated in the Enrollment Analysis.
- b. Benchmark each option with respect to the boundary criteria the Board approves according to timeline established by Client and approved by Consultant.
- c. Examine grade configuration or building consolidation
- d. Validate the proposed feeder system and create new potential attendance areas
- e. Generate maps with appropriate tables depicting future enrollment for new potential attendance areas

10.3 Enrollment Analysis

- a. Includes detailed analysis of the district enrollment, including all identified demographic metrics
- b. Information about the Model Methodology
- c. Information about the Types of Growth
- d. Information about the residential development activity expected in the District.
- e. 5-Year Enrollment Forecast
- f. Tables with a low, mid, and high projection for each facility in the District.
- g. Maps that identify future growth areas.
- h. Maps of current boundary and Facility enrollment history.

10.4 Facility Staffing Analysis

- a. Enrollment midpoint projections for the District by grade for each of the 5-year projections
- b. Enrollment midpoint projections by building and grade in each building for the following school year
- c. Information about the Model Methodology
- d. Information about the Types of Growth
- e. Information about the demographic changes anticipated for all identified demographic metrics
- f. Maps that may include current attendance boundary and/or places of significant enrollment change.

10.5 Site Analysis

- a. A detailed analysis will help guide the client in being able to choose the best site for the additional facilities. If applicable and/or data available for this analysis the following elements will be a factor which may include:
 - Density/Trend of Recent Building Permits
 - Dwelling Unit Density and Regional Residential Saturation
 - Potential & Future Residential Growth Propensity
 - Student Density
 - Student Distance to Existing Facility
 - Population Density
 - Distance to Existing Facilities
 - Distance to Primary Roadways
 - Distance to Secondary Roadways
 - Traffic Control, Access, & Safety
 - Available (Vacant) Property of 30+ Acres
 - Future Land Use Classification
 - Zoning Classification
 - Capital Improvement Plans
 - Existing/Planning Sewer & Water
 - Soils Suitable for Foundation
 - Soil & Property Drainage
 - HAZUS Analysis to Identify Potential Flood Risk

*The above factors not ordered by weighting or importance. This weighting and “most important” factors will be identified in the process.

- b. The District may elect to have Consultant present the information to the Board of Education.

10.6 Facilitation/Presentations

- a. Board Member Meetings – maximum 1 per school year unless indicated otherwise in 10.1 through 10.4.
- b. Staff Meetings –maximum 5 face to face per school year unless indicated otherwise in 10.1 through 10.3. Technology (phone, video conferencing, and/or email) will be utilized to minimize costs to both the Client and Consultant.

- c. Consultant may request additional meetings beyond the maximum number allotted above if the Client agrees to an additional expense at the cost stated in 8.3.

10.7 Facilitation/Presentations Boundary Public Engagement

- a. Utilize the data and maps generated in 10.2 to prepare materials for Client to use in facilitating and/or collaborate with Client to facilitate a public process.
- b. Prepare materials for Client to use and/or collaborate with Client to facilitate two meetings with Board of Education at dates designated by Client.
- c. Prepare materials and support Client, as directed by Client, with facilitation where the Parties shall agree to the exact scope of the process in writing prior to commencement of the process. (See Appendix A illustrating an example process; this is included for illustrative purposes and is not intended to create a representation or warranty of the scope of the process on which either party can rely).
- d. Prepare materials and support Client, as directed by Client, with facilitation of two public forums to educate and receive community comment.
- e. Includes time for meeting preparation and follow-up after meetings.
- f. Assist Client in understanding the possible solutions for the enrollment change to include better utilization of existing facilities, the timing when new facilities or additions should be built, when new sites should be purchased, and when a bond referendum should be held.
- g. Assist Client with a process for validation of community values to be introduced or integrated into the planning process.

10.8 Maps

- a. School District Map that provides information about each facility's boundary, geographical reference to the surrounding community, and references the schools each planning area will attend.
- b. Maintenance of Geographic Information System (GIS) of attendance area of each facility, school sites, and planning areas.

11.0 Client Content. Client Content may consist of the following elements:

- 11.1** Digital student data for each student with at minimum the fields of address, grade, gender, and ethnicity.

- 11.2 Digital shape-file of parcels in the District.
- 11.3 Digital street centerlines file for all streets in the District that has the appropriate fields for accurate geocoding.
- 11.4 Digital shape-file of all school sites in the District.
- 11.5 Digital shape-file of the current school boundaries for each attendance area.
- 11.6 City and County Future Planning Maps of the area within the District.
- 11.7 Any other data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text needed and requested by Consultant.

II. DELIVERABLES

Section 4.2 of the Agreement is amended to read as follows:

Consultant shall deliver a draft of the Deliverables, if requested, to Client no later than the Deliverables Review Date set forth in the Statement of Work, unless a delay is caused by Client.

III. CONFIDENTIALITY

Section 12 of the Agreement shall be amended to include the following: no other amendments shall be made to Section 12:

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

IV. INSURANCE

Section 13 of the Agreement shall be amended to include the following: no other amendments shall be made to Section 13:

13.3 Insurance. No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the CLIENT on account of CONSULTANT. CONSULTANT shall maintain insurance and practices in alignment with CLIENT'S Insurance Requirements. Upon request of the CLIENT, CONSULTANT shall provide proof of said insurance coverage.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties have executed this Amendment by their duly authorized representatives as of _____, 20__.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Ankeny Community School District, Polk County, State of Iowa By:

Title: _____

Date: _____

ATTEST:

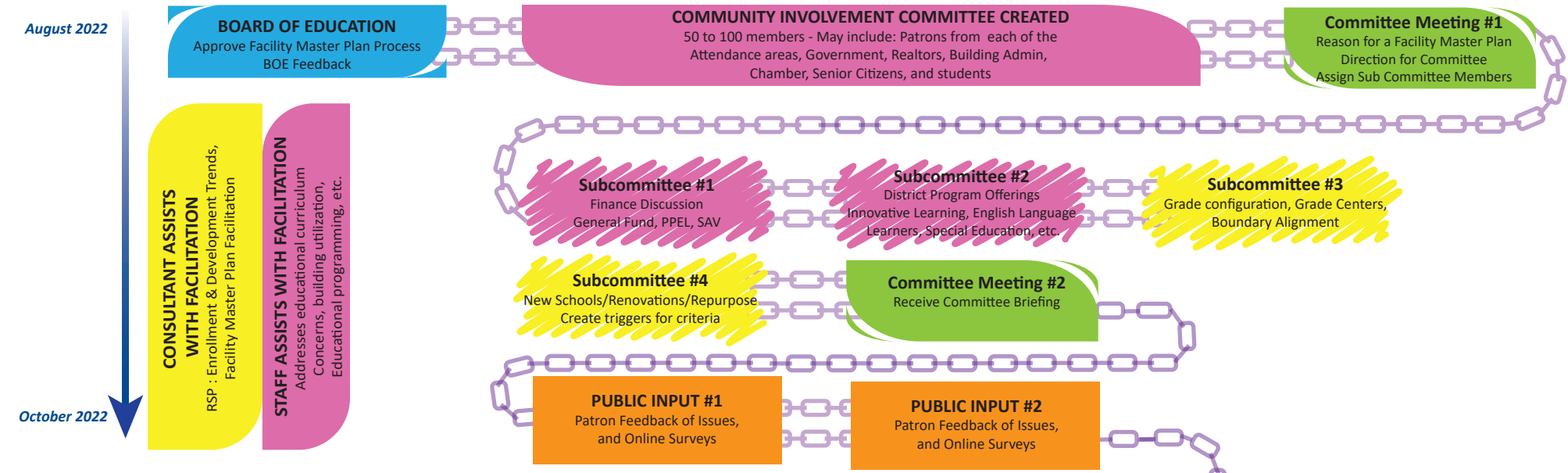
By: _____

Name: Jennifer Jamison, Secretary,
Board of Education

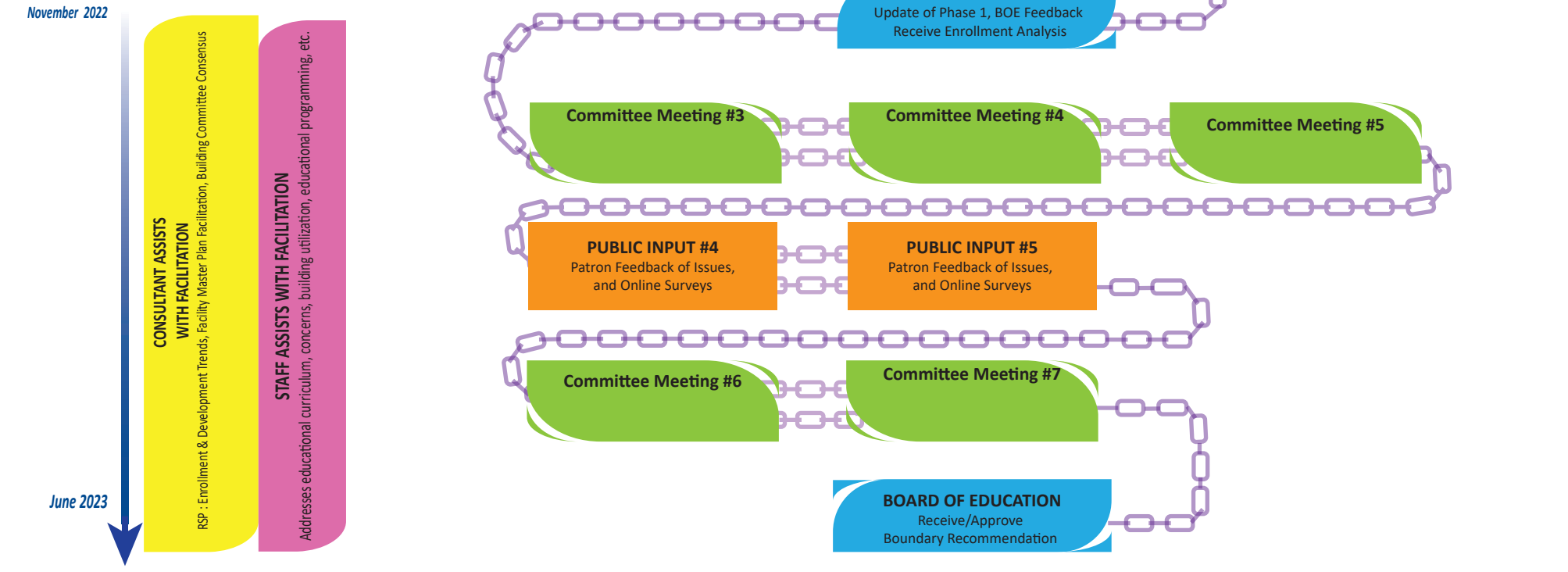
APPROVED AS TO FORM:

BY: _____
District Counsel

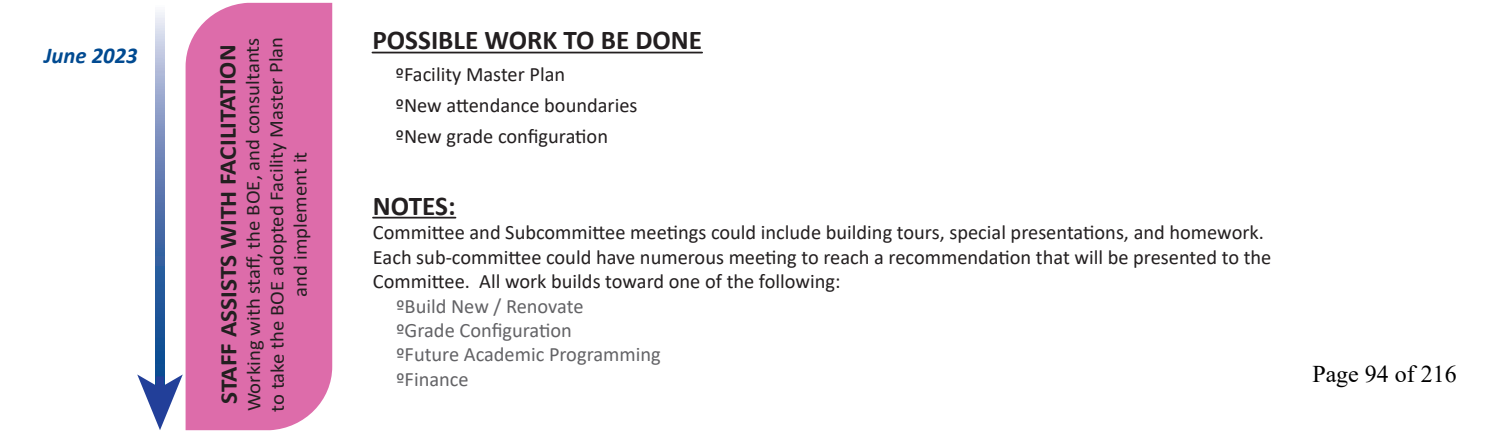
PHASE 1: SUB-COMMITTEE WORK



PHASE 2: BOUNDARY COMMITTEE WORK



PHASE 3: POTENTIAL OUTCOMES



KEY

- Board of Education Action
- Public Input Opportunity
- Subcommittee Work
- Committee Work
- Consultant Assistance
- Executive Team
- Staff Assistance

Professional Services Agreement Ankeny Community School District

WHEREAS, Ankeny Community School District (“District”), a school corporation, intends to contract with **Strategic America Inc.**, Vendor (“Vendor”), with a business address of 6600 Westown Pkwy., Ste. 100, West Des Moines, IA 50266, to support with external-facing District communications as outlined in the Scope of Work.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES:

District shall engage Vendor for the term of this Agreement to perform the communications support services in *Appendix A: Scope of Work* incorporated herein by reference.

2. TERMS OF PAYMENT:

Vendor will be paid **\$49,000.00** in total for performance of the services outlined in *Appendix A*. This amount will be paid in nine (9) equal installments payable as described below.

Vendor will invoice District on the first day of each month between August 2022 – June 2023. Amounts due under such invoice shall be payable within thirty (30) days of District’s receipt of the invoice. Vendor shall address invoice to the Ankeny Community School District Business Office, 306 SW School Street, Ankeny, Iowa 50023.

Overdue invoices shall bear interest at the lesser of (i) One and One-Half Percent (1.5%) per month or (ii) the highest amount allowed by law. Should any invoice from the District be past due by more than thirty (30) days, Vendor may, without penalty and without breaching this Agreement cease providing Services until such time as District is current on all invoices.

Company will pay any pre-approved, actual and reasonable out of pocket expenses accrued by Vendor employees in the course of doing business with the District. If District does not respond to a request for approval of expenses within ten (10) days, such expenses shall be considered not approved.

3. REIMBURSEMENT OF EXPENSES:

District will not be liable to Vendor for any expenses paid or incurred by IC unless otherwise agreed in writing.

4. LIMITATION OF LIABILITY:

In no event will Vendor be liable for any special, incidental, consequential, indirect or punitive damages arising in any way out of the service, a deliverable of this agreement, including without limitation, damages for lost profit, lost revenue, loss of use, loss of data, costs of recreating lost data. The cost of any substitute equipment, program, or data, or claims by any third party, whether arising out of contract, tort, negligence, strict liability or otherwise.

5. INDEPENDENT CONTRACTOR RELATIONSHIP:

The parties intend that this Agreement create an independent contractor relationship between them. Vendor is not an agent or employee of District for any purpose. Neither party shall be considered an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of the other.

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

6. PAYROLL OR EMPLOYMENT TAXES:

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. FRINGE BENEFITS:

Vendor is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

8. BACKGROUND CHECK:

Vendor shall complete the Sex Offender Registry Certificate of Compliance prior to the start date. Any of Vendor's employees and/or agents who shall be physically present on District facilities where children are present and/or who shall have in-person and/or virtual contact with any District student due to this Agreement shall complete an industry-standard criminal history background check prior to such interaction. The cost of these background check(s) will be borne by District. Results of the background check(s) may result in immediate termination of this agreement.

9. CONFIDENTIALITY:

In the performance of services, Vendor, its employees and/or agents, may have access to and/or receive and be entrusted with confidential information. All such material is considered secret and will be available to Vendor in strict confidence. Except in the performance of its services, Vendor, its employees, and/or agents, shall not, directly or indirectly for any reason whatsoever, disclose or use any such confidential material until such material ceases (through no fault whatsoever of Vendors) to be confidential because it has become public knowledge or part of the public domain.

Upon termination of this Agreement by any means, or whenever requested by District, Vendor shall promptly deliver to District any and all of the confidential material, not previously delivered, that may be or at any previous time has been in Vendor's possession or under Vendor's control. Vendor agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.

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

10. INSURANCE:

Upon request of the District, Vendor shall provide proof of insurance coverage.

11. INDEMNIFICATION:

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

12. TERM:

This Agreement shall be August 1, 2022 through June 30, 2023 unless terminated by either party in accordance with Section 13.

13. TERMINATION:

This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice.

Upon Termination. Vendor agrees that upon termination of this Agreement for any reason, Vendor shall cease providing Services and Work Product, including but not limited to the use of Vendor’s Intellectual Property. District agrees, covenants and promises that, in the event of termination or expiration of this Agreement for any reason, District shall, pay to Vendor (i) all amounts invoiced and outstanding as of the date of termination; and (ii) the amount owed by District for all Services and out of pocket expenses performed and incurred from the beginning of the date of the immediately previous invoice through the date of termination.

14. ASSIGNMENT:

Vendor acknowledges that Vendor’s services are unique and personal. Accordingly, Vendor may not assign Vendor’s rights or delegate Vendor’s duties or obligations under this Agreement without the prior written consent of District. Additionally, District may not transfer and/or assign rights in any photography generated by Vendor to any other party. Any changes to assignability must be explicitly written and signed by both parties.

15. AMENDMENTS:

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

16. GOVERNING LAW:

This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

17. MISCELLANEOUS:

Force Majeure. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement, to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, Act of God or by the public enemy or other causes beyond the reasonable control of the party seeking to rely on this Section to excuse its delay or failure; provided that such party will not have contributed in any way to such event. If a delay or failure continues beyond thirty (30) days, District may terminate this Agreement, in whole or in part with no further liability and will receive a refund of any prepaid fees unearned as of the time of termination.

18. ENTIRE AGREEMENT:

This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

Strategic America



Date: 6.27.22

By: _____

Laura Vanden Bosch
Executive Director, Strategic America

Ankeny Community School District

Date: _____

By: _____

Ryan Weldon
President, Ankeny Board of Education

APPENDIX A: Scope of Work

Strategic America, an external organization performing contracted services for the Ankeny Community School District (“District”), shall, render the following services to the District:

CONTENT CREATION

- **Annual Editorial Calendar:** In collaboration with District, Strategic America will produce an annual editorial calendar. This calendar will outline articles and topics of value and interest to District parents and will include brief summaries and any subject matter experts/sources to be interviewed.
- **Monthly Newsletter for District Parents:** Beginning on September 1, 2022, and for each month thereafter through May 31, 2023, Strategic America will hold a monthly collaborative planning meeting with the District team to develop a plan for content for a monthly newsletter for district parents. Strategic America will complete any required background research, interviews, prepare a written draft, and complete up to one round of revision per communication. Each newsletter execution will include:
 - Up to 10 articles of 150-300 words (content to be approved in advance by District)
 - Photos, graphics, and video supplied by District

SOCIAL MEDIA

- **Content Development, Publication, and Monitoring:** Each month of this Agreement, Strategic America will meet at least one time with District to brainstorm related to social media and will create monthly content calendar, as well as visuals for Facebook and Twitter. Strategic America will schedule and publish all content in each monthly content calendar and will monitor incoming social messages and comments, responding and/or redirecting to District at District’s direction.
- **Data Analytics:** Strategic America will provide District with real-time social media analytics via dashboard(s) and reports at District’s request throughout the duration of this Agreement.
- **On-Demand Support:** Strategic America will provide District with ad hoc support to boost audience engagement with social media throughout the duration of this Agreement.

All work produced by Strategic America under the terms of this Agreement will be reviewed and approved by District prior to distribution.



SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
2220 NW 108th Street
Clive, IA 50325

Trane Representative

Travis Harris
Cell: (515) 360-7214
Office: (515) 270-0004
tharris@trane.com

Proposal ID

3221984

Service Contract Number**Contact Telephone Number for
Service**

(515) 270-0004

Company Name

Ankeny Community School District
306 SW School Street
Ankeny, IA 50023

Site Address:

Prairie Ridge Middle School
1010 Northwest Prairie Ridge Drive
Ankeny, IA 50023

Site Contact:

Tim Simpkins
Phone: 515-289-3958
Email:
tim.simpkins@ankenyschools.org

April 12, 2022



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliability.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls
- Discounted service agreement holder's rate on parts and labor.
- Priority scheduling for being a service agreement holder.

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



HVAC EQUIPMENT COVERAGE

Prairie Ridge Middle School

The following "Covered Equipment" will be serviced at Prairie Ridge Middle School:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Chiller	1	Trane	RTHB255	U95F08418	Chiller

Description	Quantity Per Term
In-Season Operating Inspection	1
Winter Inspection and Leak Check	1

In-Season Operating Inspection (July)

- Check refrigerant charge with chiller running at or close to full load.
- Log chiller under normal operating conditions.
- Take 1-oil sample for analysis. We will provide a report to customer when completed.
- Review operating log of chiller with owner's representative.
- Report to owner's representative any recommendations or repairs needed and provide log.

Winter Inspections and Leak Check (February / March)

- Check control settings.
- Meg-ohm compressor motor and record readings.
- Inspect starter panel wiring for tightness, contactor interlocks, contacts for wear, pitting etc.
- Change oil filter and o-ring.
- Leak-check chiller.
- Check operation of oil separator heaters and record amp draw.
- Report to owner's representative any repairs needed.
- Valve off condenser, drain and remove one condenser head.
- Brush clean the condenser one time (acid cleaning is not included if needed).
- Reinstall the condenser head with new o-ring.



PRICING AND ACCEPTANCE

Ankeny Community School District
 306 SW School Street
 Ankeny, IA 50023

Site Address:
 Prairie Ridge Middle School
 1010 Northwest Prairie Ridge Drive
 Ankeny, IA 50023

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$2,822.00	\$705.50	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning **July 1, 2022**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **June 30, 2023**, this Agreement shall not renew until updated pricing has been provided to the customer, and the customer approves for moving forward with the renewal. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 2220 NW 108th Street Clive, IA 50325.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this



Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Travis Harris
_____	Proposal Date: April 12, 2022
Printed Name	Cell: (515) 360-7214
_____	Office: (515) 270-0004
Title	_____
_____	Authorized Representative
Purchase Order	_____
_____	Title
Acceptance Date	_____
	Signature Date



TERMS AND CONDITIONS

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally



installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to



resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company.

Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)
Supersedes 1-26.130-7 (0720)



ROLES AND RESPONSIBILITIES OF UNIVERSAL PEDIATRICS STAFF MEMBERS IN THE SCHOOL SYSTEM

The following roles and responsibilities are applicable whether the student is receiving fully in-person education, hybrid education, or fully online education.

Roles of the Universal Pediatrics Team Member:

- The primary role of the Registered Nurse/Licensed Practical Nurse/Home Health Aide (RN/LPN/HHA) “staff member” in the school is to provide direct health care services according to the client’s current Plan of Care (POC) and Individual Health Plan (IHP) in accordance with state and federal laws and scope of practice.
- The Clinical Nurse Manager/Registered Nurse Supervisor (CM/RNS) may be part of the Individualized Education Plan (IEP) team and participate in the school’s IEP process.
- The supervision, training, and on-going education of the staff member will remain the responsibility of Universal Pediatrics.
- In an emergency situation the RN/LPN takes primary role with assistance from school personnel.
- Universal Pediatrics staff will document according to the policies and procedures of Universal Pediatrics. Any additional documentation mandated by the school district will also be completed.
- Staff members will maintain confidentiality as mandated by federal law.
- When disagreements occur, the parent(s)/caregiver(s), school district teacher, school nurse, school district nurse manager, school principal, CM/RNS and the staff member shall work together to reach a resolution. If disagreements continue and cannot be resolved, the School District Director of Special Education and the Administrator of Universal Pediatrics/local office will intervene.

Responsibilities of the Universal Pediatrics Team Member:

- The staff member is responsible for the client at all times and will arrange for direct supervision of the client when the staff member requires a short break, such as using the restroom.
- The staff member is not required to initiate, carry out, or supervise educational activities.
- The staff member will not at any time be responsible to work with or care for other children in the classroom.
- The staff member is responsible for conveying information about the client’s medical condition as needed with the school personnel including the teacher, school nurse and therapists, with Universal Pediatrics colleagues and the CM/RNS and with the client’s family. The staff member is not responsible to convey information about the client’s classroom work or related school issues to the family.

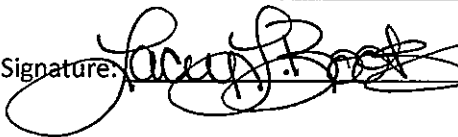
- The staff member assumes a quiet position while in the classroom, remaining prepared to intervene for any medical needs.
- Staff members will abide by the school's dress code and will wear a name tag with picture ID at all times while attending school with the client.
- Staff members will have all cell phones silenced while in school and will refrain from making or receiving phone calls or text messages, with the exception of an emergent situation.
- All new staff members will check in with the school office prior to starting in-school services with their client.
- Universal Pediatrics staff will attend school orientation as requested by the individual school district.
- Transportation to and from school is provided by the school district or family. It is not the responsibility of Universal Pediatrics staff to make transportation arrangements if the client should need to leave school early due to unforeseen circumstances. The party responsible for transport is responsible for the securing of the client during travel. It is not the responsibility of Universal Pediatrics staff to transfer client onto or off of the transport vehicle or to secure them into their seat or fixate their wheelchair to the transport vehicle.
- The school will provide a safe place for the client's belongings while attending school including: medications, suction machines, nebulizer, oxygen equipment, Go-bag and personal belongings.

I have read these guidelines, have full understanding of the Universal Pediatrics staff member's role while providing nursing services to the child in the school setting.

School District Representative Printed Name and Title: _____

School District Representative Signature: _____ Date: _____

Universal Pediatrics Representative Printed Name and Title: Lacey Boots - Billing Manager

Universal Pediatrics Representative Signature:  Date: 6.24.2022

Service Agreement for Nursing Services

THIS AGREEMENT is entered into by and between the **Ankeny CSD**, an Iowa public school corporation (the "District") and Ultimate Nursing Services of Iowa, Inc., dba: Universal Pediatrics, an Iowa corporation. ("Universal Pediatrics").

1. **Purpose.** The purpose of this Agreement is to procure the services of an Iowa licensed Registered Nurse (or nurses) and/or an Iowa licensed practical nurse (or nurses) (hereinafter referred to as "Nurse(s)") to provide continuous, competent, and skilled nursing care for an individual student, [REDACTED] herein after referred to as "Student", during the entire time Student is being transported to and from school and during school days when Student is in attendance.
2. **Term.** The Term of this Agreement shall be for the District's 2022-2023 regular school year, including any extended year program. However, either party may terminate this Agreement upon thirty (30) days prior written notice for any reason, or immediately upon written notice for cause due to a material breach of this Agreement if the breach remains uncured for more than ten (10) days after the non-breaching party gives written notice of the breach and its intent to terminate. This Agreement may also be extended for a specific period or renewed for an additional school year by mutual agreement of the parties pursuant to a written addendum hereto. This Agreement shall terminate automatically on the date the student no longer needs student health services due to relocation outside the district, changes in health status or death.
3. **Duties of Universal Pediatrics:** Universal Pediatrics shall have the following duties under this Agreement:
 - a. Train, provide, assign, supervise and evaluate competent Nurse(s) (including ensuring satisfactory completion of background checks pursuant to Iowa Code § 135C.33, and satisfactory completion of Iowa sex offender registry checks), acceptable to District to provide continuous skilled nursing services to Student during each of the days in which Student is in attendance during the Term of this agreement, including accompanying Student to and from school. If an LPN is assigned to Student, Universal Pediatrics shall provide the level of supervision required to meet the requirements of the Iowa Board of Nursing. Universal Pediatrics will notify District of the identity of all Nurse(s) assigned to accompany Student prior to assigning Nurses(s) and will also notify District as soon as is reasonably practical of any changes in Nurses(s) assigned to Student in writing. The District shall have the right to object to any assigned nurse under this agreement. Upon receipt of any written objection, Universal Pediatrics, shall make all reasonable efforts to reassign the nurse(s) assigned as soon as possible. If such reassignment is not immediately possible, Universal Pediatrics, shall notify the District in writing within seven days of receipt of the objection as to why a reassignment is not immediately possible. In assigning Nurse(s) to Student, Universal Pediatrics certifies to District Nurse(s) has/have demonstrated competency in all aspects of Student's individual health plan (herein after referred to as "IHP"). Payment for such services will be made from the Student's Managed Care Organization, Iowa Medicaid Enterprise, or other third-party insurer.
 - b. Deliver nursing care to Student in accordance with Student's IHP and in accordance with District policies, rules, and regulations, and in strict accordance with the professional

standards applicable to nursing. Nurse(s) will keep confidential all student records as required by state and federal law.

- c. Function as a member of Student's IHP team for the purpose of coordinating Student's IHP.
 - d. Submit Student's Plan of Care as requested by the District.
 - e. Notify District as soon as is reasonably practical of any unusual or emergency situations involving changes in Student's care.
4. Duties of the District. District shall have the following duties under this Agreement:
- a. Coordinate Student's IHP, including its periodic review and revision with the other members of the Student IHP team in accordance with state regulations.
 - b. Transport Nurse(s) to and from school with Student.
 - c. Provide training to Nurse(s) to assist Nurse(s) in becoming familiar with District policies, rules, and regulations applicable to Nurse(s) while providing services pursuant to this Agreement.
5. The Services provided by Universal Pediatric Services are not part of a joint venture (express or implied), agency arrangement, or employment relationship. Universal Pediatric Services is an independent contractor. The District shall neither have nor exercise control, direction or supervision over the professional judgment, manner or methods of any Nurse furnished by Universal Pediatrics.
6. Assignment. This Agreement is not assignable by either party without the express, prior written consent of the other party.
7. Confidentiality. To the extent permitted by law, the District and Universal Pediatrics will treat as confidential and will not disclose any information regarding the other's operations that comes to the attention of either party during the course of this Agreement; provided, however, that neither party is relieved of mandatory reporting obligations that they might have with respect to observed conduct of any person during the performance of services under this Agreement.
8. Notices. Notices provided under this Agreement shall be in writing (unless otherwise expressly provided in this Agreement) and sent by hand-delivery, U.S. Mail, or confirmed facsimile, to the following:

If to Universal Pediatrics:

Attn: Tucker Anderson

Universal Pediatrics

10654 Justin Drive

Urbandale, IA 50322

Fax: 515-225-4044

If to District:

Attn: _____

District: _____

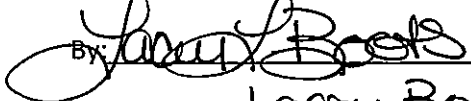
Address: _____

City/State/Zip: _____

Fax #: _____

9. Iowa Law Governs. This Agreement shall be governed by and construed under the internal laws of the State of Iowa. Furthermore, this Agreement shall be interpreted and construed to give effect and validity to all of its provisions to the fullest extent permitted by law.
10. Indemnification. Each party shall indemnify and hold harmless the other against all third-party claims, damages and liabilities, costs and expenses, including reasonable attorneys' fees, arising directly from the death or an injury to a person or to property as a result of the negligent or intentional act or omission of a party or any of its employees, subcontractors, or agents as determined in a final, non-appealable judgment, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of the other party or its officers, employees or agents or is covered by applicable insurance.
11. Applicable Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Iowa. Venue shall be appropriate only in the Iowa District Court for Polk County, unless otherwise changed by the Judge.
12. No Waiver. The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
13. Entire Agreement/Modification. This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified except by a written addendum signed by both parties.

UNIVERSAL PEDIATRICS

By: 
 Printed Name: Lacey Boots
 Title: Billing Manager
 Date: 6.24.2022

SCHOOL DISTRICT

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

PROFESSIONAL SERVICES AGREEMENT

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

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

I. SCOPE OF SERVICES

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

II. RELATIONSHIP OF THE PARTIES

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

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

III. ASSIGNMENT

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

IV. TERM AND TERMINATION

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

V. PAYMENT

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

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

VI. BACKGROUND CHECKS

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

VII. CONFIDENTIALITY

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

VIII. INTELLECTUAL PROPERTY

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

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

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

IX. INSURANCE

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

X. INDEMNIFICATION

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

XI. AMENDMENTS

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

XII. GOVERNING LAW

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

XIII. SEVERABILITY

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

XIV. ENTIRE AGREEMENT


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

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

Ankeny Community School District

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

Date: _____

By:  _____

Date: _____

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

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

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

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

No-Cost Services Agreement Between Ankeny Community School District and Holy Trinity Lutheran Church

This Agreement is effective upon full execution and is made between the Ankeny Community School District and Holy Trinity Lutheran Church.

1.0 IDENTITY OF PARTIES

- 1.1 Ankeny Community School District (“District”) is the issuing entity for this Agreement. The administrative office and address for correspondence related to this Agreement is: Ankeny Community School District, 306 SW School Street, Ankeny, Iowa 50023.
- 1.2 Holy Trinity Lutheran Church (“Service Provider”) is entering into this Agreement to provide adult mentors as described in *Appendix A, Scope of Services* at Northwest Elementary School, an attendance center located in District. The address for correspondence related to this Agreement is 517 SW Des Moines Street, Ankeny, Iowa 50023.

2.0 TERM AND TERMINATION

- 2.1 The term of this Agreement shall be from the date of full execution by both parties through June 30, 2023 unless terminated earlier in accordance with this Agreement.
- 2.2 Either party may terminate this Agreement, without penalty and without incurring further obligation, upon ten (10) days written notice. Either party may terminate this Agreement with cause immediately.

3.0 TERMS OF VOLUNTEER SERVICES PROVIDED BY SERVICE PROVIDER

- 3.1 Service Provider will provide volunteers to support District students as outlined in *Appendix A, Scope of Services*. Service provider will provide all supplies, which may include but are not limited to books, games, and art supplies.
- 3.2 Notwithstanding anything in this Agreement to the contrary, Service Provider will be solely and exclusively responsible for providing the services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Service Provider.
- 3.3 Neither Service Provider nor any of its personnel shall be considered an employee of the District for any purpose. Neither party shall be considered an agent, master or servant of the other party for any purpose and neither has any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of the other.
- 3.4 Service Provider shall instruct all those providing volunteer service to District as outlined in this Agreement that they must complete an industry-standard criminal background check and all other screening practices directed by District, which may

include but are not limited to completion of the Sex Offender Registry Certificate of Compliance, prior to the first date of service. The cost of these background check(s) will be borne by District. Results of the background check(s) may result in immediate exclusion of a volunteer and/or termination of this agreement.

- 3.5 Service Provider will require those affiliated with Service Provider who are volunteering in the District who are arrested to notify Service Provider within five (5) days of arrest. Service Provider will take action to temporarily remove the volunteer from the team supporting the District until Service Provider receives notification of formal resolution of the arrest. If the arrest results in a conviction for a criminal offense, Service Provider will remove the individual from volunteer service with the District.
- 3.6 Service Provider will instruct those affiliated with it who are volunteering with the District via this Agreement to comply with any additional volunteer requirements and expectations established by the District.
- 3.7 District shall in no way be responsible for the actions or omissions of Service Provider, its employees, agents, and/or assigns. Service Provider shall inform all persons using its services that Service Provider is a separate entity from the District and that the services being provided are separate from the educational program of the District.
- 3.8 District in no way endorses Service Provider or the services it provides, and the District is under no obligation to refer any students to Service Provider. The final determination regarding the provision of services by Service Provider to a student shall be made by Service Provider, the student, and the student's parent/guardian.
- 3.9 District shall be responsible for identifying and selecting students for the mentoring program, generating and managing parent permission slips, and providing appropriate space within the school building for Service Provider to provide the services described in this Agreement.

4.0 CONFIDENTIALITY

- 4.1 Information about students and their families served by Service Provider that contains personally identifiable information is confidential in nature. Service Provider shall obtain a properly executed authorization and release prior to sharing information with the District or requesting educational records from the District. Other service-related data aggregated and/or with identifying information removed may be released as needed for compilation of data related to the Agreement. Service Provider shall not use confidential information for any purpose other than carrying out its obligations under this Agreement. Service Provider shall have established policies and procedures for safeguarding the confidentiality of such information.
- 4.2 Service Provider is solely responsible for maintaining all records of services provided under this Agreement. Service Provider will comply with all federal, state and local laws and regulations and District policies and rules applicable to

performance of services and obligations under this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA), and their corresponding regulations, as applicable, and any other statutes or regulations governing privacy, security and confidentiality of student and/or health information.

5.0 INDEMNIFICATION

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

6.0 INSURANCE

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

7.0 MISCELLANEOUS

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

8.0 EXECUTION

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

Ankeny Community School District

Holy Trinity Lutheran Church

By: _____

By: Timothy Olson

Name: Ryan Weldon

Name: Rev. Dr. Timothy V. Olson

Title: Board President

Title: Lead Pastor

Date: July 11, 2022

Date: June 30, 2021

Appendix A
Scope of Services
As outlined on the pages that follow.



WHAT IS KIDS HOPE USA?

One child. One hour. One church. One school.

Kids Hope USA (KHUSA) is a national organization that equips churches to serve their local public elementary schools by providing positive adults to serve as mentors. Because KHUSA mentors are trained to respect the separation of church and state, these programs are welcomed in hundreds of districts across the country.

KHUSA is a proven program that increases school engagement for selected children at no cost to the school.



THE MENTORING HOUR

Trained Kids Hope USA mentors form one-on-one relationships with students through weekly, one-hour visits at the school.

- During their hour together, the mentor and student play games, read together, and get to know each other.
- Time together is focused on supporting the students social, emotional and academic development. Mentors are not intended to be tutors.
- Building their relationship supports the student's academic growth.



THE STUDENTS

Students in a Kids Hope USA mentoring program are referred by parents, teachers, principals or school counselors who believe additional support and attention will benefit the child.

- Mentors are often considered PBIS Tier 2 support.
- Referral focus is on younger children in K-5. Early years are critical for forming values, developing self-esteem and acquiring academic skills.
- While it's up to the school to refer children, younger children allow for the opportunity to have a longer mentoring relationship.

THE SCHOOL

Schools welcome their community partner. The school maintains minimal responsibilities in a Kids Hope USA program.

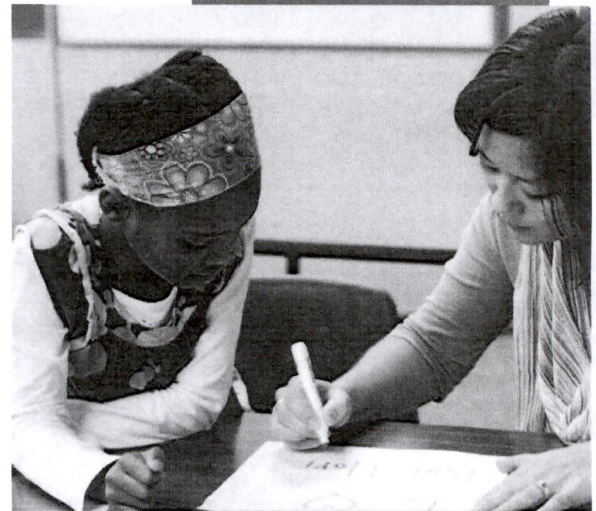
- The school offers an opportunity for the church to introduce KHUSA partnership to the school staff and teachers.
- They identify and refer students who would benefit from having a mentor. They assist in matching mentors and students.
- They secure guardian consent for the mentoring program.
- They designate an appropriate space for weekly mentoring.



THE CHURCH

The church partner manages the program responsibilities and covers all program costs.

- The church recruits and supports a staff member or volunteer to direct the program.
- The director goes through extensive training (takes on average one month to complete).
- The director recruits, screens, trains and supports volunteer mentors.
- Once the church commits to being a KHUSA partner, it takes about three months for recruiting, screening and training the volunteers for mentoring to begin.



INTERESTED IN A KIDS HOPE USA PROGRAM AT YOUR SCHOOL?

We would love to help you secure a church partner to serve at your school. To learn more or discuss the next step, please call 616.546.3580 or email info@kidshopeusa.org to connect with our Partnership Growth Team.

We look forward to the opportunity to serve you and your students!



201 W. Washington Ave, Ste. 20
Zeeland, MI 49464
kidshopeusa.org

Prepared By: Lauren Myers
 Customer Name: Ankeny Community School District
 Contract Term: 12 Months
 Start Date: 1-SEP-2022
 End Date: 31-AUG-2023
 Billing Frequency: Annually

Customer Contact: Jennifer Jamison
 Title: Chief Financial Officer
 Address: 306 SW School St
 City: Ankeny
 State/Province: Iowa
 Zip Code: 50021
 Phone #: (515) 965-9604 x54781

Product Description	Quantity	Unit	Extended Price
Initial Term 1-SEP-2022 - 31-AUG-2023			
License and Subscription Fees			
Unified Admin eFP Aesop SaaS Subscription	1.00	Students	USD 2,774.70
eFinancePLUS Financial Acctg Base Annual SaaS Fee	1.00	Students	USD 3,801.79
eFinancePLUS Financial Acctg Base Annual SaaS Fee	1.00	Students	USD 68,853.45
Unified Admin eFP TimeClock Plus Interface SaaS Subscription	1.00	Students	USD 4,920.87
Unified Admin eFP Position Control SaaS Subscription	10,200.00	Students	USD 5,610.00

License and Subscription Totals: **USD 85,960.81**

Quote Total

Initial Term	1-SEP-2022 - 31-AUG-2023
Payment Total	USD 85,960.81

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: 18-MAY-2022

Date:

PO Number: _____

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD\$165.00
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

X _____
Policyholder/Applicant's Signature

_____ 318
Syndicate on behalf of certain underwriters at Lloyd's

Ryan Weldon _____
Print Name

CSR0001105 _____
Policy Number

6/29/2022 _____
Date

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD\$476.00
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

<p style="text-align: center;">X</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Policyholder/Applicant's Signature</p> <p style="text-align: center; font-size: 1.2em; font-weight: bold;">Ryan Weldon</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Print Name</p> <p style="text-align: center; font-size: 1.2em; font-weight: bold;">6/29/22</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	<p style="text-align: center; font-size: 1.2em; font-weight: bold;">318</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Syndicate on behalf of certain underwriters at Lloyd's</p> <p style="text-align: center; font-size: 1.2em; font-weight: bold;">CSR0001106</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Policy Number</p>
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Better Impact USA Inc.
125 S Clark Street - 16th Floor
Chicago, IL USA 60603
www.betterimpact.com
1-800-844-1545

Quote Number: US03784

Date: 2022-07-05

Prepared for

Name: Denise Miller
Organization: Ankeny Community School District
Address: 306 SW School Street
Ankeny, IA, 50021
United States

Subscription Summary

Volunteer Impact 17 subaccounts Unlimited Admins Up to 500 volunteers \$3,204.01

Total Annual Subscription **\$3,204.01**
Monthly Equivalent - \$267.00

Summary

Based on the information provided, your first invoice* will be a total of: **\$3,204.01**

Assuming everything remains the same, your subsequent annual invoices* will be: \$3,204.01

*Prices are in US Dollars.
Retail sales tax is not included on this order but will be added to your invoice if applicable.
This quote remains valid for 30 days, until **04 August 2022**.

If you have any questions about this quote please feel free to reach out to us over the phone at 800-844-1545 or at sales@betterimpact.com.



BETTER IMPACT USA INC.
STANDARD SOFTWARE AS A SERVICE (SaaS) TERMS AND CONDITIONS

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meanings given to them in this Section 1 or as may be defined elsewhere in this Agreement:

- 1.1 "Administrative User"** means those designated individual employees, contractors or agents of Customer who shall be granted administrative functionality within Customer's account for the SaaS and who shall furnish support to Authorized Users.
- 1.2 "Agreement"** means these terms and conditions, an Order Form, and any documents referenced within these terms and conditions.
- 1.3 "Anniversary Date"** means the first day of the month following the Effective Date and then each year following subject to a renewal of the subscription.
- 1.4 "Authorized User"** means any individual to whom Customer grants access or authorization to use the SaaS that is a volunteer, donor, client, or member of Customer.
- 1.5 "Better Impact"** means Better Impact USA Inc.
- 1.6 "Confidential Information"** means
 - (a) with respect to Customer: (i) the Data, (ii) Customer's marketing and business requirements, (iii) Customer's implementation plans, and/or (iv) Customer's financial information, and
 - (b) with respect to Better Impact: (i) the SaaS, Documentation, Materials, and analyses under Section 3.5, and (ii) information regarding Better Impact's research and development, product offerings, pricing and availability. Confidential Information of either party also includes information which the disclosing party protects against unrestricted disclosure to others that (c) the disclosing party or its representatives designates as confidential at the time of disclosure, or (d) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- 1.7 "Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by Better Impact's employees or subcontractors as described in any Order Form.
- 1.8 "Customer"** means the party that countersigns this Agreement with Better Impact.
- 1.9 "Data"** means any content, materials, data and information that Authorized Users enter into the production system of the SaaS or that Customer derives from its use of and stores in the SaaS (e.g. Customer's specific reports). Data and its derivatives will not include Better Impact's Confidential Information.
- 1.10 "Documentation"** means Better Impact's then current technical and functional documentation for the SaaS which is made available to Customer with the SaaS.
- 1.11 "Effective Date"** means the first day of the Subscription Term, as stated in the Order Form.
- 1.12 "Materials"** mean any materials provided or developed by Better Impact (independently or with Customer's cooperation) in the course of performance under this Agreement, including in the delivery of any support or Consulting Services to Customer. Materials do not include the Data, Customer's Confidential Information or the SaaS solution.
- 1.13 "Order Form"** means the list of subscriptions and/or services shown under the Summary section header above.
- 1.14 "Policies"** means the operational guidelines and policies applied by Better Impact to provide and support the SaaS as incorporated in an Order Form and includes the Better Impact Service Level Agreement found at <http://www.betterimpact.com/SLA>, the Better Impact Privacy Policy found at www.betterimpact.com/privacy-policy and the Better Impact Technology and Privacy Brief found at <http://www.betterimpact.com/BITPB>.
- 1.15 "SaaS"** means the distinct, subscription-based, hosted, supported, and operated on-demand software service provided by Better Impact under an Order Form and invoiced to Customer.
- 1.16 "Subscription Term"** means the term of a SaaS subscription which begins on the Effective Date and ends on the Anniversary Date.

2. LICENSED RIGHTS AND RESTRICTIONS

2.1 Grant of Licensed Rights.

Better Impact grants Customer a non-exclusive, non-sublicensable, non-transferable, limited, terminable, and world-wide right to access and use Better Impact's SaaS, Materials, and Documentation solely for Customer's internal business operations. Permitted uses and restrictions of the SaaS as stated in this Agreement also apply to Materials and Documentation. Customer acknowledges that this Agreement is a services agreement and that Better Impact will not be delivering copies of software to Customer as part of the SaaS.

2.2 Administrative Users.

Administrative Users shall be issued a password for Customer's account. Administrative User accounts cannot be shared or used by more than one Administrative User. In addition to any other terms and conditions contained herein, as a condition to access and use of the SaaS, each Administrative User shall agree to abide by the terms of Better Impact's click-through end-user terms of use which Better Impact may adopt from time to time, and, in each case, Customer shall



ensure such compliance. Customer shall immediately notify Better Impact of any violation of the terms of any of the foregoing by any Administrative User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Administrative User. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Better Impact account, passwords (including but not limited to all Administrative User and passwords) and files. Better Impact is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords, any failure of Customer to implement or adhere to reasonable security standards, or any malicious behavior of an Administrative User.

2.3 Authorized Users.

Authorized Users shall have access to the personal profile and other information as added by Customer, through the Authorized Users portal at MyImpactPage.com.

2.4 Acceptable Use Policy.

With respect to the SaaS, Customer will not and will ensure at all times that any party to whom it grants access to the SaaS hereunder does not:

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works;
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights;
- (c) circumvent or endanger its operation or security; or
- (d) conduct or authorize any penetration, application security, or other similar testing of the SaaS without Better Impact's prior written approval.

Better Impact reserves the right to prevent access to an Administrative User or Authorized User in its sole and absolute discretion if it believes that the Administrative User or Authorized User is doing anything that contravenes 2.4 (a) through (d).

2.5 Verification of Use.

Better Impact will monitor use of the SaaS in order to verify compliance with the terms and conditions of this Agreement, to access Data and furnish user support as required hereunder, for the purpose of ascertaining or verifying appropriate invoicing, and for such other reasons as it may reasonably require. Customer will monitor its use and the use of those whom it and its personnel grant access to the SaaS, and Customer shall report promptly to Better Impact any suspected or observed irregular or unauthorized use of the SaaS, the Data, the Documentation, or the Materials.

2.6 Suspension of SaaS.

Better Impact may suspend or limit Customer's use of the SaaS if, in Better Impact's reasonable opinion, Customer's continued use may result in material harm to the SaaS or its users. Better Impact will promptly notify Customer of the suspension or limitation.

2.7 Third Party Web Services.

The SaaS may include integrations with web services made available by third parties that are accessed through the SaaS and subject to terms and conditions of those third parties. These third-party web services are not part of the SaaS and this Agreement does not apply to them. Customer's Data, including any Data of any duly authorized user of the SaaS, will not be automatically shared by Better Impact with third party web services such as, but not limited to, Facebook and Instagram.

2.8 Mobile Access to SaaS.

Authorized Users may access the SaaS or components of it through mobile applications obtained from third-party websites, such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application, and not by the terms and conditions of this Agreement.

3. BETTER IMPACT'S RESPONSIBILITIES

3.1 Provisioning.

Better Impact provides access to the SaaS as described in this Agreement and in any Order Form.

3.2 Support.

Better Impact provides support for the SaaS on the terms contained the Better Impact Service Level Agreement, as the same may be updated from time to time.

3.3 Security.

Better Impact uses reasonable security technologies in providing the SaaS and will implement those technical and organizational measures referenced in its then current Better Impact Technology Specifications. Better Impact's Privacy Policy contains information on steps Better Impact will take to secure personal data processed in the SaaS in accordance with applicable data protection laws.

3.4 Modifications.

- (a) By way of online posting on the SaaS and email to subscribers to Better Impact's system monitoring email list, it will publish notification of release dates and modifications to the SaaS. Access to SaaS components identified on the Order Form that are updated during the Subscription Term will be automatically furnished to Customer, and such updates shall be governed by the terms hereof and by any Documentation related to the same. Better Impact develops and issues updates to the SaaS in order to improve or upgrade the solution and its functionality. However, should Customer reasonably determine that any update materially reduces the SaaS, Customer may, within thirty (30) days of the date of release of such an update, terminate this Agreement and Better Impact will



refund Customer's unused portion of its pre-paid annual subscription fee, on a pro-rated basis; it being understood and agreed that such refund shall constitute Customer's sole and exclusive remedy and Better Impact's sole and exclusive obligation in relation thereto.

- (b) Better Impact's Documentation, policies, Technology Specifications, applicable click-through agreements, and all other documents that govern Customer's use of the SaaS may be amended from time to time. Better Impact will notify Customer and others of any such amendments by those means provided for in subsection 3.4(a). Should Customer reasonably determine that any update to Better Impact's Documentation, policies, Technology Specifications, applicable click-through agreements, and all other documents that govern Customer's use of the SaaS materially reduces the SaaS for its intended purpose, Customer may have the same right of termination and refund as set out in 3.4(a)

3.5 Analyses.

Better Impact and its related and affiliated entities may create analyses utilizing, in part, Data and information derived from Customer's use of the SaaS and Consulting Services, as set forth below ("**Analyses**"). Analyses will always anonymize and aggregate information and will be treated as Materials. Unless otherwise agreed, personal data contained in the Data is only used to provide the SaaS and Consulting Services. Analyses may be used for the following purposes:

- (a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of Better Impact's new products and services;
- (b) improving resource allocation and support;
- (c) internal demand planning;
- (d) training and developing machine learning algorithms;
- (e) improving product performance;
- (f) verification of security and data integrity; and
- (g) identification of industry trends, development indices and anonymous benchmarking.

4. CUSTOMER'S DATA AND PERSONAL DATA

4.1 Customer's Responsibility for Data.

Customer is responsible for Data and for entering it into the SaaS. Customer hereby irrevocably grants to Better Impact (including its related and affiliated entities and its subcontractors) all such rights and permissions in or relating to Data as are necessary or useful to Better Impact to process the Data solely to provide and support the SaaS.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Data in compliance with applicable data privacy and protection laws.

4.3 Customer's Security Standards.

Customer will implement and maintain reasonable security standards for its Administrative Users' use of the SaaS.

4.4 Access to Data.

- (a) During the Subscription Term, Customer can access the Data at any time. Customer may export and retrieve the Data in a standard Excel or .csv format at any time. Export and retrieval may be subject to technical limitations, in which case the parties will use reasonable efforts to enable Customer's access to the Data.
- (b) Before the Subscription Term expires, Customer may use Better Impact's self-service export tools (as available) to perform a final export of the Data from the SaaS.
- (c) At the expiration or termination of the Agreement, Better Impact will delete Data remaining on servers hosting the SaaS unless applicable law requires retention. Retained data is subject to the confidentiality provisions of this Agreement.
- (d) In the event of third-party legal proceedings relating to the Data, Better Impact will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. Fees will be adjusted annually in accordance with the Order Form and based on Authorized User counts, where applicable, that Better Impact will conduct within forty-five (45) days after the end of each year of a Subscription Term. After prior written notice, Better Impact may suspend Customer's use of the SaaS until payment is made. Customer shall not withhold, reduce or set-off fees owed during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable, except as otherwise provided in this Agreement.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all applicable retail sales and value add taxes. Customer must provide Better Impact with any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If Better Impact is required to pay taxes, Customer will reimburse Better Impact for those amounts and pay any taxes and related costs paid or payable by Better Impact that are attributable to those taxes.



6. TERM AND TERMINATION

6.1 Term.

The Subscription Term is as stated in the Order Form.

6.2 Termination.

A party may terminate the Agreement:

- (a) upon thirty (30) days written notice of the other party's material breach unless the breach is cured during that thirty (30) day period;
- (b) as permitted under Sections 3.4(a), 7.2(e), 7.4(c), or 8.1(c) (with termination effective thirty (30) days after receipt of notice in each of these cases); or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.

For termination by Customer or termination under Sections 3.4(a) or 8.1(c), Customer will be entitled to:

- (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination; and
- (b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination.

Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the SaaS and all Better Impact Confidential Information will end and all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
- (b) Confidential Information of the disclosing party will be retained, returned or destroyed in accordance with Better Impact's data retention policies and procedures; it being understood that Data and Customer Confidential Information will be available to Customer and authorized users of the SaaS for a period of thirty (30) days after the effective date of expiration or termination; and
- (c) termination or expiration of this Agreement does not affect other agreements, if any, between Customer and Better Impact.

6.5 Survival. Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of this Agreement.

7. WARRANTIES

7.1 Compliance with Law.

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- (a) in the case of Better Impact, the operation of its business as the same relates to the SaaS; and
- (b) in the case of Customer, the Data and its use of the SaaS.

7.2 Good Industry Practices.

Better Impact warrants that it will provide the SaaS:

- (a) in substantial conformity with the Documentation;
- (b) with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of the SaaS; and
- (c) employing reasonably adequate administrative, physical, and technological safeguards to secure the Data against loss, theft, or unauthorized access, disclosure, copying, use or modification.

Customer's sole and exclusive remedies and Better Impact's entire liability for breach of the warranty under this Section 7.2 will be, except as otherwise provided in this Agreement:

- (d) the re-performance of the deficient SaaS work; and
- (e) if Better Impact fails to re-perform, Customer may terminate its subscription for the affected SaaS solution, and any such termination must occur within three (3) months of the failure to re-perform.

7.3 Training Warranty.

Better Impact represents and warrants that any training services and related Documentation and Materials will be:

- (a) kept current and provided to Customer within thirty (30) days of the date of any published release of updates; and
- (b) furnished by personnel properly trained in the use of Better Impact's SaaS and in reasonably competent in delivering training services of the nature furnished hereunder.

7.4 System Availability.

(a) Better Impact warrants to maintain an average monthly system availability for the production system of the SaaS as defined in the applicable service level agreement ("SLA").

(b) Customer's sole and exclusive remedy for Better Impact's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer may apply the credit to a future invoice for the SaaS or request a refund for the amount of the credit if no future invoice is due.

(c) In the event Better Impact fails to meet the SLA (i) for four (4) consecutive months, or (ii) for five (5) or more months during any twelve (12) month period, or (iii) at a system availability level of at least 99.9% for one (1) calendar month, Customer may terminate its subscriptions for the affected SaaS component by providing Better Impact with written notice within thirty (30) days after the failure, in which case Customer shall be entitled to a

refund equal to the unused portion of its pre-paid annual subscription fee, on a pro-rated basis; it being understood and agreed that such refund shall constitute Customer's sole and exclusive remedy and Better Impact's sole and exclusive obligation in relation thereto.

7.5 Warranty Exclusions.

The warranties in Sections 7.2, 7.3, and 7.4 will not apply if:

- (a) the SaaS is not used in accordance with the Agreement or Documentation;
- (b) any non-conformity is caused by Customer, or by any product or service not provided by Better Impact; or
- (c) the SaaS was provided for no fee.

7.6 Disclaimer.

CUSTOMER UNDERSTANDS AND AGREES THAT THE SaaS, THE DOCUMENTATION, AND THE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER BETTER IMPACT NOR ITS SUBCONTRACTORS OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF THE SaaS, ANY PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED, FREE FROM HARMFUL CODE, OR ERROR FREE. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF FUTURE FUNCTIONALITY, PUBLIC COMMENTS, OR ADVERTISING OF BETTER IMPACT OR BETTER IMPACT'S PRODUCT ROADMAPS OR BETTER IMPACT'S SERVICES TO ENGAGE AUTHORIZED USERS TO USE THE SaaS.

8. THIRD PARTY CLAIMS

8.1 Claims Brought Against Customer.

- (a) Better Impact will defend, indemnify, and hold Customer harmless against claims brought against it by any third party alleging that Customer's use of the SaaS infringes or misappropriates a Canadian patent claim, copyright, or trade secret right. Better Impact will indemnify Customer against all damages finally awarded against it (or the amount of any settlement Better Impact enters into) with respect to these claims.
- (b) Better Impact's obligations under this Section 8.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the SaaS in conjunction with any product or service not provided by Better Impact, or (iii) use of the SaaS provided for no fee.
- (c) In the event a claim is made or likely to be made, Better Impact may (i) procure for Customer the right to continue using the SaaS under the terms of this Agreement, or (ii) replace or modify the SaaS to be non-infringing without a material decrease in functionality. If these options are not reasonably available, Better Impact or Customer may terminate Customer's subscription to the affected Cloud-Based Service upon written notice to the other and Better Impact will refund Customer's unused portion of its pre-paid annual subscription fee, on a pro-rated basis.

8.2 Claims Brought Against Better Impact Indemnitees.

To the fullest extent allowed by law, Customer will defend Better Impact, its related and affiliated entities, and all of their respective directors, officers, agents, employees, and contractors (collectively the "**Better Impact Indemnitees**") against actions, claims or proceedings brought by any third party related to the Data. Customer will defend Better Impact, its related and affiliated entities, and all of their respective directors, officers, Customer will indemnify the Better Impact Indemnitees against all damages finally awarded against any of them (or the amount of any settlement Customer enters into) with respect to these actions, claims, and proceedings.

8.3 Third Party Claim Procedure.

- (a) The party against whom a third-party claim is brought will timely notify the other party in writing of any action, claim or proceeding, reasonably cooperate in the defense, and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.
- (b) The party that is obligated to defend an action, claim or proceeding will have the right to fully control the defense.
- (c) Any settlement of an action, claim or proceeding will not include a financial or specific performance obligation on, or admission of liability by, the party against whom such action, claim or proceeding is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their related and affiliated entities, and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY AND INSURANCE

9.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

- (a) unauthorized use or disclosure of Confidential Information;
- (b) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data; or
- (c) death or bodily injury arising from either party's gross negligence or willful misconduct.



9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective related and affiliated entities or subcontractors) to the other or any other person or entity for:

- (a) any action, claim or proceeding in relation to Section 8 will not exceed \$100,000.00; and
- (b) all other events (or series of connected events) arising in any twelve (12) month period will not exceed the annual subscription fees paid for the applicable SaaS component directly causing the damage for that twelve (12) month period. Any "twelve (12) month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

SUBJECT TO SECTION 9.1:

- (a) NEITHER PARTY (NOR ITS RESPECTIVE RELATED AND AFFILIATED ENTITIES OR SUBCONTRACTORS) WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE OR FOR EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES; and
- (b) BETTER IMPACT WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY SAAS SERVICE OR COMPONENT PROVIDED FOR NO FEE.

9.4 Risk Allocation.

This Agreement allocates the risks between the parties. The fees for the SaaS and Consulting Services reflect this allocation of risk and limitations of liability.

9.5 Insurance.

Better Impact, at its sole cost and expense, shall obtain and maintain in full force and effect at all times throughout the Subscription Term and any extension thereof the insurance coverage provided for in this Section 9.5 with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. Better Impact shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. The insurance coverage shall include but not be limited to:

- (a) Commercial General Liability insurance for all services and operations of the Better Impact as provided for in this Agreement to the inclusive limit of not less than Two Million (\$2,000,000.00) Dollars per occurrence;
- (b) Professional Liability or Errors and Omissions Insurance in the amount of not less than Two Million (\$2,000,000) per occurrence; and
- (c) Network/Cyber Security and Privacy Liability Insurance of not less than Two Million (\$2,000,000) per claim.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Better Impact Ownership.

Better Impact and its licensors own all right, title and interest in all intellectual property rights in and related to the SaaS, Materials, Documentation, Consulting Services, design contributions, product suggestions, related knowledge or processes, know-how and trade secrets, and any derivative works of them. All rights not expressly granted to Customer are reserved to Better Impact and its licensors.

10.2 Customer's Ownership.

Customer retains all rights in and related to the Data. Better Impact may use Customer's trademarks, tradenames, service marks, and logos solely to provide and support the SaaS and for the purposes of Section 11.3.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against Better Impact, its related and affiliated entities, or any of its or their licensors, any rights, or any claims of any rights, in the SaaS or any components of it, the Materials, the Documentation, or the Consulting Services.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

- (a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Administrative Users whose access is necessary to enable it to exercise its rights or perform its obligations under this Agreement and who are under obligations of confidentiality substantially similar to those in Section 11.
- (b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.
- (c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by contemporaneous written materials;
- (b) is generally available to the public without breach of this Agreement by the receiving party;



- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, as evidenced by contemporaneous written materials; or
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.

- (a) Customer may use Better Impact's tradename, trademarks, service marks, and logos in advertising, reports and when publishing reviews posted on review websites.
- (b) Upon prior approval by Customer, Customer agrees that Better Impact and its affiliated entities may use Customer's tradename, trademarks, service marks, and logos for marketing and other business purposes.

12. MISCELLANEOUS

12.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures.

12.4 Regulatory Matters.

Better Impact's Confidential Information is subject to export control laws of various countries, including the laws of Canada, the United States, and the EU. Customer will not submit Better Impact's Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Better Impact's Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices by Better Impact relating to the operation or support of the SaaS and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or Administrative User who has subscribed to Better Impact's system monitoring email list.

12.6 Assignment.

Without Better Impact's prior written consent, Customer may not assign or transfer this Agreement (or any of its rights or obligations) to any party.

12.7 Subcontracting.

Better Impact may subcontract parts of the SaaS or Consulting Services to third parties. Better Impact shall be responsible for breaches of this Agreement caused by its subcontractors and suppliers.

12.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 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 impacted party's ("**Impacted Party**") control, including, but not limited to, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations) or epidemic or pandemic (caused by or resulting from sickness, disease, virus, or otherwise); (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, regulation, or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice pursuant to Section 12.5 within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 180 days following notice given by it, the other party may thereafter terminate this Agreement upon Notice.

12.10 Governing Law

This Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the United States of America applicable thereto, without reference to conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Dover, Delaware. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to this Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one (1) year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim.

12.11 Entire Agreement.

This Agreement, including the Order Form, Better Impact Policies, the Better Impact Service Level Agreement, applicable



Better Impact USA Inc.
331 S Michigan Ave
Chicago, IL USA 60604
www.betterimpact.com
800-844-1545

end user click-through agreements, the Better Impact specifications referred to herein, and if applicable and jointly executed, Better Impact's HIPAA Business Associate Agreement, constitutes the complete and exclusive statement of the agreement between the parties in connection with the parties' business relationship related to the subject matter of this Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by this Agreement and the parties disclaim any reliance on them. This Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. This Agreement will prevail over terms and conditions of any purchase order issued by Customer, which will have no force and effect, even if Better Impact accepts or does not otherwise reject the purchase order.

Sales Order for Ankeny Community School District



Thanks again for the opportunity to present this proposal. Below, please find our proposed solution and its expected business impact. We have also included our recommended implementation, training and pricing plans. I look forward to hearing from you. Please let me know if you have any questions.

Sincerely,
Evan Kline

About monday.com

monday.com is a Work OS, where teams plan, run and track their processes, projects, and everyday work seamlessly.

Teams can shape any workflow, code-free, within minutes, automate manual work and push projects forward, while connecting distributed teams and strengthening remote collaboration.

The platform's features include: customizable workflow templates, time tracking, automations, data dashboards, and integrations with popular tools. Thousands of companies around the world connect their teams on monday.com

Trusted by 130K+ customers, across 200+ industries, from 190+ countries



monday.com Ltd

6 Yitzhak Sadeh St., Tel-Aviv, Israel
 6777506, Israel
 Tel.: 077-3180262
 Fax: 077-3180262
 Company Number: 514744887

To:
Company Legal Name: Ankeny Community
 School District
Tax ID: 42-6021919
Billing Address:
 306 SW School Street,
 Ankeny, Iowa, 50023,
 United States
Sales Rep: Evan Kline
 MO-104870

Sold-To Name: Ankeny Community
 School District
Sold-To Address:
 306 SW School Street,
 Ankeny, Iowa, 50023,
 United States

Order Date: Jul 20, 2022
Valid Date: Jul 28, 2022

Pricing Summary

Description	Unit Price	Seats	Hours	Duration	Plan Period	Start Date	End Date	Net Price
monday.com Work OS - Enterprise Plan	45	25	-	12	Yearly	Jul 20, 2022	Jul 19, 2023	\$13,500.00
Advanced Onboarding Package	250	-	10	-	-	Jul 20, 2022	-	\$2,500.00
Account Balance Carryover	0	5	-	5.774194		Jul 20, 2022	Jan 12, 2023	(\$456.16)
Total Net Price								\$15,543.84

Advanced Onboarding may be performed by monday.com or by a third party on its behalf, as determined by monday.com in its sole discretion

Onboarding Expiration Date is Oct 3, 2022

Activation Period: Jul 20, 2022 - Jul 19, 2023

Payment Terms: Net 30

If this Sales Order is not returned signed by Customer by Jul 28, 2022, this offer expires.

This SO does not reflect any applicable taxes that may arise as a result of this SO. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this SO. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this SO may be relied upon by monday.com for purposes of calculating such taxes.

Purchase Order Form – monday.com services

This Sales Order form (the "Order") for monday.com services as described above (the "Services") is issued under and shall be governed by monday.com's Terms of Service available at: <https://monday.com/terms/tos> (the "Terms") and any addendum thereto entered into by the parties in writing ("Addendum"); however, if a SaaS agreement was signed by monday.com Ltd. and the customer identified above (the "Customer") in respect of the Services (the "Agreement") then the engagement hereunder shall be governed by the Agreement. This Order, Terms, Addendum and Agreement (as the case may be) and any exhibits or appendices referred therein, constitute the entire agreement by and between monday.com and Customer in respect of the provision of the Services. Any other arrangements, either oral or in writing, in respect of the Services shall have no force or effect.

Notwithstanding Section 21 of the Terms, the Governing Law shall be of the State of New York and the jurisdiction shall be the courts of New York, NY.

Name:
 Title:
 Date:
 Signature:

- If you are exempt from paying sales tax please attach a tax exemption certificate in order for us to process the correct invoice
- If you require a purchase order number to be quoted on the invoice, please attach a copy of the Purchase Order.
- Please confirm the finance contact, preferably an accounts payable e-mail address, where invoices should be sent

Cisco Duo Subscription
Quote #280557 v2
Prepared For:
Ankeny Community Schools

 Paul Mahoney
 306 SW School St.
 Ankeny, IA 50023

P: (515) 965-9600

E: paul.mahoney@ankenyschools.org

Prepared By:
Des Moines Iowa Area Office

 Polly Kraber
 11259 NW Aurora Ave
 Urbandale, IA 50322

P: (515)414-2809

E: pkraber@hbs.net

Date Issued:
06.27.2022
Expires:
07.20.2022

DUO 3yr)	Price	Qty	Ext. Price
Requested Start Date : 24-Jun-2022 / TERM: 36 Months			
From 24-Jun-2022 to 23-Jun-2025 / No Auto Renewal			
Billing Frequency: Prepaid Term			
SVS-DUO-SUP- Cisco Duo Basic Support B	\$0.00	1	\$0.00
DUO-EDU-MFA- Cisco Duo MFA for education Faculty/Staff users - 1 License - Academic F	\$33.48	100	\$3,348.00
DUO-EDU-SUB Cisco Duo subscription	\$0.00	1	\$0.00
Subtotal			\$3,348.00

DUO (1yr) Optional	* Optional	Price	Qty	Ext. Price
Requested Start Date : 24-Jun-2022 / TERM: 12.00 Months				
From 24-Jun-2022 to 23-Jun-2023 / No Auto Renewal				
Billing Frequency: Prepaid Term				
SVS-DUO-SUP- Cisco Duo Basic Support B		\$0.00	1	\$0.00
DUO-EDU-MFA- Cisco Duo MFA for education Faculty/Staff users - 1 License - Academic F		\$11.16	100	\$1,116.00
DUO-EDU-SUB Cisco Duo subscription		\$0.00	1	\$0.00
* Optional Subtotal				\$1,116.00

Quote Summary	Amount
DUO 3yr)	\$3,348.00
Total:	\$3,348.00

*Optional Expenses	One-Time
DUO (1yr) Optional	\$1,116.00

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

Acceptance

Des Moines Iowa Area Office

Ankeny Community Schools

Polly Kraber

Signature / Name

06/27/2022

Date

Signature / Name

Initials

Date



STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC ("Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute, WI 54140, and customer ("Buyer").

- 1) **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of any products or services from Seller.
- 2) **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
- 3) **FORCE MAJEURE.** Seller's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Seller and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
- 4) **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. Delivery shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
- 5) **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against Seller. **SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- 6) **PROFESSIONAL SERVICES.** Seller may provide professional services as requested by Buyer. All services provided by Seller, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Seller's records shall be the sole measurement of professional services and/or time expended by Seller. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement.
 - A) **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation, which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 - B) **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 - 1) When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rates.
 - 2) Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX

Agreement is expended, then Seller shall refund 75% of the unused portion of the fee and may retain the balance.

C) Hourly Rates. Should services provided not be covered under a manufacturer or third party warranty or should Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Seller's then-prevailing hourly rates.

7) PROFESSIONAL SERVICE ESTIMATES. At times, Buyer may request time estimates for service situations. Seller will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.

8) FOUR-HOUR RESPONSE; AFTER HOURS WORK. For calls received on normal business days, excluding holidays, Seller will use its best effort to respond to Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of Buyer's request. Any work occurring after 5:00 p.m. or before 8:00 a.m. CT or on weekends is subject to a bill rate of 1.5 times the normal rates.

9) ASSIGNABILITY. Seller may delegate all, or any part of, its duties hereunder to a subcontractor.

10) EXCLUDED EQUIPMENT. Seller may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.

11) BUYER'S RESPONSIBILITY. Buyer shall use its best efforts to cooperate with Seller in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Seller's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.

12) WARRANTY AS TO PROPER LICENSING. Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization, and Buyer shall hold Seller harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.

13) WARRANTY AS TO PROPER BACKUP AND SECURITY. Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up, and Buyer understands that Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder. Buyer warrants and represents to Seller that Buyer has properly secured its network and systems, in accordance with current industry best standards, and Buyer understands that Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of Buyer's failure to properly secure its network or systems.

14) NON-SOLICITATION OF PERSONNEL. During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Seller, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Seller. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Seller, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Seller. Buyer acknowledges that Seller will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Seller may bring an action for injunctive relief and/or actual damages to enforce this provision.

15) SUSPENSION OF PRODUCTS/SERVICES. Seller shall have the right to suspend providing any products and services in the event that Buyer is delinquent on payment of any outstanding invoices.

16) EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer arising out of or related to data that has not been backed up, or data that is lost, damaged, corrupted, compromised for any reason (including but not limited to weak passwords or network security), or otherwise unsecured, in connection with any services or use of any products sold hereunder, and Buyer shall indemnify Seller for the same. In the event that Seller recommends a course of action for an engagement, but Buyer instructs Seller to pursue a different course

of action despite Seller's recommendation, Buyer shall assume sole responsibility for any problems that arise from Buyer's course of action, and Seller shall have no liability for the same.

17) **ACCEPTANCE OF PRODUCTS.** Except as stated in the following sentence, Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within ten business days after delivery. Product returns are only allowed pursuant to the manufacturer's return policy. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Seller Materials"). Seller shall retain all rights and interests in and to the Seller Materials after the completion of this Agreement.

18) **CLOUD SERVICES.** Buyer agrees and acknowledges that in order to provide a high level of service, Seller may store Buyer's information in the public cloud. This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Buyer agrees and acknowledges that the cloud is a separate and independent network, which is not controlled by Seller, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the public cloud, including but not limited to the loss of any information. In the event that Buyer has Seller perform services relating to Buyer's subscription based services, Buyer shall be responsible for any charges incurred relating to the use of the subscription based services.

19) **CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.

20) **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.

21) **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

22) **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

23) **ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or services at any time, the terms and conditions of this Agreement shall govern.

24) **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of any products or services from Seller to Buyer. This Agreement supersedes and replaces any prior agreements between the parties with respect to the subject matter hereof. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

INVOICE

Droplet, LLC
304 Southwest 32nd Street
Ankeny, Iowa 50023
United States

Mobile: 319-404-1335

BILL TO

**Westwood Elementary - Ankeny
Community School District**
Joel Martin
2920 NW Ninth Street
Ankeny, Iowa 50023
United States

515-965-9690
Joel.Martin@ankenyschools.org

Invoice Number: 2022-01

Invoice Date: July 2, 2022

Payment Due: August 31, 2022

Amount Due (USD): \$1,500.00

Products	Price	Amount
Dismissly Subscription - 1 building - unlimited users, unlimited students Building: Westwood Elementary Subscription: October 14, 2022 - October 13, 2023	\$1,500.00	\$1,500.00
Total:		\$1,500.00
Amount Due (USD):		\$1,500.00

Notes / Terms

By submitting a payment, you are agreeing to the Droplet Terms of Use (<https://dismissly.com/legal/terms-of-use>), the Droplet Privacy Policy (<https://dismissly.com/legal/privacy-policy>), and the Terms of License you have agreed to with Droplet.



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Approve 2022-23 Annual Improvement Goals

Extended Information: Superintendent's Recommendation: Approve and accept the 2022-23 Annual Improvement Goals as recommended.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022-23 Annual Improvement Goals.final.pdf	Annual Improvement Goals	Support Document	6/21/2022

2022-23 Annual Improvement Goals

July 2022

Long-Range Goals (July 2019-June 2024) academic, behavioral, and 21st century

1. The percentage of students scoring proficient or higher in reading and in math will reach 100% by 2024.
2. Provide for a safe, welcoming, inclusive learning environment that nurtures diverse aspirations of all learners.
3. Strengthen efforts in STEM (science, technology, engineering and math) and work-based learning initiatives to increase students' future-readiness.

Annual Improvement Goals 2022 – 2023

The Ankeny Community School District's primary goal for the 22-23 school year is to ensure the academic growth of **every** student while decreasing the disproportionality or underrepresentation of students meeting or exceeding benchmarks and behavior expectations.

1. Increase the percentage of students in demographic groups that are performing at or above proficient in **reading** on standardized assessments* from spring 2022 to spring 2023.
2. Increase the percentage of students in demographic groups that are performing at or above proficient in **math** on standardized assessments* from spring 2022 to spring 2023.
3. Increase the percentage of students in demographic groups that are performing at or above proficient in **science** on standardized assessments* from spring 2022 to spring 2023
4. Increase the percentage of students in demographic groups that are performing at meeting on **work habits standards** from spring 2022 to spring 2023.
5. Increase the percentage of students in demographic groups reporting a **safe and welcoming school environment** as measured by local and state surveys.

*Iowa Statewide Assessments of Student Progress (ISASP) will be used at the district level. Buildings will utilize additional assessments.

Ankeny Community School District does not discriminate based on race, color, creed, religion, national origin, sex, gender identity, age, disability, marital status, sexual orientation, physical attributes, physical or mental ability or disability, ancestry, political party preference, military affiliation, socioeconomic status, or familial status. Inquiries or grievances may be directed to Kenneth Morris, Jr., Equity Director, 306 SW School Street, P.O. Box 189, Ankeny, IA, 50021-0189, (515) 965-9600, kenneth.morris@ankenyschools.org; or the Iowa Civil Rights Commission, Grimes State Office Building, Des Moines, IA, 50319-0201, (515) 281-4121; or the U.S. Department of Education, Office for Civil Rights, 500 West Madison Street, Suite 1475, Chicago, IL 60661.



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Policies - First of Two Readings

Extended Information:

- 103.00 Long-Range Needs Assessment: *Mandatory policy. Annual review; changes for consistency, clarity and alignment with requirements.*
- 104.00 Anti-Bullying/Anti-Harassment Policy: *Mandatory Policy. Annual publication required; minor changes for consistency.*
- 406.50 Communicable Diseases; *Annual review; minor changes for clarity.*
- 406.30 Hazardous Chemicals: *Annual review; minor changes for clarity and compliance.*
- 403.80 Licensed Employee Compensation for Extra Duty: *Annual review; minor changes for clarity.*
- 505.05 Graduation Requirements: *Annual review; minor changes for clarity and compliance.*
- 505.60 Student Directory Information: *Mandatory policy. Annual publication required; minor changes for consistency.*
- 504.32 Administration of Medication to Students: *Annual review of form; minor changes for clarity.*
- 507.80 Student with Special Health Needs: *Annual review; minor changes for clarity.*
- 600.00 Statement of Guiding Principles: *Annual review; changes for clarity and compliance.*
- 601.01 School Calendar: *Mandatory policy. Annual review; changes for consistency and clarity.*
- 601.02 School Day: *Annual review; minor changes for clarity and consistency.*
- 605.80 Technology & Instructional Materials: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- 605.02 Objections to Instructional Materials: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- 607.20 Student Health Services: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- 701.10 School Nutrition Program: *Mandatory policy. Annual review; minor changes for clarity and consistency.*
- 701.40 Free/Reduced Cost Meals Eligibility: *Annual notice; minor changes for clarity and compliance.*
- 702.50 Extracurricular & Other Transportation: *Annual review; minor changes for consistency.*
- 702.60 Summer School Program Transportation Services: *Annual review; addition of dates of review.*
- 702.30 Student Eligibility for Transportation: *Annual review; removal of procedural information re: Pay-to-Ride in order to maximize flexibility in implementation.*
- 910.00 Crisis Management: *Annual review; minor changes for consistency.*
- 904.50 Stock Epinephrine Auto-Injector Supply: *Annual review; minor changes for clarity.*
- 404.11 Personal Illness: *Removal of expired language related to COVID-leave; minor changes for consistency and clarity.*
- 501.31 Open Enrollment: *Removal of references to deadlines to align with newly-amended state law.*
- 703.12 Radon Testing and Mitigation: *Proposed new policy to align with requirements in newly-enacted state law.*
- 1001.60 Examination of District Public Records: *Changes to align with revised parameters in state law.*
- 605.03 Library Materials *Changes to reflect stakeholder input, as well as to add consistency and clarity*
- 605.04 Library Materials Inspection *Changes to clarify parental access to library records, as well as to add consistency and clarity*
- 605.05 Objection to Library Materials *Changes to clarify the objection process, as well as to add consistency and clarity*
- 703.00 Facilities Inspections: *Proposed new policy to align with model policy guidance; annual review.*

Superintendent's Recommendation: Approve and accept the policies, first of two readings, as presented.

ATTACHMENTS:

File Name

[Policies first read 7.11.22 \(2 of 2\).pdf](#)

Description

Policies 7.11.22 2 of 2

Type

Support Document

Upload Date

7/7/2022

600 SERIES EDUCATIONAL PROGRAM

605.03 Library Materials

The ~~District-district will shall~~ maintain a ~~school~~ library in each ~~school~~ building for use by employees and by students during the school day. Materials for the libraries ~~will shall~~ be acquired according to this policy. It is the responsibility of the principal of the building in which the school library is located to oversee the use of materials in the library.

The ~~Board-board~~ has the sole discretion to approve library materials for the District ~~and delegates this. This~~ authority ~~is delegated~~ to licensed teacher librarians to determine which library materials ~~the district~~ will be utilized and/or purchased ~~by the District~~.

Teacher librarians ~~are shall be~~ responsible for the review, evaluation, maintenance, development, and selection of the school library media collections. ~~They-The selection process shall be~~are guided by the ~~system level selection policy that embodies the~~ philosophy and procedures set forth in national, state, and district documents, ~~including the Library Bill of Rights (ALA), Freedom to Read Statement, and interpretive statements adopted thereto. In reviewing current library materials for continued use and in selecting additional library materials, licensed teacher librarians shall consider the district's current and future needs as well as changes and trends in education and society. Teacher librarians shall review the most current challenged book list and evaluate appropriateness for inclusion in the library.~~

Teacher librarians ~~shall~~ work cooperatively with administrators and teachers ~~and solicit stakeholder input in order~~ to provide resources that represent diverse points of view, stimulate growth in thinking skills, ~~and~~ promote the overall educational program. ~~and Library media collections are developed to meet both curricular and student needs. To ensure these needs are met, teacher librarians apply selection criteria and use recommended selection tools. Licensed teacher librarian(s) shall consult with appropriate colleagues, including but not limited to members of the Academic Services Team, if they are considering library materials that they consider reasonably likely to be significantly controversial.~~

~~The district's licensed teacher librarians shall establish systems for regular review of library materials for systemic building of library collections based on genres and subject areas.~~

~~The District subscribes in full to the principles, philosophy, and goals set forth in the Library Bill of Rights (ALA), Freedom to Read Statement, and interpretative statements adopted thereto.~~

~~In reviewing current library materials for continued use and in selecting additional library materials, licensed teacher librarians will consider the current and future needs of the District as well as changes and trends in education and society. Teacher librarians review the most current challenged book list and evaluate appropriateness for inclusion in the library as it relates to the District's selection criteria. A system for regular review of materials will be established by teacher librarians. Books potentially controversial will be reviewed by colleagues for appropriate placement. A collaborative procedure for collection development will be established to enhance the district library collections. District teacher librarian(s) will establish a systemic collection building system, based on genres and subject areas.~~

Library materials given to the ~~District-district~~ must meet the criteria established herein and comply with ~~Board-board Policy-policy~~ on gifts and donations.

Legal Reference:

*Iowa Code §§ 256.7(24); 279.8; 280.14; 301
281 I.A.C. 12.3(11), (12).*

Cross Reference:

*602 Series: Curriculum Development
605 Series: Instructional Materials
802.70 Gifts, Donations, Grants and Bequests*

Approved:

June 15, 2009

Reviewed:

May 11, 2009

November 17, 2014

February 17, 2020

June 20, 2021

Revised:

June 15, 2009

November 17, 2014

February 17, 2020

July 6, 2021

600 SERIES EDUCATIONAL PROGRAM

605.04 Library Materials Inspection

Parents and ~~citizens~~ other members of the Ankeny Community School District may view the library materials available to students. All library materials ~~must~~ may be viewed on ~~District~~ district premises by making an appointment with the relevant principal/designee and/or or via the ~~District's~~ district's ~~internet access to~~ online library catalog. Parents may view the items their children have currently checked out by accessing their accounts on the online library system. ~~Copies may be obtained according to Board policy.~~

Legal Reference:

*Iowa Code §§ 256.7(24); 279.8; 280.14; 301
281 I.A.C. 12.3(11), (12).*

Cross Reference:

*602 Series: Curriculum Development
605.03 Library Materials
605.05 Objection to Library Materials
1004.60 Examination of District Public Records*

Approved:

June 15, 2009

Reviewed:

*May 11, 2009
November 17, 2014
February 17, 2020*

Revised:

*November 17, 2014
February 17, 2020*

600 SERIES EDUCATIONAL PROGRAM

605.05 Objection to Library Materials

~~Citizens~~ ~~Students and/or parents of students enrolled in~~of the Ankeny Community School District may object to materials located in the ~~district's~~ media center(s) ~~of District facilities despite the selection process. It is the responsibility of the~~The ~~SS~~Superintendent/designee ~~shall to establish determine~~administrative regulations for reconsideration of media center materials.

R.R. for Policy #605.05

The procedure for handling reconsideration of challenged media center material in response to questions concerning the appropriateness is as follows:

1. The relevant staff member will hold an informal meeting with the complainant via phone, web conference, and/or in person to hear the complainant's concerns, inform the complainant of the selection procedure and the relevant board policies, provide information on the purpose and context for the use of the materials, and attempt to resolve the situation informally. If the challenged item is an item in a district media center collection, a librarian and/or principal from the attendance center attended by the complainant's child(ren) shall be the staff member charged with holding this initial, informal conversation with the complainant.
2. If step 1 does not resolve the complainant's concern the complainant shall, within one week of the informal meeting outlined in step 1, notify the relevant building principal in writing that the concern remains and that further consideration is needed.
3. Within two calendar weeks of receiving notice of ongoing concerns from the complainant, the superintendent/designee shall convene a committee of the district's teacher librarians to conduct a preliminary review of the challenged material and to determine next steps. The principal shall not share the name of the complaining parent and/or student with the committee and shall instruct the committee on maintaining confidentiality with regard to the review. The committee may decide the material has merit and should remain in the library or they may determine that a modification to the district's media collection should be made. The committee shall communicate their decision, rationale, and information about the formal Reconsideration Process to the complainant in writing within three weeks of receiving notice of the desire for further review from the complainant.
4. The complainant may appeal the teacher librarian committee's decision by filing a formal reconsideration request by filling out the form in Board Policy 605.05F and submitting it to the relevant building principal. This form shall be filed as directed within two calendar weeks of receiving the decision of the librarian committee.
5. Upon receipt of a Reconsideration Request Form, the following process for Objections to Media Center Materials shall commence:
 - A. Within three calendar days of the receipt of the Reconsideration Request Form, the relevant principal will contact the Chief Academic Officer to arrange for appointment of an ad hoc committee ("Review Committee") to review the challenged material. The Chief Academic Officer/designee shall appoint members of the Review Committee within ten (10) calendar days of receipt of the written complaint and, to the greatest extent possible, will be comprised of the following:
 - One principal and/or assistant and/or associate principal other than the principal to whom the complaint was reported
 - Two elementary school teacher librarians and/or digital literacy teachers
 - Two secondary school teacher librarians
 - Three parents/guardians of students in the building where the challenge was raised
 - Two high school (10th – 12th grade) secondary students whose parents have given written consent for their children to participate on the Review Committee for the item in question. To support objectivity in the review process, these students will be selected to serve on the Review Committee at the start of the year, regardless of whether any challenges have been raised. Parent permission for participation on

the committee will be sought each time a review is requested. The names of the students serving on the committee shall not be released publicly in order to protect the student's confidentiality.

- The Chief Academic Officer/designee will facilitate the committee.

The principal may share the name of the complaining parent and/or student with the Chief Academic Officer, but neither the principal nor the Chief Academic Officer shall share that information with the committee. The Chief Academic Officer/designee facilitating the committee shall instruct the committee on maintaining confidentiality with regard to the review.

The complainant may present to the Review Committee (if requested), but shall not be a member of the committee. If the complainant elects to present to the Review Committee, it shall be understood that the committee will not be able to keep the Complainant's identity anonymous.

The Chief Academic Officer/designee shall provide the parents/guardians of the students asked to serve on the Review Committee with information including but not limited to the following: the name/title of the challenged material, the basis for the challenge, and the expectations for participants on the Review Committee. The Chief Academic Officer/designee shall not reveal the name of the student and/or parent making the challenge to the parents/guardians when inviting the child to serve.

The Chief Academic Officer/designee shall also inform the parents/guardians that their child's participation on the committee is voluntarily and that the child will not face retaliation for participating or choosing not to participate on the committee and/or for any decisions about the challenged material that the student makes as part of the committee.

The Chief Academic Officer/designee shall offer the parents/guardians the opportunity to have a reasonable amount of time, as determined by the Chief Academic Officer/designee, to review the challenged material prior to determining whether their child may serve on the Review Committee and shall require consent for participation in writing prior to allowing the child to serve on the committee.

- A-B. Within one calendar week of their appointment, the Review Committee shall hold an initial meeting and establish a timeline for the review process. The Review Committee shall aim to complete a review within two calendar weeks of their initial meeting but shall have discretion to account for the size and complexity of the challenged material and shall be entitled to an extended review period if multiple items are challenged contemporaneously.
- B-C. Within three calendar days of their initial meeting, the facilitator of the Review Committee shall provide written notice to the complainant of the anticipated timeline for review.
- C-D. Following the timeline established in their initial meeting, the Review Committee shall conduct the review process. The review process shall include, but need not be limited to, reading, viewing, and/or listening to the challenged material in its entirety; studying the general acceptance of the material by reading review(s) and consulting recommended list(s); determining the extent to which the material supports the curriculum and/or is needed to support the goals of the district's media collection; and (if requested by the committee) hearing from the complainant.
- D-E. Following the timeline established in their initial meeting, the facilitator of the Review Committee shall provide the Chief Academic Officer with one of the following recommendations: (1) retain the challenged material, (2) withdraw all or part of the challenged material, or (3) limit the use of and/or access to the challenged material. The Chief Academic Officer shall communicate the same in writing to the Complainant.
- E-F. Within five calendar days of receipt of the written recommendation of the Review Committee, the Complainant may appeal the recommendation by submitting a written statement to the Chief Academic Officer appealing the recommendation and setting forth the reasons for the appeal. Failure to file an appeal by this deadline shall constitute a waiver of appeal of the Review Committee's recommendation, and the matter shall be considered resolved.

G. Within ten (10) calendar days of receipt of an appeal, the Chief Academic Officer shall convene the School Improvement Advisory Committee (SIAC) to consider and review the recommendation received from the Review Committee; a quorum of SIAC members shall not be necessary for this group to meet and act upon the appeal. The available members of the School Improvement Advisory Committee (SIAC) shall meet to discuss the appeal and determine which of the following recommendations to present to the superintendent/designee: (1) retain the challenged material, (2) withdraw all or part of the challenged material, or (3) limit the use of and/or access to the challenged material. The Chief Academic Officer shall present this recommendation the superintendent/designee within two calendar days of the SIAC meeting.

The Chief Academic Officer shall not share the name of the complaining parent and/or student with the committee and shall instruct the committee on maintaining confidentiality with regard to the review.

F.H. Within fifteen calendar days, superintendent/designee shall review SIAC's recommendation and provide a written decision to the Review Committee Facilitator and the Chief Academic Officer who shall deliver same to Complainant. This decision shall be either to: (1) retain the challenged material, (2) withdraw all or part of the challenged material, or (3) limit the use of and/or access to the challenged material.

G.I. Within five calendar days of receiving written notification of the superintendent/designee's decision, the Complainant and/or the facilitator of the Review Committee may appeal the decision to the Board of Education by submitting a written request for board review. The board shall conduct an appeal hearing within one month following the filing of the appeal and shall decide whether to sustain or overrule the superintendent/designee's decision.

J. Pursuant to state law, any person dissatisfied with the board's decision may appeal said decision to the Iowa Department of Education.

6. Under unusual circumstances, the board may waive the timelines outlined herein.

4-7. Challenged materials shall remain available in the media center collection(s) during the reconsideration process, to students other than the student involved in the challenge (if his/her parent or guardian has requested limited access thereto) unless the Review Committee, in its discretion, requests temporary removal.

8. Unless the Review Committee finds a compelling reason for deviation, a media material shall be eligible for a comprehensive review at Review Committee level or higher no more than once every seven years. If a parent/guardian submits a Reconsideration Request Form challenging a media center material less than seven years after the material's most recent review, the Chief Academic Officer/designee will convene the Review Committee using the process outlined herein. The Review Committee will consider the complainant's challenge and determine if a comprehensive review is warranted. If a review is not needed, the Review Committee facilitator shall, within the time frame outlined herein, provide the complainant with a copy of the most recent Review Committee recommendation for the challenged material and an explanation for why further review was not warranted. The complainant may appeal this decision following the appeals process outlined above.

Legal Reference:

*Iowa Code §§ 256.7(24); 279.8; 301
281 Iowa Administrative Code 12.3(11), (12).*

Cross Reference:

*602 Series: Curriculum Development
605 Series: Instructional Materials*

Approved:

June 15, 2009

Reviewed:

*May 11, 2009
November 17, 2014*

February 17, 2020
October 19, 2020

Revised:
June 15, 2009
November 17, 2014
February 17, 2020
October 19, 2020

700 SERIES - BUILDINGS AND SITES
703.00 Facilities Inspection - NEW

The district shall, as part of its maintenance schedule, develop a program for annual inspection of its equipment, facilities, and grounds. This schedule shall be in addition to those inspections conducted by authorized agencies.

The district shall report the results of the annual inspection to the board at its annual meeting. Further, the board may conduct its own inspection of the school district buildings and sites annually.

Legal Reference:
Iowa Code § 279.8

Adopted:
July 11, 2022

100 SERIES - EDUCATIONAL PHILOSOPHY

103.00 Long-Range Needs Assessment Strategic Plan

The ~~b~~Board believes in establishing metrics to assess ~~the district's progress toward achieving its how well the District is doing in meeting its~~ mission and vision. Data from a variety of sources, including input provided by ~~These metrics will be reviewed by collecting data from its~~ community members, students, parents, and staff. When possible and appropriate, the board encourages solicitation of information from business, labor, industry, higher education, and community members regarding their expectations for student preparation.

In conjunction with the strategic plan, the ~~b~~Board shall authorize the appointment of committees, including but not limited the School Improvement Advisory Council (SIAC), comprised of ~~representatives from the following groups:~~ administrators, employees, parents, students, and community members to make recommendations and. ~~These committees will~~ assist the ~~b~~Board in evaluation of programs and in determining district ~~the priorities of the District and the educational program. Several of these committees will together compose the School Improvement Advisory Committee (SIAC). Other committees deemed necessary by the administration and Board will be created in order to specifically deal with issues relevant to the successful education of students. These committees work independently to obtain input from constituents. Committees then channel that input through to the Board.~~

~~It shall be the responsibility of~~ the superintendent/designee shall to ensure ~~that~~ the community is informed about student progress required by federal programs, state indicators and metrics, and locally-determined benchmarks. In addition, the superintendent/designee shall share annually with the ~~b~~Board the methods used to report the information listed above and the district's progress toward its goals.

As a result of the ~~b~~Board's and committees' work, the ~~b~~Board shall determine and prioritize major educational needs; develop long-range goals and plans to meet the identified needs; establish and implement short-range and intermediate-range plans to meet the goals and to attain desired levels of student performance; evaluate progress toward meeting goals; ~~and~~ maintain a record of progress under the plan that includes reports of student performance and results of school improvement projects; and annually report the district's progress made under the plan to the committees, community, and the Iowa Department of Education.

Legal Reference:

Iowa Code §21,256.7(4), 280.12, .18 (1989).

281 I.A.C. Iowa Admin. Code-12.3 (3) (new standards)

Cross Reference:

200.00 Statement of Guiding Principles

203.40 Committees of the Board

204.10 Regular Meetings School Board Open Meetings

213.00 Public Participation in Board Meetings

Facilities Long Range Planning

School District Community Relations

Equal Education Opportunity

~~*Goals and Objectives of the Education Program*~~

Adopted:

March 13, 1989

Reviewed:

June 5, 2000

October 31, 2005

December 15, 2014

November 20, 2019

June 20, 2021

Jun3 16, 2022

Revised:

June 5, 2000

March 3, 2003

November 7, 2005

December 15, 2014

July 6, 2021

July 11, 2022

100 SERIES - EDUCATIONAL PHILOSOPHY

104.00 Anti-Bullying/Anti-Harassment Policy

The Ankeny Community School District is committed to providing all students, employees, and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of students to learn and succeed. Bullying and/or harassment of or by students, staff, and volunteers is against federal and state law, as well as local policy, and is not tolerated by the board.

Therefore, school employees, volunteers, and students shall not engage in bullying or harassing behavior while on school property, in a school-owned or school-operated vehicle, while attending or participating in school-sponsored or sanctioned activities, ~~and~~ and/or while away from school grounds if the conduct materially interferes with the orderly operation of the educational environment and/or is likely to do so.

Complaints may be filed with the superintendent/designee pursuant to the regulation accompanying this policy. Complaints will be investigated within a reasonable time frame.

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

Retaliation Prohibited

Individuals who knowingly file false bullying or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures.

Any student found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, removal from service and exclusion from school grounds.

Definitions

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

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

- “Harassment” and “bullying” mean any electronic, written, verbal, or physical act or conduct toward an individual based on any trait(s) or characteristic(s) of the individual which creates an objectively hostile school or work environment that meets one or more of the following conditions:
 1. Places the individual in reasonable fear of harm to the individual’s person or property.
 2. Has a substantial detrimental effect on the individual’s physical or mental health.
 3. Has the effect of substantially interfering with the individual’s academic or career performance.
 4. Has the effect of substantially interfering with the individual’s ability to participate in or benefit from services, activities, or privileges provided by a school.

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

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

Filing a Complaint

A Complainant who wishes to avail him/herself of this procedure may do so by filing a complaint with the superintendent/designee. An alternate will be designated in the event it is claimed that the superintendent/designee committed the alleged discrimination or some other conflict of interest exists. Complaints shall be filed within 15 days of the event giving rise to the complaint or from the date the Complainant reasonably should have been aware of the complained-about occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

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

Investigation

The district will promptly and reasonably investigate allegations of bullying or harassment. The superintendent/designee shall name an investigator to handle ~~a~~ each complaint of bullying and/or harassment. Initial complaints of bullying and harassment start at the building level unless there are circumstances in which the investigation at the building level would be inappropriate.

The named investigator shall consider the totality of circumstances presented in determining whether complained-of-conduct objectively constitutes bullying or harassment.

The superintendent/designee shall be responsible for developing procedures regarding this policy.

Decision

If, after an investigation, a student is found to be in violation of this policy, the student shall be subject to appropriate discipline, which may include but is not limited to suspension and/or expulsion. If, after an investigation, a school employee is found to be in violation of this policy, the employee shall be subject to

appropriate discipline, which may include but is not limited to termination. If, after an investigation, a volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate disciplinary action, which may include but is not limited to exclusion from school grounds.

Publication of Policy

The board will annually publish this policy. The policy may be publicized by the following means:

- Inclusion in the student handbook,
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or school district's web site.

Legal References:

20 U.S.C. §§ 1221-1234i.
29 U.S.C. § 794.
42 U.S.C. §§ 2000d-2000d-7.
42 U.S.C. §§ 12101 2et. seq.
Iowa Code §§ 216.9; 280.28; 280.3.
281 I.A.C. 12.3(6).
Morse v. Frederick, 551 U.S. 393 (2007)

Cross References:

102 Equal Educational Opportunity
402.13 Harassment
502 Series Student ~~*Behavior and Discipline Rights and Responsibilities*~~
~~503 Series Student Discipline~~
~~503.60 Good Conduct Rule~~
504.45 ~~*Inappropriate Student Interaction Bullying*~~
~~506 Series Student Records~~

Adopted:

July 1, 2016

Reviewed:

June 18, 2018
September 16, 2021
June 16, 2022

Revised:

June 18, 2018
October 19, 2021
July 11, 2022

COMPLAINT AND WITNESS FORMS

104.00 R&R 1

ANTI-BULLYING/ANTI-HARASSMENT INVESTIGATION PROCEDURES

Investigation

The district will promptly and reasonably investigate allegations of bullying or harassment. The superintendent/designee shall name an investigator to handle each complaint of bullying and/or harassment.

Initial complaints of bullying and harassment start at the building level unless there are circumstances in which the investigation at the building level would be inappropriate.

The named investigator shall consider the totality of circumstances presented in determining whether complained-of-conduct objectively constitutes bullying or harassment.

If the Complainant is under 18 years of age, the investigator shall notify the Complainant's parent(s)/ guardian(s) that they may attend investigatory meetings in which the Complainant is involved. The complaint and identity of the Complainant, Respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy.

The investigation may include, but is not limited to the following:

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

The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment. Upon completion of the investigation, the Investigator shall issue a report with respect to the findings. The Complainant and the Respondent ~~alleged wrongdoer~~ will receive notice as to the conclusion of the investigation.

The principal will maintain a log of information necessary to comply with Iowa Department of Education's reporting procedures. If the complained-of behavior ~~it~~ does not meet the ~~definition of the~~ Iowa Department of Education's definition of Inappropriate Student Interaction and harassment-law, but meets the district's definition, the complaint will be reported in Infinite Campus.

Decision

If, after an investigation, a student is found to be in violation of the policy, the student shall be subject to appropriate discipline, which may include but is not limited to suspension and expulsion.

If, after an investigation, a school employee is found to be in violation of this policy, the employee shall be subject to appropriate discipline, which may include but is not limited to termination.

If, after an investigation, a volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include but is not limited to exclusion from school grounds.

~~Adopted:~~
~~July 1, 2016~~

~~Reviewed:~~

~~June 18, 2018~~
~~September 16, 2021~~

Revised:
June 18, 2018
October 19, 2021

Legal References:

~~20 U.S.C. §§ 1221-1234i.~~
~~29 U.S.C. § 794.~~
~~42 U.S.C. §§ 2000d-2000d-7.~~
~~42 U.S.C. §§ 12101-2 et. seq.~~
~~Iowa Code §§ 216.9; 280.28; 280.3.~~
~~281 I.A.C. 12.3(6).~~
~~*Morse v. Frederick*, 551 U.S. 393~~

Cross References:

~~102.00 Equal Educational Opportunity~~
~~503.01 Student Discipline~~
~~503.60 Good Conduct~~
~~506.01 Student Records Access~~
~~402.13 Harassment~~

400 SERIES - STAFF PERSONNEL
406.50 Communicable Diseases

Employees with a communicable disease will be allowed to perform their customary employment duties, provided they are able to perform the essential functions of their position and their presence in a District facility does not create a risk of illness or ~~transmission to others~~ in that facility. The term "communicable disease" shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

No person shall be asked or required as a condition of employment to take a test for the presence of the antibody to the human immunodeficiency virus, and no person shall have his/her terms, conditions, or privileges of employment affected solely because the employee had such a test.

Employees identified as having reasonably anticipated contact with blood or infectious materials will receive the Hepatitis B vaccine or sign a written waiver stating that they will not take the vaccine.

The health risk of a communicable disease to an individual employee shall be determined by the employee's personal physician.

The sSuperintendent/designee will collaborate with public health and dDistrict officials, as permitted by law, to determine the health risk, if any, posed to others in the dDistrict from the presence of an employee with a communicable disease. The team will consider the risk of transmission of a communicable disease and the danger to the person of infection. The dDistrict will follow all applicable law and policy if an employee with a communicable disease requires a reasonable accommodation to perform the essential functions of his/her job.

A dDistrict employee with a communicable disease that creates a substantial risk of harm to others at the workplace shall report the condition to the sSuperintendent/designee any time the employee is aware that the disease actively creates such risk. Employees with communicable diseases may be excluded from school and/or school assignments for the period of time that their conditions endanger the health or safety of others or during such period as they are physically unable to perform assigned tasks.

Upon learning of a communicable disease that requires reporting, the sSuperintendent/designee will make a report to the appropriate public health authorities.

The sSuperintendent/designee will ensure development and annual review of a dDistrict-wide exposure control plan to minimize dDistrict occupational exposure to bloodborne pathogen exposure control plan aligned with law. Prevention and control of communicable diseases, as well as scope, application, definitions, exposure control, methods of compliance, universal precautions, vaccinations, post-exposure evaluation, follow-up, communication of hazards, and record keeping shall be included in this plan. In handling body fluids, personnel will follow universal precautions in accordance with administrative guidelines.

Cross Reference:
406 Series Employees' Health and Well-Being

Adopted:
October 9, 1989

Reviewed:
June 17, 2002

November 15, 2010
August 17, 2015
November 16, 2020
June 16, 2022

Revised:
June 17, 2002
August 17, 2015
November 16, 2020
July 11, 2022

400 SERIES - STAFF PERSONNEL
406.30 Hazardous Chemical Disclosure

The ~~b~~Board authorizes the development of a comprehensive hazardous chemical communication program for the ~~d~~District to disseminate information about hazardous chemicals in the workplace.

Each ~~District~~ employee shall review information about hazardous substances. When a new employee is hired or transferred to a new position or worksite, ~~this~~ information and training, if necessary, shall be included in the employee's orientation ~~of the employee~~. When an additional hazardous substance enters the workplace, information about it shall be distributed, and training shall be conducted for the appropriate employees. The superintendent/designee will maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

District personnel who will be instructing or otherwise working with students shall disseminate information about the hazardous chemicals they will be working with as part of the instructional program.

~~It shall be the responsibility of the S~~superintendent/designee shall ~~to~~ develop administrative regulations regarding this program.

Legal References:

29 C.F.R. Pt. 1910; 1200 et seq.

Iowa Code chs. 88; 89B.

Adopted:

December 4, 1989

Reviewed:

February 19, 2001

September 8, 2003

June 20, 2011

May 16, 2016

June 16, 2022

Revised:

June 21, 2010

June 20, 2011

May 16, 2016

July 11, 2022

400 SERIES - STAFF PERSONNEL
403.80 Licensed Employee Compensation for Extra Duty

See Master Contract – Supplemental Pay, also Appendix Schedule D, Supplemental Pay

A licensed employee may volunteer or be required to take on extra duty, with the extra duty being secondary to the major responsibility of the licensed employee. The bBoard will establish a salary schedule for extra duty licensed employee positions, keeping in mind the financial condition of the dDistrict, the education and experience of the licensed employee, the educational philosophy of the dDistrict, and other considerations as determined by the bBoard.

Vacant extra duty positions, for which extra compensation will be earned, will be posted to allow qualified licensed employees to volunteer for the extra duty. If no licensed employee volunteers for extra duty, the sSuperintendent/designee will assign the extra duty positions to qualified licensed employees. Under the law, teachers may be held to coaching positions for one year if a suitable replacement can not be found. Other extra duty positions may be assigned by administration. The licensed employee will receive compensation for the extra duty required to be performed.

~~The superintendent shall annually~~ ~~It is the responsibility of the Superintendent to~~ make a recommendation to the bBoard as to which licensed employees will have the extra dut(ies)y, and the salary schedule for extra duty, ~~for the Board's review.~~

~~The district will follow~~ ~~the requirements regarding extra duty compensation outlined stated in the Master Contract between the district and the certified staff union~~ ~~between employees in the certified collective bargaining unit and the bBoard regarding the compensation for extra duties of certified such employees will be followed.~~

Legal Reference:

Iowa Code §§ 20.1; .4, .7, .9; 279.8, 13-.15, .19A-B

Iowa Code §§ 279.8, .13-.15, .19A-B.

Adopted:

Reviewed:

June 21, 2010

May 18, 2015

July 20, 2020

June 16, 2022

Revised:

June 21, 2010

May 18, 2015

July 20, 2020

July 11, 2022

500 SERIES - STUDENT PERSONNEL

505.05 Graduation Requirements

Students are eligible for graduation upon successfully completing the required academic credits and, elective credits, and upon having met the state and local requirements, as they apply to all subject matter.

A credit is given for an academic course, one semester in length, that has been successfully completed at or through a state certified program. Students are required to earn a total of 48 credits in grades 9-12 and successfully complete the following courses.

Students graduating will be required to successfully complete the following:

- 6 credits of Mathematics
- 8 credits of Language Arts
- 6 credits of Science
- 8 credits of Social Studies, United States Government, American History, Economics – including Financial Literacy*
- 1 credit of Health
- 15 credits of Electives
- 4 credits in Physical Education (at least one-half Physical Education credit earned per semester)

-
- 48 Total Credits

Beginning with the class of 2022, graduation requirements for special education students will include successful completion of four years of English, three years of math, three years of social studies and three years of science.

Students who complete a regular session in the Legislative Page Program of the general assembly at the state capitol will be credited ½ credit of social studies.

Students enrolled in a junior officers' training corp will receive 1/8th physical education credit for each semester the student is enrolled in the program.

~~*Financial Literacy requirement is effective with the 2021 graduation class.~~

Legal Reference:

*Iowa Code §256.7; 11;.41; A, §279.8; 280.3; .14
281 I.A.C. 12.3(5); 12.52;*

Cross Reference:

#505.06 Early Graduation

#505.02 Student Retention and Promotion

Adopted:

January 18, 1988

Reviewed:

April 14, 2010

December 19, 2011

April 21, 2014

July 16, 2018
November 20, 2019
February 17, 2020
June 16, 2022

Revised:

June 21, 2010
December 19, 2011
April 21, 2014
July 16, 2018
November 20, 2019
February 17, 2020
July 11, 2022

500 SERIES - STUDENT PERSONNEL
505.60 Student Directory Information

Directory information is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The district may disclose "directory information" to third parties without consent, including via the district website, if it has given public notice of the types of information which it has designated as "directory information," the parent's or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent or eligible student has to notify the school in writing that he or she does not want any or all of those types of information designated as "directory information." The district has designated the following as "directory information"

~~The District may disclose student "Directory Information" without consent; this disclosure may include publication on the District's website.~~ Directory Information may include but is not limited to a student's name, address, telephone number, date and place of birth, photograph or likeness, participation in officially recognized activities and sports, honors and awards, weight and height of members of athletic teams, the most recent previous educational agency or institution attended by the student, and dates of attendance. Student directory information designed to be used internally to assist certified personnel will not be made accessible to the public.

The ~~d~~District shall define Directory Information in the annual notice and include the definition in the Student Handbook.

"Student" is defined as an enrolled individual, PK-12 including children in school district-sponsored child-care programs.

Annually and prior to developing a student directory and/or giving general information to the public, parents (including parents of students open enrolled out of the school district and parents of children homeschooled in the district) will be given notice of the district's intent to develop a directory and/or to give out general information and will have the opportunity to deny the inclusion of their child's information in the directory and/or in the general information about the students.

Parents/guardians who do not want their minor student's Directory Information published without their consent must notify the administration with the deadline set in the annual notice. These rights transfer to the student when he or she reaches 18 years of age.

Legal Reference:

Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99)

20 U.S.C. §1232g.

~~3445~~ C.F.R. 99, 99.31(b)

Iowa Code Chap. 22; ~~622.10 (1989)~~.

~~281~~ I.A.C. 12.3(4); 41

1980 Op. Att'y Gen. 720.

Cross Reference:

506.01 Education ~~Student~~ Record Access

500 Series Appendix A - Regulations on Student Records

902.40 Live Broadcast, Video and Audio Recording, or Photography

1001.60 Examination of District Public Records

Approved:

January 3, 1989

Reviewed:

December 18, 2006

August 2, 2010

August 17, 2015

December 21, 2020

June 16, 2022

Revised:

December 18, 2006

August 2, 2010

August 17, 2015

December 21, 2020

July 11, 2022

500 SERIES - STUDENT PERSONNEL
504.32 Administration of Medication to Students

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

“Medication” for purposes ~~of for~~ this policy can mean prescribed medications, non-prescribed medications, over the counter medications, food supplements, natural dietary supplements, ~~and~~/or look alike medications.

Administration of Medication to Students by District Employees

Except for students with approved self-medication as provided below, the ~~d~~District will assist in administering medications; when the student’s parent/~~or~~ guardian provides a signed and dated written statement requesting medication administration and the medication is in the original, labeled container, either as dispensed or in the manufacturer’s container. Accordingly, except for emergency situations, only a licensed registered nurse, physician, ~~and~~/or a staff member who has successfully completed a medication administration course will be permitted to administer these medications. A medication administration course and periodic update shall be conducted by a registered nurse or licensed pharmacists, and a record of course completion shall be maintained by the school.

Telephone permission for a one-time dose of prescription or non-prescription medication may be taken from parents/guardians under special circumstances and at the school nurse’s-/authorized practitioner’s discretion. If the medication is to continue for several days subsequent to the telephone permission, written authorization must accompany said medication the following day.

In accordance with the Nurse Practice Act, ~~d~~District nurses will exercise their professional discretion in determining whether to administer any medication. If a nurse determines to vary or not administer a medication, the nurse shall inform the parent/-guardian, prescribing physician, and building principal of the reason for declining administration. If the ~~d~~District determines not to assist in administering any lawfully prescribed medication to a student, the ~~d~~District may permit a parent, guardian, or other person identified in writing by the parent/~~guardian~~ to administer the medication during school time in designated locations and in accordance with this policy and other policies related to visitors to ~~d~~District facilities.

Any request for medication administration will be reviewed annually. If, ~~at any time,~~ there exists reason to obtain information from the prescribing health care practitioner, the student’s parent/guardian will be responsible for any costs charged by the practitioner to assist the ~~d~~District in administering the medication.

When the administration of medication requires ongoing professional health judgment, an individual health plan (IHP) will be developed by the school nurse with the student and the student’s parent/guardian, as outlined in Board Policy 507.80.

Self-Administration of Medication by Students

In some specific circumstances, students may self-administer their own medication and/or look-alike substances. Such self-administration may be authorized only when the student's parent/guardian has made a written request for co-administration of medication, when a licensed health care practitioner has prescribed the medication for the student, when the student's competence to self-administer has been demonstrated, and when the school nurse has granted approval.

By law, students with asthma or other airway constricting diseases or students at risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written approval of the student's parents and prescribing licensed health care professional.

Students may only carry medications on school premises and at school events in accordance with this policy. It is a violation of this policy for students to carry, distribute, sell, and/or use medications or "look alike" medications except in the circumstances provided herein.

Medication Storage and Record Keeping

These medications shall be stored in a secured area unless the student has been approved to self-administer the medication. Protocols shall be established by a dDistrict nurse for storing medication during school activities away from the school building. Emergency protocols for medication-related reactions will be established and posted.

A written confidential record of all medications administered must be kept on file at the school. The written confidential record of administration shall be treated in accordance with dDistrict policy on confidential student records. This record shall include:

1. Date
2. Individual student name
3. Prescriber or person authorizing administration
4. Medication
5. Medication dosage
6. Administration time
7. Administration method
8. Signature and title of the person administering the medication. Any unusual circumstances, actions, or omissions

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

R.R. for 504.32

In implementing ~~this policy~~policy 504.32 Administration of Medication to Students, the dDistrict will defer to either the 504 plan or the Individual Health Plan (IHP) developed for each student.

Each relevant student's IHP will be reviewed annually by the appropriate school nurse, who may consult with the parent and/or the student. The nurse will annually advise and train applicable staff on

implementation of each IHP and safety needs that may arise for relevant students. The ~~d~~District will review vendor agreements to determine if outside agencies require any training to implement this policy.

Legal Reference:

Disposing on Behalf of Ultimate Users, 79 Fed. Reg. 53520, 53546 (Sept. 9, 2014).

Iowa Department of Education Medication Administration Manual – 2019 (Second Revision)

Iowa Code §§124.101(1); 147.107; 152.1; 155A.4 (2); 280.16; 280.23.

281 IAC §41.404(3)

657 IAC §8.32(124); §8.32(155A)

655 IAC §6.2(152)

Cross Reference:

502.20 Tobacco Products, Alcohol, Drugs

#504.10 – Health Certificate

#504.31 – Student Injury or Illness at School

507 Series - Student Health and Well-Being

Approved:

November 6, 1989

Reviewed:

October 19, 2009

August 17, 2015

December 21, 2020

June 16, 2022

Revised:

October 19, 2009

August 17, 2015

December 21, 2020

July 11, 2022

500 SERIES - STUDENT PERSONNEL

507.80 Students with Special Health Needs

Definition of Services

Students with special health needs are those who require medical treatments, procedures, use of a health device, and/or require professional health management in the school setting. These students may have chronic health conditions such as diabetes, asthma, attention deficit disorder, cerebral palsy, or more short-term needs, such as extensive illness or accident.

Provision of Services

Federal rules and regulations require the provision of health services for students who have health needs that interfere with learning. Although a student has special health needs, educational accommodations may or may not be required. It is up to the discretion of the Level II-III extended problem-solving team as to whether or not additional educational resources or accommodations are necessary and how to best support ongoing problem-solving. The school nurse is integral in the planning and execution of special health services in the school setting and is included as part of this team.

If the student's needs are immediate and/or extensive, a special health information meeting will be scheduled before the student attends school to provide the team with accurate information and to facilitate a safe transition ~~into in to~~ the school environment. ~~A student~~ Keep in mind that a student cannot be denied immediate school entrance unless it can be proven that such enrollment would compromise the student's safety. At the informational meeting, the team should discuss the student's medical history, the possible need for emergency planning, the health services required in the school setting, additional personnel or staff training necessary to provide the required health services, and the level of intervention required. The team should ~~It is also crucial to~~ establish an ongoing communication network among the school, the parent/guardian, and the health care providers to ensure safe delivery of health services. The principal/designee is responsible for obtaining ~~P~~parental/guardian consent ~~should be obtained by the school nurse or principal~~ to allow sharing of medical information between the school and the health care providers ~~and~~ to protect confidentiality.

School Nurse Responsibilities

The school nurse ~~shall will~~ work with the educational team and the parent/guardian at all levels of the problem-solving process to identify the student's unique health needs and determine how to best meet those needs within the school setting. At times, health procedures may be prescribed that require a nursing license to administer. Some tasks may be prescribed that can safely be delegated, under the right circumstances, by a registered nurse to unlicensed personnel. Any time a nursing task is delegated, the school nurse must be able to provide supervision. Under the guidelines of the Iowa Board of Nursing, it is the professional decision of the nurse as to whether or not a nursing task may be safely performed in the school setting and under what circumstances it may be delegated.

Individualized Health Plan

Students whose health status requires professional nursing observation or intervention, administration of procedures, or the use of a health device need an individualized health plan (IHP). An IHP outlines the safe delivery of health services by the District to the student. The IHP must be written by either a registered nurse or a physician. To meet the Iowa Board of Nursing practice guidelines, registered nurses must document their assessment, nursing diagnosis, outcome, and/or goal statements, intervention strategies, and evidence of ongoing plan completion/evaluation. The IHP is the way in which school

nurses meet these requirements. IHP's are written for students who have health needs that may directly affect them in the educational setting or when the nurse is routinely performing professional tasks for a student that require a nursing license. Any IHP form may be used as long as the basic components previously mentioned are included.

When applicable, emergency planning will be done as part of the IHP for both individual medical needs and for safe evacuation of the student in case of disaster. For medically fragile students, the IHP may also include some or all of the following: a transportation plan; a field trip plan; and a staff training plan. All plans will be evaluated as needed but at least at the beginning and the end of each school year. The original IHP will be kept in the health office, and a copy will be placed with any team documents, such as an IEP or 504 Plan.

Interaction Between the IHP and Section 504

It is up to the discretion of the Level III problem-solving team-, in collaboration with the school nurse, to examine all student health concerns and decide what accommodations are needed. If there are any educational accommodations needed, such as reduced ~~workload~~~~work load~~, shortened school day, or building modifications, a standard 504 Plan will also be written in addition to an IHP.

Interaction Between the IHP and the IEP

The IHP is mandatory and considered part of the IEP for students whose health needs interfere with learning. Examples of possible health concerns requiring an IHP are asthma, diabetes, Tourette Syndrome, ADD/ADHD with medication prescribed, seizure disorder, and severe cerebral palsy. The school nurse is primarily responsible for ensuring the plan is written to meet the necessary criteria of an IHP, but the entire IEP team will have input. Nursing time spent working with a student on IEP goals should also be listed on the grid portion of the Program Description Form. Interventions on the IHP can be revised by the registered nurse without reconvening the problem-solving team, unless the interventions include other professional disciplines' practice.

Students whose primary reason for receiving special education services is health related should also have a health goal on the IEP. Health goals are written more broadly than IHP goals and should focus the entire team on improving or maintaining the student's health status. Possible areas to focus on for health goals are mastery of self help skills, independence, tolerance of procedures or activity, and school attendance. Health goals will not be revised without the input of the entire team.

[Board of Education v. Rowley, 458 U.S. 176 \(1982\).](#)
[Springdale School District #50 v. Grace, 693 F.2d 41 \(8th Cir. 1982\).](#)
[Southeast Warren Comm. School District v. Dept. of Public Instruction, 285 N.W.2d
173 \(Iowa 1979\).](#)
[20 U.S.C. §§ 1400 et seq.](#)
[34 C.F.R. Pt. 300 et seq.](#)
[Iowa Code §§ 256.11\(7\); 256B; 273.2, .5, .9\(2\)-\(3\); 280.8.](#)
[281 I.A.C. 14.2](#)

[Cross Reference:](#)
[603.03 Special Education](#)

Approved:
February 1, 1999

Reviewed:
January 14, 2009
June 16, 2014
July 15, 2019
June 16, 2022

Revised:
January 14, 2009
June 16, 2014
July 11, 2022

600 SERIES - EDUCATIONAL PROGRAM
600.00 Statement of Guiding Principles

The ~~board~~ ~~Board of Education~~ recognizes its obligation and duty to provide an educational program for all students of the ~~d~~District. The ~~b~~Board believes ~~that~~ all students should have the opportunity to be educated to the fullest extent of their abilities, aptitudes, capabilities, and interests through a program that recognizes and provides for individual differences. Program innovation and change, based upon thorough research, study, deliberation, and evaluation shall be encouraged.

The district's goals and objectives are designed to achieve the district's mission statement. The district shall appoint an advisory committee of representatives of the community and the district, the School Improvement Advisory Committee (SIAC), to make recommendations for the education program's goals and objectives.

The board shall annually establish short- and long-term objectives for the education program. These objectives shall reflect the results of the needs assessment, recommendation(s) of the SIAC advisory committee, recommendation(s) from the superintendent, and changes in law.

Annually, the district will report on the district's progress toward the achievement of the education program's goals and objectives.

Cross Reference:

100.00 Statement of Educational Philosophy

101.00 Mission Statement and Essential Learnings

203.40 Committees of the Board

Reviewed:

January 14, 2009

June 16, 2014

July 15, 2019

June 16, 2022

Revised:

February 2, 2009

June 16, 2014

July 11, 2022

600 SERIES - EDUCATIONAL PROGRAM
601.01 School Calendar

In keeping with Iowa Code 281.12, the superintendent/designee shall annually develop an official school calendar and recommend it to the ~~board~~ Board of Directors for approval and adoption. Prior to adoption, the ~~bBoard of Directors~~ shall hold a public hearing on any proposed school calendar.

The school calendar will be set for a minimum 1,080 hours for student instruction as defined by Iowa Code. Special education students may attend school on a school calendar different from that of the regular education program consistent with their Individualized Education Program.

The academic school year for students must fall within the date parameters established under state law and may not begin prior to August 23. Employees may be required to report to work at the school district prior to this date. Additional days may be scheduled for professional learning, clerical tasks, and/or parent-teacher conferences provided that such days align with law, ~~other~~ policy, and the terms of the bargained agreements.

The ~~b~~Board may amend the official school calendar when the ~~b~~Board considers the change to be in the best interests of the ~~d~~District's education program. The board shall hold a public hearing on any proposed school calendar prior to adopting the school calendar.

~~Special education students may attend school on a school calendar different from that of the regular education program consistent with their Individualized Education Program.~~

The ~~b~~Board, in its discretion, may excuse graduating seniors from up to 30 hours toward the 1,080 hours of instruction after the school district requirements for graduation have been met. The ~~b~~Board may also excuse graduating seniors from making up days missed due to inclement weather if the student has met the school district's graduation requirements.

Legal Reference:

Iowa Code §20.9, 279.10, 280.3

670 Iowa Admin. Code 3.2 (11), 3.3(5).

281 Iowa Admin. Code 12.1(7); ~~41.1062(1), -2(2)~~

Cross Reference:

501.11 Compulsory Attendance

601.02 School Day

603.03 Special Education Services

Approved:

February 20, 1989

Reviewed:

April 14, 2010

August 17, 2015

December 21, 2015

December 21, 2020

June 16, 2022

Revised:

June 21, 2010

August 17, 2015

December 21, 2015

December 21, 2020

July 11, 2022

600 SERIES - EDUCATIONAL PROGRAM
601.02 School Day

The school day will maximize instructional learning time for students. It will be the responsibility of the sSuperintendent/designee to inform the bBoard annually of the length of the school day. The minimum school day will meet the requirements as established by Iowa Code.

Schedule revisions and changes in time allotments will be made by proper administrative authority, with the approval of the sSuperintendent/designee.

Legal Reference:

34 C.F.R. sec. 300

28 C.F.R. pt. 35

Iowa Code §20.9, 256.7 (3) (21) (32), 279.8, 10,

281 I.A.C. Iowa Admin. Code 12.2(1), .2(2) (new standards).

Cross Reference:

501.11 Compulsory ~~Compulsory~~ Attendance

601.01 School Calendar

Adopted:

February 20, 1989

Reviewed:

February 2, 2009

January 19, 2015

March 23, 2020

June 16, 2022

Revised:

February 2, 2009

January 19, 2015

March 23, 2020

July 11, 2022

600 SERIES - EDUCATIONAL PROGRAM
605.80 Technology and Instruction Materials

The ~~b~~Board supports the use of innovative methods and the use of technology in the delivery of the education program. The ~~b~~Board encourages ~~d~~District personnel to investigate efficient and effective ways to utilize multimedia, computers, and other technologies as a part of the curriculum.

~~The It shall be the responsibility of the~~ superintendent/designee ~~shall to~~ develop a plan for the use of technology in the curriculum and ~~to~~ evaluate it annually. The superintendent/designee will report the results of the evaluation and make a recommendation to the board annually regarding the use of technology in the curriculum.

Legal Reference:

Iowa Code §§256.17, 279.8, 282.14.

670 ~~I.A.C.Iowa Admin. Code~~ 3.5(21) .5(10).

281 ~~I.A.C.Iowa Admin. Code~~ 12.3(12), 12.5(10), 5(17) ~~(new standards)~~.

Cross Reference:

603 Series Instructional Arrangement

602 Series Curriculum Development

605.70 Technology Use by Students

Approved:

August 7, 1989

Reviewed:

January 13, 2010

July 21, 2014

July 15, 2019

June 20, 2021

June 16, 2022

Revised:

March 22, 2010

July 21, 2014

July 6, 2021

July 11, 2022

600 SERIES - EDUCATIONAL PROGRAM
605.02 Objections to Instructional Materials

~~Members, Citizens~~ of the Ankeny Community School District ~~community~~ may object to instructional materials, including supplementary classroom materials, and content accessible from ~~d~~District-owned technology devices, ~~used in the district and ask for their use to be reconsidered, despite the selection process.~~ ~~The~~ It is the responsibility of the ~~S~~Superintendent/designee ~~shall to~~ determine administrative regulations for reconsideration of instructional materials.

Legal Reference:

~~Iowa Code §§ 279.8; 280.3, .14; 301; 728.1.~~
~~281 I.A.C. 12.3(12).~~

Cross Reference:

~~ALA's "Library Bill of Rights"~~
~~Copyright Policy (TBD)~~

Approved:

~~June 7, 1976~~

Reviewed:

~~March 11, 2009~~
~~November 17, 2014~~
~~March 19, 2018~~
~~February 18, 2019~~
~~June 16, 2022~~

Revised:

~~June 15, 2009~~
~~November 17, 2014~~
~~March 19, 2018~~
~~February 18, 2019~~
~~July 11, 2022~~

R.R. for Policy #605.02

The ~~district shall follow this process procedure~~ for handling reconsideration of challenged instructional materials ~~in response to questions concerning the appropriateness is as follows:~~

1. The staff member(s) ~~using the challenged instructional material~~ -will listen to the concerns of the ~~individual making the complaint ("eComplainant"), inform the C~~complainant of the selection ~~processprocedure, the purpose,~~ and context for the use of the materials, and attempt to resolve the situation informally.
- ~~1.2.~~ 2. If an ~~informal~~ resolution cannot be reached ~~informally and the Complainant is a student and/or the parent/guardian of a student(s) who would ordinarily be expected to engage with the material, the teacher will provide the relevant student(s) with,~~ ~~the student involved in the challenge will be provided~~ alternative materials and ~~will not require the student not be required~~ to participate in lessons ~~and/or~~ activities involving the challenged materials during the challenge process if his/her parent/ ~~or~~ guardian so requests.

Unless the Review Committee requests temporary removal for unusual circumstances, challenged materials will be used during the reconsideration process with students other than the student(s) involved in the challenge (if their parent/guardian has requested alternative materials).

3. If steps 1 and 2 do not result in satisfaction for the Complainant and/or if the request is to remove the materials from the curriculum entirely, the teacher with whom the Complainant has been working staff member will request that the complainant submit a formal “Reconsideration Request Form” to the relevant building principal. The staff member will inform his/her building principal that this request has been made of the Complainant.
4. Within ten (10) calendar days of receipt Upon receipt of the completed Reconsideration Request Form, the principal will notify the Chief Academic Officer and will appoint an ad hoc committee (“Review Committee”) to request-review of the challenged material by an ad hoc committee. The Chief Academic Officer will be notified that such a review is being conducted. The Review Committee will be appointed by the principal within ten (10) calendar days of receipt of the written complaint. The Review eCommittee will be comprised of another principal, a content specialist in the content area of the challenged material, an elementary teacher librarian, a secondary teacher librarian, two teachers (including a member from the grade level and/or department where the challenged instructional materials are being used), three community residents, and two 10th - 12th grade students whose parents have consented to their participation in the review. two secondary students (students grades ten through twelve). The Director of Curriculum and Innovation, Assessment, and Professional Development will facilitate the committee. The Complainant may present to the committee (if the Complainant so requests requested), but shall will not be a member of the committee.

~~Challenged materials will be used during the reconsideration process, with students other than the student involved in the challenge (if his/her parent or guardian has requested alternative materials) unless the Review Committee requests temporary removal for unusual circumstances.~~

- 2.5. The Review Committee will take the following steps after receiving the challenged materials form:
 - A. Set a date for completion of the review process
 - B. Read, view, and/or listen to the material in its entirety,
 - C. Listen to the Complainant’s presentation (if the Complainant requests the opportunity to make a presentation requested),
 - D. Check the general acceptance of the material by reading reviews and consulting recommended lists, and
 - E. Determine the extent to which the material supports the curriculum.
6. The Review Committee will present one of the following recommendations to the Complainant and the Chief Academic Officer; within (ten) 10 calendar days; to the complainant and the Chief Academic Officer:
 - (1) retain the material,
 - (2) withdraw all or part of the material, or
 - (3) limit the educational use of the challenged material.
7. Within ten (10) calendar days of the An appeal of the Review Committee’s decision, the Complainant may be filed, within ten (10) calendar days by the complainant an appeal with the Chief Academic Officer.

8. Within ten (10) calendar days of receipt of an appeal, the Chief Academic Officer will convene the School Improvement Advisory Committee (SIAC) to consider and review the recommendation received from the Review Committee. The absence of a quorum of the SIAC shall not invalidate any recommendations made by SIAC.

9. The School Improvement Advisory Committee (SIAC) will present one of the following recommendations to the sSuperintendent/designee in a timely manner:

- (1) retain the material,
- (2) withdraw all or part of the material, or
- (3) limit the educational use of the challenged material.

10. The sSuperintendent will review ~~the~~ SIAC's recommendation and respond to the Review Committee ~~F~~facilitator, the Chief Academic Officer, and the Complainant within fifteen (15) calendar days. A decision will be rendered to:

- (1) retain the material,
- (2) withdraw all or part of the material, or
- (3) limit the educational use of the challenged material.

11. Following the sSuperintendent's decision, the Complainant or ~~the chairperson of the~~ Review Committee facilitator may appeal the decision to the board ~~Board of Education~~ for review. The board ~~Board of Education~~ will hear the appeal within one month following the filing of the appeal. Following the appeal hearing, the board ~~Board of Education~~ will decide whether to sustain or to overrule the sSuperintendent's decision.

12. Pursuant to state law, any person dissatisfied with the decision of the bBoard may appeal to the Iowa Department of Education.

~~3-~~13. Under unusual circumstances, the bBoard ~~of Education~~ may waive the timelines as stated.

700 SERIES - AUXILIARY SERVICES

701.10 Purpose of Nutrition Services

The ~~purpose of the~~ school lunch program's purposes shall be to provide nutritious, balanced meals to ~~the district~~ students ~~of the District~~ on a non-profit basis; and to utilize the program as an instrument for teaching nutrition education.

The ~~d~~District will operate a school lunch and breakfast program in each attendance center. Nutrition Services will provide ~~include~~ a selection of hot/cold lunches meeting federal reimbursable guidelines through participation in the National School Lunch Program (NSLP) and supplementary foods for students who have a dietary restriction as identified medically necessary.

Students may bring lunch from home. A parent/~~or~~ guardian may also provide a meal on site to eat with their child at a ~~designated~~ location within the building identified by the ~~building~~ principal/~~or~~ designee.

Nutrition Services facilities are provided to serve students and ~~d~~District staff when school is in session and during school-related activities. Nutrition Services facilities including the kitchen and serving area may also be used for Nutrition Services employee groups, parent-teacher organizations, and approved community groups/organizations renting the facility. All usage must be coordinated with the Nutrition Services Director and require~~and, require~~ ing a Nutrition Services employee be present. The ~~d~~District reserves the right to assess fees associated with the outside uses of these facilities.

~~The revenues of the~~ Nutrition Services Program revenues shall ~~will~~ be used only to pay for ~~for paying~~ the regular operating cost of the Nutrition Services Program. ~~Supplies of the~~ Nutrition Services Program supplies shall ~~will~~ only be used for the Nutrition Services Program.

The school lunch program shall be under the direction of the Nutrition Services Director who, either directly and/or through delegation to other qualified Nutrition Services employees, will establish and maintain a central record system, prepare menus and recipes, comply with state and federal nutrition standards, recommend personnel for employment, promote or recommend dismissal, and conduct in-service training programs. ~~The Nutrition Services Director reports to the District's Chief Financial Officer.~~

The ~~d~~District shall comply with all federal and state laws and regulations required for procurement, including the selection and evaluation of contractors. The ~~s~~Superintendent/designee shall is responsible for develop~~ing~~ an administrative process to implement this policy, including, but not limited to, procedures related to suspension and debarment for transactions subject to those requirements.

Legal References:

42 U.S.C. §§ 1751 et seq.

7 C.F.R. Pt. 210 et seq.

Iowa Code ch. 283A.

281 I.A.C. 58.

Cross References:

701 Series School Lunch Program

Reviewed:

July 14, 2003

June 20, 2011

May 16, 2016

July 15, 2019
June 16, 2022

Revised:
January 15, 2001
June 20, 2011
May 16, 2016
July 15, 2019
July 11, 2022

700 SERIES - AUXILIARY SERVICES
701.40 Eligibility for Free or Reduced Cost Meals

Free or reduced cost meals will be provided to those students whose parents/~~or~~ guardians complete an fill out a current school year eligibility application for the current year and who meet the income guidelines as set by the USDA ~~under the National School Lunch Program and National School Breakfast Program guidelines~~. The district shall make reasonable efforts to prevent the overt identification of students who are eligible for free and reduced price meals, and no student will be physically segregated or otherwise face discrimination because of an inability to pay for a school lunch meal.

At least twice annually, the ~~D~~district shall notify all families of the will provide parents/guardians notice of availability of, eligibility criteria for, and application procedures for ~~of~~ free or reduced price meals in accordance with state and federal law.. for eligible student via letter or email.

It is the responsibility of the Director of Nutrition Services/designee to determine student eligibility for free or reduced price school nutrition programs, in accordance with criteria established by state and federal law. If school personnel have knowledge of a student who is in need of free or reduced-price meals, school personnel shall contact the Director of Nutrition Services. The District may take up to ten (10) business working days to determine eligibility. All eligible applications will be forwarded to the Nutrition Services Department. ~~The Nutrition Services will review all eligible applications to determine if an application meets the income guidelines as established by the USDA.~~

The superintendent/designee shall arbitrate any Ddisagreement with the eligibility determination will be arbitrated with the Superintendent/designee. There will be no physical segregation or other discrimination against any student because of the inability to pay.

If a student owes money for five or more meals, the Director of Nutrition Services/designee insert position title may contact the student's paren/~~t~~ or guardian to provide information regarding the application for free or reduced price meals. The school is encouraged to provide reimbursable meals to students who request reimbursable meals unless the students' parent/~~or~~ guardian has specifically provided written direction to the school to withhold a meal from the student.

The superintendent/designee shall ~~It is the responsibility of the superintendent to~~ develop administrative regulations to for implementing this policy.

Legal Reference:
42 U.S.C. §§ 1751 et seq..
7 C.F.R. §§ 210 et seq..
Iowa Code § 283A.
281 I.A.C. 58.

Cross Reference:
701 Series - School Lunch Program

Reviewed:
July 14, 2003
June 20, 2011
May 16, 2016
July 16, 2018

Revised:
January 15, 2001
June 20, 2011
May 16, 2016
July 16, 2018

700 SERIES - AUXILIARY SERVICES
702.50 Extracurricular and Other Transportation

The **b**Board may authorize qualified local nonprofit entities that promote cultural, educational, civic, community, and/or recreational activities to use **d**istrict vehicles to transport individuals to and from nonschool-sponsored activities in the state. In the event **d**istrict transportation vehicles are made available to local nonprofit entities, the superintendent/designee will develop administrative regulations for application for, use of, and payment for using the **d**istrict vehicles. As provided by the Stateby State of Iowa, the **b**Board shall charge and collect an amount sufficient to reimburse all costs of furnishing the transportation and driver except when the vehicle is used for transporting students to and from extracurricular activities sponsored by the **d**istrict. A vehicle will be used as provided in this subsection only at times when it is not needed for transportation of students.

The **b**Board may furnish transportation and services of a qualified driver for transportation of persons other than students to activities in which students from the **d**istrict are participants or are attending the activity or for which the **d**istrict is a sponsor. The **b**Board shall charge and collect an amount sufficient to reimburse all costs of furnishing the transportation and driver, as provided by the Stateby State of Iowa. A vehicle shall be used as provided in this subsection only at times when it is not needed for transportation of students.

Students participating in extracurricular activities that require transportation shall have a permission slip signed by a parent/guardian on file before participating in an extracurricular trip. At least one **d**istrict staff member or authorized adult will ride in each vehicle to serve as chaperone on each extracurricular trip. The chaperone will be approved by the principal/designee and, if not a staff member, will have been approved to volunteer through the **d**istrict's volunteer process.

Legal Reference:

Iowa Code §§ 256B.4; 285.1-.4; 321.
281 I.A.C. 41.412.

Cross Reference:

702 Series - Transportation
702.20 Local and State Transportation Regulations
702.40 Transportation Exceptions
702.11 School Vehicle Discipline
702.60 Summer Program Transportation
702.80 Non-Public School Transportation

Reviewed:

July 14, 2003
June 20, 2011
June 20, 2016
June 20, 2021
June 16, 2022

Revised:

March 1, 1993
June 20, 2011
June 20, 2016
July 6, 2021
July 11, 2022

700 SERIES - AUXILIARY SERVICES
702.60 Summer Program Transportation

District-owned and/or district-contracted vehicles may be utilized during the summer months to facilitate the operation of district-sponsored or supported summer educational and extracurricular programs. District employees wishing to use transportation for such purposes must request pre-approval from the superintendent/designee.

Legal Reference:

Iowa Code § 285.10
281 I.A.C. 43.10, 412

Cross Reference:

702 Series: Transportation

Reviewed:

July 14, 2003
June 20, 2011
June 20, 2016
May 20, 2021
June 16, 2022

Revised:

February 21, 2000
June 20, 2011
June 20, 2016
June 21, 2021
July 11, 2022

700 SERIES - AUXILIARY SERVICES
702.30 Student Eligibility for Transportation

Elementary and middle school students (students in grade K-9) living more than 2 miles from their designated attendance centers; and high school students (students in grades 10-12) living more than 3 miles from their designated attendance center are entitled to transportation to and from their attendance center at the ~~school~~-district's expense. The district is not required to provide reimbursement to parents who elect to provide transportation in lieu of district-provided transportation.

The distance to the designated attendance center or to an approved bus route is measured on a public street or highway only and over the most passable and safest route for the school bus. The measurement starts in the middle of the roadway opposite the driveway entrance to the student's private residence and ends in the middle of the roadway opposite the nearest driveway entrance to the school grounds or designated pick-up point on the bus route.

Any student who is eligible for transportation may be required to meet a school bus on an approved route a distance of not to exceed three-fourths of a mile from their home without reimbursement.

When transportation by school bus is impracticable or where school bus service is not available, the ~~b~~Board may require the parents/guardians to transport their children to the school designated for attendance. The parent/guardian will be reimbursed for such ~~transportation at~~transportation.at the rate per mile set by the state.

For student safety, the ~~d~~District has discretion to determine if there are areas in which students will be provided transportation regardless of the distance between their designated attendance center and their homes. When making this determination, the district will review: analysis of traffic patterns and cross walks and additional factors ~~as~~ the district deems necessary.

Students with special transportation needs will be provided transportation services as required by student's IEP, state, ~~,~~and/or federal laws.

When possible, the district may offer "Pay-To-Ride" transportation services for those students who do not qualify for transportation under the state code. Additional information about this service will be made available on the district website, in student handbooks, and/or in other district publications.

~~R.R. for policy #702.30: Pay-to-Ride Student Transportation Program~~

~~2021-2022 Pay To Ride Registration Procedures~~

~~What is Pay To Ride?~~

~~State law requires school districts provide transportation to elementary and middle school students living two or more miles from their attendance centers, and to high school students living three or more miles from their high school (AHS and ACHS). Pay To Ride transportation services are for those students who do not qualify for transportation under the state code. If you are unsure if your address qualifies for free transportation, please use the address lookup tool on the district website.~~

~~Specific dates for each phase of the pay to ride process will be communicated via the district website.~~

~~Phase I: Open Request~~

~~Families will submit a request for Pay To Ride via the online TouchBase system. This request *does not guarantee* Pay To Ride eligibility. Instead, the request process allows the District and Durham to determine if space is available for students requesting Pay To Ride on the bus routes established for the new school year. *New bus routes will not be added. Students who Pay To Ride will be added to already established bus routes.*~~

- ~~● Online via **TouchBase**—view online registration instructions if you need assistance.~~
- ~~● If you are unable to access TouchBase from your home, please contact the Ankeny Schools District Office at 515-965-9600 to set up an appointment to complete the application at the District Office—306 SW School Street.~~

Phase II: Feasibility Processing and Communication

~~Durham will determine the feasibility for each request, based on capacity of established routes and timing of established routes. Durham will communicate the feasibility for each student to families within five (5) business days of the end of Phase II. For students who are added for Pay To Ride, transportation will be added to Infinite Campus.~~

~~Students will be assessed fees for round trip and one-way transportation. Fees will be communicated via the district website. The fee will be assessed once Durham confirms the route. An email will be generated from noreply@intouchreceipting.com for payment due upon receipt. If the fee is not paid within six weeks of the start of ridership, the student will no longer be eligible for Pay To Ride.~~

Legal Reference:

20 U.S.C. §§ 1401, 1701 et seq.

34 C.F.R. Pt. 300 et seq.

Iowa Code §§ 256B.4; 285; 321

281 I.A.C. 41.412.

Cross Reference:

603.03 Special Education Services

702 Series - Transportation

Approved:

July 20, 2009

Reviewed:

June 10, 2009

November 19, 2012

October 16, 2017

October 21, 2019

June 20, 2021

June 16, 2022

Revised:

July 20, 2009

November 19, 2012

October 16, 2017

October 21, 2019

July 6, 2021

July 11, 2022

900 SERIES - BUILDINGS AND SITES
910.00 Crisis Management

It is the SSuperintendent/designee's responsibility to have plans in place to manage emergency and crisis situations that occur during school hours and that involve District students, staff, and/or facilities. The plans will include a process to communicate relevant information to appropriate audiences.

An emergency plan provides procedures to follow at the time an emergency situation takes place. This may include, but is not limited to, responding to fire, tornado, a bomb, threats of violence, and/or terrorist acts.

A crisis management plan provides procedures to follow in the aftermath of a traumatic incident that affects the population at an individual site and/or across the dDistrict. This may include emergency situations as well as tragedies impacting or involving an employee or student.

Relevant dDistrict and building administrators are responsible for assessing incidents or situations to determine if an emergency and/or crisis exists.

The bBoard will review this policy annually.

Legal Reference:
Iowa Code 280.30

Cross Reference:
Crisis Management Plan

Approved:
December 21, 2009

Reviewed:
September 9, 2009
July 21, 2014
June 17, 2019
June 20, 2021
June 16, 2022

Revised:
July 21, 2014
June 17, 2019
July 6, 2021
July 11, 2022

900 SERIES - BUILDINGS AND SITES

904.50 Stock Epinephrine Auto-Injector Supply

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

Procurement and maintenance of supply:

The district shall stock a minimum of one pediatric dose and one adult dose epinephrine auto-injector for each K-12 school building. The supply of such auto-injectors shall be maintained in a secure, dark, temperature-controlled location in each school building.

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

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

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

Training:

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

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

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

Reporting:

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

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

- Each medication incident with the administration of stock epinephrine;
- Each medication error with the administration of stock epinephrine; or
- The administration of a stock epinephrine auto-injector.

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

The sSuperintendent/designee may develop an administrative process to implement this policy.

Legal Reference:

Iowa Code §§ 135.185; 279.8.

281 I.A.C. 14.3.

Cross Reference:

504.32 Administration of Medication to Students

Adopted:

March 19, 2018

Reviewed:

March 23, 2020

June 16, 2022

Revised:

March 23, 2020

July 11, 2022

400 SERIES - STAFF PERSONNEL
404.11 Personal Illness

Personal illness leave ensures that employees can take care of health needs. Employees who are ill are encouraged to stay home.

Absence for personal illness or injury shall be allowed according to law, current collective bargaining agreements, and/or appropriate benefits summaries and staff handbooks which are incorporated into this policy by reference.

~~To the extent permissible by law, Evidence may be required regarding an employee's the mental and/or physical health of an employee when the administration has a concern about the employee's health. The district may require Evidence may also be required to confirm an the employee's illness and associated, the need for illness leave, an the employee's ability to safely return to work, and an the employee's capability to perform the duties of the employee's position following an illness. Within the confines of the law, It is within the discretion of the bBoard or the sSuperintendent/designee has discretion to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee will comply with the bBoard policy regarding family and medical leave.~~

Legal References:

Iowa Code §§Sections 20; 85.33; 85.34; 85.38(3); 216; 279.40

Cross Reference:

402.20 Family and Medical Leave
406 Series - Health and Well Being

Adopted:

Reviewed:

March 31, 2003
November 15, 2010
May 18, 2015
October 19, 2020
June 16, 2022

Revised:

November 15, 2010
October 19, 2020
July 11, 2022

~~R&R—401.11 Personal Illness (to expire on March 13, 2021)~~

~~From January 1, 2021—March 12, 2021, employees who have personally been quarantined and/or directed to self-isolate by a governmental agency and/or health care provider related to COVID-19 may continue to access any remaining leave in their Emergency Paid Sick Leave “COVID Emergency” leave banks made available by the Families First Coronavirus Response Act (FFCRA). Additional days will not be added to these banks. Unused days will expire and not roll forward and/or be paid out. Employees will not be able to access leave from their Emergency Family and Medical Leave Expansion Act accounts. Employees who accessed other forms of leave for reasons that would have qualified for use of COVID Emergency leave between January 1, 2021 and January 19, 2021 may apply to have COVID Emergency leave retroactively applied to the relevant days they were absent from work, provided that they have such time available in their COVID Emergency leave banks.~~

~~Employees may not access COVID Emergency leave after December 31, 2020 for any other situations that might have previously been covered by the FFCRA, including but not limited to: exhibiting symptoms of COVID-19 and seeking a medical diagnosis, caring for an individual subject to a quarantine or self-isolation order related to COVID-19, or caring for his or her child whose school or place of care is closed (or child care provider is unavailable) for COVID-19 related reasons.~~

~~To the extent permitted by law and policy, the district reserves the right to modify the listed leave types, processes, and/or timelines due to changes in the law, organizational needs, and/or public health conditions.~~

500 SERIES - STUDENT PERSONNEL
501.31 Open Enrollment

Open Enrollment into the District

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

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

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

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

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

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

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

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

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

Students in grades nine through twelve open enrolling into the school district will be eligible for participation in interscholastic athletics, at the varsity level, in accordance with applicable law.

Reimbursement for transportation costs may be made available to qualifying parents/guardians.

Open Enrollment out of the District

~~Unless otherwise allowed by law,~~ parents wishing to open enroll student(s) out of the district under the Open Enrollment Act shall notify the superintendent/designee of that intention ~~by March 1 of the preceding school year (for rising 1st — 12th graders) and by September 1st of the current year (for kindergarteners).~~ The formal notification shall state that the parent/guardian intends to enroll their student in a public school in another school district and shall describe the reason(s) for enrollment in the receiving district. The notification shall be made on form(s) prescribed by the Department of Education which are available on the district website and at the district office.

~~A parent may request a waiver of the timeline above to open enroll out of the district for "good cause," as defined by Iowa Code and outlined in the Iowa Department of Education's Open Enrollment Handbook provided the circumstance giving rise to the "good cause" occurred/began after March 1.~~

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

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

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

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

Legal References:

Iowa Code §§139.9, 274.1, 279.11, 282.1, .3, .8, .18, 299.1, (1989)

470 Iowa Admin. Code 7

281 Iowa Admin. Code 11.3 (10)- (11), 11.4 (13).S.F. 2201

Cross References:

~~*501.31 Approval of Open Enrollment Transfer In*~~

606.06 Insufficient Classroom Space

Adopted:

August 7, 1989

Reviewed:

February 16, 2009

June 15, 2015

March 21, 2016

October 17, 2016

September 21, 2020

March 31, 2022

June 16, 2022

Revised:

February 16, 2009

June 15, 2015

March 21, 2016

October 17, 2016

September 21, 2020

April 18, 2022

July 11, 2022

700 SERIES - BUILDINGS AND SITES
703.12 Radon Testing and Mitigation

The district shall establish a radon plan and schedule for short-term tests for radon gas to be performed at each attendance center under the district's control at least once by July 1, 2027 and at least once every five years thereafter. The district shall publish testing results on the district's website in a timely manner.

All radon testing covered by this policy shall be conducted by person(s) certified to conduct such testing under state law, including but not limited to by district employees who have completed a school radon testing training program approved by the Iowa Department of Public Health and the Iowa Department of Education.

If the results of a short-term test at an attendance center(s) are at or above four picocuries per liter, the district shall conduct a second short-term test for radon gas and radon decay products in the spaces with elevated results within sixty days of the first test. If the averaged results of the first and second tests at an attendance center are at or above four picocuries per liter, the district shall engage a person appropriately certified by the state to develop within two years of the first test a radon mitigation plan which may include further testing, corrective measures, and/or active mitigation.

The district may, in its discretion, elect not to mitigate radon at an attendance center if the district intends to abandon the building within five years and/or has a plan to renovate the attendance center within five years and the renovation will include radon mitigation.

The district shall incorporate radon resistant construction techniques into all new school construction undertaken on or after July 1, 2022.

Legal Reference:
Iowa Code 280.32

Cross Reference:
703 Series Maintenance and Operations

Adopted:
July 11, 2022

1000 SERIES - DISTRICT-COMMUNITY RELATIONS
1001.60 Examination of District Public Records

Members of the public may view non-confidential district public records at the district administration offices during regular business hours (8:00 a.m. – 4:30 p.m., Monday through Friday, except for holidays and recesses).

Persons wishing to view the district's public records are encouraged to contact the board secretary and make arrangements for the viewing of said documents. The board secretary shall make arrangements for the viewing the records as soon as practicable, depending on the nature of the request, the accessibility of requested documents, and any need for review to ensure appropriate confidentiality.

Persons may request copies of district public records by telephone or in writing, including electronically.

The district shall make every reasonable effort to provide the requested public record at no cost other than copying costs if the record takes less than thirty minutes to produce.

The district shall charge persons requesting copies of public records a fee of 15 cents per sheet and, if the request requires more than 30 minutes of employee time to prepare, the cost of the relevant employee's time for preparing the records. The district may charge persons requesting compilation of public information a reasonable fee for the employee time needed to compile the requested information. Costs for legal services shall only be utilized for the redaction or review of legally protected confidential information. The district shall communicate the fee to the requester upon receipt of the request. The requester may contest the reasonableness of the expenses.

The district shall only bear the cost of printing of materials for the public when the materials are needed for a district-sponsored event. The district may require pre-payment of the costs for records prior to compiling, copying, and/or sending the requested records.

Pursuant to Iowa law, the board has determined certain records shall remain confidential and not be subject to public records requests as their disclosure could jeopardize the safety of persons or property. These records and include, but are not limited to, the following:

- Security procedures
- Emergency preparedness procedures
- Evacuation procedures
- Security codes and passwords
- Non-directory student information
- Personal personnel records

The board secretary shall maintain accurate and current district records and shall respond in a timely manner to requests for viewing and/or receiving public district information.

Legal Reference:

Iowa Code §§ 21.4; 22; 291.6
1980 Op. Att'y Gen. 88.
1972 Op. Att'y Gen. 158.
1968 Op. Att'y Gen. 656.

Cross Reference:

204.12 Minutes of Meetings
400.30 Employee Records



ANKENY
COMMUNITY SCHOOL DISTRICT
Item Cover Sheet

Title: Annual Appointments, Applications and Continuing Contracts

Extended Information:

- Legal Counsel, Dickinson Law Firm, represented by Melissa Schilling, Chief Negotiator 2022-23
- Adopt written policies, rules, regulations, procedures ([Iowa Code 279.8](#))
- Appoint Jessica Dirks, Level I Investigator & Ankeny Police Department as Level II Investigator
- Appoint Bev Kuehn, Alternate Level I Investigator
- Appoint Tara Owen, Alternate Level I Investigator
- Appoint Kenneth Morris, Jr., Director of Equity, as Title IX Coordinator
- Appoint Kenneth Morris, Jr., Director of Equity, as Affirmative Action and Equity Coordinator
- Appoint Dr. Jen Lindaman as Multicultural Gender Fair Coordinator

Superintendent's Recommendation: Approve and accept the annual appointments, applications and continuing contracts as recommended.

ATTACHMENTS:

File Name	Description	Type	Upload Date
2022-2023_engagement_letter.PDF	2022-2023 Engagement Letter - Dickenson Law Firm	Support Document	7/7/2022

July 6, 2022

Via E-mail
jennifer.jamison@ankenyschools.org

Ms. Jennifer Jamison
CFO, School Board Secretary & Treasurer
Ankeny Community School District
306 S.W. School Street
Ankeny, IA 50023

Re: Engagement Letter

Dear Ms. Jamison:

Dickinson, Mackaman, Tyler & Hagen law firm is pleased to offer legal services to the Ankeny Community School District during the 2022-2023 school year. We ask the Board of Directors to retain us as its general counsel in connection with the legal needs of the district with the exception of the district's financing (bond counsel) work and the district's special education work. Our team has typically provided education, construction, contract review and employment related legal services to the district.

At your request, we are providing this letter to update the terms on which our firm will provide legal services to you, and how we will be compensated for our services.

Primary Responsibility

I will have primary responsibility for your representation, and will utilize other attorneys and legal assistants in the office in the best exercise of my professional judgment. Amy Plummer, Jeff Baxter, and Bryan O'Neill of our firm will also work on Ankeny projects. This team looks forward to continuing to offer its services to the district.

Fees, Expenses and Billing

My hourly rate for work for Ankeny effective July 1, 2022, will be a discounted rate of \$240 per hour (discounted from my standard rate). Other attorneys in the firm will bill at the same rate or at a lower rate depending on their experience level. I sometimes use paralegal help, and their charges are lower than our attorney rates. Our statements to the district will show the number of hours worked, multiplied by the hourly rates for the attorneys and legal assistants who did the work. I will review all statements to insure that the amount charged is appropriate. If you have any concerns regarding fees or expenses, you should bring them directly to my attention.

Ms. Jennifer Jamison

July 6, 2022

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As always, we will **not** bill the district for mileage expenses within Polk County. We do not charge for meals, minor copying costs or basic computer research expenses. We **do** charge for filing fees, deposition costs, appellate brief printing costs, and other extraordinary costs, which we will bill to you. We do **not** add any overhead multiplier to such third party charges.

We usually will prepare and mail a bill to the district near the beginning of the month following the month in which services are rendered and costs advanced. We expect payment by the end of the month, understanding that Board meeting dates may affect your ability to do so.

You will have the right to terminate our representation at any time. We will have the same right, and at our sole option we may discontinue legal services if invoices are not paid currently.

Please return a copy of this letter when our engagement has been approved by the Board.

Very truly yours,

/s/ Melissa A. Schilling

Melissa A. Schilling

Approved by the Board of Directors of the Ankeny Community School District on July __, 2022.

Ryan Weldon, President