

# 2020 IASB Legislative Beliefs

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## PUBLIC EDUCATION

Public education is the foundation of our democratic society and the key to successful futures for Iowa children. Quality public schools strengthen our communities and are the cornerstone of any sound economic development policy. The state must put public education first and provide sufficient funding and support services. The state should provide full funding to public schools to meet the evolving needs of public school students before additional financial support of non-public schools is provided.

All schools that receive any public funds, including property taxes, state aid or federal monies, should be subject to the same governance and educational standards as public school districts.

## GOVERNANCE

Iowa has one of the finest public educational systems in the United States. The federal government, governor, General Assembly, Iowa Department of Education, school boards, professional educators and the public should strive to keep it strong. There must be a proper balance of state and federal control designed to ensure quality and a standard of education for all students, with local control which allows local school boards flexibility and decision-making authority to innovate and adapt to local needs and community values.

School districts are governed by boards that, as elected representatives, must be responsive and responsible to the citizens of the school district. Citizen involvement is the key to our representative form of government.

Local boards are, within the guidelines established by state law, vested with the authority to make the final decision on matters pertaining to a school district, area education agency (AEA) or community college. Local board members, who are closely connected to students, families and the communities in which they live, are best capable of understanding student needs and identifying effective solutions. The statutory duties and responsibilities of the local board cannot be delegated to persons who are not elected by the voters of the school district.

Locally elected school boards must have control over the content and management of their educational program, including the calendar and the flexibility for innovation and decision-making. A leadership team composed of the superintendent, principals and supervisory personnel working with the board is necessary for the efficient operation of the school district.

## SCHOOL CHOICE

Iowa law provides sufficient choice through public charter schools, open enrollment, home school assistance, postsecondary enrollment options and nonpublic school alternatives. Additional investments in tax credits for nonpublic tuition or other options are not necessary to provide educational choice.

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## SCHOOL BOARD MEMBERS

Through original research and a close evaluation of highly effective board practices across the country, IASB recognizes the following five essential roles of effective school boards and encourages all Iowa board members to incorporate these principles in carrying out the mission of public education in their communities:

- **Setting Clear, High Expectations:** The board sets a vision which expresses a commitment to high expectations, consistently communicates the expectations, sets clear and focused goals and focuses on improving instruction.
- **Creating the Conditions that Support Successful Teaching and Learning:** The board creates the conditions for success by showing commitment via board actions, resource allocations and system alignment; provides quality, research-based professional development for educators; builds commitment and focus throughout the system and stays the course, solving problems along the way so improvements have time to work.
- **Holding the System Accountable for Student Success:** The board uses data and monitoring to hold the system accountable and to make decisions at the board table; identifies clear, understandable indicators that the board will accept as evidence of progress and success; and supports and monitors progress regularly at the board table with staff leaders.
- **Building Collective Will:** Within the school staff and throughout the community, the board creates widespread awareness and urgency of the improvement required to meet students' needs, instills hope that it's possible to change, and connects with and engages the community in a frank and ongoing effort to encourage each facet to fulfill its responsibility.
- **Learning Together as a Board/Superintendent Team:** The board establishes board learning time around school improvement efforts, engages in deep conversations about the implications of learning, builds a trusting and supportive relationship with the superintendent, and leads thoughtful policy development.

## ELECTIONS

Participation in the democratic process is integral to the success of schools. School districts have a responsibility for promoting more community involvement in the election process to foster better-informed citizens and greater ownership in public education. Student achievement should drive decisions that impact school elections.

In keeping with the principles of democracy, IASB is committed to the concept of each vote having equal value and a simple majority vote as sufficient to determine election or taxation decisions.

School board elections should coincide with the opening of school. Due to boundary differences and to help maintain the nonpartisan status of school board elections, they should be separate from any other election.

School board members should be elected in a non-partisan manner in which decisions are based on the best interest of the school and students without regard to party affiliation. Boards should have less than a majority of board members elected in any one year.

School boards should have flexibility to determine when special elections are necessary and to schedule these to best suit the district's needs.

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## IOWA ASSOCIATION OF SCHOOL BOARDS

IASB is committed to statewide leadership to ensure high achievement for all Iowa students. IASB recognizes that school boards are in a strategic position to bring about continuous improvement in public education through governance, public policies and advocacy.

We believe that IASB is the organization most appropriate to deliver training and board development to school board members about their role and responsibilities to contribute to high student achievement.

## SCHOOL DISTRICT ORGANIZATION

School boards, and the residents of the school districts involved, have the primary responsibility to determine the makeup and boundaries of school districts and attendance centers.

The school board and the citizens of a school district assess the quality and extent of its educational program and determine whether the school district continues to operate within its present geographical boundaries.

In order to reduce costs and maintain or enrich a quality public education, IASB encourages school districts to share administrators, teachers, equipment, facilities and transportation, including the scheduling of joint classes and extracurricular activities. Sharing does not necessarily lead to eventual reorganization.

IASB believes school district reorganization, dissolution or sharing may be appropriate when:

- The best interest of students is the most important factor considered.
- The reorganization or dissolution is voluntary—initiated and voted upon by the citizens of the school districts involved.
- The state offers sufficient incentives to make the reorganization or sharing financially attractive to the school districts involved.
- Geographical issues are considered, including minimizing the amount of travel time by students and allowing for continued community participation by the communities involved.

## PUBLIC RECORDS AND OPEN MEETINGS

The schools belong to the people - the citizens and taxpayers of the school district. The public has the right to know what decisions are being made regarding the education of their young people and the expenditure of their tax dollars. School districts should have the ability to determine the method of public notice dissemination that maximizes public access to records at a minimal cost to the district.

Although it may not always be easy to publicly consider and discuss some of the tough issues confronting school boards, school boards should be responsive to the open meetings and public records policy established in state law. Compliance with the intent of the public records and open meetings law is best achieved through education, training and consistent enforcement.

Every citizen has the right to examine and copy all public records. The news media may publish public records, unless the law expressly limits the right or requires public records to be kept confidential.

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## SCHOOL FINANCE

School finance decisions, whether at the local, state or federal level, should put student achievement first in all decisions. Iowa's school funding system must provide all Iowa children an equal opportunity to a quality public school education. The funding system must recognize that a high-quality public education is the first and foremost economic engine of our state.

A sufficient funding system provides equitable, sufficient, predictable and timely funding, based on these foundational principles:

**Equity:** Iowa should fund public education with a student-driven formula, ensuring Iowans that the education of each student is supported equitably. The formula must provide sufficient revenue to cover the actual cost of the educational program, including on-time funding for districts experiencing increasing enrollment. The state should allow school districts with declining enrollment to maintain sufficient funding so the school district can adjust operations to meet student needs. The state should minimize the disparity for property taxpayers due to variances in property valuation per pupil.

**Excellence and Opportunity:** School finance must provide for continuous improvement of classroom instruction and promote excellence. A critical attribute of increasing the achievement of all children is the skill level of teachers and administrators in the school. Therefore, the school funding system must provide for the professional training and development of teachers and administrators, and school improvement that will promote Iowa as a national leader in public education.

**Stability:** The school funding system must continue to be a fair balance between property taxes, which are a stable and reliable revenue source, and other revenue sources. Iowa school boards are grateful for categorical funds but encourage the state to provide resources through the funding formula to maximize local flexibility and provide growth through an equity-based system. School districts should have spending authority for any reduction in state funding.

**Efficiency:** A diverse system of school finance helps schools control costs. To ensure well-managed and efficient schools, the school funding system must encourage cooperative ventures and the pooling of resources and services. The school funding system must address increased costs due to inflation and other economic factors.

**Local Control:** State funding must support local control. Locally elected school boards should have the authority to utilize and allocate funding to best meet the needs of students. If the state decides to intervene in local education policy, any mandated changes, particularly those taking energy and focus away from real comprehensive school improvement and student achievement, must be fully funded by the state without a shift from other education resources.

## SCHOOL INFRASTRUCTURE

The state has a role to ensure that all Iowa public school students have equitable access to high-quality educational programs, provided in safe, efficient, accessible, and technology-ready facilities that promote student learning.



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Revenues from the Secure an Advanced Vision for Education (SAVE) fund provide school districts with a stable, long-term, and equitable funding stream for infrastructure purposes and should not be negatively altered or discontinued.

## EDUCATION'S ROLE IN ECONOMIC DEVELOPMENT

Growth focused on economic stability, wealth creation, entrepreneurship and knowledge-based enterprises is a vital objective for the state of Iowa. Our public schools contribute to the growth of Iowa's economy through the education and development of our children and by providing good jobs. Our public school districts are often the largest employer in many Iowa communities.

A quality public education system is both a key factor contributing to Iowa's quality of life and is a critical attractor of business to Iowa. While education contributes to Iowa's economy, it is also dependent upon economic growth for securing sufficient financial resources to provide quality education services.

Public education and economic growth are interdependent. It is therefore imperative that Iowa invest in viable and sustainable economic development and foster partnerships between education and the private sector.

Collaboration between public schools and the business community can enhance students' knowledge of career paths and future employment opportunities.

## EDUCATIONAL STANDARDS AND ACCOUNTABILITY

It is the responsibility of local school boards to ensure that all students are educated for success in a 21st-century global society. Collaboration between Pre-K-12 and postsecondary institutions should be encouraged to help increase student opportunities.

School boards must ensure that their district operates from clear, measurable student learning standards and improvement goals; sufficient resources are allocated to improve instruction; and there is public accountability for improved results for students.

It is appropriate for the state to establish high and rigorous educational standards for the accreditation of public and nonpublic schools. Standards should be designed to ensure that all students have the opportunity to receive the educational program that meets their needs. The students of Iowa who attend public and nonpublic schools should receive their education instruction from licensed teachers and properly accredited instructors. All public-school accreditation standards must also be applied to nonpublic schools.

Data collection and reporting is necessary to improve instruction and increase student achievement. Data collection and reporting is valuable when:

- It is possible to accurately determine student achievement gains, gaps between subgroups and level of attainment for all students;
- Purposes are clearly understood and worthy;
- Assessments are aligned with the intended purposes;
- Results are easily accessible to maximize school district use of the information to provide quality professional development and improve instruction; and,

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- Results lend themselves to widespread understanding and evaluation by all school stakeholders.

The state or federal government must not use single-source data to issue sanctions, make generalizations about student performance or shift resources away from schools that require support to improve learning.

Iowa school districts should have the opportunity to comply with standards using various structures and mediums, including sharing and interactive telecommunications.

IASB supports assessment systems that measure student growth for all students, also known as value-added growth or gain, to improve student outcomes by driving professional development, teacher and administrator evaluation, and school improvement decisions.

## EDUCATION TECHNOLOGY

Technology is an important tool in providing a quality public education. School districts must have equitable access to technology. Access includes provision of hardware and software, technological support staff and access to a variety of Internet, broadband and network services including the Iowa Communications Network (ICN).

Administration of the ICN should continue to prioritize educational access above other users. The state has a role in ensuring equitable access to technology and should provide sufficient resources to purchase technology, support school technology plans and include professional development for educators on how to use technology to improve instruction and student outcomes.

## EARLY CHILDHOOD

Exposure to education in the first years of life is critical, and young children have an innate desire to learn. That desire can be supported or undermined by early experiences.

High-quality early childhood education promotes intellectual, language, mathematical, physical, social, emotional and creative development, cultivates a child's curiosity and desire to learn, and builds a strong foundation for later academic and social success. The state plays a critical role by defining and supporting quality early childhood education programs.

## STUDENTS

All students can achieve at high levels when the state, local school boards and communities provide resources and support to ensure each child's success in school. It is the responsibility of school boards to meet the needs of every student. It is the responsibility of parents/guardians and communities to work collaboratively with school districts to meet the needs of every student.

## SCHOOL SAFETY

IASB believes that schools must be a safe environment for all students, staff and visitors.

Each member of the school and community must be a partner in providing schools with resources, quality leadership, and united support for the development of a locally determined approach to

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ensure a secure learning environment for all children. IASB supports a comprehensive view of safety that considers threats such as crime and violence as well as hazards such as natural disasters or accidents. Security planning efforts must include prevention, preparedness, mitigation, and response efforts. These planning efforts must be practiced, evaluated and updated on an ongoing basis. All individuals in the school community must be well-trained and knowledgeable of the best practices in school safety.

While all members of the school community benefit from accurate and timely information on safety efforts, school boards must have the authority to maintain appropriate levels of confidentiality to protect security plans and measures.

## TEACHER QUALITY

IASB believes, and research confirms, that teacher quality is the most important factor in determining a child's academic success.

It is the responsibility of the school board through the superintendent and administrators to ensure teachers in their district are qualified for the job they are hired to do. School boards have the authority to set high performance standards and expect demonstrated academic and instructional excellence from their teachers.

Therefore, boards need to ensure teachers, as a part of their job, continuously and collaboratively study content, instruction and the effect on students based upon identified student needs.

It is a board responsibility to expect and confirm that the district is fully implementing the Iowa Core Standards and Iowa Professional Development Model for the purpose of improving instruction measured by improved student achievement.

Quality teaching is essential to high student achievement. In order to recruit the best and the brightest teachers into Iowa and the profession, keep the best and the brightest teachers we now have, and increase respect for the profession that most impacts our children's future, IASB strongly advocates for school funding levels sufficient to pay competitive wages. In addition, IASB believes school boards must focus on ensuring a school culture that supports engaging educators in decision making, providing teachers with leadership opportunities and professional development, and exploring compensation and evaluation systems designed to enhance performance and retention.

## EDUCATOR PREPARATION AND LICENSURE

IASB supports improved alignment between teacher preparation and the Pre-K-12 education systems. Preparation programs should be evaluated continually with the objective of providing training that reflects innovative and proven education methods designed to assess and maximize student achievement. Student needs must drive preparation programs. School boards, teacher preparation institutions, and the state must cooperate to ensure teachers obtain the knowledge and skills they need to teach to ensure all children can learn. Educators should be prepared to effectively teach the wide variety of students in Iowa classrooms. All Iowa educators must have the appropriate licensure, endorsements and accreditation from the board of educational examiners.

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## PERSONNEL EVALUATION

School employees must be accountable for raising student achievement. An objective evaluation of all employees, performed on a regular basis, benefits the employee and the community and assists students in obtaining a quality public school education. IASB supports the right of school boards to exercise their authority to set standards of performance and establish rules of conduct for all employees.

Administrators or their designees must have the authority and resources to evaluate personnel whom they supervise.

## EMPLOYEE RELATIONS AND COLLECTIVE BARGAINING

Positive labor relations enhance the ability of employees and school boards to work together for improved student achievement. Ideally, collective bargaining should end in a voluntary settlement between parties.

School boards should be guaranteed sufficient management rights necessary to operate the school district efficiently and effectively.

The results of collective bargaining should be to:

- Advance excellence and equity in public education with the outcome of improved student achievement for all.
- Reflect sound research and proven best practices with a demonstrated positive impact on improving student achievement.
- Promote accountability by all for improved student outcomes.
- Include a regular evaluation of the impact of changes on student achievement.
- Preserve the constitutionally protected due process rights of school boards.
- Promote safe, healthy, effective and respectful work environments for students and staff.

## BENEFITS

It is important to establish employee benefits necessary to attract and retain qualified employees. Benefits paid and contribution rates should maintain the actuarial soundness and affordability of employee benefit programs.

Unemployment compensation benefits should be reserved for those who experience sudden and unexpected job loss. It should not be extended between academic terms to employees who have contracts for less than 12 months or who have reasonable assurance of continued employment.

Substitute employees should not be eligible for unemployment compensation.

School district employees whose employment is terminated because of a reduction or realignment of staff, or for other reasons that would qualify them for unemployment compensation benefits, should be eligible to receive such benefits on the same basis as employees in private sector employment.

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## DEPARTMENT OF EDUCATION

A State Board of Education, made up of laypersons, determines and adopts necessary rules and regulations for the proper enforcement and execution of the provisions of school laws, and adopts and prescribes standards for carrying out the provisions of the school laws. The State Board of Education must seek advice and counsel from a broad range of citizens and educational organizations in the formulation of rules and policies.

The Department of Education (DE) plays a significant role in facilitating school improvement efforts and supporting school districts, area education agencies and community colleges.

The DE should cooperate with IASB, area education agencies, community colleges, the federal government and state to streamline requests for information.

The DE should consider other student achievement measures, such as value-added or growth measures, for all students, in defining and negotiating the Iowa plan for school district compliance with federal requirements.

By its very nature, the DE is a state regulatory agency; however, Congress and the General Assembly should carefully consider the number and size of the regulatory tasks assigned to the DE and financially support the tasks assigned, including the provision of sufficient staff.

## AREA EDUCATION AGENCIES

Area education agencies (AEAs) are highly important in helping develop curriculum. AEA assistance to local schools in the areas of emerging technology, professional development and curriculum assessment is of vital importance to assist schools with the mandates of the federal Every Student Succeeds Act.

AEAs are established to provide school districts with specified services in special education, media and other educational areas. Apart from special education, the Legislature and the Department of Education must not require these agencies to perform services that are regulatory in nature.

AEAs must retain their primary function as support agencies for local school districts, including developing and delivering services and programs to support local school improvement plans.

School improvement is a key strategy to meeting economic, political and societal needs. AEAs can assist public schools with career development and transitions to facilitate business/community collaborations offering further opportunities for students.

The governance structure of AEAs must continue to be tied closely to Pre-K-12 public school districts with students who receive the benefits of AEA services. AEAs should not be merged with community colleges. Directors of Pre-K-12 schools boards should continue to elect AEA directors.

AEAs should be assured of equitable, consistent and timely funding and receive adequate funding for mandated programs and services.

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## COMMUNITY COLLEGES

Community colleges are an integral part of public education and are strong partners with Pre-K-12 schools in the delivery of career and technical education and of enhanced educational offerings at the high school level through concurrent enrollment. As such, they must be funded by both state and local sources in a consistent and equitable manner.

## FEDERAL GOVERNMENT

Generally, IASB opposes a centralization of decision-making on local and state educational issues in the federal bureaucracy and the United States Congress. Iowa citizens have the ability and desire to make decisions affecting the education of their young people. IASB urges Congress, the President of the United States and the U.S. Department of Education to support local control of school districts, continue the commitment to local flexibility, and reward local efforts to improve student achievement. If the federal government decides to intervene in state and local education policy, any mandated changes, particularly those taking energy and focus away from real comprehensive school improvement and student achievement, must be fully funded by federal dollars without a shift from other education resources.

Iowa schools should receive federal support equal to other states, based on student needs, to maintain our level of educational excellence. The federal government should not impose intrusive or unnecessarily restrictive or prescriptive laws governing our community schools.



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## STUDENT ACHIEVEMENT AND ACCOUNTABILITY

### 1. RESEARCH-BASED INITIATIVES

Supports implementation of initiatives in Iowa's Pre-K-12 education system that:

- Are research-based;
- Are focused on student achievement, and;
- Do not "re-purpose" existing education funds.

### 2. STANDARDS AND ACCOUNTABILITY

Supports continued progress in the development of rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college or to enter the workforce, including the following state actions:

- Provide and fund technical assistance to help school districts fully implement the Iowa Core Content Standards which define what students should know and be able to do in math, science, literacy, social studies, and 21st Century skills in areas such as financial and technological literacy;
- Continue to improve the implementation of the statewide assessment to ensure alignment to the Iowa Core Content standards and provide the necessary funding and technological capacity for every student to successfully complete the assessment;
- Support research-based professional development that provides educators with training, support and time to work together so that they can successfully teach a rigorous curriculum to all students. Ensure that curriculum decisions about how to teach remain in the hands of local schools and teachers;
- Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.

IASB supports development of model content standards, recommended assessments and professional development supports in additional content areas but opposes expanding accountability, reporting and accreditation requirements in these areas.

### 3. PRESCHOOL

Supports continued funding to ensure that all 4 and 5-year-olds have access to the Statewide Voluntary Preschool Program.

Supports an increase in funding from the current weighting of 0.5 to 1.0 full-time equivalent to increase the ability of districts to provide services such as full-day programming and transportation to ensure that all 4 and 5-year-olds have the ability to attend the Statewide Voluntary Preschool Program.

Districts should be given maximum flexibility to assign costs to the program.

### 4. EARLY LITERACY

Supports the continued development of and funding for research on best practices for improving proficiency in early literacy strategies.

Supports continued funding for professional development and classroom intervention strategies focused on implementing best practices for early literacy in grades PK-3.

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Supports the continuation of programs currently funded by the early intervention block grant program with flexibility to use those funds for other K-3 literacy programs if approved by the school board.

Supports additional funding for programs designed to ensure that all students meet literacy expectations by the end of 3<sup>rd</sup> grade.

## **5. ENGLISH LEARNERS**

Supports sufficient and on-time funding for English-learners (EL) until the students reach proficiency.

## **6. DROPOUT/AT RISK**

Supports the inclusion of dropout prevention and funding for at-risk students in the foundation formula and the inclusion of socio-economic status as a factor in determining a student's at-risk status. Opposes changes to the compulsory age of attendance unless sufficient funds are provided to implement strategies to retain those students.

## **7. MENTAL HEALTH**

Supports efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include:

- In-school and telehealth access for students to mental health professionals;
- Creation of a categorical funding stream designated for mental health professionals;
- Reimbursement by Medicaid and private insurers for in-school services;
- Ongoing teacher, administrator, and support staff training to improve the awareness and understanding of child emotional and mental health needs;
- Integration of suicide prevention and coping skills into existing curriculum;
- Expanding state-funded loan forgiveness programs to include mental health professionals who agree to provide services to schools; and
- An ongoing mental health resources clearinghouse for schools and community providers.

## **8. SPECIAL EDUCATION – STATE**

Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost including educational programming and health care costs.

## **9. SPECIAL EDUCATION – FEDERAL**

Supports federal commitment to fund 40 percent of the cost of educating students receiving special education services, and requests that the federal government fulfill that long-standing commitment by increasing funding a minimum of 8 percent per year until the 40 percent figure is achieved.

## **10. AREA EDUCATION AGENCIES**

Supports full funding of the area education agencies to provide essential services in a cost-effective manner to school districts including, but not limited to:

- Special education;
- Technology;
- Professional development;
- Curriculum assessment; and
- Student assessment data analysis.

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## **11. SCHOOL CALENDARS**

Supports the authority of locally elected school boards to determine the school calendar to best meet student needs, including start dates, year round schools, and other innovations.

## **EDUCATOR QUALITY**

## **12. TEACHER LEADERSHIP AND DEVELOPMENT**

Supports adequate resources for research-based programs and strong instructional leadership, including:

- Teacher leadership and development;
- Beginning teacher mentoring programs;
- Quality professional development programs.

## **13. MARKET-COMPETITIVE WAGES**

Supports providing school districts with incentives and the flexibility to pay market competitive wages for shortage area positions, especially in the areas required to meet graduation and Iowa content standards.

## **14. BENEFITS**

Supports allowing school districts to voluntarily enroll their employees in the state's health, dental and life/long-term disability insurance pools.

## **15. TEACHER RECRUITMENT & LICENSURE**

Supports additional tools to attract individuals to the teaching profession, especially for teacher shortage areas including:

- Alternative teacher licensure upon completion of research-based teaching pedagogy training in addition to content knowledge in a curricular area;
- Pathways for individuals with non-traditional educational backgrounds to meet licensure qualifications;
- Reciprocity agreements with other states with high-quality education programs so as to increase diversity among our certified teachers and administrators;
- Expansion of programs such as: Teach Iowa Scholar, Troops to Teachers, Teacher Intern Program, and others as approved by the Board of Educational Examiners; and
- Programs designed to recruit teachers that will better match the demographic makeup of our student population.
- Advocate for funding of loan forgiveness programs and grants that will make education careers a viable option.

## **16. STAFF REDUCTIONS**

Supports giving school districts and AEAs the option to waive the termination requirements in Iowa Code Section 279.13 to reduce staff in response to reductions in funding.

## **17. LABOR/EMPLOYMENT LAWS**

Supports labor and employment laws that balance the rights of the employees with the rights of management, with an emphasis on student achievement and student safety.

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## FISCAL RESPONSIBILITY AND STEWARDSHIP

### 18. SCHOOL FUNDING POLICY

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Reflects actual costs for special education services;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of state aid and property taxes.

### 19. SUPPLEMENTAL STATE AID

Supports setting supplemental state aid:

- At a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools;
- For FY 2021, by January 31, 2020; and
- For FY 2022 and future budget years, at least 14 months prior to the certification of the school's district budgets.

Setting supplemental state aid within the statutory requirements allows districts to make sound financial decisions on programs, staffing levels, and providing the best possible education to all students.

IASB supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

### 20. PROPERTY TAXES

Supports holding school districts harmless in property tax restructuring. Supports efforts to minimize property tax disparities created by the additional levy rate without compromising additional resources to school districts. Supports improved transparency and limits on the use of Tax Increment Financing (TIF) including the following requirements:

- To receive input from all affected taxing bodies before creation of a TIF district;
- To limit the duration of all TIF districts.

### 21. BOND ISSUES

Supports allowing school bond issues to be passed by a simple majority vote.

Supports the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness.

Supports legislation to clarify that revenue bonds do not count toward a 5 percent statutory debt limit.

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## **22. SPECIAL LEVY FUNDS**

Supports flexibility in the use of special levy funds.

## **23. TAX BASE**

Supports an independent, bi-annual cost-benefit analysis of all income, sales or property tax exemptions, credits or deductions. Creation of a new tax credit must undergo an independent cost-benefit analysis. IASB supports elimination of any tax credits that are deemed not effective and redirect any revenue increases from the elimination of those credits to enhance funding for public education.

Supports the legislature having sole authority to make revisions to definitions that impact taxes, restrict future tax bases or provide additional tax breaks that decrease revenue to the state and either directly or indirectly impact tax revenue for schools.

Opposes a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.

## **24. FRANCHISE FEES**

Opposes the imposition of franchise fees on school corporations unless the board of directors agrees to such a fee.

## **25. UNFUNDED MANDATES**

Opposes mandates that do not provide adequate and direct funding for successful implementation.

## **GOVERNANCE**

### **26. LOCAL ACCOUNTABILITY AND DECISION-MAKING**

Supports providing local school boards with decision-making authority regarding methods to accomplish desired educational outcomes. IASB opposes overly restrictive or inefficient limitations which inhibit innovation, efficiency, and the ability of school boards to meet local needs. Local accountability and decision-making includes:

- Student Achievement: As locally elected officials, school boards should have the ability to set priorities, customize programming, and maximize community strengths to improve outcomes for all students;
- Accountability & Reporting: Data collection for state accountability should enhance the ability of school boards to focus on student learning and school improvement. IASB supports streamlining state-level reporting on management operations and eliminating duplicative or inefficient reporting processes;
- Funding flexibility: School boards should have the ability to maximize existing resources to meet local needs;
- Transparency: School boards should have flexibility to provide public access to records in ways that promote transparency for citizens while balancing the cost to taxpayers.

### **27. EXPANDING EDUCATIONAL OPPORTUNITIES**

Supports providing the flexibility to expand educational opportunities and choices for students and families. Educational options must remain under the sole authority of locally elected school boards charged with representing community interests and accountability. IASB supports efforts including:

- Investment in magnet and innovation schools; expansion in flexible program offerings; and greater partnerships among schools and community organizations

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- Establishment of charter schools;
- Establishment or use of on-line schools or classes.

Supports opportunities for continued collaboration between public and non-public schools; however, the association opposes the use of additional taxpayer funds for the creation of vouchers or educational savings accounts or an increase in tax credits or deductions directed toward non-public schools.

## **28. ELECTIONS**

Supports a minimum of four special election dates per calendar year for bond referendums, votes on levies and revenue purpose statements and filling school board vacancies.

## **29. SHARING AND REORGANIZATION**

Supports continuation of sufficient incentives and assistance to encourage sharing or reorganization between school districts including the establishment of regional schools.

## **30. HOME SCHOOL REPORTING**

Supports requiring parents/guardians home-schooling their children without the support of a certified teacher to register with their public-school attendance centers.



# 2020 IASB Legislative Priorities

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## PRESCHOOL

### (RESOLUTION 3)

Supports continued funding to ensure that all 4 and 5-year-olds have access to the Statewide Voluntary Preschool Program.

Supports an increase in funding from the current weighting of 0.5 to 1.0 full-time equivalent to increase the ability of districts to provide services such as full-day programming and transportation to ensure that all 4 and 5-year-olds have the ability to attend the Statewide Voluntary Preschool Program.

Districts should be given maximum flexibility to assign costs to the program.

## MENTAL HEALTH

### (RESOLUTION 7)

Supports efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include:

- In-school and telehealth access for students to mental health professionals;
- Creation of a categorical funding stream designated for mental health professionals;
- Reimbursement by Medicaid and private insurers for in-school services;
- Ongoing teacher, administrator, and support staff training to improve the awareness and understanding of child emotional and mental health needs;
- Integration of suicide prevention and coping skills into existing curriculum;
- Expanding state-funded loan forgiveness programs to include mental health professionals who agree to provide services to schools; and
- An ongoing mental health resources clearinghouse for schools and community providers.

## SCHOOL FUNDING POLICY

### (RESOLUTION 18)

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Reflects actual costs for special education services;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of state aid and property taxes.

# 2020 IASB Legislative Priorities

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## SUPPLEMENTAL STATE AID

### (RESOLUTION 19)

Supports setting supplemental state aid:

- At a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools;
- For FY 2021, by January 31, 2020; and
- For FY 2022 and future budget years, at least 14 months prior to the certification of the school's district budgets.

Setting supplemental state aid within the statutory requirements allows districts to make sound financial decisions on programs, staffing levels, and providing the best possible education to all students.

IASB supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

**CHANGE ORDER**

Revised

Change Order No: 4

This change order amends the existing contract dated August 26, 2019 between the Charles City Community School District of Charles City, Iowa (OWNER) and Woodruff Construction, LLC (CONTRACTOR) to add, revise, or delete work to the project identified below as described herein.

Project Name: Baseball & Softball Field Improvement ProjectProject Location: Charles City, IowaEngineer Project No.: 46169

**Description of Changes in Work:** Contractor to furnish all labor, materials and equipment in connection with the changes in work specified below or by attachment. See Attachment "A" - Application for Extension of Time. Due to wetter and colder than normal weather conditions and due to unforeseen delays in relocating existing gas and electric utility lines Contractor's work was delayed as a result of events beyond the Contractor's control. See Attachment "B" - Updated Construction Schedule.

**Change in Contract Price:**

Contract amount prior to this Change Order:  
\$1,956,547.97 Based on Estimated Quantities  
and Contract Unit Prices

**Change in Contract Time:**

Contract completion date prior to this Change  
Order: December 14, 2019

**Change in Contract Amount Due to this  
Change Order:** Increase / Decrease: \$0.00

**Changes in Contract Completion Date  
due to this Change Order:** 133 Additional Calendar Days

**Contract Amount including this Change  
Order:** \$1,956,547.97

Based on Revised Estimated Quantities and Contract  
Unit Prices

**Contract Completion Date including this  
Change Order:** April 25, 2020\*

\*Based on the premise all work activities can resume by no  
later than March 23, 2020.

Except as specifically amended by this Change Order, all the terms and conditions of the original contract dated August 26, 2019 shall remain in full force and effect.

Approved By: \_\_\_\_\_  
Robin Macomber

Date: \_\_\_\_\_

Owner: Charles City Community  
School District

Recommended by: \_\_\_\_\_  
Timothy A. Moreau

Date: 1/10/20Consultant: Veenstra & Kimm, Inc.

Approved By: \_\_\_\_\_  
Nate Goetsch

Date: 1/10/20Contractor: Woodruff Construction, LLC

## Attachment A – Application for Extension of Time

Tim Moreau

**From:** Nate Goetsch <nateg@woodruffcompanies.com>  
**Sent:** November 11, 2019 12:43 PM  
**To:** Tim Moreau; Drew Sweers; Patrick Dunlap  
**Cc:** Paul Prescott; John Mallen  
**Subject:** Charles City CSD Baseball & Softball: Schedule Delays  
**Attachments:** Weather History and Historical Averages.pdf

Tim/Drew,

Per our earlier correspondence, we want to document construction/weather delays to date that have impacted our construction schedule. This is to insure an understanding with the owner's flexibility with the substantial completion date as a result of the delays.

The following list is a direct comparison between actual finish dates and dates originally outlined in the master schedule.

Task	Anticipated Completion	Actual Completion	Delay
Overhead Electric Relocate	9/23/19	10/16/19	23 Calendar Days
Underground Gas Relocate	9/26/19	10/16/19	20 Calendar Days
Bus Barn Electric Relocate/Drainage Swale Redesign	9/23/19	11/6/19	44 Calendar Days
Musco Light Pole Bases	10/2/19	10/17/19	15 Calendar Days
Owner Mulch Pile Relocate	9/10/19	9/16/19	7 Calendar Days

Regarding weather delays, attached is a summary of actual weather conditions versus historical averages. This information is as provided by the National Weather Service Forecast Office and based on the closest location to the jobsite of Mason City. A few notable stats:

- September's historical normal precipitation is 3.18 inches. We encountered 4.72 inches with 11 rain day events.
- October's historical normal precipitation is 2.38 inches. We encountered 6.21 inches with 16 rain day events.
- You will note in October and to date in November, we experienced lower than normal historical average temperatures.
- Information is also provided as of 11-10-19 for November. Again tracking with colder than normal temperatures and trending to higher than normal precipitation and snow levels.

In addition to the dates where we encountered precipitation, this also tended to impact additional days as we awaited the site to dry out, especially as we started to experience the cooler temperatures.

With all of this said, Woodruff and Team have continued to push forward on the project and have made adjustments to sequencing/etc as needed to do our best to stay on track. We will continue to push forward as weather cooperates, but do foresee some of the following tasks to be complete in the Spring of 2020:

- Concrete paving
- Softball bleachers
- Baseball bleachers
- Baseball irrigation
- Baseball finish grading
- Baseball sod
- Baseball field skins

- Site grading and seeding

Items that we plan to perform yet this fall/winter include: fencing, electrical, and any of the above if the appropriate weather windows of opportunity allow. We would also need crew availability (note paving crews will be unavailable over the cold weather months).

At this time, we feel 33 calendar days of favorable weather will be needed in the Spring of 2020. Assuming we are to remobilize April 20, 2020, this would extend substantial completion to May 22, 2020.

Please let us know if this additional time request is acceptable.

Thanks,

**Nate Goetsch | Project Manager/Estimator**  
Woodruff Construction, LLC  
(319) 233-3349



[www.woodruffcompanies.com](http://www.woodruffcompanies.com)

This email, including all attachments, is confidential information and belongs to the sender and/or the senders company. This information may be legally privileged. If you are not the intended recipient, you are hereby notified that any distribution, disclosure, copying, or taking of any action regarding the contents of this electronically transmitted information is strictly prohibited. If you are not the intended recipient, please reply to the sender if you have received this message in error, and then please delete. Thank you.- Woodruff Companies.



## Climatological Data for MASON CITY, IA - September 2019

START

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2019-09-01	66	52	59.0	-7.2	6	0	0.03	0.0	0
2019-09-02	76	52	64.0	-1.9	1	0	T	0.0	0
2019-09-03	83	61	72.0	6.4	0	7	0.00	0.0	0
2019-09-04	81	51	66.0	0.7	0	1	0.00	0.0	0
2019-09-05	72	51	61.5	-3.5	3	0	0.00	0.0	0
2019-09-06	81	51	66.0	1.4	0	1	0.00	0.0	0
2019-09-07	78	39	60.5	4.2	0	4	0.00	0.0	0
2019-09-08	69	38	63.5	-0.4	1	0	T	0.0	0
2019-09-09	60	56	58.0	-5.5	7	0	0.04	0.0	0
2019-09-10	72	57	64.5	1.3	0	0	0.09	0.0	0
2019-09-11	84	65	74.5	11.7	0	10	0.16	0.0	0
2019-09-12	78	65	71.5	9.1	0	7	0.17	0.0	0
2019-09-13	77	57	67.0	5.0	0	2	1.39	0.0	0
2019-09-14	70	49	59.5	-2.1	5	0	0.00	0.0	0
2019-09-15	77	48	62.5	1.4	2	0	0.00	0.0	0
2019-09-16	84	58	71.0	10.3	0	6	0.05	0.0	0
2019-09-17	85	60	72.5	12.2	0	8	0.00	0.0	0
2019-09-18	87	65	76.0	16.1	0	11	0.00	0.0	0
2019-09-19	77	66	71.5	12.1	0	7	2.20	0.0	0
2019-09-20	80	65	72.5	13.5	0	8	0.01	0.0	0
2019-09-21	86	64	75.0	16.5	0	10	0.01	0.0	0
2019-09-22	79	63	71.0	12.9	0	6	0.46	0.0	0
2019-09-23	68	49	58.5	0.8	6	0	0.03	0.0	0
2019-09-24	76	49	62.5	5.3	2	0	0.00	0.0	0
2019-09-25	85	59	72.0	15.2	0	7	0.00	0.0	0
2019-09-26	70	48	59.0	2.6	6	0	0.00	0.0	0
2019-09-27	72	48	60.0	4.1	5	0	0.00	0.0	0
2019-09-28	72	51	61.5	6.0	3	0	0.00	0.0	0
2019-09-29	67	51	59.0	3.9	6	0	0.05	0.0	0
2019-09-30	68	51	59.5	4.8	5	0	0.03	0.0	0
Sum	2280	1679	-	-	58	95	4.72	0.0	-
Average	76.0	56.0	-	5.3	-	-	-	-	0.0
Normal	72.6	48.9	60.8	-	178	50	5.15	M	-

Observations for each day cover the 24 hours ending  
at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : unknown

Snow Depth : unknown



## Climatological Data for MASON CITY, IA - October 2019

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2019-10-01	50	59	74.5	20.3	0	10	0.51	0.0	0
2019-10-02	61	51	56.0	2.2	9	0	1.62	0.0	0
2019-10-03	54	47	50.5	-2.9	14	0	0.60	0.0	0
2019-10-04	54	43	48.5	-4.5	16	0	0.01	0.0	0
2019-10-05	56	44	50.0	-2.6	15	0	0.00	0.0	0
2019-10-06	60	44	52.0	-0.2	13	0	0.67	0.0	0
2019-10-07	66	43	54.5	2.7	10	0	0.00	0.0	0
2019-10-08	69	42	55.5	4.1	9	0	0.00	0.0	0
2019-10-09	70	47	58.5	7.5	6	0	0.00	0.0	0
2019-10-10	70	47	58.5	7.8	6	0	0.36	0.0	0
2019-10-11	61	36	48.5	-1.8	16	0	0.55	0.0	0
2019-10-12	38	29	33.5	-16.4	31	0	0.02	0.0	0
2019-10-13	37	29	33.0	-16.5	32	0	0.03	0.0	0
2019-10-14	45	29	37.0	-12.1	28	0	0.10	0.0	0
2019-10-15	57	28	42.5	-6.3	22	0	0.00	0.0	0
2019-10-16	56	40	48.0	-0.4	17	0	0.00	0.0	0
2019-10-17	48	31	39.5	-8.5	25	0	0.00	0.0	0
2019-10-18	60	31	45.5	-2.1	19	0	0.00	0.0	0
2019-10-19	70	42	56.0	8.8	9	0	0.03	0.0	0
2019-10-20	65	34	49.5	2.7	15	0	0.03	0.0	0
2019-10-21	64	34	49.0	2.6	16	0	0.80	0.0	0
2019-10-22	57	41	49.0	3.0	16	0	0.83	0.0	0
2019-10-23	52	31	41.5	-4.1	23	0	0.02	0.0	0
2019-10-24	47	32	39.5	-5.7	25	0	0.12	0.0	0
2019-10-25	47	24	35.5	-9.3	29	0	0.60	0.0	0
2019-10-26	54	24	39.0	-5.4	26	0	0.00	0.0	0
2019-10-27	51	30	40.5	-3.4	24	0	0.00	0.0	0
2019-10-28	47	31	39.0	-4.5	26	0	0.00	0.0	0
2019-10-29	39	25	32.0	-11.0	33	0	0.01	T	0
2019-10-30	43	25	34.0	-8.6	31	0	0.00	0.0	0
2019-10-31	32	24	27.0	-15.1	38	0	0.00	0.0	0
Sum	1720	1115	-	-	599	10	6.21	T	-
Average	55.5	36.0	45.7	-2.6	-	-	-	-	0.0
Normal	59.7	36.9	48.3	-	523	5	2.15	M	-

Observations for each day cover the 24 hours ending  
at the time given below (Local Standard Time).  
Observation times may have changed during this period.

Max Temperature : 6am, 7am

Min Temperature : 6am, 7am

Precipitation : 6am, 7am

Snowfall : 6am, 7am

Snow Depth : 6am, 7am

## Climatological Data for MASON CITY, IA - November 2019

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2019-11-01	36	24	30.0	-11.6	35	0	0.00	0.0	0
2019-11-02	42	30	36.0	-5.1	29	0	5	0.0	0
2019-11-03	43	28	35.5	-5.1	29	0	0.00	0.0	0
2019-11-04	49	28	38.5	-1.6	26	0	0.27	0.0	0
2019-11-05	42	24	33.0	-6.6	32	0	0.00	0.0	0
2019-11-06	32	23	27.5	-11.5	37	0	0.03	1.0	0
2019-11-07	31	6	18.5	-20.0	46	0	0.08	1.0	1
2019-11-08	24	5	14.5	-23.4	50	0	0.00	0.0	1
2019-11-09	35	18	26.5	-10.9	38	0	0.00	0.0	0
2019-11-10	45	31	38.0	1.2	27	0	0.00	0.0	0
2019-11-11	M	M	M	M	M	M	M	M	M
2019-11-12	M	M	M	M	M	M	M	M	M
2019-11-13	M	M	M	M	M	M	M	M	M
2019-11-14	M	M	M	M	M	M	M	M	M
2019-11-15	M	M	M	M	M	M	M	M	M
2019-11-16	M	M	M	M	M	M	M	M	M
2019-11-17	M	M	M	M	M	M	M	M	M
2019-11-18	M	M	M	M	M	M	M	M	M
2019-11-19	M	M	M	M	M	M	M	M	M
2019-11-20	M	M	M	M	M	M	M	M	M
2019-11-21	M	M	M	M	M	M	M	M	M
2019-11-22	M	M	M	M	M	M	M	M	M
2019-11-23	M	M	M	M	M	M	M	M	M
2019-11-24	M	M	M	M	M	M	M	M	M
2019-11-25	M	M	M	M	M	M	M	M	M
2019-11-26	M	M	M	M	M	M	M	M	M
2019-11-27	M	M	M	M	M	M	M	M	M
2019-11-28	M	M	M	M	M	M	M	M	M
2019-11-29	M	M	M	M	M	M	M	M	M
2019-11-30	M	M	M	M	M	M	M	M	M
Sum	379	217	-	-	349	0	0.38	2.0	
Average	37.9	21.7	29.8	-9.5	-	-	-	-	0.2
Normal	48.9	29.6	39.3	-	257	0	0.71	5.1	

Above Normals represent the month through 2019-11-10.

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am



## Attachment B – Updated Project Schedule

**Tim Moreau**

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**From:** Nate Goetsch <nateg@woodruffcompanies.com>  
**Sent:** January 10, 2020 2:52 PM  
**To:** Tim Moreau  
**Cc:** Drew Sweers; Jerry Mitchell; Gary Anderson; Pat Dunlap; Paul Prescott; John Mallen  
**Subject:** RE: CCCSD Baseball & Softball Imp Project - Change Order No. 4 - Change in Contract Completion Date  
**Attachments:** Charles City CSD Ball Fields Spring Schedule Projection.pdf

Tim,

We are in agreement to the revision to CO4 with the condition/understanding that it is based on favorable weather conditions.

I have updated our look ahead schedule to reflect the return date of 3/23/20 and substantial completion of 4/25/20. However, the schedule does not take into consideration delays related to ground or weather conditions.

Fencing, electrical and baseball bleacher installation will continue through the winter, and as soon as winter breaks, we will gear back up on site full force to complete the project. I am not as much concerned with the deadline for the field granulars and sod, but more so concerned with scope outside the fields – concrete paving, finish grading, seeding, etc. It is typical for concrete paving operations to resume mid-April, however, it is definitely weather dependent. I have had discussions with Croell and they are willing to bring a crew off of winter layoff earlier as long as the ground conditions and extended forecast at the time are favorable to concrete placement.

If this is agreeable, let's include this correspondence and attached schedule as part of the attachment A to the Change Order #4.

Looking forward to a successful completion!

Thanks,

**Nate Goetsch | Project Manager/Estimator**  
Woodruff Construction, LLC  
(319) 233-3349

**From:** Tim Moreau <tmoreau@v-k.net>  
**Sent:** Friday, January 10, 2020 9:57 AM  
**To:** Nate Goetsch <nateg@woodruffcompanies.com>  
**Cc:** Drew Sweers <dsweers@v-k.net>; Jerry Mitchell <jmitche@charles-city.k12.ia.us>; Gary Anderson <ganderson@saarchitects.biz>; Pat Dunlap <pdunlap@v-k.net>  
**Subject:** CCCSD Baseball & Softball Imp Project - Change Order No. 4 - Change in Contract Completion Date

Nate,

The School District is very concerned about being able to play their first home games for both Baseball and Softball on May 25, 2020. Fine grading the topsoil and placing the sod on the baseball field will likely be the most critical aspects of completing the work in the spring. At a minimum we will want the sod on the baseball field to be laid by April 25, 2020, this will give the sod about 4 weeks to take root before the first game on May 25, 2020. I called and talked to the sod supplier for this project, Blue Grass Enterprises, and they advised that they typically can start cutting sod by mid to late March each year. Last year it was April before they started cutting sod, but that was unusual due to the weather. Historically the frost is out of the ground in this area by around March 23. The topsoil will need to be dry enough to fine grade or otherwise they will end up over compacting the topsoil prior to placing the sod. When cutting

the sod in March they said the sod is still dormant, and that actually it sees less stress during transplanting than it would if it were cut and placed in the summer months.

Bottom line, the School District has asked that Change Order No. 4 be revised to reflect an April 25, 2020 Completion Date. We recognize there may some minor Punch List type of items that may still need attention after April 25, 2020, but it is critical that both fields are available for play by early to mid May so that the School District can make preparations before their first home games. As such, attached is a pdf copy of a revised version of Change Order No. 4 for your review and consideration.

The revised version of Change Order No. 4 was reviewed by the School Districts Facility Committee this morning and they are willing to recommend accepting the revised change order with the April 25<sup>th</sup> date to the Board of Education. Jerry says the plan to address Change Order No. 4 at the School Boards 2<sup>nd</sup> meeting in January which will be held on January 27, 2020.

Please let me know if the revised version of Change Order No. 4 is acceptable and if so please sign where noted on page 1, scan and return a signed copy of page 1 by no later than January 17, 2020 we can get it on the agenda for the 27<sup>th</sup>.

I realize the fencing contractor is working on installing the fence fabric this week; We need to keep in mind many of the fence posts will still need to be touched up with paint to remedy the scratches that have occurred during installation. The touch up painting will have to occur once temperatures are conducive for doing so.

Are there any immediate plans for the Bleachers to be installed? This would be something that could be worked on at this time, at least at the Baseball Field.

I would also like to request that between now and January 17, 2020 that you update and re-submit an updated Construction Schedule reflecting completion of the project by April 25, 2020.

Let me know if you have any questions.

Thanks,

Tim

Timothy A. Moreau, P.E.

**Veenstra & Kimm, Inc.**

2800 Fourth Street SW  
Suite 9  
Mason City, Iowa 50401

Phone: 641-421-8008  
Wats: 877-241-8008  
Fax: 641-380-0313  
Email: [tmoreau@v-k.net](mailto:tmoreau@v-k.net)

Crawford County Local Health Department



## CHARLES CITY COMMUNITY SCHOOL DISTRICT

March 25, 2020

Mr. Nate Goetsch, Project Manager  
Woodruff Construction, LLC  
1717 Falls Avenue  
Waterloo, IA 50701

Dear Mr. Goetsch:

Re: Liquidated Damages

The District is providing assurance that it will not assess \$1,000 per calendar day at the end of the contract period for uncompleted work as long as the project is substantially completed by May 25, 2020. If the project is not substantially completed by May 25, 2020, the District will assess Woodruff Construction for lost income or expenses occurring from not being able to play on the ball fields by the home opener ball game and grand opening scheduled for May 25, 2020. Expenses or income lost could be for lost gate receipts, expenses to move the location, additional staff hours for a different location, transportation costs, or expenses to rent a facility. The District is in agreement with the proposed time extension and conditions outlined in Change Order #4 and intends to approve at the June board meeting.

If you have any questions concerning the agreement please contact Jerry Mitchell, Director of Operations 641-426-5450.

Sincerely,

Charles City Community School District

Michael Fisher  
Superintendent

Cc: Drew Sweers, Veenstra & Kimm, Inc., via email  
Gary Anderson, Skott & Anderson Architects, via email  
Terri O'Brien, Charles City Community School District, Director of Finance, via email  
Jerry Mitchell, Charles City Community School District, Director of Operations, via email







# VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596

641-421-8008 • 641-380-0313 (FAX) • 877-241-8008 (WATS)

## CHANGE ORDER

Change Order No: 5

This change order amends the existing contract dated August 26, 2019 between the Charles City Community School District of Charles City, Iowa (OWNER) and Woodruff Construction, LLC (CONTRACTOR) to add, revise, or delete work to the project identified below as described herein.

Project Name: Baseball & Softball Field Improvement Project

Project Location: Charles City, Iowa

Engineer Project No.: 46169

**Description of Changes in Work:** Change Order Adjusts Final Contract Price to match Final Quantities Installed.

### Change in Contract Price:

Contract amount prior to this Change Order:  
\$1,956,565.97 Based on Estimated Quantities  
and Contract Unit Prices

### Change in Contract Time:

Contract completion date prior to this Change  
Order: December 14, 2019

**Change in Contract Amount Due to this  
Change Order: Decrease: (\$2,921.64)**

**Changes in Contract Completion Date  
due to this Change Order: No Change**

### Contract Amount including this Change

**Order: \$1,953,644.33**

Based on Revised Estimated Quantities and Contract  
Unit Prices

### Contract Completion Date including this

**Change Order: December 14, 2019**

Except as specifically amended by this Change Order, all the terms and conditions of the original contract dated August 26, 2019 shall remain in full force and effect.

Approved By: \_\_\_\_\_  
Joshua Mack

Recommended by: \_\_\_\_\_  
Drew Sweers

Approved By: \_\_\_\_\_  
Nate Goetsch

Date: \_\_\_\_\_

Date: 7-9-20

Date: 7/6/20

Owner: Charles City Community  
School District

Consultant: Veenstra & Kimm, Inc.

Contractor: Woodruff Construction, LLC



**CERTIFICATE OF COMPLETION**

**CHARLES CITY COMMUNITY SCHOOL DISTRICT  
BASEBALL & SOFTBALL FIELD IMPROVEMENT PROJECT**

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of the Baseball & Softball Field Improvement Project as performed by Woodruff Construction, LLC. has been performed and that said review was completed on May 8, 2020 and completed by the School on June 12, 2020.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the terms and conditions of the construction contract between Owner and Contractor dated August 26, 2019 and the plans and specifications, and that the final amount of the Contract is One Million Nine Hundred Fifty Three Thousand Six Hundred Forty Four & 33/100 Dollars (\$1,953,644.33). It is Veenstra & Kimm, Inc.'s opinion that the work under the contract was Substantially Completed by June 12, 2020.

**FILED BY: VEENSTRA & KIMM, INC.**

By:   
Drew Sweers, P.E.

Title: Design Engineer

Date Certificate Filed:

July 10, 2020

**ACCEPTED BY: CHARLES CITY  
COMMUNITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Joshua Mack

Title: Board President

Date Accepted:

\_\_\_\_\_

**Certification**

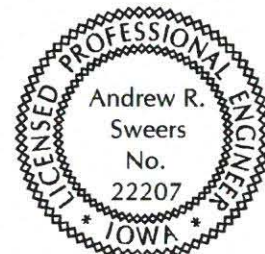
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed: 

Drew Sweers, P.E.  
Iowa Registration No. 22207

My license renewal date is December 31, 2021

Date: 7-10-20



**RESOLUTION FOR FINAL ACCEPTANCE  
AND CLOSING FINAL PROJECT COSTS  
FOR THE PUBLIC IMPROVEMENT CONTRACT  
KNOWN AS: BASEBALL AND  
SOFTBALL FIELD IMPROVEMENT PROJECT**

WHEREAS, on August 26, 2019, Charles City Community School District (“District”) entered into a construction contract with Woodruff Construction, LLC (“Contractor”) for the construction of certain public improvements generally described as the Charles City Community School District Baseball and Softball Field Improvement Project (“Project”); and

WHEREAS, on April 22, 2019, the District entered into a contract with Veenstra & Kimm, Inc. (“Engineer”) for engineering design services associated with the above Project; and

WHEREAS, on July 10, 2020, Engineer filed a certificate with the District certifying that the Contractor had substantially completed the construction of said Project in accordance with the terms and conditions of the contract and plans and specifications; and

WHEREAS, the Engineer has now submitted a subsequent close out report and recommendation summary dated July 10, 2020, which includes a final change order and final pay application in support of the Engineer’s recommendation that the Project be accepted by the District as finally complete consistent with the conditions outlined in its report and recommendation summary; and

WHEREAS, both the Engineer’s close out report and recommendation summary in support of final acceptance are attached to this resolution and have been reviewed by the Board; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Charles City Community School District:

Section 1: That said close out report and recommendation summary, including any final change order and pay application documents prepared and recommended by the Engineer are hereby approved and adopted.

Section 2: That said public improvement is hereby approved and accepted as having been fully and finally completed in accordance with said plans, specifications, and form of contract.

Section 3: That the total contract amount of the improvement yet payable under said contract with Contractor is hereby determined to be \$97,682.22.

Section 4: That the total contract amount yet paid shall be retained for a period of thirty (30) days (with payment on the 31<sup>st</sup> day) following the board's action to finally accept this Project, pursuant to the requirements of Iowa Code § 573.14. At the end of the thirty-day period, if Chapter 573 claims are or remain on file as provided by law, the District shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file, or all of the remaining retainage balance if claims exceed the retainage balance. The District administration is authorized to release the balance of the retainage, if any, to the Contractor or its designated assignee, when claims are released or as otherwise may be required by Iowa law.

PASSED AND APPROVED this \_\_\_\_\_ day of July, 2020.

\_\_\_\_\_  
President of the Board of Directors,  
Charles City Community School District

ATTEST:

\_\_\_\_\_  
Secretary, Charles City Community School District

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BANK RECONCILIATION  
JUNE 2020**

<u>GENERAL FUND</u>	<u>FUND 10 OPERATING</u>	<u>FUND 22 MANAGEMENT</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$3,623,781.33	\$589,051.09	
RECEIPTS	\$1,124,866.90	\$6,871.07	
INTERFUND LOAN	\$0.00	\$0.00	
PAYROLL	\$1,075,813.43	\$2,729.00	
<u>ACCTS. PAYABLE</u>	<u>\$464,490.74</u>	<u>\$0.00</u>	
ENDING BALANCE	\$3,208,344.06	\$593,193.16	\$3,801,537.22

Bank Account Balance	\$3,921,539.63
ISJIT Account Balance	\$0.00
Cash on Hand	\$250.00
Interest	\$0.00
Other reconciling	(\$120,252.41)

**ENDING BALANCE** \$3,801,537.22

<u>ACTIVITY FUND</u>	<u>FUND 21 STUDENT ACT.</u>	<u>FUND 82 NON EXPEND</u>	<u>FUND 91 AGENCY FUND</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$218,224.16	\$4,006.21	\$23,067.10	
RECEIPTS	\$11,703.98	\$0.00	\$500.00	
INTERFUND LOAN	\$0.00	\$0.00	\$0.00	
PAYROLL	\$0.00	\$0.00	\$0.00	
<u>ACCTS. PAYABLE</u>	<u>\$19,932.60</u>	<u>\$0.00</u>	<u>\$1,023.70</u>	
ENDING BALANCE	\$209,995.54	\$4,006.21	\$22,543.40	\$236,545.15

Bank Balance	\$243,836.62
ISJIT Account Balance	\$0.00
Cash on hand - change	\$2,900.00
Interest	\$0.00
Other reconciling items	(\$10,191.47)

**ENDING BALANCE** \$236,545.15



**BANK RECONCILIATION**  
**JUNE 2020**

<u>PPEL / LOSST FUNDS</u>	<u>FUND 33 LOSST</u>	<u>FUND 36 PPEL</u>	<u>FUND 40 SINKING FUND</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$0.00	\$366,255.82	\$977,362.27	
RECEIPTS	\$134,569.00	\$12,415.25	\$101,972.30	
RECEIPTS - DEBT ISSUANCE	\$0.00	\$0.00	\$0.00	
TRFER TO CAP PR - FD 35	\$0.00	\$133,304.03	\$0.00	
PAYROLL	\$0.00	\$0.00	\$0.00	
<u>ACCTS. PAYABLE</u>	<u>\$101,972.30</u>	<u>\$51,123.14</u>	<u>\$388,195.00</u>	
ENDING BALANCE	\$32,596.70	\$194,243.90	\$691,139.57	

	<u>FUND 35 CAPITAL PROJECT ATHLETIC COMPLEX</u>	
BEGINNING BALANCE	\$0.00	
RECEIPTS	\$1,000.00	
Transfer fr LOSST	\$133,304.03	
PAYROLL	\$0.00	
<u>ACCTS. PAYABLE</u>	<u>\$134,304.03</u>	
ENDING BALANCE	\$0.00	\$917,980.17

Bank Balance	\$328,002.97	
Bank Balance -Sink fund	\$691,139.57	
Interest	\$0.00	
Other reconciling items	(\$101,162.37)	
<b>ENDING BALANCE</b>		<b>\$917,980.17</b>

BANK RECONCILIATION  
JUNE 2020

<u>HOT LUNCH FUND</u>	<u>FUND 61</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$208,572.42	
RECEIPTS	\$65,172.90	
INTERFUND LOAN	\$0.00	
PAYROLL	\$0.00	
<u>ACCTS. PAYABLE</u>	<u>\$124,867.74</u>	
ENDING BALANCE	\$148,877.58	\$148,877.58

Bank Balance	\$148,877.58
Interest	\$0.00
Other Reconciling items	\$0.00

ENDING BALANCE	\$148,877.58
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<u>FLEXIBLE SPENDING A</u>	<u>FUND 72</u>	<u>BALANCE</u>
BEGINNING BALANCE	\$8,493.58	
RECEIPTS	\$4,428.66	
INTERFUND LOAN	\$0.00	
PAYROLL	\$0.00	
<u>ACCTS. PAYABLE</u>	<u>\$3,106.22</u>	
ENDING BALANCE	\$9,816.02	\$9,816.02

BANK BALANCE	\$9,818.52
PETTY CASH	\$0.00
INTEREST	(\$2.50)
OTHER RECONCILING	\$0.00
ENDING BALANCE	\$9,816.02

# Health Fund Analysis

7/17/2020

	<u>March 2017</u>	<u>April 2017</u>	<u>May 2017</u>	<u>June 2017</u>	<u>July 2017</u>	<u>Aug 2017</u>	<u>Sept 2017</u>
Beginning	\$1,540,065.35	\$1,634,803.88	\$1,689,958.73	\$1,648,140.23	\$1,720,501.33	\$1,750,340.99	\$1,759,421.66
Revenue	\$212,333.51	\$212,747.82	\$215,839.01	\$225,399.77	\$182,690.00	\$184,217.33	\$195,298.64
Expenditures *	<u>\$117,594.98</u>	<u>\$157,592.97</u>	<u>\$257,657.51</u>	<u>\$153,038.67</u>	<u>\$152,850.34</u>	<u>\$175,136.66</u>	<u>\$80,647.71</u>
Balance	\$1,634,803.88	\$1,689,958.73	\$1,648,140.23	\$1,720,501.33	\$1,750,340.99	\$1,759,421.66	\$1,874,072.59

	<u>Oct 2017</u>	<u>Nov 2017</u>	<u>Dec 2017</u>	<u>Jan 2018</u>	<u>Feb 2018</u>	<u>March 2018</u>	<u>April 2018</u>
Beginning	\$1,874,072.59	\$1,814,061.21	\$1,856,553.68	\$1,805,260.79	\$1,790,241.22	\$1,842,050.73	\$1,893,489.60
Revenue	\$197,506.81	\$212,518.85	\$195,268.95	\$197,016.71	\$196,547.52	\$204,757.53	\$197,248.81
Expenditures *	<u>\$257,518.19</u>	<u>\$170,026.38</u>	<u>\$246,561.84</u>	<u>\$212,036.28</u>	<u>\$144,738.01</u>	<u>\$153,318.66</u>	<u>\$210,739.16</u>
Balance	\$1,814,061.21	\$1,856,553.68	\$1,805,260.79	\$1,790,241.22	\$1,842,050.73	\$1,893,489.60	\$1,879,999.25

	<u>May 2018</u>	<u>June 2018</u>	<u>July 2018</u>	<u>Aug 2018</u>	<u>Sept 2018</u>	<u>Oct 2018</u>	<u>Nov 2018</u>
Beginning	\$1,879,999.25	\$1,856,098.38	\$1,852,550.34	\$1,776,995.86	\$1,731,382.15	\$1,736,588.76	\$1,731,039.83
Revenue	\$197,180.84	\$210,153.43	\$164,545.25	\$167,822.88	\$175,604.48	\$176,672.68	\$177,235.74
Expenditures *	<u>\$221,081.71</u>	<u>\$213,701.47</u>	<u>\$240,099.73</u>	<u>\$213,436.59</u>	<u>\$170,397.87</u>	<u>\$182,221.61</u>	<u>\$196,640.83</u>
Balance	\$1,856,098.38	\$1,852,550.34	\$1,776,995.86	\$1,731,382.15	\$1,736,588.76	\$1,731,039.83	\$1,711,634.74

	<u>Dec 2018</u>	<u>Jan 2019</u>	<u>Feb 2019</u>	<u>March 2019</u>	<u>April 2019</u>	<u>May 2019</u>	<u>June 2019</u>
Beginning	\$1,711,634.74	\$1,700,612.88	\$1,708,051.93	\$1,703,404.43	\$1,731,640.15	\$1,635,679.03	\$1,665,198.50
Revenue	\$178,425.41	\$179,287.05	\$175,931.47	\$201,733.72	\$194,398.23	\$194,351.04	\$210,128.79
Expenditures *	<u>\$189,447.27</u>	<u>\$171,848.00</u>	<u>\$180,578.97</u>	<u>\$173,498.00</u>	<u>\$290,359.35</u>	<u>\$164,831.57</u>	<u>\$137,328.24</u>
Balance	\$1,700,612.88	\$1,708,051.93	\$1,703,404.43	\$1,731,640.15	\$1,635,679.03	\$1,665,198.50	\$1,737,999.05

	<u>July 2019</u>	<u>Aug 2019</u>	<u>Sept 2019</u>	<u>Oct 2019</u>	<u>Nov 2019</u>	<u>Dec 2019</u>	<u>Jan 2020</u>
Beginning	\$1,737,999.05	\$1,716,852.78	\$1,671,250.41	\$1,619,213.70	\$1,535,891.70	\$1,494,022.64	\$1,506,375.83
Revenue	\$191,249.50	\$196,319.84	\$196,319.28	\$196,410.38	\$196,325.12	\$210,169.93	\$194,282.36
Expenditures *	<u>\$212,395.77</u>	<u>\$241,922.21</u>	<u>\$248,355.99</u>	<u>\$279,732.38</u>	<u>\$238,194.18</u>	<u>\$197,816.74</u>	<u>\$184,932.84</u>
Balance	\$1,716,852.78	\$1,671,250.41	\$1,619,213.70	\$1,535,891.70	\$1,494,022.64	\$1,506,375.83	\$1,515,725.35

	<u>Feb 2020</u>	<u>March 2020</u>	<u>April 2020</u>	<u>May 2020</u>	<u>June 2020</u>
Beginning	\$1,515,725.35	\$1,522,861.80	\$1,521,902.01	\$1,517,315.56	\$1,505,012.91
Revenue	\$195,503.22	\$211,130.15	\$198,073.85	\$196,884.68	\$189,311.83
Expenditures *	<u>\$188,366.77</u>	<u>\$212,089.94</u>	<u>\$202,660.30</u>	<u>\$209,187.33</u>	<u>\$153,100.91</u>
Balance	\$1,522,861.80	\$1,521,902.01	\$1,517,315.56	\$1,505,012.91	\$1,541,223.83

\* = Expenditures equal the weekly draw amounts plus the prior month expense true up.

## Dental Fund Analysis

	<u>July 2019</u>	<u>August 2019</u>	<u>Sept 2019</u>	<u>Oct 2019</u>	<u>Nov 2019</u>	<u>Dec 2019</u>	<u>Jan 2020</u>
<b>Beginning</b>	\$0.00	\$453.31	(\$2,807.31)	(\$4,424.33)	(\$11,088.30)	(\$9,478.11)	(\$10,090.13)
<b>Revenue</b>	\$9,375.83	\$8,905.01	\$9,322.82	\$9,368.34	\$9,321.84	\$9,314.60	\$9,314.37
<b>Expenditures *</b>	<u>\$8,922.52</u>	<u>\$12,165.63</u>	<u>\$10,939.84</u>	<u>\$16,032.31</u>	<u>\$7,711.65</u>	<u>\$9,926.62</u>	<u>\$10,013.24</u>
<b>Balance</b>	\$453.31	(\$2,807.31)	(\$4,424.33)	(\$11,088.30)	(\$9,478.11)	(\$10,090.13)	(\$10,789.00)
	<u>Feb 2020</u>	<u>March 2020</u>	<u>April 2020</u>	<u>May 2020</u>	<u>June 2020</u>		
<b>Beginning</b>	(\$10,789.00)	(\$11,015.78)	(\$18,087.54)	(\$11,541.03)	(\$6,869.31)		
<b>Revenue</b>	\$9,557.16	\$9,557.16	\$9,789.64	\$9,731.60	\$11,738.35		
<b>Expenditures *</b>	<u>\$9,783.94</u>	<u>\$16,628.92</u>	<u>\$3,243.13</u>	<u>\$5,059.88</u>	<u>\$17,545.58</u>		
<b>Balance</b>	(\$11,015.78)	(\$18,087.54)	(\$11,541.03)	(\$6,869.31)	(\$12,676.54)		

## Analysis of Cash Balance

June 30, 2020

	06/30/20	06/30/19	% change	Notes *
General Fund (10)	3,208,344.06	3,503,266.14	-8.4%	During July - September the balance is normally lower until property tax is received in October.
Management Fund (22)	593,193.16	406,469.07	45.9%	In 2018-19 the fund balance decreased \$195,000. The balance was used rather than increase property tax.
Sales Tax and PPEL (33 & 36)	226,840.60	1,691,495.74	-86.6%	Timing of revenue & expenses will fluctuate during the year. The District will use reserves to fund Athletic Complex and for Washington Playground project.
Debt Service - sinking fund (40)	691,139.57	681,939.47	1.3%	
Cap Proj-Athletic Complex (35)	0.00	537,230.76	-100.0%	Fund 35 was established in Sept 2017 for athletic complex development. The District will pay the remainder of project expenses from Sales Tax/PPEL.
Activity Fund (21)	209,995.54	218,024.94	-3.7%	Club/ organizations are limited to their activity account balance.
Hot Lunch Fund (61)	148,877.58	201,731.95	-26.2%	In 2018-19 there was a net profit of \$29,465. The April bill will be paid in June not May.
Flexible Spending Acct (72)	9,816.02	41,722.48	-76.5%	Unexpended flexible spending balance - employee withholding. Transferred five years of unclaimed flex expenses.
Health Insurance Fund (71)	1,541,223.83	1,737,999.05	-11.3%	Premiums increased 3.5% in FY 20. High claims experience in FY 20 but leveling off.
Dental Insurance Fund (71)	(12,676.54)	0.00	#DIV/0!	Established self funded dental insurance - July 2019
<b>TOTAL</b>	<b>6,616,753.82</b>	<b>9,019,879.60</b>	<b>-26.6%</b>	Appears reasonable

\* = Cash balances will fluctuate with the timing of revenue and expense receipts and payments. Items considered unusual are explained in greater detail under the notes above.



## General Fund Revenue and Expense Analysis

### 6/30/2020 - Preliminary Year End

Category	Annual Budget	Anticipated Budget 100%	Actual to Date	Difference	% of Annual Budget	Comments
<b>REVENUES</b>						
Total Revenue	18,739,163	18,414,975	18,425,119	10,143	0.1%	Includes Covid revenue
% of annual budget		98.3%	98.3%			
<b>EXPENSES</b>						
Salaries	11,610,774	11,610,774	11,748,710	137,936	1.2%	Aide and substitute costs
Benefits	3,924,725	3,949,718	3,914,992	-34,726	-0.9%	
Purchased Services	759,131	759,131	1,070,312	311,181	41.0%	Special Education Consortium expenses over budget
Tuition Out Expenses	451,954	376,829	340,964	-35,865	-7.9%	
Supplies	605,785	605,785	601,606	-4,179	-0.7%	
Utilities	307,830	301,817	265,383	-36,434	-11.8%	
Equipment	25,760	25,760	56,990	31,230	121.2%	
AEA flowthru	748,589	748,589	748,589	0	0.0%	
Total Expense	18,434,548	18,378,403	18,747,547	369,144	2.0%	Includes covid exp
% of annual budget		99.7%	101.7%			

*\*\* \$660,678 carryover categorical funds are available for one time purchases. The annual budget does not take into account carryover balance spending. If carryover is spent the cash balance/fund balance could theoretically decrease if the annual budget was expended.*

**Revenue and Expense Analysis**  
**6/30/2020 - Preliminary Year End**

	<b>Budget</b>	<b>Actual</b>	<b>Balance</b>	<b>FY 2020</b>	<b>FY 2019</b>	<b>FY 2018</b>
<b>Management Fund</b>						
Revenue	\$471,792	\$453,413	\$18,379	96.10%	102.25%	99.10%
Expenditures	\$268,411	\$264,651	\$3,760	98.60%	100.90%	98.31%
<b>PPEL &amp; LOSST Funds</b>						
Revenue	\$2,682,776	\$2,492,130	\$190,646	92.89%	96.81%	94.87%
Expenditures	\$3,804,761	\$3,967,225	(\$162,464)	104.27%	91.00%	105.52%
The balances in PPEL and Sales Tax funds will be spent down to fund the baseball and softball field project.						
<b>Food Service</b>						
Revenue	\$1,015,200	\$917,162	\$98,038	90.34%	102.36%	94.12%
Expenditures	\$1,010,715	\$954,323	\$56,392	94.42%	99.09%	89.85%
FY 2020, school closure caused lower revenue than anticipated.						
<b>Health &amp; Dental Fund</b>						
Revenue	\$2,298,840	\$2,563,950	(\$265,110)	111.53%	104.47%	102.00%
Expenditures	\$2,448,500	\$2,788,130	(\$339,630)	113.87%	97.19%	88.85%

Activity Fund Balance Report - Summary - Exclude Encumbrances

07/2019 - 06/2020

Regular; Beginning Month 07/2019; Processing Month 06/2020; Accounts to Include Accounts With Activity; Fund Number 21

Fund: 21 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
21 729 000 6110 910	Drama - Restricted FB	18,245.04	23,131.93	22,961.23	312.21	18,386.55
21 729 000 6120 910	Speech - restricted FB	0.00	0.00	3,003.00	51.87	3,054.87
21 729 000 6210 910	General Vocal - restricted FB	4,109.31	5,584.64	6,632.39	89.08	5,246.14
21 729 000 6220 910	Band Fundraiser - restricted FB	3,452.86	10,016.25	13,843.02	125.75	7,405.38
21 729 000 6221 910	Jazz Band - restricted FB	245.47	221.22	485.62	8.81	518.68
21 729 000 6222 910	Instrumental Music - restricted FB	193.17	7.16	0.00	3.21	189.22
21 729 000 6223 910	Orchestra - restricted FB	2,743.98	615.00	1,171.66	57.02	3,357.66
21 729 000 6225 910	MS Band - restricted FB	9,104.43	6,166.43	10,232.41	227.51	13,397.92
21 729 000 6600 920	Athletics - restricted FB	30,714.52	81,159.25	73,572.08	454.73	23,582.08
21 729 000 6640 920	Girls Track - restricted FB	1,805.44	1,685.44	0.00	2.07	122.07
21 729 000 6645 920	Girls Cross Country - Restricted FB	1,704.99	137.75	816.00	41.17	2,424.41
21 729 000 6646 920	Boys Cross Country - restricted FB	4,836.42	0.00	0.00	83.55	4,919.97
21 729 000 6680 920	Sportsmen's Park - Restricted FB	11,248.52	1,335.71	5,592.50	(15,045.10)	460.21
21 729 000 6681 920	Booster Club - restricted FB	37,040.23	74,712.04	44,803.65	22,086.60	29,218.44
21 729 000 6685 920	Bowling - Fund Balance	619.49	828.87	782.00	9.89	582.51
21 729 000 6694 920	Pom Squad - Restricted FB	1,761.18	2,713.94	1,780.95	14.31	842.50
21 729 000 6710 920	Boys Basketball - restricted FB	688.77	0.00	0.00	11.90	700.67
21 729 000 6720 920	Football - restricted FB	268.64	0.00	0.00	4.64	273.28
21 729 000 6725 920	Soccer - restricted FB	1,979.29	1,661.60	0.00	5.49	323.18
21 729 000 6730 920	Baseball - restricted FB	4,355.05	2,537.00	1,340.85	54.57	3,213.47
21 729 000 6740 920	Boys Track - restricted FB	69.15	32.21	528.75	9.77	575.46
21 729 000 6760 920	Boys Golf - restricted FB	2,429.94	0.00	0.00	41.98	2,471.92
21 729 000 6790 920	Wrestling - Restricted FB	1,242.63	0.00	0.00	21.47	1,264.10
21 729 000 6810 920	Girls Basketball - restricted FB	2,900.37	50.00	0.00	49.24	2,899.61
21 729 000 6815 920	Volleyball - restricted FB	1,168.65	0.00	0.00	20.19	1,188.84
21 729 000 6835 920	Softball - restricted FB	807.35	418.80	0.00	6.71	395.26
21 729 000 6850 920	Girls Tennis - Restricted FB	45.80	0.00	0.00	0.79	46.59
21 729 000 6860 920	Girls Golf - restricted FB	41.74	0.00	0.00	0.72	42.46
21 729 000 6870 920	Girls Swimming - restricted FB	289.35	0.00	0.00	5.00	294.35
21 729 000 6993 920	Cheerleading - restricted FB	1,512.81	1,693.11	1,705.00	26.34	1,551.04
21 729 000 7000 950	HS annual - restricted FB	3,360.30	10,725.06	14,400.50	121.54	7,157.28
21 729 000 7001 950	Art Club Fund Balance	407.76	372.97	0.00	0.60	35.39
21 729 000 7004 950	Information Tech Club - restricted FB	892.16	0.00	0.00	15.41	907.57
21 729 000 7006 950	Future Business Leaders - Restricted FB	3,676.80	0.00	0.00	63.51	3,740.31
21 729 000 7007 950	FFA - restricted FB	33,498.18	55,346.10	61,381.38	764.91	40,298.37
21 729 000 7008 950	German club - restricted FB	3,229.60	2,991.65	2,301.65	43.87	2,583.47

Activity Fund Balance Report - Summary - Exclude Encumbrances

07/2019 - 06/2020

Regular; Beginning Month 07/2019; Processing Month 06/2020; Accounts to Include Accounts With Activity; Fund Number 21

Fund: 21 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
21 729 000 7014 950	SIAT - restricted FB	4,798.61	1,578.11	2,683.75	101.99	6,006.24
21 729 000 7018 950	Class of 2021 - Restricted FB	0.00	2,206.84	2,130.00	100.40	23.56
21 729 000 7023 950	Class of 2019 - restricted FB	416.43	0.00	0.00	(416.43)	0.00
21 729 000 7024 950	Class of 2020 - restricted FB	0.00	29.96	0.00	321.38	291.42
21 729 000 7030 950	Industrial Technology - restricted FB	870.03	0.00	0.00	15.03	885.06
21 729 000 7035 950	Comet Creation (FCS) - restricted FB	1,341.83	0.00	0.00	23.18	1,365.01
21 729 000 7051 950	FCCLA - restricted FB	13.94	0.00	0.00	0.24	14.18
21 729 000 7057 950	Social Studies Trip - restricted FB	459.64	5,251.50	5,659.50	14.99	882.63
21 729 000 7065 950	MS Annual - restricted FB	3,137.26	0.00	1,458.00	79.38	4,674.64
21 729 000 7066 950	MS student council - restricted FB	3,724.63	1,016.25	1,357.21	70.23	4,135.82
21 729 000 7085 950	Century Club	4,437.53	0.00	2,200.00	(6,535.80)	101.73
21 729 000 9000 950	Interest - restricted FB	0.00	0.00	3,565.92	(3,565.92)	0.00
Fund Total: 21		209,889.29	294,226.79	286,389.02	0.00	202,051.52

## **Regular Meeting – June 8, 2020**

The Charles City Board of Education met electronically in regular session on Monday, June 8, 2020. The meeting was open to the public by calling in at the zoom address and could be viewed at Facebook.com/CharlesCityCSD. The meeting was held electronically due to the heightened public health risks and the need to limit large gatherings during the COVID 19 outbreak. President Mack called the meeting to order at 6:15 p.m. Present: Board members Freund, Dight, Rottinghaus and Bergland. Absent: none. Staff members present included Superintendent Fisher, Board Secretary O'Brien and Communication Director DeVore. The peak electronic viewer count during the meeting was 40.

The Mission/Vision statement was read by Director Dight.

(Freund/Bergland) to approve the agenda as presented. Motion carried 5-0.

There were no electronic public comments made during the meeting.

Superintendent Fisher reported District progress on the three Strategic goals: equity and achievement, culture and climate and facilities and infrastructure.

- Our 2020 Vision work around teaching and learning continues to roll forward. We are working on more community and parent communication to update everybody on how our teaching and learning will be different and better this upcoming year. It will also be much more resilient to COVID related disruptions.
- Baseball and softball practice has started with games starting on June 15<sup>th</sup>. We have postponed our Grand Opening of the fields until next year as we have big plans for a celebration of all our donors. This year we wanted to honor social distancing so are going for a “soft” opening of the fields.
- Baseball /Softball fields have the finishing touches going on them right now and will be ready by next week. We have lots of volunteers helping complete some of the dugout work. Grading and seeding work is also being completed at the College Grounds.

Reports from the Facility committee chair Dight and Policy committee chair Freund were received.

Tia McInroy presented information on the mindfulness course work 20 staff members participated in. Mindfulness is a mental state achieved by focusing one's awareness on the present moment, while calmly acknowledging and accepting one's feelings, thoughts, and bodily sensations. The benefits of practicing mindfulness include: Improved attention, Emotional regulation, Greater compassion, and reduction of stress and anxiety. Part of the course included how to implement into the classroom. Their next steps include; scheduling a meeting with those who have taken the classes to discuss implementation ideas, train other interested staff members, implement mindfulness into more classrooms and train a staff member to be a Certified Mindfulness Instructor.

Superintendent Fisher provided an update on the COVID Return to Learn Plan and Reentry Work. The reentry plan will use local guidelines and follow a FAQ format. Administration is asking for grace while the plan is being developed.

(Rottinghaus/Dight) to approve the 2020 Vision statement, “Creating compassionate competent problem solvers” as recommended. Thanks was extended to the board and leadership for all of the



work on crafting our new vision. Joe Taylor did the final scrub from the input taken from the board meeting on May 26<sup>th</sup>. Motion carried 5-0.

(Dight/Freund) to approve the change order with Marco Technologies at a monthly cost of \$2,023.07 as recommended. April Hanson, Director of Technology, provided an update on technology installation and explained the modifications to the AV classroom order. Changes were made to quantity and types of equipment. The original award was for 132 audio visual classrooms at a monthly cost of \$14,720. The change order encompasses additions for core style rooms and credits for minimal gathering and High School style room revisions. Motion carried 5-0.

(Rottinghaus/Freund) to approve the second reading of series 500 Board Policies with changes and to approve the review of policies with no changes as recommended. The Policy Committee has reviewed the proposed policy changes to series 500. Motion carried 5-0.

(Freund/Rottinghaus) to approve the second reading of other miscellaneous policies changes as recommended. The Policy Committee has reviewed the proposed miscellaneous policy changes. Many changes were recommended by the Iowa Association School Board due to legislative changes. Motion carried 5-0.

(Bergland/Dight) to approve the first reading of policy 407.6 Licensed Employee Early Retirement as recommended. A committee of staff leadership and administration drafted the policy. It was also reviewed by the Policy Committee. To be eligible licensed staff and senior leaders must be 55 years of age and have 10 years of service in Charles City. There are two options for staff to choose from. Option 1, if notice is given by February 1st a year in advance of the year the employee intends to retire the incentive is 50% of the employee salary. During the first year, 2021 retirements, the deadline for option 1 would be modified to November 1, 2020. Under option 2, if notice is given by February 1st the same year, the employee plans to retire the incentive is 25% of the employee salary. The current policy notice is February of the year of retirement which doesn't provide much notice for decision making and hiring replacements. Motion carried 5-0.

(Dight/Rottinghaus) to approve the Resolution Authorizing Issuance of Building Procurement Cards as presented. The Board discussed the Purchase Card (P-card) resolution. A P-card will be placed in each building office to be checked out for purchases in the building. The building office will be responsible for checking the card in and out and collecting receipts for any purchases. Motion carried 5-0.

(Rottinghaus/Freund) to set the public hearing concerning the use of flexibility funds for Monday, June 22, 2020 at 6:15 p.m. via zoom. The District must hold a public hearing for use of flexibility funds pursuant to Chapters 21 and 298A Code of Iowa. These funds, in the amount of \$57,286.76 were unexpended and unobligated from the Professional Development Program funds. All persons interested are invited to attend this hearing and be heard. Written comments may be submitted to Terri O'Brien, Board Secretary on or before June 22, 2020 at 3:00 p.m. Motion carried 5-0.

(Bergland/Freund) to approve the Board Meeting dates in 2020-21 and revise board policy 210.2 "Regular Meetings" to one meeting in July on the 3<sup>rd</sup> Monday. No vote was taken. (Bergland/Freund) revised the motion to approve the Board Meeting dates in 2020-21 and revise board policy 210.2, "Regular Meetings" to one meeting in July on the 3<sup>rd</sup> Monday and waive the second reading. There was much discussion. Motion carried 5-0.

(Freund/Bergland) to accept the May 2020 financial reports as presented. There was discussion of COVID funding. Motion carried 5-0.

(Dight/Freund) to approve the consent agenda excluding item L, 2020 school fees for further discussion.

- Approval of the minutes of the regular meeting held on May 11, 2020 and May 26, 2020 as presented.
- Approval of the June 2020 bills.
- Approval of the following personnel appointments contingent upon completion of positive background checks.

<b>Name</b>	<b>Position</b>	<b>Amount</b>	<b>Start Date</b>
Tony Slinger	Volunteer Baseball Coach		6/1/20
Doug Bohlen	Volunteer Baseball Coach		6/1/20
Jeremy Heyer	Volunteer Softball Coach		6/1/20
Samantha Heyer	Volunteer Softball Coach		6/1/20
Brandy Anderson	5-12 Summer School Supervisor	\$30/ hour	6/1/20
Sarah Blickenderfer	5-12 Summer School Supervisor	\$30/ hour	6/1/20
Megan Vanderloop	5-12 Summer School Supervisor	\$30/ hour	6/1/20
Julie Molstead	5-12 Summer School Supervisor	\$21.36 /hour	6/1/20

- Approval of Teacher Leadership Coaching Stipends:

<b>Employee</b>	<b>Position</b>	<b>Amount</b>	<b>Start Date</b>
Kellie Boggess	TLC Instructional Coach	7,500	7/1/20
Sheila Etherington	TLC Instructional Coach	7,500	7/1/20
Eric Johanningsmeier	TLC Instructional Coach	7,500	7/1/20
Marie Conklin	TLC Success Coach	7,500	7/1/20
David Voves	TLC Instructional Coach	7,500	7/1/20
David Voves	TLC Coordinator	3,750	7/1/20

- Approval of the resignation from Todd Forsyth's teaching contract and stipend and to offer him a new director contract effective for the 2020-2021 school year as presented.
- Approval of the extension of the lease with the First Congregational Society of Floyd County for space for the Carrie Lane program. The lease is for \$420 per month from August 15, 2020 through July 15, 2021.
- Renewal of the District's membership in the Iowa Association of School Boards (IASB) for 2020-21. The membership dues are \$5,299.00.
- Approval of the annual mileage rate at 57.5¢ (the IRS rate) as of 7/1/20. The rate per the master contract is set at the IRS rate. This is a .5¢ decrease from last year.
- Approval of the 2020-2021 contract for educational services with NIACC.
- Approval of the three-year agreement ending 6/30/23 with the Iowa Department of Human Services for learning connection funding.

Motion carried 5-0.

<b>Vendor Name</b>	<b>Invoice Detail Description</b>	<b>Amount</b>

<b>Operating Fund:</b>		
Access Systems	Copier Maint/HS	\$ 200.00
Aces	Safety Net Back Up/Tech Dept	\$ 1,002.00
Ag Vantage FS	Fertilizer/Diesel/B & G	\$ 1,358.65
Ahlers & Cooney, P.C.	Legal Services	\$ 433.50
Airgas	Cylinder Rent/HS/Spurgin	\$ 96.42
Amazon	Misc Books/Fisher	\$ 397.48
ASCA Conference	Conf Reg/Linc/Hagensick	\$ 159.00
B & H Photo-Video	Camera Filemaker/Supplies/J DeVore	\$ 4,569.44
Beyond Consequenses Institute	Trauma Informed Book/Wash/Conlin	\$ 64.97
Carquest Auto Parts	Parts/B & G	\$ 908.71
Cedar Falls Community Schools	River Hills Tuition	\$ 33,458.46
Cedar River Signs & Designs	Senior Yard Signs/HS	\$ 3,124.00
Cedar River Tree Service	Tree Removal/B & G	\$ 1,900.00
Cedar Valley Produce Auction	Plants/HS/Johnson	\$ 508.80
Central Lock Security	Lock Repair/B & G	\$ 424.00
Central Preschool	Voluntary 3 & 4 Yr Old Program/May	\$ 3,861.35
Central Rivers Area Education Agency	Conference Reg/Supplies	\$ 234.00
Central Springs Schools	Open Enrollment	\$ 7,225.75
Century Link	Phone	\$ 311.23
Charles City Press	Reg Session	\$ 260.25
City Of Charles City	Water	\$ 1,242.90
Continental Clay Company	Inst Supp/B Bohlen/McInroy	\$ 518.84
Datio	Datio/Comet Cafe	\$ 54.00
Decker Equipment	Tack Strips/Lights/Brackets/MS	\$ 1,398.17
Dell	Laptop/J Mitchell	\$ 790.44
Department Education	(26) Bus Inpections	\$ 1,040.00
Emotional ABCs	Subscription/Linc/Hagensick	\$ 14.95
Facebook	Preschool Promotion Advertisement	\$ 23.58
Floyd County Engineer	Sand & Salt Mix/B & G	\$ 504.06
Forsyth, Donna	Reimb Supplies	\$ 29.62
Frontline Technologies Group	Time Keeping Software	\$ 7,247.94
Gordon Flesch Company	Copier Maint/Wash	\$ 306.39
Grainger	Suplies/Water Cooler/B & G	\$ 1,885.39

Heartland Paper	Cleaning Supplies/B & G	\$ 1,014.25
Hog Slat	Inst Supp/HS/Spurgin	\$ 56.86
Huber Supply	Cylinder Rent/HS/Spurgin	\$ 22.98
Hy Vee	Supplies/Senior Drive Thru Meal	\$ 85.22
IASBO	2020 Spring Conf/T O'Brien	\$ 75.00
Interactive Health Technologies	Inst Supp/MS/Rogotzke	\$ 300.00
Iowa Communications Network	May Port Fee	\$ 557.00
Jendro Sanitation	May Services	\$ 376.00
Jenkins Photography	Teacher Appreciation Week Video/Fisher	\$ 70.00
John Deere Financial	Misc Supplies	\$ 127.26
Keystone Laboratories	Wash Water Test	\$ 12.50
Kwik Trip	Fuel	\$ 588.43
Lessin Supply Company	Supplies/B & G	\$ 126.73
Loken, Sue	Reimb Supp/NPP Training	\$ 67.83
M Prints Ink	Senior Tshirts/HS	\$ 1,360.00
Marco, Inc	Copier/Priner Maint	\$ 3,226.49
Mason City Comm. Schools	Educare Tuition	\$ 6,008.76
Mason City Community Schools	Pinecrest Tuition	\$ 47,351.61
Mediacom	Internet/Alt HS	\$ 149.95
Mid American Energy Company	Elec/Gas	\$ 9,280.36
Midwest Bus Parts	Parts/Bus Barn	\$ 429.04
Mike's C & O Tire Service	Tires/Bus Barn	\$ 792.15
N.I.A.C.C	Fall 2019/Spring 2020 Concurrent Courses	\$ 94,437.84
Napa Of New Hampton	Parts/Bus Barn	\$ 759.42
Nashua-Plainfield Schools	Open Enrollment	\$ 25,208.50
New Hampton Schools	Open Enrollment	\$ 17,656.25
North Butler Community School District	Open Enrollment	\$ 21,187.50
North Iowa Lawn & Sports	Parts/B & G	\$ 1,588.51
Northland Products Company	Oil/Bus Barn	\$ 918.00
Nu Motion	Harness/Level 3	\$ 149.80

O'Keefe Elevator Company	Elevator Maint/B & G	\$ 161.15
O'Reilly Auto Parts	Parts/Bus Barn	\$ 662.44
Osage Community School	Open Enrollment	\$ 17,656.25
Pepper Of Minneapolis	Inst Supplies	\$ 859.89
Perry Novak Electric	Heat Detectors/Smoke Detectors/B & G	\$ 1,168.00
Pitney Bowes	Postage For Meter Machine	\$ 3,015.76
Plank Road Publishing	Inst Supp/Linc/Whealy	\$ 34.40
Pollard	Pest Control	\$ 182.00
Prairie Ag Supply	Toro Sidewinder/B & G	\$ 3,500.00
Rahmiller, Amanda	Reimb Supplies	\$ 169.46
Rainbow Resource	Inst Supp/Homeschool	\$ 1,669.82
Rotary Club Of Charles City	Membership/Fisher	\$ 77.50
RRMR School District	Open Enrollment	\$ 163.25
Saddleback Educational Publishing	Inst Supp/Homeschool	\$ 110.54
School Bus Sales Company	Parts/Bus Barn	\$ 1,145.42
Schoolpay	School Pay Service Fee	\$ 1.95
Schueth Ace Hardware	Misc Supplies	\$ 896.96
Sheet Music Plus	Inst Supp/MS/Otte	\$ 94.00
Sherwin-Williams Company	Rollers/B & G	\$ 18.51
Staples Advantage	Inst Supp/MS/Smith	\$ 6.36
Staudt, Lindsey	Reimb Supplies	\$ 101.49
Superior Lumber	Lumber/B & G	\$ 334.84
Timberline Billing Service	Medicaid Billing	\$ 800.13
Tink, Jesse	Leadership Coaching/Senior Leaders	\$ 1,350.00
Triumph Surplus	UPS/B & G	\$ 11.29
USIC Locating Services	Iowa Locate/Tech Dept	\$ 231.86
Waverly-Shell Rock Community Schools	Open Enrollment	\$ 3,531.25
Wood River Energy	Gas	\$ 1,226.81
Wright Express	Fuel Card	\$ 4.00
Zoom	Subscriptions/Fisher/J DeVore	\$ 2,256.20
<b>Student Activity Fund:</b>		
Arnold Motor Supply	Supplies/FFA	\$ 32.85



Austin, Meredith	Reimb Mash Tshirt	\$ 10.00
BSN Sports	Jerseys/Shorts/Boys Bball	\$ 1,825.00
Calpito, Gea	Reimb Mash Tshirt	\$ 10.00
Decker Sporting Goods	Supplies/Softball	\$ 6,882.15
Effle, Kylie	Reimb (4) Mash Tshirts	\$ 51.00
Haglund, Karl	Presentation/HS/T Mcinroy	\$ 100.00
Holzer, William	Reimb Mash Tshirt	\$ 10.00
Hy Vee	Balloons/Graduation	\$ 29.96
Lara, Shemaiah	Reimb Mash Tshirt	\$ 10.00
Mc Inroy, Tia	Reimb Mash Tshirt	\$ 10.00
Music Theatre International	Security Fees/Supplies/Little Shop Of Horrors	\$ 2,207.50
O'Reilly Auto Parts	Supplies/FFA	\$ 90.82
Oleson, Mckenna	Reimb (3) Mash Tshirts	\$ 30.00
Opp, Selah	Reimb Mash Tshirt	\$ 10.00
Prom Nite	Supplies/Prom	\$ 512.52
Ritter, Julie	Reimb Travel	\$ 55.10
Rodemaker, Aliya	Reimb Mash Tshirt	\$ 10.00
Schoolpay	School Pay Service Fee	\$ 7.57
Wink, Jacie	Reimb Mash Tshirt	\$ 10.00
<b>Athletic Complex Project Dev Project:</b>		
Chosen Valley Testing	Sports Complex Project	\$ 3,393.00
Decker Sporting Goods	Bases/Pitching Rubbers/Sports Complex	\$ 1,751.05
Superior Lumber	Supplies/Pressbox	\$ 6,864.76
Woodruff Construction	Pay Estimate 9	\$ 64,114.07
<b>Physical Plant &amp; Equipment:</b>		
Cedar Falls Community Schools	River Hills Tuition	\$ 5,392.26
City Of Charles City	NGB Water	\$ 532.23
Mid American Energy Company	NGB Elec	\$ 559.95
Wood River Energy	NGB Gas	\$ 425.07

<b>Debt Service Fund:</b>		
Pinnacle Public Finance	Principal Payment/2015 Bond	\$ 388,195.00
<b>School Nutrition Fund:</b>		
Dell	Laptop/FS	\$ 790.44
Frenchick, Phillip	Reimb Lunches	\$ 13.95
Gautier, Joanna	Reimb Lunches	\$ 50.00
Huegel, Mark	Reimb Lunches	\$ 28.00
Johnson, Jodie	Reimb Lunches	\$ 76.45
Malven, Tim	Reimb Lunches	\$ 9.35
Marco, Inc	Printer Maint/FS	\$ 14.65
Noonan, Jenae	Reimb Lunches	\$ 13.75
Rima, Marla	Reimb Lunches	\$ 1.85
Sadler, Karen	Reimb Lunches	\$ 17.30
Stoll, Shari	Reimb Lunches	\$ 1.85
Taher	April/May Expenses	\$ 120,139.55
Von Hagen, Liz	Reimb Lunches	\$ 10.45
<b>Health Insurance Fund:</b>		
Blue Cross Blue Shield Of IA	June Billing-(5) Weekly Draws	\$ 220,000.00
<b>Scholarship Fund - Cds:</b>		
Iowa State University	Barry Basuk Scholarship	\$ 250.00
NIACC	Dorothy Davis Scholarship	\$ 550.00
NIACC	Debes Scholarship	\$ 400.00
University Of Iowa	RJ Hagman Scholarship	\$ 550.00
University Of Iowa	Arthur Koenigsfeld Scholarship	\$ 2,500.00
University Of Northern Iowa	Helen Koebrick Scholarshp	\$ 1,000.00
Wartburg College	Jan & Gene Martin Scholarship	\$ 200.00
Wartburg College	Terri & Eric Santee Scholarship	\$ 400.00
<b>Agency Fund:</b>		
Decker Sporting Goods	Visors/Caps/Spirit Shop	\$ 888.70
Sickman, Karleen	Reimb Supplies/Project Rise	\$ 35.00

(Dight/Rottinghaus) to approve the 2020-2021 school fees as presented. Director Dight made note that only one fee increased and one actually decreased. It was also noted that even though meal prices paid to Taher increased .10 cents the meal prices charged to families remained unchanged. Motion carried 5-0.

Pre-Kindergarten through Grade 4 textbook.....	\$ 30.00	No change
Middle School textbook.....	\$ 45.00	No change
High School textbook.....	\$ 50.00	No change
Technology Fee - (grades 5-12).....	\$ 30.00	No change

IF classrooms are not opened in the fall the technology fee will apply to PK-12

#### HIGH SCHOOL

Grades 9 – 12 Senior Graduation Fee.....	\$ 40.00	\$2 increase
Yearbook .....	\$ 50.00	\$5 decrease
Drivers Education (thru StreetSmarts).....	\$365.00	No change

#### MIDDLE SCHOOL

Grades 5 – 8 Yearbook .....	\$6.00	No change
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#### HOT LUNCH

Breakfast Grades PreK 12 .....	\$1.50	No increase
Adult .....	\$1.90	No increase

#### Lunch

Grades Pre-K-12.....	\$ 2.70	No increase
Adult .....	\$ 3.85	No increase

Supers (extra entree) .....	\$ 1.60	No increase
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The Board identified some of the Big Ideas that came out of the Board meeting.

- Pursuit of the mindfulness tools is exciting.
- Changes to the early retirement policy are unique and is better for the staff and the District by allowing more time.
- Implementation of the technology upgrades this fall is exciting.

The Board discussed other important upcoming dates. The next regular Board meeting is scheduled for Monday, June 22, 2020. It was noted there is a 7:00 a.m. work session on Tuesday June 9<sup>th</sup>.

President Mack adjourned the meeting at 8:07 p.m.

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Approved

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Joshua Mack, President

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Terri O'Brien, Board Secretary

## Work Session – June 9, 2020

The Charles City Board of Education met electronically in work session on Tuesday, June 9, 2020. The work session was open to the public by calling in at the zoom address. The work session was held electronically due to the heightened public health risks and the need to limit large gatherings during the COVID 19 outbreak. President Mack called the work session to order at 7:00 a.m. Present: Board members Freund, Dight, Rottinghaus and Bergland. Absent: none. Staff members present included Superintendent Fisher, Board Secretary O'Brien and Communication Director DeVore.

Joe Taylor, Principal, and Tom Harskamp, Assistant Principal, at the Middle School presented information on a co-principalship model they are proposing for the Middle School. The pros and cons to this distributive leadership model were discussed. This model only works if the personalities of the co-principals work well together. Staff believe they are already using this model just not in name, but they all supported it. Superintendent Fisher stated that if either Mr. Taylor or Mr. Harskamp leave the District, we would go back to the Principal / Assistant Principal model. Compensation for the Principals was briefly discussed. It was agreed the Negotiations and Compensation Committee should meet to consider and make a recommendation. The Negotiation and Compensation Committee will meet at 7:00 a.m. on June 11, 2020 to discuss compensation for the co-principals.

President Mack adjourned the meeting at 7:50 a.m.

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Approved

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Joshua Mack, President

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Terri O'Brien, Board Secretary

## **Regular Meeting – June 22, 2020**

The Charles City Board of Education met electronically in regular session on Monday, June 22, 2020. The meeting was open to the public by calling in at the zoom address and could be viewed at Facebook.com/CharlesCityCSD. The meeting was held electronically due to the heightened public health risks and the need to limit large gatherings during the COVID 19 outbreak. President Mack called the meeting to order at 6:15 p.m. Present: Board members Freund, Dight, Rottinghaus and Bergland. Absent: none. Staff members present included Superintendent Fisher, Board Secretary O'Brien and Communication Director DeVore. The peak electronic viewer count during the meeting was 36.

The Mission/Vision statement was read by Director Rottinghaus.

(Freund/Rottinghaus) to approve the agenda as presented. Motion carried 5-0.

There were no electronic public comments made during the meeting.

Superintendent Fisher reported District progress on the three Strategic goals: equity and achievement, culture and climate and facilities and infrastructure.

- We have been on the journey of equity, cultural competency, and social justice for two years. We are ready to move into our next phase this fall of aggressive education, equipping, and investing our staff and students to build stronger empathy and understanding in the areas of bias and oppression. Most of this will come this fall, but currently we are building some of the training teams and curriculum that will be necessary for this work to continue long term. Keep in mind, this is a movement, not a moment.
- At our July meeting, we will be having our Senior Leadership do presentations on their culture and climate work with our staff and the new steps in our metrics on student/parent culture and climate.
- The Main Street project is a new initiative of our school's environment and experience. We are training our people around this work.
- We have had celebrations for our Softball and Baseball fields opening.

Reports from the Finance Committee chair Mack and Negotiations and Compensation Committee chair Rottinghaus were received.

The public hearing on the 2019-20 flexibility funds expenditures was called to order. This is the time when anyone may speak to the Board in support of, or against, any portion of the public hearing on the resolution to expend funds from district's Flexibility Account. These funds, in the amount of \$57,286.76 were unexpended and unobligated from Professional Development funds. There were no written or oral comments from the public. The public hearing was closed at 6:28 p.m.

(Dight/Freund) to approve the resolution to expend funds from district's flexibility account for expenses listed in the amount of \$57,286.76 which were unexpended and unobligated from Professional Development as presented.



Washington Elementary	Furnish additional 2 <sup>nd</sup> grade classroom	\$ 6,788.18
Washington Elementary	Furnish preschool classroom	\$ 2,906.50
Middle School	5 <sup>th</sup> grade classroom library – Lucy Calkins	\$ 4,174.70
Middle School	6 <sup>th</sup> & 7 <sup>th</sup> grade – Big ideas math	\$ 4,730.89
High School	AP History Books	\$ 4,248.34
High School	Tool storage cage for wood shop	\$ 4,992.00
High School	Literature that is modernized, relevant & engaging	\$ 1,271.00
High School	Dust Collector system with new ducting	\$ 5,620.66
Building & Grounds	Football scoreboard repair	\$ 1,115.00
Communication	Seven radios & base station & antenna	\$ 2,003.25
Board of Education	Microphone for local channel audio	\$ 297.00
Board of Education	Consultant fee - community information	\$ 6,250.00
Public Relations	Beautification projects – districtwide	\$ 546.88
Technology	PowerSchool – Performance Matter set up	\$ 5,775.00
Superintendent	Research and Development projects	<u>\$ 6,567.36</u>
	Total	\$57,286.76

Motion carried 5-0.

Superintendent Fisher provided an update on the COVID plans. These plans are a fluid. We are 100% anticipating opening school on time. We have task forces working on safety, teaching and communication as it relates to our return to learn plans. Our one-time ESSER (COVID) funding of \$281,000 is intentionally being used for teaching and learning. We have a lot of choices. We are asking the community to follow social distancing guidelines. There is an Iowa Association of School Boards (IASB) virtual conference on July 15<sup>th</sup> on “Leadership Through a Crisis: COVID-19 and Beyond”. Anyone interested should contact Superintendent Fisher or Lisa Miller administrative support.

Superintendent Fisher provided an update of the 2019-20 strategic goals and his year-end progress report card. New information, added after his mid-year January 2020 review, was identified in italics. The Board will consider this information when completing their Superintendent 2019-20 evaluation scheduled for July 20, 2020.

(Freund/Dight) to approve the 2020-21 other licensed staff contracts as listed. It was noted the TAP coordinator and Juvenile Court Liaison salaries are partially reimbursed from state funds. Motion carried 5-0.

(Bergland/Rottinghaus) to approve the 2020-21 senior leadership staff contracts as listed. Superintendent Fisher explained the changes in the Activities Director from an extended teaching contract to a senior leader contract and the salary adjustments made due to the transition from a principal and assistant principal model to a co-principal model at the Middle School. Neither of these changes resulted in additional expense. Motion carried 5-0.

(Rottinghaus/Freund) to approve the 2020-21 Administrative Support and Senior Leadership Team terms and conditions of employment and making the vacation carryover for administrative support retroactive to June 1, 2020 due to COVID as recommended. Superintendent Fisher explained some of the changes. Para educators will be given the option of payment of their wages over 12 months and new staff must remain in their positions 12 months before requesting a transfer. Motion carried 5-0.

(Freund/Dight) to approve the 2020-21 Employee, Communication, and Talent handbooks and the Staff Evaluation Policies and Procedures as recommended. Motion carried 5-0.

(Rottinghaus/Bergland) to approve the second reading of policy 407.6 Licensed Employee Early Retirement as recommended. To be eligible licensed staff and senior leaders must be 55 years of age and have 10 years of service in Charles City. There are two options for staff to choose from. Option 1, if notice is given by February 1st a year in advance of the year the employee intends to retire, the incentive is 50% of the employee salary. During the first year, 2021 retirements, the deadline for option 1 would be modified to November 1, 2020. Under option 2, if notice is given by February 1st the same year the employee plans to retire, the incentive is 25% of the employee salary. Motion carried 5-0.

(Dight/Rottinghaus) to approve a resolution allowing the carryover of \$17,800 unencumbered Middle School budget as of 6/30/20 as recommended. The Middle School is requesting this carryover after the COVID closure interrupted their plans. Motion carried 5-0.

(Freund/Rottinghaus) to approve the transfer of all but \$20,000 of the unused balance of Professional Development funds and all but \$20,000 of the unused Home School Assistance Program funds, as of 6/30/20. Effective with fiscal year 2018, a school district may authorize transfer of all or any portion of unexpended, unobligated amounts remaining at the end of the fiscal year from the following categorical fund to the flexibility account: Preschool foundation aid, professional development supplement and Home School Assistance Program (HSAP). HF 564 and HF 565 included language directing the Department to give deference to decisions of school districts' boards of directors, promote flexibility for school districts, and minimize intrusions into school district operations. The final transfer amount is pending payment of all bills, however will be approximately \$24,100 from professional development supplement and \$18,000 from HSAP.

The District has unexpended funds in Professional Development and HSAP. The transfer is being requested since we have more than adequate funding for professional development and HSAP, and:

- The school district has met all professional development requirements of Iowa Code chapter 284.
- The district has also met all statutory requirements for use of home school assistance program funding listed in Iowa Code 299A.12(2) and has funded all requests for services and materials from parents or guardians of students eligible to access the program.

Motion carried 5-0.

The Board was informed there will be a second accounts payable check run in June in order to pay as many bills as possible prior to fiscal year end. The Board will review these bill payments at their regular meeting in July.

(Rottinghaus/Freund) to approve the consent agenda as listed below.

- Approval of the resignation of Jon Marrs, bus driver, effective 6/15/20.
- Approval of the personnel appointment of Abby Wolf as High School Special Education Teacher at \$38,379 effective 8/13/20 contingent upon completion of positive background checks.

- Approval of the 2020-21 substitute teacher rate at \$110 per day which is the same rate as 2019-20.
- Approval of the cooperative agreement with Iowa State University to provide student teachers a place to participate in clinical experience.
- Iowa code requires the Board of Directors of each Area Education Agency to:
  - A. review and approve all transportation arrangements between districts in the agency and in all districts in the agency not operating high schools.
  - B. approve all bus routes outside the boundary of the district of the school operating buses.

With permission of the impacted district, a school district's bus may operate beyond its borders to:

- A. reduce a road-related safety concern on a route
- B. create a more efficient/direct route
- C. transport special education students with established tuition in/out agreements
- D. transport private school students
- E. transport open-enrolled students
- F. transport homeless students to district of origin

Administration recommends approval of 2020-21 transportation reciprocal agreements for all six permissible situations at a maximum limit of 2 miles with the following school districts: New Hampton, Osage, Riceville, and Rudd-Rockford-Marble.

Administration recommends approval of the 2020-21 transportation reciprocal agreement for letters A, B, C, D, E and F with a maximum limit of 1 mile with the Nashua-Plainfield Community School District.

Administration recommends approval of the 2020-21 transportation reciprocal agreement for letters C, E and F with a maximum limit of 2 miles with the North Butler Community School District. Further, no new students. Only those transported prior to 2017-18. This aligns with a change made by the North Butler CSD in the reciprocal agreement.

Motion carried 5-0.

The Board identified some of the Big Ideas that came out of the Board meeting.

- Return to Learn plans include many tasks.
- The first meeting after the approval of the new vision symbolically aligned with the approval of the new Early Retirement Policy.

In other miscellaneous items, President Mack stated the Board goal to achieve the IASB Better Boardsmanship award is continuing. At the July meeting, the Board will discuss the IASB legislative priorities.

The Board discussed other important upcoming dates. The next regular Board meeting is scheduled for Monday, July 20, 2020.

President Mack adjourned the meeting at 7:32 p.m.

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Approved

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Joshua Mack, President

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Terri O'Brien, Board Secretary

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13 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
<b>Fund: 10 OPERATING FUND</b>			
ABLE NET INC	BIG MACK SWITCH/WASH/WEIGLE	144.45	
	<b>Vendor Total:</b>		<b>144.45</b>
ACES	SAFETY NET BACKUP/TECH DEPT	501.00	
ACES	SAFETY NET BACKUP/TECH DEPT	501.00	
	<b>Vendor Total:</b>		<b>1,002.00</b>
ADOBE	CREATIVE CLOUD/J DEVORE	381.47	
	<b>Vendor Total:</b>		<b>381.47</b>
AG VANTAGE FS, INC	DIESEL/B & G	696.00	
AG VANTAGE FS, INC	DIESEL/B & G	(696.00)	
	<b>Vendor Total:</b>		<b>0.00</b>
AHLERS & COONEY, P.C.	LEGAL SERVICES	120.00	
AHLERS & COONEY, P.C.	LEGAL SERVICES	2,798.00	
	<b>Vendor Total:</b>		<b>2,918.00</b>
AMAZON	SUPPLIES/NURSE	23.82	
AMAZON	PRINCIPLE OF PATH BOOK/FISHER	22.14	
AMAZON	KEYBOARD PROTECTOR/J DEVORE	17.49	
AMAZON	MAKE IT STICK BOOKS/MS/TAYLOR	83.36	
AMAZON	IPAD/MS/HARSKAMP	279.00	
AMAZON	INST SUPP/HOMESCHOOL	19.90	
AMAZON	BLLUE OCEAN STRATEGY BOOK/FISHER	29.90	
AMAZON	PORTABLE DRIVE/J DEVORE	699.99	
AMAZON	IRRESTIBLE BOOK/FISHER	18.49	
AMAZON	SUPPLIES/NURSE	17.99	
AMAZON	TEACH LIKE A CHAMPION BOOKS/MS/TAYLOR	39.18	
AMAZON	INST SUPP/HOMESCHOOL	15.92	
AMAZON	SUPPLIES/CO	19.09	
AMAZON	THE MOTIVE BOOK/FISHER	17.38	
AMAZON	IPAD/J DEVORE	279.00	
AMAZON	MOTIVATE THE UNMOTIVATED BOOKS/MS/TAYLOR	37.30	



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User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
AMAZON	LIGHTS/J DEVORE	170.99	
AMAZON	DISIPLINE WITH DIGNITY BOOKS/MS/TAYLOR	28.58	
AMAZON	INST SUPP/HOMESCHOOL	9.13	
AMAZON	MEMORY CARD CARRYING CASE/J DEVORE	9.99	
AMAZON	SUPPLIES/NURSE	27.92	
AMAZON	INST SUPP/HOMESCHOOL	9.95	
AMAZON	IPAD CASE/MS/HARSKAMP	39.99	
AMAZON	VISIONEERING BOOK/FISHER	45.11	
AMAZON	TELEPROMPTER/MS/HARSKAMP	229.00	
AMAZON	DISCIPLINE WITH DIGNITY BOOK/MS/TAYLOR	14.29	
AMAZON	SUPPLIES/NURSE	21.51	
AMAZON	MAKING VISION STICK BOOK/FISHER	34.66	
	<b>Vendor Total:</b>		<b>2,261.07</b>
APPLE COMPUTER INC	LAPTOP/J DEVORE	1,199.00	
	<b>Vendor Total:</b>		<b>1,199.00</b>
ARNOLD MOTOR SUPPLY, LLP	PARTS/BUS BARN	4.39	
	<b>Vendor Total:</b>		<b>4.39</b>
ASCA CONFERENCE	CONF REG/H/MOEN	189.00	
	<b>Vendor Total:</b>		<b>189.00</b>
BAKER ENTERPRISES, INC	COLLEGE GROUNDS DIRT PILE EXCAVATING	5,855.02	
	<b>Vendor Total:</b>		<b>5,855.02</b>
BEST BUY STORE	IPAD/MS/HARSKAMP	249.99	
	<b>Vendor Total:</b>		<b>249.99</b>
BLUE BIRD PHOTOGRAPHY	GRAPHIC DESIGN/J DEVORE	320.00	
	<b>Vendor Total:</b>		<b>320.00</b>
BOGGESE, KELLIE	REIMB SUPPLIES	151.92	
	<b>Vendor Total:</b>		<b>151.92</b>
CARQUEST AUTO PARTS OF CC	PARTS/BUS BARN	8.52	
CARQUEST AUTO PARTS OF CC	PARTS/BUS 18	336.89	
CARQUEST AUTO PARTS OF CC	PARTS/BUS 18	40.80	
CARQUEST AUTO PARTS OF CC	CREDIT/BUS 18	(336.89)	

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13 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
CARQUEST AUTO	PARTS OF CC		
	PARTS/BUS BARN	43.22	
CARQUEST AUTO	PARTS OF CC		
	PARTS/BUS 18	38.92	
CARQUEST AUTO	PARTS OF CC		
	PARTS/BUS 1	4.54	
CARQUEST AUTO	PARTS OF CC		
	PARTS/BUS 7	15.64	
CARQUEST AUTO	PARTS OF CC		
	PARTS/BUS 20	32.72	
CARQUEST AUTO	PARTS OF CC		
	PARTS/TORO RAKE/B & G	9.27	
CARQUEST AUTO	PARTS OF CC		
	PARTS/BUS BARN	6.87	
	<b>Vendor Total:</b>		<b>200.50</b>
CENTRAL LOCK SECURITY			
	LINC LOCK REPAIR/B & G	144.00	
	<b>Vendor Total:</b>		<b>144.00</b>
CENTRAL RIVERS AREA EDUCATION AGENCY			
	COMET COMMITMENT POSTCARDS/WASH	39.00	
	BEHAVIOR FORMS/WASH OFFICE	37.80	
	INST SUPP/WASH/BAILEY	90.00	
CENTRAL RIVERS AREA EDUCATION AGENCY			
	STRATEGIC PLAN/J DEVORE	76.00	
	MASH POSTER/J DEVORE	14.00	
	OPENING NIGHT POSTCARD DESIGN/J DEVORE	22.00	
	COMET CHORUS BROCHURE/J DEVORE	40.00	
CENTRAL RIVERS AREA EDUCATION AGENCY			
	LAPTOP CASE/J DEVORE	22.76	
	<b>Vendor Total:</b>		<b>341.56</b>
CENTURY LINK			
	WASH LD	8.73	
	MS LD	11.31	
	HS LD	7.43	
	SUPT LD	9.59	
	TECH DEPT LD	0.90	
	BUS BARN LD	0.90	
	LINC LD	7.18	
CENTURY LINK			
	BUS BARN LD	0.90	
	SUPT LD	9.09	
	HS LD	7.30	
	MS LD	14.81	
	LINC LD	6.30	
	WASH LD	7.30	
	TECH DEPT LD	0.90	
	<b>Vendor Total:</b>		<b>92.64</b>
CENTURY LINK			
	WASH PHONE	317.52	
	GAS LINE	35.28	

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13 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
CENTURY LINK			
	TECH DEPT PHONE	58.80	
	BUS BARN PHONE	58.80	
	LINC PHONE	258.72	
	GAS LINE	35.28	
CENTURY LINK			
	HS PHONE	317.52	
	GAS LINE	35.28	
CENTURY LINK			
	GAS LINE	35.28	
	SUPT PHONE	258.72	
CENTURY LINK			
	TECH DEPT PHONE	56.00	
	BUS BARN PHONE	56.00	
	LINC PHONE	244.72	
	GAS LINE	35.28	
CENTURY LINK			
	JUNE RADIO LOOP	76.00	
CENTURY LINK			
	WASH PHONE	300.72	
	GAS LINE	35.28	
CENTURY LINK			
	SUPT PHONE	244.72	
	GAS LINE	35.28	
CENTURY LINK			
	HS PHONE	300.72	
	GAS LINE	35.28	
	<b>Vendor Total:</b>		<b>2,831.20</b>
CHARLES CITY PRESS			
	REDI REFERENCE AD/J DEVORE	399.00	
CHARLES CITY PRESS			
	REG SESSION 5/26/20	117.04	
CHARLES CITY PRESS			
	PUBLIC HEARING/FLEXIBILITY FUND 6/22/20	15.14	
CHARLES CITY PRESS			
	REG SESSION 6/8/20	262.54	
CHARLES CITY PRESS			
	MS CO-PRINCIPAL SESSION 6/9/20	19.73	
CHARLES CITY PRESS			
	REG SESSION 6/22/20	152.84	
	<b>Vendor Total:</b>		<b>966.29</b>
CITY LAUNDERING CO.			
	TOWELS/BUS BARN	73.14	
	<b>Vendor Total:</b>		<b>73.14</b>
CITY OF CHARLES CITY			
	GROUNDS BUILDING WATER	51.76	
CITY OF CHARLES CITY			
	LINC WATER	287.84	
CITY OF CHARLES CITY			
	MS WATER	242.91	
CITY OF CHARLES CITY			
	WASH WATER	188.83	
CITY OF CHARLES CITY			

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13 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	HS WATER	363.63	
CITY OF CHARLES CITY	BUS BARN WATER	78.57	
	<b>Vendor Total:</b>		<b>1,213.54</b>
CLARK, LORI	MOTHER MEMORIAL	30.00	
	<b>Vendor Total:</b>		<b>30.00</b>
CONTINENTAL CLAY COMPANY	INST SUPP/MS/MCINROY	45.50	
	<b>Vendor Total:</b>		<b>45.50</b>
DIRECTNIC	WEBSITE SSL CERTIFICATE/J DEVORE	42.00	
	<b>Vendor Total:</b>		<b>42.00</b>
DJI.com	DRONE/SUPPLIES/J DEVORE	533.93	
	<b>Vendor Total:</b>		<b>533.93</b>
EBAY	PARTS/B & G	57.78	
	<b>Vendor Total:</b>		<b>57.78</b>
EMOTIONAL ABCs	SUBSCRIPTION/LINC/HAGENSICK	14.95	
	<b>Vendor Total:</b>		<b>14.95</b>
FAMILY DEVELOPMENT RESOURCES, INC	BOOKS/SUPPLIES/LOKEN	5,171.95	
	<b>Vendor Total:</b>		<b>5,171.95</b>
Five In A Row Publishing	INST SUPP/HOMESCHOOL	54.72	
	<b>Vendor Total:</b>		<b>54.72</b>
FRANKLIN COVEY CLIENT SALES, INC	(3) LEADER IN ME CERTIFICATION & DEVELOP	10,500.00	
FRANKLIN COVEY CLIENT SALES, INC	LEADER IN ME COACHING	7,000.00	
	DISTRICT MEMBERSHIP	1,500.00	
	<b>Vendor Total:</b>		<b>19,000.00</b>
GASTON, SAM	REIMB FUEL	10.00	
	<b>Vendor Total:</b>		<b>10.00</b>
GORDON FLESCH COMPANY	COPIER MAINT/CO 3/20/20-5/27/20	170.30	
	<b>Vendor Total:</b>		<b>170.30</b>
HARRISON TRUCK CENTERS, INC	PARTS/BUS 7	735.34	
	<b>Vendor Total:</b>		<b>735.34</b>
HEARTLAND PAPER CO	CLEANING SUPPLIES/B & G	81.00	
HEARTLAND PAPER CO	CLEANING SUPPLIES/B & G	68.67	
HEARTLAND PAPER CO	CLEANING SUPPLIES/B & G	1,398.33	
HEARTLAND PAPER CO	VAC BAGS/B & G	33.55	
HEARTLAND PAPER CO	VAC BAGS/B & G	44.52	
HEARTLAND PAPER CO			

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User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	CREDIT/B & G	(24.23)	
HEARTLAND PAPER CO			
	CLEANING SUPPLIES/B & G	764.45	
HEARTLAND PAPER CO			
	CLEANING SUPPLIES/B & G	116.40	
	<b>Vendor Total:</b>		<b>2,482.69</b>
HERFF JONES, INC			
	CAPS & GOWNS/ALT HS	321.15	
	<b>Vendor Total:</b>		<b>321.15</b>
HOBBY LOBBY			
	PICTURE FRAMES/HS	102.19	
HOBBY LOBBY			
	PICTURE FRAMES/HS	38.36	
	<b>Vendor Total:</b>		<b>140.55</b>
HY VEE			
	SUPPLIES/NURSE	64.92	
HY VEE			
	SNACKS/DRINKS/PRESCHOOL	63.32	
HY VEE			
	SNACKS/DRINKS/PRESCHOOL	40.04	
HY VEE			
	SNACKS/DRINKS/PRESCHOOL	48.15	
HY VEE			
	SNACKS/DRINKS/PRESCHOOL	41.07	
HY VEE			
	SNACKS/DRINKS/PRESCHOOL	46.61	
HY VEE			
	SNACKS/DRINKS/PRESCHOOL	42.42	
HY VEE			
	SNACKS/DRINKS/PRESCHOOL	43.97	
HY VEE			
	WELCOME BACK SUPPLIES/WASH	47.67	
HY VEE			
	SUPPLIES/WASH/1ST GR HALLOWEEN	138.51	
HY VEE			
	SUPPLIES/WASH/HALLOWEEN	81.44	
HY VEE			
	SUPPLIES/WASH/GINGERBREAD HOUSES	102.75	
HY VEE			
	SUPPLIES/WASH/1ST GR READING CELEBRATION	40.00	
HY VEE			
	SUPPLIES/WASH/1ST GR THANKSGIVING FEAST	25.00	
HY VEE			
	SUPPLIES/WASH/1ST GR THANKSGIVING FEAST	185.46	
HY VEE			
	SUPPLIES/WASH/GINGERBREAD HOUSES	193.00	
HY VEE			
	SUPPLIES/MS STAFF DEVELOPMENT	110.00	
HY VEE			
	INST SUPP/MS HOME EC	3.80	
HY VEE			
	INST SUPP/MS HOME EC	22.03	
HY VEE			
	INST SUPP/MS HOME EC	125.27	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
HY VEE	INST SUPP/MS HOME EC	8.08	
HY VEE	INST SUPP/MS HOME EC	13.76	
HY VEE	INST SUPP/MS HOME EC	21.75	
HY VEE	INST SUPP/MS HOME EC	81.10	
HY VEE	INST SUPP/MS HOME EC	40.30	
HY VEE	INST SUPP/MS HOME EC	27.56	
HY VEE	INST SUPP/HS/D FORSYTH	61.05	
	<b>Vendor Total:</b>		<b>1,719.03</b>
IASBO	2020-2021 MEMBERSHIP/T O'BRIEN	175.00	
	<b>Vendor Total:</b>		<b>175.00</b>
IMPACT 7G	OPERATIONS & MAINT REFRESHER/K FISHER	125.00	
	OPERATIONS & MAINT REFRESHER/BLAIR	125.00	
	<b>Vendor Total:</b>		<b>250.00</b>
IOWA DEPARTMENT OF HUMAN SERVICES	MAY 20 NON-FEDERAL SHARE OF MEDICAID	(13,589.90)	
IOWA DEPARTMENT OF HUMAN SERVICES	JUNE 20 NON-FEDERAL SHARE OF MEDICAID	32,588.06	
	<b>Vendor Total:</b>		<b>18,998.16</b>
IOWA DIVISION OF LABOR SERVICES	HS BOILER INSPECTION/B & G	120.00	
	WASH BOILER INSPECTION/B & G	80.00	
	MS BOILER INSPECTION/B & G	80.00	
	<b>Vendor Total:</b>		<b>280.00</b>
ITECH	REPAIRS/TECH DEPT	59.99	
	<b>Vendor Total:</b>		<b>59.99</b>
JENDRO SANITATION	JUNE SERVICES	576.00	
	<b>Vendor Total:</b>		<b>576.00</b>
JOHN DEERE FINANCIAL	SUPPLIES/B & G	43.14	
JOHN DEERE FINANCIAL	SUPPLIES/B & G	21.16	
	SUPPLIES/B & G	94.98	
	GREASE GUN/BUS BARN	19.99	
JOHN DEERE FINANCIAL	LAWN SWEEP/B & G	279.99	
JOHN DEERE FINANCIAL	SUPPLIES/B & G	24.77	
JOHN DEERE FINANCIAL	SUPPLIES/B & G	30.84	
JOHN DEERE FINANCIAL	JACK/BUS BARN	31.99	
JOHN DEERE FINANCIAL	PARTS/BUS BARN	39.98	

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User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
JOHN DEERE FINANCIAL	TIRES/BUS BARN	95.98	
JOHN DEERE FINANCIAL	TRIMMER LINE/B & G	14.39	
JOHN DEERE FINANCIAL	HOSE/NOZZLE/B & G	52.97	
	<b>Vendor Total:</b>		<b>750.18</b>
JOHNSON, CALEY	REIMB POSTAGE	23.30	
	<b>Vendor Total:</b>		<b>23.30</b>
KEYSTONE LABORATORIES INC	WASH WATER TEST	12.50	
	<b>Vendor Total:</b>		<b>12.50</b>
KWIK TRIP	CO GASAHOL	101.74	
	B & G DIESEL	64.92	
	B & G GASAHOL	850.59	
	BUS DIESEL	646.13	
KWIK TRIP	B & G DIESEL	119.91	
	B & G GASAHOL	525.91	
	CO GASAHOL	63.08	
	<b>Vendor Total:</b>		<b>2,372.28</b>
L & J WELDING	INST SUPP/HS/SPURGIN	9.40	
	<b>Vendor Total:</b>		<b>9.40</b>
LEEPER, SUSAN	FATHER MEMORIAL	30.00	
	<b>Vendor Total:</b>		<b>30.00</b>
LESSIN SUPPLY COMPANY	PARTS/BUS BARN	16.88	
LESSIN SUPPLY COMPANY	PARTS/BUS BARN	52.94	
LESSIN SUPPLY COMPANY	PARTS/BUS BARN	18.49	
	<b>Vendor Total:</b>		<b>88.31</b>
LEXIA	SUBSCRIPTION RENEWAL/LINC/ELI	7,800.00	
	<b>Vendor Total:</b>		<b>7,800.00</b>
LOKEN, SUE	REIMB SUPPLIES/NURTURING PARENTING	232.04	
	<b>Vendor Total:</b>		<b>232.04</b>
MAIN STREET DRUG	(4) THERMOMETERS/IC	261.80	
	<b>Vendor Total:</b>		<b>261.80</b>
MARCO, INC	PRINTER MAINT/TRUE UP/LINC	24.47	
MARCO, INC	PRINTER MAINT/TRUE UP/ALT HS	201.80	
	PRINTER MAINT/TRUE UP/HS	646.25	
	PRINTER MAINT/TRUE UP/MS	262.29	
	PRINTER MAINT/TRUE UP/LINC	1,035.15	
	PRINTER MAINT/TRUE UP/WASH	3,691.63	



<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
		<b>Vendor Total:</b>	<b>5,861.59</b>
MASON CITY COMM. SCHOOLS			
	FOUR OAKS TUITION/ELEM STUDENT	3,394.16	
		<b>Vendor Total:</b>	<b>3,394.16</b>
MASTERCLASS			
	SUBSCRIPTION/FISHER	180.00	
		<b>Vendor Total:</b>	<b>180.00</b>
MATT MCMANUS IMPACT, LLC			
	GOLD & SILVER CORDS/HS	525.60	
		<b>Vendor Total:</b>	<b>525.60</b>
MEDIACOM			
	INTERNET/ALT HS 6/17/20-7/16/20	149.95	
		<b>Vendor Total:</b>	<b>149.95</b>
MERCY ONE NORTH IOWA CLINICS			
	TB TESTING/AIDE	261.00	
		<b>Vendor Total:</b>	<b>261.00</b>
MID AMERICAN ENERGY COMPANY			
	WASH GAS	54.18	
MID AMERICAN ENERGY COMPANY			
	WASH GAS	103.07	
MID AMERICAN ENERGY COMPANY			
	BUS BARN ELEC	296.73	
	BUS BARN GAS	32.94	
MID AMERICAN ENERGY COMPANY			
	FOOTBALL COMPLEX ELEC	236.96	
MID AMERICAN ENERGY COMPANY			
	GROUNDS BUILDING ELEC	79.60	
MID AMERICAN ENERGY COMPANY			
	GROUNDS BUILDING GAS	37.92	
MID AMERICAN ENERGY COMPANY			
	WASH ELEC	4,788.16	
MID AMERICAN ENERGY COMPANY			
	LINC ELEC	1,038.81	
MID AMERICAN ENERGY COMPANY			
	HS ELEC	6,158.75	
MID AMERICAN ENERGY COMPANY			
	HS ELEC	156.99	
MID AMERICAN ENERGY COMPANY			
	HS SENTRY LIGHTS	22.49	
MID AMERICAN ENERGY COMPANY			
	SPORTSMAN'S PARK ELEC	53.22	
		<b>Vendor Total:</b>	<b>13,059.82</b>
MIDWEST ALARM SERVICES			
	WASH BURG MONTORING/SERVICES/B & G	120.00	
MIDWEST ALARM SERVICES			
	WASH FIRE MONTORING/SERVICES/B & G	120.00	
MIDWEST ALARM SERVICES			
	MS MONTORING/SERVICES/B & G	240.00	
MIDWEST ALARM SERVICES			
	HS MONTORING/SERVICES/B & G	240.00	
MIDWEST ALARM SERVICES			
	LINC MONTORING/SERVICES/B & G	240.00	
MIDWEST ALARM SERVICES			
	WASH FIRE INSPECTION/B & G	1,047.90	

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<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
MIDWEST ALARM SERVICES	HS FIRE INSPECTION/B & G	1,096.68	
MIDWEST ALARM SERVICES	LINC FIRE INSPECTION/B & G	538.38	
MIDWEST ALARM SERVICES	MS FIRE INSPECTION/B & G	1,079.46	
MIDWEST ALARM SERVICES	TRANS CENTER FIRE INSPECTION/B & G	42.36	
MIDWEST ALARM SERVICES	VEHICLE FIRE INSPECTION/B & G	89.16	
	<b>Vendor Total:</b>		<b>4,853.94</b>
MIDWEST BUS PARTS, INC	PARTS/BUS BARN	40.09	
MIDWEST BUS PARTS, INC	PARTS/BUS 2	152.79	
MIDWEST BUS PARTS, INC	PARTS/BUS 10	190.75	
MIDWEST BUS PARTS, INC	PARTS/BUS 14	40.38	
	<b>Vendor Total:</b>		<b>424.01</b>
MIKE'S C & O TIRE SERVICE	TIRES/BUS BARN	350.56	
MIKE'S C & O TIRE SERVICE	TIRES/BUS BARN	903.34	
	<b>Vendor Total:</b>		<b>1,253.90</b>
MILLER, LISA	REIMB 3 MONTHS HOT SPOT/COVID	129.50	
MILLER, LISA	REIMB TRAVEL	88.07	
	<b>Vendor Total:</b>		<b>217.57</b>
MONK DEVELOPMENT INC	WEBSITE DESIGN & DEVELOPMENT/J DEVORE	675.00	
MONK DEVELOPMENT INC	6/1/20-6/30/20 WEBSITE/J DEVORE	185.00	
	<b>Vendor Total:</b>		<b>860.00</b>
NAPA OF NEW HAMPTON	PARTS/BUS 10	243.99	
	<b>Vendor Total:</b>		<b>243.99</b>
NASSP/NHS	NHS DUES/HS/VOVES	385.00	
	<b>Vendor Total:</b>		<b>385.00</b>
NORTH IOWA LAWN & SPORTS	PARTS/PUSH MOWER/B & G	22.47	
	PARTS/3500D/B & G	645.57	
	PARTS/325D/B & G	631.90	
NORTH IOWA LAWN & SPORTS	PARTS/MOWERS/B & G	74.91	
NORTH IOWA LAWN & SPORTS	PARTS/MOWERS/B & G	69.21	
	<b>Vendor Total:</b>		<b>1,444.06</b>
NORTHERN TOOL & EQUIPMENT	CORN & BEAN PLATER/HS/SPURGIN	1,059.61	
	<b>Vendor Total:</b>		<b>1,059.61</b>
O'REILLY AUTO PARTS			

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	PARTS/BUS 18	9.79	
O'REILLY AUTO	PARTS		
	PARTS/BUS BARN	320.82	
O'REILLY AUTO	PARTS		
	PARTS/BUS 20	13.16	
O'REILLY AUTO	PARTS		
	PARTS/BUS BARN	41.58	
O'REILLY AUTO	PARTS		
	CREDIT/BUS BARN	(330.82)	
O'REILLY AUTO	PARTS		
	PARTS/SILVER CAR	14.68	
O'REILLY AUTO	PARTS		
	PARTS/BUS 18	28.33	
O'REILLY AUTO	PARTS		
	CARBON STEEL/BUS BARN	5.49	
O'REILLY AUTO	PARTS		
	PARTS/BUS 18	13.78	
O'REILLY AUTO	PARTS		
	PARTS/BUS 13	399.60	
O'REILLY AUTO	PARTS		
	CREDIT/BUS 18	(66.00)	
O'REILLY AUTO	PARTS		
	PARTS/BUS BARN	399.60	
O'REILLY AUTO	PARTS		
	CREDIT/BUS 13	(399.60)	
O'REILLY AUTO	PARTS		
	PARTS/BUS BARN	6.99	
O'REILLY AUTO	PARTS		
	PARTS/BUS BARN	45.28	
O'REILLY AUTO	PARTS		
	PARTS/BUS 10	17.65	
O'REILLY AUTO	PARTS		
	PARTS/BUS BARN	27.98	
O'REILLY AUTO	PARTS		
	PARTS/BUS 20	39.64	
O'REILLY AUTO	PARTS		
	PARTS/GOLD TRUCK/B & G	6.06	
O'REILLY AUTO	PARTS		
	PARTS/BUS 13, 7	43.97	
	<b>Vendor Total:</b>	<b>637.98</b>	
ORIENTAL TRADING CO INC			
	SUPPLIES/WASH COMET CART	117.69	
ORIENTAL TRADING CO INC			
	SUPPLIES/WASH COMET CART	387.28	
	<b>Vendor Total:</b>	<b>504.97</b>	
OSAGE COMMUNITY SCHOOL			
	CONCURRENT COURSES/HS STUDENT	89.44	
	<b>Vendor Total:</b>	<b>89.44</b>	
PITNEY BOWES			
	METER RENTAL 4/1/20-6/30/20	156.00	
	<b>Vendor Total:</b>	<b>156.00</b>	
PIZZA RANCH			
	PIZZAS/MS PROFESSIONAL DEVELOPMENT	38.00	
	<b>Vendor Total:</b>	<b>38.00</b>	

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<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
POLLARD			
	PEST CONTROL/LINC	41.60	
	PEST CONTROL/WASH	41.60	
	PEST CONTROL/HS	57.20	
	PEST CONTROL/MS	41.60	
	<b>Vendor Total:</b>		<b>182.00</b>
ROCKLER			
	2HP DUST COLLECTOR/HS/JURRENS	2,168.10	
	3HP DUST COLLECTOR/HS/JURRENS	2,348.10	
ROCKLER			
	DUST COLLECTOR SUPPLIES/HS/WHITE	1,104.46	
	<b>Vendor Total:</b>		<b>5,620.66</b>
SANDY'S SIGN SHOP			
	MISC INDOOR SIGNAGE/J DEVORE	1,004.50	
	<b>Vendor Total:</b>		<b>1,004.50</b>
SCHOOL BUS SALES COMPANY			
	PARTS/BUS BARN	158.08	
SCHOOL BUS SALES COMPANY			
	PARTS/BUS BARN	314.47	
SCHOOL BUS SALES COMPANY			
	PARTS/BUS BARN	1,748.70	
	<b>Vendor Total:</b>		<b>2,221.25</b>
SCHOOLPAY			
	SCHOOL PAY SERVICE FEE	0.30	
SCHOOLPAY			
	SCHOOL PAY SERVICE FEE	14.98	
	<b>Vendor Total:</b>		<b>15.28</b>
SCHUETH ACE HARDWARE			
	(3) POWERWASHERS/B & G	296.97	
	MOWER/B & G	339.99	
SCHUETH ACE HARDWARE			
	NIPPLE/B & G	1.34	
SCHUETH ACE HARDWARE			
	PAINT/B & G	53.98	
SCHUETH ACE HARDWARE			
	BATTERIES/B & G	8.99	
SCHUETH ACE HARDWARE			
	PAINT/SUPPLIES/B & G	83.63	
SCHUETH ACE HARDWARE			
	TAPE/B & G	8.99	
SCHUETH ACE HARDWARE			
	PAINT/B & G	53.98	
SCHUETH ACE HARDWARE			
	CREDIT/B & G	(35.09)	
SCHUETH ACE HARDWARE			
	PAINT/B & G	26.99	
SCHUETH ACE HARDWARE			
	PAINT/B & G	53.98	
SCHUETH ACE HARDWARE			
	CLEANING SUPPLIES/BOSES	125.96	
SCHUETH ACE HARDWARE			
	PAINT/B & G	53.98	
SCHUETH ACE HARDWARE			
	PAINT/B & G	26.99	

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<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
SCHUETH ACE HARDWARE	PAINT/B & G	53.98	
SCHUETH ACE HARDWARE	PAINT/B & G	80.97	
SCHUETH ACE HARDWARE	PARTS/BUS BARN	8.09	
SCHUETH ACE HARDWARE	PAINT/B & G	80.97	
	<b>Vendor Total:</b>		<b>1,324.69</b>
SCREENCASTIFY, LLC	SUBSCRIPTION/MS/ANDERSON	29.00	
	<b>Vendor Total:</b>		<b>29.00</b>
SHAPE AMERICA	CREDIT/MS/ROGOTZKE	(425.00)	
SHAPE AMERICA	CREDIT/HS/STALLSMITH	(530.00)	
	<b>Vendor Total:</b>		<b>(955.00)</b>
SHERWIN-WILLIAMS COMPANY	SUPPLIES/B & G	57.95	
	<b>Vendor Total:</b>		<b>57.95</b>
SINGAPORE MATH, INC	INST SUPP/HOMESCHOOL	57.60	
	<b>Vendor Total:</b>		<b>57.60</b>
STAPLES ADVANTAGE	SUPPLIES/TECH DEPT	112.68	
STAPLES ADVANTAGE	SUPPLIES/TECH DEPT	4.58	
	<b>Vendor Total:</b>		<b>117.26</b>
STREET SMARTS LLC	DRIVER'S ED/SUMMER 2020	5,113.65	
	<b>Vendor Total:</b>		<b>5,113.65</b>
SUPERIOR LUMBER INC	CREDIT/B & G	(21.32)	
SUPERIOR LUMBER INC	DRYWALL/B & G	9.98	
	<b>Vendor Total:</b>		<b>(11.34)</b>
TIMBERLINE BILLING SERVICE LLC	MEDICAID BILLING	4,042.42	
	<b>Vendor Total:</b>		<b>4,042.42</b>
TRANE U.S. INC.	FLAMEROD/B & G	85.62	
TRANE U.S. INC.	FLAMEROD/B & G	(85.62)	
	<b>Vendor Total:</b>		<b>0.00</b>
TRIUMPH SURPLUS	UPS/B & G	8.95	
	<b>Vendor Total:</b>		<b>8.95</b>
US CELLULAR	CELL PHONES/TECH DEPT	148.15	
	CELL PHONE/B & G	73.16	
	CELL PHONE/ON CALL	43.06	
	CELL PHONE/ALT HS	74.85	
	CELL PHONE/TAP	37.06	

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<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	CELL PHONE/TAP	34.96	
US CELLULAR			
	CELL PHONES/TECH DEPT	133.31	
	{2} HOT SPOTS/TECH DEPT	153.52	
	Reversal: {2} HOT SPOTS/TECH DEPT	(153.52)	
	Correction: {2} HOT SPOTS/TECH DEPT	153.52	
	CELL PHONE/ON CALL	42.13	
	CELL PHONE/B & G	72.23	
	CELL PHONE/ALT HS	73.91	
	CELL PHONE/TAP	34.96	
	CELL PHONE/TAP	36.12	
	<b>Vendor Total:</b>		<b>957.42</b>
WAVERLY-SHELL ROCK COMMUNITY SCHOOLS			
	SHARED CONTRACT	17,512.30	
	<b>Vendor Total:</b>		<b>17,512.30</b>
WOOD RIVER ENERGY LLC			
	MS GAS	857.23	
	HS GAS	1,747.99	
	LINC GAS	521.63	
WOOD RIVER ENERGY LLC			
	HS GAS	160.21	
	MS GAS	101.92	
	LINC GAS	85.57	
	<b>Vendor Total:</b>		<b>3,474.55</b>
WRIGHT EXPRESS			
	CO GAS CARD	4.00	
	<b>Vendor Total:</b>		<b>4.00</b>
WRITE SHOP			
	INST SUPP/HOMESCHOOL	143.40	
	<b>Vendor Total:</b>		<b>143.40</b>
ZIEGLER INC			
	PARTS/BUS 18	93.88	
	<b>Vendor Total:</b>		<b>93.88</b>
ZOOM			
	SUBSCRIPTION/J DEVORE	149.80	
	<b>Vendor Total:</b>		<b>149.80</b>
	<b>Fund Total:</b>		<b>159,752.84</b>
	<b>Fund: 21 STUDENT ACTIVITY FUND</b>		
ANDERSON'S MIDDLE ZONE			
	SUPPLIES/PROM	511.40	
ANDERSON'S MIDDLE ZONE			
	SUPPLIES/PROM	123.94	
	<b>Vendor Total:</b>		<b>635.34</b>
ATLANTIC COCOA-COLA			
	CONCESSIONS	158.60	
	<b>Vendor Total:</b>		<b>158.60</b>
BETHKE, MATT			
	VAR SOFTBALL OFF 7/1/20	108.20	
BETHKE, MATT			
	VAR SOFTBALL OFF 6/19/20	95.00	
	<b>Vendor Total:</b>		<b>203.20</b>
BOYD, BILL			

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<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	VAR BASEBALL OFF 6/19/20	110.94	
	<b>Vendor Total:</b>		<b>110.94</b>
CHRISTENSEN, TIMOTHY	JV BASEBALL OFF 6/29/20	75.00	
CHRISTENSEN, TIMOTHY	JJV SOFTBALL OFF 6/24/20	75.00	
	<b>Vendor Total:</b>		<b>150.00</b>
DEARMOUN, MONTE	JJV SOFTBALL OFF 6/30/20	75.00	
	<b>Vendor Total:</b>		<b>75.00</b>
DECKER SPORTING GOODS	SUPPLIES/SOFTBALL	178.13	
	SUPPLIES/SOFTBALL	178.12	
DECKER SPORTING GOODS	SUPPLIES/SOFTBALL	138.15	
	SUPPLIES/SOFTBALL	138.15	
DECKER SPORTING GOODS	SUPPLIES/SOCCER	405.00	
	<b>Vendor Total:</b>		<b>1,037.55</b>
DEUTMEYER, DEAN	VAR SOFTBALL OFF 6/23/20	95.00	
	<b>Vendor Total:</b>		<b>95.00</b>
DIETZ, PATRICIA	VAR SOFTBALL OFF 7/7/20	95.00	
DIETZ, PATRICIA	VAR SOFTBALL OFF 6/26/20	95.00	
	<b>Vendor Total:</b>		<b>190.00</b>
DIETZ, RAY	VAR SOFTBALL OFF 7/7/20	103.58	
DIETZ, RAY	VAR SOFTBALL OFF 6/26/20	105.23	
	<b>Vendor Total:</b>		<b>208.81</b>
DOWNING, JORDAN	JV BASEBALL OFF 7/2/20	75.00	
	<b>Vendor Total:</b>		<b>75.00</b>
EMERSON, BRANDON	9 BASEBALL OFF 7/7/20	75.00	
EMERSON, BRANDON	JV BASEBALL OFF 6/29/20	75.00	
EMERSON, BRANDON	9 BASEBALL OFF 7/6/20	75.00	
EMERSON, BRANDON	JV BASEBALL OFF 7/9/20	75.00	
	<b>Vendor Total:</b>		<b>300.00</b>
FARMER'S FEED AND GRAIN	CROP FERTILIZER/FFA	1,428.00	
FARMER'S FEED AND GRAIN	CROP FERTILIZER/FFA	995.00	
FARMER'S FEED AND GRAIN	CROP FERTILIZER/FFA	2,324.09	
	<b>Vendor Total:</b>		<b>4,747.09</b>
FIEROVA, THOMAS	JJV SOFTBALL OFF 6/30/20	75.00	

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<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	<b>Vendor Total:</b>		<b>75.00</b>
GIELAU, AL			
	VAR BASEBALL OFF 6/30/20	112.92	
GIELAU, AL			
	JJV SOFTBALL OFF 6/29/20	75.00	
GIELAU, AL			
	JJV SOFTBALL OFF 7/6/20	75.00	
GIELAU, AL			
	VAR SOFTBALL OFF 7/10/20	95.00	
GIELAU, AL			
	VAR BASEBALL OFF 6/16/20	105.00	
	<b>Vendor Total:</b>		<b>462.92</b>
HARTER, MIKE			
	VAR SOFTBALL OFF 6/23/20	114.80	
	<b>Vendor Total:</b>		<b>114.80</b>
HOPPEL, SCOTT			
	VAR BASEBALL OFF 6/19/20	105.00	
	<b>Vendor Total:</b>		<b>105.00</b>
IOWA HIGH SCHL SPEECH ASN			
	ENTRY FEE/DISTRICT INDIVIDUAL	176.00	
	<b>Vendor Total:</b>		<b>176.00</b>
JENSEN, STEVEN			
	JJV SOFTBALL 6/17/20	75.00	
	<b>Vendor Total:</b>		<b>75.00</b>
JOHANNINGMEIER, CARTER			
	JV BASEBALL OFF 7/2/20	75.00	
JOHANNINGMEIER, CARTER			
	JV BASEBALL OFF 7/9/20	75.00	
JOHANNINGMEIER, CARTER			
	9 BASEBALL OFF 6/26/20	75.00	
JOHANNINGMEIER, CARTER			
	JV BASEBALL OFF 6/18/20	75.00	
	<b>Vendor Total:</b>		<b>300.00</b>
JOHN DEERE FINANCIAL			
	SUPPLIES/FFA	12.49	
	<b>Vendor Total:</b>		<b>12.49</b>
KRUKOW, ARNOLD			
	VAR SOFTBALL OFF 6/15/20	102.92	
	<b>Vendor Total:</b>		<b>102.92</b>
LYNCH, JACK			
	JJV SOFTBALL OFF 7/6/20	75.00	
	<b>Vendor Total:</b>		<b>75.00</b>
MARLEY, JAY			
	VAR BASEBALL OFF 6/23/20	114.90	
	<b>Vendor Total:</b>		<b>114.90</b>
NEW HOLLAND CREDIT			
	TRACTOR SWITCH/FFA	47.00	
	<b>Vendor Total:</b>		<b>47.00</b>
NEWTON, JEFFREY			
	VAR SOFTBALL OFF 7/1/20	95.00	
NEWTON, JEFFREY			
	VAR SOFTBALL OFF 7/10/20	127.60	
NEWTON, JEFFREY			
	VAR SOFTBALL OFF 6/19/20	127.60	



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<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
		<b>Vendor Total:</b>	<b>350.20</b>
OTTO'S OASIS			
	MAPLE TREE/FAIRGROUNDS/FFA	839.00	
		<b>Vendor Total:</b>	<b>839.00</b>
PIZZA HUT			
	CUSTODIAL PIZZA PARTY/FFA	79.11	
PIZZA HUT			
	CUSTODIAL PIZZA PARTY/FFA	63.71	
		<b>Vendor Total:</b>	<b>142.82</b>
REINDL, MIKE			
	9 BASEBALL OFF 7/7/20	75.00	
		<b>Vendor Total:</b>	<b>75.00</b>
RITTER, JEFF			
	JV SOFTBALL OFF 7/2/20	90.00	
RITTER, JEFF			
	JJV SOFTBALL OFF 7/9/20	75.00	
		<b>Vendor Total:</b>	<b>165.00</b>
ROGERS, KEITH			
	JV SOFTBALL OFF 6/29/20	75.00	
		<b>Vendor Total:</b>	<b>75.00</b>
SAHR, NATHAN			
	VAR BASEBALL OFF 7/3/20	112.22	
SAHR, NATHAN			
	VAR BASEBALL OFF 6/16/20	112.22	
		<b>Vendor Total:</b>	<b>224.44</b>
SALINAS, DYLAN			
	9 BASEBAL OFF 7/6/20	75.00	
SALINAS, DYLAN			
	9 BASEBALL OFF 6/26/20	75.00	
SALINAS, DYLAN			
	JV BASEBALL OFF 6/28/20	75.00	
SALINAS, DYLAN			
	VAR BASEBALL OFF 6/23/20	105.00	
		<b>Vendor Total:</b>	<b>330.00</b>
SCHOOLPAY			
	SCHOOL PAY SERVICE FEE	8.91	
		<b>Vendor Total:</b>	<b>8.91</b>
SCHUETH ACE HARDWARE			
	BATTERIES/DRAMA	17.98	
		<b>Vendor Total:</b>	<b>17.98</b>
SLEEP INN			
	LODGING/JUDGE/SOLO & ENSEMBLE	117.60	
SLEEP INN			
	LODGING/JUDGE/SOLO & ENSEMBLE	117.60	
		<b>Vendor Total:</b>	<b>235.20</b>
SPURGIN, BRET			
	REIMB SUPPLIES	31.87	
		<b>Vendor Total:</b>	<b>31.87</b>
SULLIVAN, TOM			
	JV SOFTBALL OFF 7/2/20	90.00	
SULLIVAN, TOM			
	VAR SOFTBALL OFF 6/15/20	95.00	
		<b>Vendor Total:</b>	<b>185.00</b>
TRANE U.S. INC.			

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<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	ADD UP LIGHTS/FOOTBALL FIELD	3,196.93	
TRANE U.S. INC.			
	ADD UP LIGHTS/FOOTBALL FIELD	(3,196.93)	
	<b>Vendor Total:</b>		<b>0.00</b>
VALLEY ATHLETICS			
	UNIFORMS/SOFTBALL	2,330.30	
	<b>Vendor Total:</b>		<b>2,330.30</b>
WILLIS, RYAN			
	VAR BASEBALL OFF 6/30/20	105.00	
WILLIS, RYAN			
	VAR BASEBALL OFF 7/3/20	105.00	
	<b>Vendor Total:</b>		<b>210.00</b>
YAKLE, JOHN			
	JJV SOFTBALL OFF 7/9/20	75.00	
YAKLE, JOHN			
	JJV SOFTBALL OFF 6/17/20	75.00	
YAKLE, JOHN			
	JJV SOFTBALL OFF 6/24/20	75.00	
	<b>Vendor Total:</b>		<b>225.00</b>
	<b>Fund Total:</b>		<b>15,093.28</b>
	<b>Fund: 35 Athletic Complex Project Dev Project</b>		
BAKER ENTERPRISES, INC			
	FOOTBALL PRACTICE FIELD EXCAVATING	11,175.00	
	<b>Vendor Total:</b>		<b>11,175.00</b>
CHOSEN VALLEY TESTING, INC			
	SPORTS COMPLEX PROJECT	489.00	
	<b>Vendor Total:</b>		<b>489.00</b>
CROELL INC			
	SOFTBALL BATTING CAGES	510.00	
CROELL INC			
	SOFTBALL BATTING CAGES	2,159.00	
	<b>Vendor Total:</b>		<b>2,669.00</b>
JOHN DEERE FINANCIAL			
	CABLE TIES/SPORTS COMPLEX	111.96	
	<b>Vendor Total:</b>		<b>111.96</b>
L & J WELDING			
	DUGOUTS/SPORTS COMPLEX	18,000.00	
L & J WELDING			
	DUGOUTS/SPORTS COMPLEX	445.70	
	<b>Vendor Total:</b>		<b>18,445.70</b>
PERRY NOVAK ELECTRIC			
	LOCATE FEEDER/HS TO SOFTBALL PRESSBOX	276.09	
PERRY NOVAK ELECTRIC			
	LOCATE FEEDER/HS TO BASEBALL PRESSBOX	285.18	
	<b>Vendor Total:</b>		<b>561.27</b>
R & S MOWING LLC			
	MOVE DIRT TO COLLEGE GROUNDS/SEEDED	10,500.00	
	<b>Vendor Total:</b>		<b>10,500.00</b>
SA ARCHITECTS			
	SPORTS COMPLEX PROJECT	3,000.00	
	<b>Vendor Total:</b>		<b>3,000.00</b>
SCHUETH ACE HARDWARE			
	PAINT/SPORTS COMPLEX DUGOUTS	55.78	
SCHUETH ACE HARDWARE			

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User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	PAINT/SPORTS COMPLEX DUGOUTS	125.96	
SCHUETH ACE HARDWARE			
	PAINT/SPORTS COMPLEX DUGOUTS	70.18	
SCHUETH ACE HARDWARE			
	PAINT/SPORTS COMPLEX DUGOUTS	34.17	
SCHUETH ACE HARDWARE			
	PAINT/SPORTS COMPLEX DUGOUTS	35.09	
SCHUETH ACE HARDWARE			
	PAINT/SPORTS COMPLEX DUGOUTS	14.36	
	<b>Vendor Total:</b>		<b>335.54</b>
SHERWIN-WILLIAMS COMPANY			
	PAINT/BASEBALL DUGOUTS	8.48	
SHERWIN-WILLIAMS COMPANY			
	PAINT/SPORTS COMPLEX/BASEBALL	46.74	
SHERWIN-WILLIAMS COMPANY			
	PAINT/BASEBALL DUGOUTS	93.48	
	<b>Vendor Total:</b>		<b>148.70</b>
SUPERIOR LUMBER INC			
	LUMBER/SOFTBALL PRESSBOX	16.32	
SUPERIOR LUMBER INC			
	LUMBER/BASEBALL DUGOUTS	45.78	
SUPERIOR LUMBER INC			
	CREDIT/STUCCO PANELS/DUGOUTS	(108.00)	
SUPERIOR LUMBER INC			
	TONGUE & GROOVE/MISC/DUGOUTS	4,720.79	
SUPERIOR LUMBER INC			
	SUPPLIES/BASEBALL DUGOUTS	177.40	
SUPERIOR LUMBER INC			
	SUPPLIES/SOFTBALL DUGOUTS	342.54	
SUPERIOR LUMBER INC			
	LUMBER/MISC/DUGOUTS	2,086.93	
SUPERIOR LUMBER INC			
	ANGLE TRIM/DUGOUTS	463.22	
SUPERIOR LUMBER INC			
	WALL CAPS/SPORTS COMPLEX	3,000.00	
	<b>Vendor Total:</b>		<b>10,744.98</b>
	<b>Fund Total:</b>		<b>58,181.15</b>
	<b>Fund: 36 PHYSICAL PLANT &amp; EQUIPMENT</b>		
BAKER ENTERPRISES, INC			
	COLLEGE GROUNDS DIRT PILE EXCAVATING	21,779.98	
	<b>Vendor Total:</b>		<b>21,779.98</b>
CITY OF CHARLES CITY			
	NGB WATER	473.82	
	<b>Vendor Total:</b>		<b>473.82</b>
FIRST CONGREGATIONAL CHURCH			
	CARRIE LANE RENT/JULY	420.00	
FIRST CONGREGATIONAL CHURCH			
	CARRIE LANE RENT/JUNE	420.00	
	<b>Vendor Total:</b>		<b>840.00</b>
MID AMERICAN ENERGY COMPANY			
	NGB ELEC	463.94	
MID AMERICAN ENERGY COMPANY			
	NGB SENTRY LIGHTS	34.23	
	<b>Vendor Total:</b>		<b>498.17</b>

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13 WEEKLY CHECK RUNS APPROVED PRIOR TO BOARD MEETING

User ID: LMA

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>		
R & S MOWING LLC	WASH BERM REMOVAL/SEEDED/DISCR \$	13,900.00		
	<b>Vendor Total:</b>		<b>13,900.00</b>	
TRANE U.S. INC.	ADD UP LIGHTS/FOOTBALL FIELD	6,803.07		
TRANE U.S. INC.	ADD UP LIGHTS/FOOTBALL FIELD	(6,803.07)		
	<b>Vendor Total:</b>		<b>0.00</b>	
WOOD RIVER ENERGY LLC	NGB GAS	1,785.13		
WOOD RIVER ENERGY LLC	NGB GAS	70.71		
	<b>Vendor Total:</b>		<b>1,855.84</b>	
	<b>Fund Total:</b>			<b>39,347.81</b>
	<b>Fund: 40 DEBT SERVICE FUND</b>			
UMB	PRINCIPAL PAYMENT/SALES TAX	595,000.00		
	INTEREST PAYMENT/SALES TAX	96,138.75		
	<b>Vendor Total:</b>		<b>691,138.75</b>	
	<b>Fund Total:</b>			<b>691,138.75</b>
	<b>Fund: 61 SCHOOL NUTRITION FUND</b>			
SCHOOLPAY	SCHOOL PAY SERVICE FEE	0.15		
	<b>Vendor Total:</b>		<b>0.15</b>	
	<b>Fund Total:</b>			<b>0.15</b>
	<b>Fund: 71 HEALTH INSURANCE FUND</b>			
BLUE CROSS BLUE SHIELD OF IA	JULY BILLING-(4) WEEK DRAWS	190,000.00		
BLUE CROSS BLUE SHIELD OF IA	JUNE BILLING	5,039.30		
	<b>Vendor Total:</b>		<b>195,039.30</b>	
	<b>Fund Total:</b>			<b>195,039.30</b>
	<b>Fund: 81 Scholarship Fund - CDs</b>			
NIACC	DOROTHY DAVIS SCHOLARSHIP	740.00		
	<b>Vendor Total:</b>		<b>740.00</b>	
NIACC	DEBES SCHOLARSHIP	570.00		
	<b>Vendor Total:</b>		<b>570.00</b>	
UNIVERSITY OF IOWA	RJ HAGMAN SCHOLARSHIP	342.00		
	<b>Vendor Total:</b>		<b>342.00</b>	
WARTBURG COLLEGE	TERRI & ERIC SANTEE SCHOLARSHIP	270.00		
	<b>Vendor Total:</b>		<b>270.00</b>	
	<b>Fund Total:</b>			<b>1,922.00</b>
	<b>Fund: 91 CUSTODIAL FUND</b>			
RIMMER, SHANTELL	DONATION/CC FAMILY	100.00		
	<b>Vendor Total:</b>		<b>100.00</b>	
	<b>Fund Total:</b>			<b>100.00</b>
	<b>Accounts Payable Total:</b>			<b>1,160,575.28</b>

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
<b>Fund: 10 OPERATING FUND</b>			
AG VANTAGE FS, INC	FERTILIZER/B & G	76.70	
AG VANTAGE FS, INC	ROUNDUP/B & G	76.07	
	LP CYLINDER/BUS BARN	20.52	
		<b>Vendor Total:</b>	<b>173.29</b>
AMAZON	BOOKS/FISHER	31.80	
AMAZON	SUPPLIES/CO	12.54	
AMAZON	SUPPLIES/CO	4.49	
AMAZON	SUPPLIES/CO	31.45	
AMAZON	THE 5 LEVELS OF LEADERSHIP BOOK/FISHER	17.49	
AMAZON	VISION BOOK/FISHER	16.99	
AMAZON	BENEDICTINE RULE OF LEADER BOOK/FISHER	54.26	
AMAZON	CAN WE DO THAT BOOK/FISHER	16.54	
AMAZON	INST SUPP/MS/ANDERSON	104.93	
AMAZON	THE RULE OF SAINT BENEDICT BOOK/FISHER	11.57	
AMAZON	EVERYONE REALLY EQUAL BOOK/FISHER	58.78	
AMAZON	CONCEPT-BASED INQUIRY BOOK/FISHER	94.35	
AMAZON	SUPPLIES/CO	198.90	
AMAZON	LAMINATING FILM/WASH	429.30	
AMAZON	SIMPLY STRATEGIC BOOK/FISHER	11.49	
AMAZON	SUPPLIES/CO	32.22	
AMAZON	CONCEPT OF CORPORATION BOOK/FISHER	43.49	
AMAZON	REDISCOVERING BOOK/FISHER	12.49	
AMAZON	THE CULTURE CODE BOOKS/FISHER	184.68	
AMAZON	INST SUPP/MS/ANDERSON	69.99	
AMAZON	BOOKS/FISHER	26.78	
AMAZON	COMMUNICATING FOR CHANGE BOOK/FISHER	13.99	
		<b>Vendor Total:</b>	<b>1,478.52</b>
AMES COMMUNITY SCHOOL DISTRICT	TUITION/LEVEL 2	4,210.05	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	<b>Vendor Total:</b>		<b>4,210.05</b>
BREITBACH CHIROPRACTIC			
	PHYSICAL/T BOGE	75.00	
BREITBACH CHIROPRACTIC			
	PHYSICAL/D GASTON	75.00	
	<b>Vendor Total:</b>		<b>150.00</b>
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 11	15.87	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 21	43.21	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 21	149.59	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS 11	27.83	
CARQUEST AUTO PARTS OF CC			
	PARTS/BUS BARN	251.38	
CARQUEST AUTO PARTS OF CC			
	CREDIT/BUS BARN	(138.24)	
	<b>Vendor Total:</b>		<b>349.64</b>
CEDAR FALLS COMMUNITY SCHOOLS			
	RIVER HILLS TUITION	9,314.58	
	RIVER HILLS TUITION	164.68	
	RIVER HILLS TUITION	669.66	
	RIVER HILLS TUITION	248.04	
	RIVER HILLS TUITION	197.90	
	RIVER HILLS TUITION	4,657.29	
	RIVER HILLS TUITION	82.34	
	RIVER HILLS TUITION	334.83	
	RIVER HILLS TUITION	124.02	
	RIVER HILLS TUITION	98.95	
	RIVER HILLS TUITION	969.24	
	RIVER HILLS TUITION	484.62	
	RIVER HILLS TUITION	12.03	
	RIVER HILLS TUITION	566.63	
	RIVER HILLS TUITION	135.44	
	RIVER HILLS TUITION	24.06	
	RIVER HILLS TUITION	137.60	
	RIVER HILLS TUITION	67.72	
	RIVER HILLS TUITION	68.80	
	RIVER HILLS TUITION	1,133.26	
CEDAR FALLS COMMUNITY SCHOOLS			
	TUITION/LEVEL 3	12,184.70	
	<b>Vendor Total:</b>		<b>31,676.39</b>
CENTRAL SPRINGS SCHOOLS			
	TUITION/LEVEL 1	3,584.43	
	TUITION/LEVEL 1	5,382.90	
	<b>Vendor Total:</b>		<b>8,967.33</b>
CENTURY LINK			
	JULY RADIO LOOP	76.00	
CENTURY LINK			
	GAS LINE	35.28	
	MS PHONE	197.25	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	<b>Vendor Total:</b>	<b>308.53</b>	
CHARLES CITY AREA DEV.			
	20-21 MEMBERSHIP	1,100.00	
	<b>Vendor Total:</b>	<b>1,100.00</b>	
CHARLES CITY PRESS			
	LEGAL NOTICE/FREE & REDUCED GUIDELINES	206.32	
	<b>Vendor Total:</b>	<b>206.32</b>	
CIPAFILTER			
	20-21 FIREWALL SERVICES/TECH DEPT	3,270.10	
	<b>Vendor Total:</b>	<b>3,270.10</b>	
CITY LAUNDERING CO.			
	TOWELS/BUS BARN	73.14	
	<b>Vendor Total:</b>	<b>73.14</b>	
CITY OF CHARLES CITY			
	HS WATER	459.43	
CITY OF CHARLES CITY			
	LINC WATER	287.84	
CITY OF CHARLES CITY			
	MS WATER	262.07	
CITY OF CHARLES CITY			
	WASH WATER	140.31	
CITY OF CHARLES CITY			
	GROUNDS BUILDING WATER	51.76	
CITY OF CHARLES CITY			
	BUS BARN WATER	78.57	
	<b>Vendor Total:</b>	<b>1,279.98</b>	
CYCLONE AWARDS & ENGRAVING INC.			
	NAME TAG/J DEVORE	10.75	
	<b>Vendor Total:</b>	<b>10.75</b>	
DECKER EQUIPMENT			
	(12) TACK STRIPS/MS	436.04	
	<b>Vendor Total:</b>	<b>436.04</b>	
DIVISION OF LABOR			
	OPERATING PERMIT FEE/B & G	75.00	
	ANNUAL INSPECTION FEE/B & G	100.00	
	<b>Vendor Total:</b>	<b>175.00</b>	
FOLLETT SCHOOL SOLUTIONS			
	BOOKS/MS LIBRARY	178.88	
	<b>Vendor Total:</b>	<b>178.88</b>	
FRONTLINE TECHNOLOGIES GROUP, LLC			
	20-21 ABSENCE MANAGEMENT SOFTWARE/CO	6,765.18	
FRONTLINE TECHNOLOGIES GROUP, LLC			
	20-21 TIMEKEEPING MODULE/CO	6,247.50	
	<b>Vendor Total:</b>	<b>13,012.68</b>	
HAPARA			
	20-21 ONLINE MENTORING SUBSCRIPTION/MS	2,811.38	
	<b>Vendor Total:</b>	<b>2,811.38</b>	
HEAD RUSH TECHNOLOGIES			
	RECERTIFICATION/HS/PITTMAN	692.28	
HEAD RUSH TECHNOLOGIES			
	RECERTIFICATION/HS/PITTMAN	144.00	
	<b>Vendor Total:</b>	<b>836.28</b>	
HEARTLAND PAPER CO			
	PRO STRIP/B & G	149.64	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	<b>Vendor Total:</b>	<b>149.64</b>	
i3VERTICALS			
	20-21 DATA MANAGEMENT ANNUAL FEE	1,000.00	
	<b>Vendor Total:</b>	<b>1,000.00</b>	
IOWA ASSOCIATION SCHL BDS			
	20-21 MEMBERSHIP	5,299.00	
IOWA ASSOCIATION SCHL BDS			
	20-21 POLICY ONLINE SUBSCRIPTION	775.00	
	<b>Vendor Total:</b>	<b>6,074.00</b>	
IOWA COMMUNICATIONS NETWORK			
	JUNE PORT FEE	617.36	
	<b>Vendor Total:</b>	<b>617.36</b>	
IOWA PRISON INDUSTRIES			
	NAME PLATES/LINC	33.20	
	<b>Vendor Total:</b>	<b>33.20</b>	
JAMF SOFTWARE			
	20-21 CASPER SUITE/TECH DEPT	11,816.00	
	<b>Vendor Total:</b>	<b>11,816.00</b>	
JENDRO SANITATION			
	JULY SERVICES	636.00	
	<b>Vendor Total:</b>	<b>636.00</b>	
JOHN DEERE FINANCIAL			
	BUSHINGS/COUPLINGS/NIPPLES/B & G	35.04	
JOHN DEERE FINANCIAL			
	ROD/WHEEL/B & G	158.95	
JOHN DEERE FINANCIAL			
	PARTS/BUS BARN	404.47	
JOHN DEERE FINANCIAL			
	TRIMMER LINE/BLADE/B & G	38.98	
	<b>Vendor Total:</b>	<b>637.44</b>	
LAKESHORE LEARNING MATERIALS			
	INST SUPP/LINC/SPIEKER	103.48	
	<b>Vendor Total:</b>	<b>103.48</b>	
LESSIN SUPPLY COMPANY			
	CUTTING WHEEL/B & G	54.54	
LESSIN SUPPLY COMPANY			
	PARTS/BUS BARN	25.80	
LESSIN SUPPLY COMPANY			
	PARTS/BUS BARN	8.97	
LESSIN SUPPLY COMPANY			
	PARTS/FLOOR MACHINE/B & G	44.64	
	<b>Vendor Total:</b>	<b>133.95</b>	
MARTIN'S FLAG COMPANY, LLC			
	(13) COMET FLAGS/J DEVORE	677.37	
	<b>Vendor Total:</b>	<b>677.37</b>	
MASON CITY COMM. SCHOOLS			
	TUITION/LEVEL 1	2,686.13	
	TUITION/LEVEL 3	316.96	
	<b>Vendor Total:</b>	<b>3,003.09</b>	
MID AMERICAN ENERGY COMPANY			
	BUS BARN GAS	12.13	
	BUS BARN ELEC	293.97	
	<b>Vendor Total:</b>	<b>306.10</b>	
MIDWEST BUS PARTS, INC			



<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	PARTS/BUS 14, 7	128.35	
	<b>Vendor Total:</b>		<b>128.35</b>
MOTIVATING SYSTEMS, LLC.			
	20-21 PBIS REWARDS SERVICE/LINC	801.00	
	<b>Vendor Total:</b>		<b>801.00</b>
NASHUA-PLAINFIELD SCHOOLS			
	TUITION/LEVEL 2	8,234.52	
	<b>Vendor Total:</b>		<b>8,234.52</b>
NEWBAUER, INC.			
	HAND SANITIZER/IC	489.24	
	<b>Vendor Total:</b>		<b>489.24</b>
NORTH IOWA LAWN & SPORTS			
	PARTS/325D/B & G	27.51	
NORTH IOWA LAWN & SPORTS			
	PARTS/B & G	37.99	
	<b>Vendor Total:</b>		<b>65.50</b>
O'REILLY AUTO PARTS			
	PARTS/325D/B & G	13.85	
O'REILLY AUTO PARTS			
	PARTS/WHITE VAN	19.98	
O'REILLY AUTO PARTS			
	PARTS/ORANGE MOWER/B & G	19.51	
O'REILLY AUTO PARTS			
	PARTS/BUS 11	28.62	
O'REILLY AUTO PARTS			
	PARTS/VAN D	6.21	
O'REILLY AUTO PARTS			
	PARTS/BUS BARN	19.99	
O'REILLY AUTO PARTS			
	PARTS/VAN E	19.98	
	<b>Vendor Total:</b>		<b>128.14</b>
ONE SOURCE THE BACKGROUND CHECK COMPANY			
	(3) BACKGROUND CHECKS	71.50	
	<b>Vendor Total:</b>		<b>71.50</b>
ORIENTAL TRADING CO INC			
	INST SUPP/LINC/PAGE	11.68	
	<b>Vendor Total:</b>		<b>11.68</b>
PERFECTION LEARNING CORP			
	BOOKS/WASH LIBRARY	179.20	
	<b>Vendor Total:</b>		<b>179.20</b>
POWERSCHOOL GROUP, LLC			
	20-21 EREGISTRATION/TECH DEPT	2,587.39	
POWERSCHOOL GROUP, LLC			
	POWERSCHOOL PERFORMANCE/WASH	1,290.37	
	POWERSCHOOL PERFORMANCE/HS	1,290.38	
	POWERSCHOOL PERFORMANCE/MS	1,290.38	
	POWERSCHOOL PERFORMANCE/LINC	1,290.37	
POWERSCHOOL GROUP, LLC			
	20-21 RENEWAL/TECH DEPT	18,538.62	
	<b>Vendor Total:</b>		<b>26,287.51</b>
PSAT			
	TESTING/HS	289.00	
	<b>Vendor Total:</b>		<b>289.00</b>

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
ROFFMAN BAND SERVICE			
	TRUMPET/CORNET/MELLO REPAIR/MS BAND	55.00	
	<b>Vendor Total:</b>		<b>55.00</b>
ROTARY CLUB OF CHARLES CITY			
	MEMBERSHIP/FISHER 7/1/20	77.50	
	<b>Vendor Total:</b>		<b>77.50</b>
RRMR SCHOOL DISTRICT			
	TUITION/LEVEL 1	8,966.64	
	<b>Vendor Total:</b>		<b>8,966.64</b>
SAI			
	MEMBERSHIP/FISHER	561.00	
SAI			
	MEMBERSHIP/TAYLOR	561.00	
	<b>Vendor Total:</b>		<b>1,122.00</b>
SCHUETH ACE HARDWARE			
	PAINT/SUPPLIES/B & G	156.47	
SCHUETH ACE HARDWARE			
	SUPPLIES/B & G	7.18	
	<b>Vendor Total:</b>		<b>163.65</b>
SECURLY, INC.			
	20-21 INTERNET CONTENT FILTER/TECH DEPT	4,500.00	
	<b>Vendor Total:</b>		<b>4,500.00</b>
SHERWIN-WILLIAMS COMPANY			
	PAINT/B & G	69.54	
SHERWIN-WILLIAMS COMPANY			
	PAINT/B & G	139.08	
SHERWIN-WILLIAMS COMPANY			
	PAINT/B & G	69.54	
	<b>Vendor Total:</b>		<b>278.16</b>
SOFTWARE UNLIMITED			
	WEBLINK ONE-TIME LICENSE FEE/CO	1,145.00	
SOFTWARE UNLIMITED			
	WEBLINK 5/2020-6/2021/CO	1,100.00	
SOFTWARE UNLIMITED			
	SOFTWARE MAINTENANCE/CO	7,350.00	
SOFTWARE UNLIMITED			
	WEBLINK PRORATED/CO	175.00	
	<b>Vendor Total:</b>		<b>9,770.00</b>
STAPLES ADVANTAGE			
	SUPPLIES/TECH DEPT	25.71	
	<b>Vendor Total:</b>		<b>25.71</b>
STREAM LINE PAINTING			
	TRACK GRAFFITI REMOVAL/B & G	75.00	
	<b>Vendor Total:</b>		<b>75.00</b>
TINK, JESSE			
	LEADERSHIP COACHING/SENIOR LEADERS	900.00	
	<b>Vendor Total:</b>		<b>900.00</b>
TRANE U.S. INC.			
	FLAMEROD/B & G	85.62	
	<b>Vendor Total:</b>		<b>85.62</b>
USIC LOCATING SERVICES, LLC			
	IOWA LOCATE/TECH DEPT	231.86	
	<b>Vendor Total:</b>		<b>231.86</b>
WOOD RIVER ENERGY LLC			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
	HS GAS	110.45	
	LINC GAS	30.20	
	MS GAS	61.12	
	<b>Vendor Total:</b>	<b>201.77</b>	
	<b>Fund Total:</b>		<b>159,030.48</b>
	<b>Fund: 21 STUDENT ACTIVITY FUND</b>		
ARMEL, RAY	VAR SOFTBALL OF 7/13/20	95.00	
	<b>Vendor Total:</b>	<b>95.00</b>	
ATLANTIC COCOA-COLA	CONCESSIONS	253.76	
	<b>Vendor Total:</b>	<b>253.76</b>	
BERNING, JASON	VAR BASEBALL OFF 7/13/20	131.73	
	<b>Vendor Total:</b>	<b>131.73</b>	
GAGE PLUMBING & HEATING, MICK	RESTROOM RENTAL/SPORTS COMPLEX	208.00	
	<b>Vendor Total:</b>	<b>208.00</b>	
HY VEE	SUPPLIES/FFA	156.00	
	<b>Vendor Total:</b>	<b>156.00</b>	
IOWA ASSOCIATION OF TRACK COACHES	20-21 MEMBERSHIP/GIRLS TRACK	25.00	
	20-21 MEMBERSHIP/BOYS TRACK	25.00	
	<b>Vendor Total:</b>	<b>50.00</b>	
JOHN DEERE FINANCIAL	SUPPLIES/FFA	26.28	
JOHN DEERE FINANCIAL	SUPPLIES/FFA	89.39	
JOHN DEERE FINANCIAL	SUPPLIES/FFA	11.37	
JOHN DEERE FINANCIAL	SUPPLIES/FFA	34.91	
JOHN DEERE FINANCIAL	SUPPLIES/FFA	21.98	
JOHN DEERE FINANCIAL	SUPPLIES/FFA	59.96	
	<b>Vendor Total:</b>	<b>243.89</b>	
KW ELECTRIC	ADD UP LIGHTS/FOOTBALL FIELD	3,196.93	
	<b>Vendor Total:</b>	<b>3,196.93</b>	
LUNDBERG, JIM	REIMB HONEY BEES.FFA	264.00	
	REIMB SUPPLIES/FFA	170.45	
LUNDBERG, JIM	REIMB IPAD/FFA	329.99	
	<b>Vendor Total:</b>	<b>764.44</b>	
NATIONAL FFA ORGANIZATION	GAVEL BLOCK/FFA	68.50	
	<b>Vendor Total:</b>	<b>68.50</b>	
PAYK12	PASSES/ATHLETICS	281.65	
	<b>Vendor Total:</b>	<b>281.65</b>	

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>	
PEARCE, BRIAN	VAR BASEBALL OFF 7/13/20	105.00	
	<b>Vendor Total:</b>		<b>105.00</b>
PEPPER OF MINNEAPOLIS	SUPPLIES/MS BAND	55.00	
	<b>Vendor Total:</b>		<b>55.00</b>
RIEMAN MUSIC	SUPPLIES/MS BAND	30.00	
RIEMAN MUSIC	SUPPLIES/MS BAND	132.45	
RIEMAN MUSIC	SUPPLIES/MS BAND	15.92	
RIEMAN MUSIC	SUPPLIES/MS BAND	62.72	
RIEMAN MUSIC	SUPPLIES/MS BAND	15.92	
RIEMAN MUSIC	SUPPLIES/MS BAND	60.48	
	<b>Vendor Total:</b>		<b>317.49</b>
ROFFMAN BAND SERVICE	SUPPLIES/MS BAND	7.19	
	<b>Vendor Total:</b>		<b>7.19</b>
SCORE VISION LLC	ANNUAL SOFTWARE LICENSE/ATHLETICS	5,000.00	
	<b>Vendor Total:</b>		<b>5,000.00</b>
SPURGIN, BRET	REIMB SUPPLIES	37.49	
	<b>Vendor Total:</b>		<b>37.49</b>
SUPERIOR LUMBER INC	SUPPLIES/FFA	120.27	
	<b>Vendor Total:</b>		<b>120.27</b>
TRUE PITCH INC	FLEX-A-CLAY/BASEBALL	740.00	
	<b>Vendor Total:</b>		<b>740.00</b>
	<b>Fund Total:</b>		<b>11,832.34</b>
	<b>Fund: 22 MANAGEMENT FUND</b>		
EMC INSURANCE COMPANIES	WORK COMP/AIDE	500.00	
	<b>Vendor Total:</b>		<b>500.00</b>
SISSON AND ASSOCIATES	1/2 PACKAGE RENEWAL	11,872.50	
	1/2 PACKAGE RENEWAL	833.50	
	1/2 PACKAGE RENEWAL	8,194.50	
	1/2 PACKAGE RENEWAL	9,612.50	
	1/2 PACKAGE RENEWAL	5,354.50	
	1/2 PACKAGE RENEWAL	92.50	
	1/2 PACKAGE RENEWAL	16,439.50	
	1/2 PACKAGE RENEWAL	13,977.50	
	1/2 PACKAGE RENEWAL	5,603.50	
	1/2 PACKAGE RENEWAL	7,145.00	
SISSON AND ASSOCIATES	1/2 UMBRELLA LIAB RENEWAL	3,416.50	
SISSON AND ASSOCIATES			

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>		
	1/2 WORK COMP RENEWAL	7,396.00		
	1/2 WORK COMP RENEWAL	942.50		
	1/2 WORK COMP RENEWAL	931.00		
	1/2 WORK COMP RENEWAL	157.00		
	1/2 WORK COMP RENEWAL	2,014.50		
	1/2 WORK COMP RENEWAL	616.50		
	1/2 WORK COMP RENEWAL	1,842.00		
	1/2 WORK COMP RENEWAL	28,796.50		
SISSON AND ASSOCIATES				
	1/2 GROUP EXCESS LIAB RENEWAL	1,638.50		
SISSON AND ASSOCIATES				
	1/2 LINEBACKER RENEWAL	4,889.00		
SISSON AND ASSOCIATES				
	1/2 CYBER SOLUTIONS RENEWAL	1,489.75		
	<b>Vendor Total:</b>	<b>133,255.25</b>		
	<b>Fund Total:</b>		<b>133,755.25</b>	
	<b>Fund: 35 Athletic Complex Project Dev Project</b>			
WOODRUFF CONSTRUCTION, LLC				
	PAY ESTIMATE 10	13,839.41		
	<b>Vendor Total:</b>	<b>13,839.41</b>		
	<b>Fund Total:</b>		<b>13,839.41</b>	
	<b>Fund: 36 PHYSICAL PLANT &amp; EQUIPMENT</b>			
CEDAR FALLS COMMUNITY SCHOOLS				
	RIVER HILLS TUITION	455.43		
	<b>Vendor Total:</b>	<b>455.43</b>		
CITY OF CHARLES CITY				
	NGB WATER	541.19		
	<b>Vendor Total:</b>	<b>541.19</b>		
HILLEGAS FLOORING, LLC				
	CARPET/LINC FLOORING PROJECT	3,490.00		
	<b>Vendor Total:</b>	<b>3,490.00</b>		
KW ELECTRIC				
	FOOTBALL FIELD LIGHTS	185,000.00		
KW ELECTRIC				
	ADD UP LIGHTS/FOOTBALL FIELD	6,803.07		
	<b>Vendor Total:</b>	<b>191,803.07</b>		
WOOD RIVER ENERGY LLC				
	NGB GAS	70.71		
	<b>Vendor Total:</b>	<b>70.71</b>		
	<b>Fund Total:</b>		<b>196,360.40</b>	
	<b>Fund: 61 SCHOOL NUTRITION FUND</b>			
TAHER-BIN #135092				
	OPERATING EXPENSES/JUNE	46,232.39		
	USDA CREDIT	(2,051.25)		
	<b>Vendor Total:</b>	<b>44,181.14</b>		
TOTAL K12				
	DINING SYSTEM SUPPORT 18-19	1,800.00		
TOTAL K12				
	DINING SYSTEM SUPPORT 19-20	2,000.00		
	<b>Vendor Total:</b>	<b>3,800.00</b>		
	<b>Fund Total:</b>		<b>47,981.14</b>	
	<b>Fund: 71 HEALTH INSURANCE FUND</b>			
DEPARTMENT OF THE TREASURY				

<u>Vendor Name</u>	<u>Description by Invoice</u>	<u>Invoice Amount</u>		
	FORM 720 EXCISE TAX 6/30/20	796.25		
		<b>Vendor Total:</b>	<b>796.25</b>	
GROUP BENEFIT PARTNERS, LLC				
	CONSULTING SERVICES	7,500.00		
		<b>Vendor Total:</b>	<b>7,500.00</b>	
		<b>Fund Total:</b>		<b>8,296.25</b>
		<b>Accounts Payable Total:</b>		<b>571,095.27</b>

**Letter of Understanding Between Charles  
City Community School District And  
Charles City Community Education  
Association**

**July 8,  
2020**

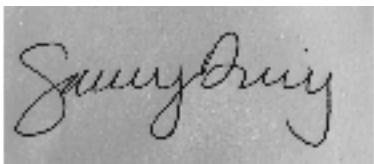
The Charles City Community Education Association (CCCEA) and the Board of Education of the Charles City Community School District agree to the following changes to Schedule F, supplemental schedule, effective for the 2020-21 school year.

Background The District wishes to add an Assistant Varsity Cross Country Coach to schedule F due to the number of students participating in the sport.

2020-21 Changes Add Assistant Varsity Cross  
Country coach to Level H.

The Schedule F committee, thru the negotiation process, will recommend these changes in the spring of 2021 when the new contract is negotiated.

This letter of understanding is good for the 2020-21 school year only and is pending approval by the Association, and School Board.



7-8-2020

\_\_\_\_\_  
Sarah Downing, CCCEA President Dated

\_\_\_\_\_  
Mack, Board President Dated

\_\_\_\_\_  
Josh

# CONTRACT DECLARATIONS AND EXECUTION

**Intergovernmental Contract:** Non-State Agency

<b>RFP or Informal Solicitation #</b>	<b>Contract #</b>
N/A	JUV-21-SB-02-003

<b>Title of Contract</b>
School Based Supervision

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

<b>Agency of the State (hereafter “Agency”)</b>	
<b>Name/Principal Address of Agency:</b> Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	<b>Agency Billing Contact Name / Address:</b> Douglas D. Wolfe Program Planner Iowa Department of Human Services 1305 E. Walnut Street Des Moines, IA 50319-0114 <b>Phone:</b> (515) 242-5452
<b>Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):</b> Douglas D. Wolfe Program Planner Iowa Department of Human Services 1305 E. Walnut Street Des Moines, IA 50319-0114 <b>Phone:</b> (515) 242-5452 <b>E-Mail:</b> dwolfe@dhs.state.ia.us	<b>Agency Contract Owner (hereafter “Contract Owner”) / Address:</b> Janee Harvey, Division Administrator Adult, Children and Family Services Iowa Department of Human Services 1305 E. Walnut Des Moines, Iowa 50319-0114 <b>E-Mail:</b> jarvey1@dhs.state.ia.us

<b>Juvenile Court Services (hereafter “JCS”)</b>	
<b>Chief Juvenile Court Officer / Address:</b> 2nd Judicial District of Iowa Shirley Faircloth, Chief Juvenile Court Officer 26 S. 1 <sup>st</sup> Avenue, Suite 205 Marshalltown, Iowa 50158-5034	<b>JCS Project Manager Name / Address:</b> Angi Hillers 26 S. 1st Ave Suite 205 Marshalltown, IA 50158 <b>Phone:</b> (641) 481-6742

<b>Contractor: (hereafter “Contractor”)</b>	
<b>Legal Name:</b> Charles City Community School District	<b>Contractor’s Principal Address:</b> 500 North Grand Ave Charles City, IA 50616-2836
<b>Tax ID #:</b> 426036496	<b>Organized under the laws of:</b> Iowa



<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b> Mike Fisher 500 North Grand Ave Charles City, IA 50616-2836  <b>Phone:</b> (641) 257-6500 <b>E-Mail:</b> mfisher@charles-city.k12.ia.us	<b>Contractor's Billing Contact Name/Address:</b> Terri O'Brien 500 North Grand Ave Charles City, IA 50616-2836  <b>Phone:</b> (641) 257-6500
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<b>Contract Information</b>	
<b>Start Date:</b> 08/15/20	<b>End Date of Base Term of Contract:</b> 06/30/21
<b>Possible Extension(s):</b> The Agency shall have the option to extend this Contract up to 5 additional 1-year extensions.	
<b>Contract Contingent on Approval of Another Agency:</b> No	<b>ISPO Number:</b> N/A  <b>DoIT Number:</b> N/A
<b>Contract Warranty Period (hereafter "Warranty Period"):</b> The term of this Contract, including any extensions.	<b>Contract Include Sharing SSA Data?</b> No
<b>Contractor a Business Associate?</b> Yes	<b>Contractor a Qualified Service Organization?</b> No
<b>Contractor subject to Iowa Code Chapter 8F?</b> No	<b>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?</b> No
<b>Contract Payments include Federal Funds?</b> No	

### Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

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

<b>Juvenile Court Services, 2nd Judicial District of Iowa</b>	<b>Iowa Department of Human Services</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: <b>Shirley Faircloth, Chief Juvenile Court Officer</b>	Printed Name: <b>Janee Harvey, Division Administrator</b>
Date:	Date:

<b>Approved as to legal form and content:</b>	<b>Charles City Community School District</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: <b>Jeff Peterzalek, Assistant Attorney General</b>	Printed Name:
Date:	Date:

## SECTION 1: SPECIAL TERMS

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

"At Risk Youth" means that a child has been referred to juvenile court services for a delinquency violation or has exhibited behaviors likely to result in a juvenile delinquency referral.

"JCO" stands for a Juvenile Court Officer, which is a person appointed as a juvenile court officer or a chief juvenile court officer under Iowa Code chapter 602.

"JCSL" stands for a Juvenile Court School Liaison.

"CJCO" is the chief juvenile court officer, who oversees staff and services for the assigned judicial district.

### **1.2 Contract Purpose.**

School Based Supervision provides for Juvenile Court School Liaisons to be hired by providers; these liaisons provide on-site services at middle and high schools to children experiencing truancy or other behavior problems at school and at home or in the community.

### **1.3 Scope of Work.**

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

The school district shall provide the School Based Supervision Program in compliance with 441 Iowa Administrative Code Chapter 151. The Juvenile Court School Liaison (JCSL), in addition to working with the Juvenile Court Services caseload clients, shall provide on-site services at middle and/or high schools to children experiencing at risk behavioral problems at home, school, or in the community.

**1.3.1(1) Eligibility:** 151.31(1)a. “Children enrolled in the school district shall be eligible for school-based supervision services without regard to individual or family income when they are adjudicated delinquent or adjudicated a child in need of assistance or are determined by a juvenile court officer or school official to be at risk and in need of school-based supervision services. Documentation of the adjudication or at-risk status as well as the need for services shall be maintained by the juvenile court school liaison in the child’s case record or case file.”

#### **1.3.1(2) Qualifications for JCSL staff:**

The ability to tactfully and efficiently communicate with others in person and in writing; the basic understanding and appreciation of human and social development; ability to train and instruct others; personal maturity to maintain composure under unusual stress or social interaction pressures; ability to learn the operations of the Iowa Courts and Juvenile Justice System. Further qualifications include United States citizenship; a minimum age of 21; no criminal record or founded child abuse reports; a valid Iowa Driver’s License; proof of insurance and no serious driving violations.

151.31(6)c.(3): Each JCSL shall have “a minimum of a bachelor of arts or a bachelor of science degree in the behavioral sciences or related field... unless the chief juvenile court officer and the school agree that an associate degree is acceptable”.

### **1.3.1(3) JCSL Duties:**

151.31(2): Programs provided by JCSL include:

- Behavior and classroom management
- Conflict resolution
- School attendance
- Violence prevention

151.31(2)a: Services provided by the JCSL include:

- Dealing with misbehavior
- Truancy on an immediate basis
- Providing family support services (such as outreach and parent education)
- Promote resource development to meet the needs of at-risk youth most effectively

### **1.3.1(4) JCSL Duties (cont):**

1. Address and reduce referred students inappropriate behavior in school and frequency of truancy.
2. Assist students, his/her family with re-entry from out of home placement.
3. Assist the student, his/her family and the school by arranging for school/community based services.
4. Assist in the identification of at-risk students.
5. Serve as a resource for students or families that request assistance in school and/or with family related problems.
6. Assist in the development of appropriate programming resources to address the needs of at-risk youth.
7. Complete the Annual Juvenile Court School Liaison Client Statistical Summary and submit to the CJJP website for every youth that received services during the school year.
8. 151.31(5)b. “The JCSL shall maintain a list (roster), by month, of the individual children to whom service is provided. The juvenile court school liaison shall have face-to-face or verbal contact with each child whose name appears on the roster. The list shall include the name of the child and the referral source.”
9. The JCSL shall be involved, to provide crisis intervention services, whenever a call to law enforcement occurs or is deemed necessary.
10. The JCSL may make referrals to community based intervention services provided through contracts with JCS (such as FFT); all referrals must be approved by the JCO IV for the judicial sub-district.
11. The Juvenile Court School Liaison will establish a client file for maintaining records and documenting contacts for each youth receiving services.
12. The Juvenile Court School Liaison will submit monthly progress reports on all JCS youth receiving services to the referring JCO.  
The minimum information to be included in the monthly progress reports are:
  - a) Attendance
  - b) Truancy
  - c) Academic status
  - d) Suspensions
  - e) Behavior incident
  - f) Interventions Utilized (such as EPICS for Influencers, Carey Guides, Aggression Replacement Training and referral to community based services etc.)
  - g) Family Contact

**1.3.1(5) Further Requirements:**

151.31(7)a. Provider Progress Reports are required:

“a. School-based supervision programs shall maintain information and statistics that shall include, at a minimum, the service and financial records used to support or substantiate claims for reimbursement and, for the individual children referred for service, the total number of children served as well as educational and behavioral outcomes including attendance, grades, and student conduct.

b. Each school with a school-based supervision program shall prepare a progress report summarizing information about the program and shall submit the report to the chief juvenile court officer. The format and time for submitting these reports shall be specified in the contract.”

Progress reports for all clients served by the JCSL shall be submitted monthly to the Chief JCO or designee.

151.3(8)a. Outcome Measures

“b. The juvenile court school liaison shall report data as requested by juvenile court services.”

The school district agrees to provide a minimum of 50% of the funding for the JCSL position(s), and the benefits associated with these position(s). The minimum salary for this position is \$43,500. The school district agrees to offer full health benefits to any JCSL hired under this service agreement. The school district will be the employer of record, and is responsible for all associated administrative duties and costs.

JCS shall participate in the interview process for anyone being considered for a JCSL position.

JCSL services shall be provided, at a minimum from August 15, until June 15th each year.

All JCSLs shall attend required training, as designated by JCS.

GAX invoices shall be submitted quarterly; reimbursement for training shall be billed based on actual expenses, and limited to the State of Iowa reimbursement rates. The maximum annual reimbursement for training expenses is \$300.00

**1.3.2 Performance Measures.**

- 100% of referrals from JCS shall receive service.
- 100% of referrals shall be tracked in the child's case record.
- 100% of children served by the JCSL(s) shall be recorded on monthly roster.
- 100% of monthly reports shall be emailed to the JCS JCO IV Sub-District Supervisor (Chief JCO designee) by the 10th of the following month.
- 100% of required trainings (as designated by JCS), shall be attended.
- A minimum of 50% of funding for these position(s) shall be provided by the school district for both the salary/pay and benefits.
- 100% of GAX invoices and supporting documentation submitted by the 15th of the month following the end of the quarter.

**1.3.3 Monitoring, Review, and Problem Reporting.**

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

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

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
  - o Annual review of JCSL annual data report completion.
  - o Quarterly review of submittal report for required monthly client rosters.

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

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

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

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

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

### 1.3.4 Contract Payment Clause.

**1.3.4.1 Pricing.** In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$175,800.00 during the entire term of this Contract, which includes any extensions or renewals thereof.

Payment will occur as follows:

**Payment Table**

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
08/15/20 - 06/30/21	\$29,300.00
07/01/21 - 06/30/22	\$29,300.00
07/01/22 - 06/30/23	\$29,300.00
07/01/23 - 06/30/24	\$29,300.00
07/01/24 - 06/30/25	\$29,300.00
07/01/25 - 06/30/26	\$29,300.00

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

### 1.3.4.2 Payment Methodology.

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

Maximum annual payment(s) not to exceed \$29,300.00. Payment is for salary, benefits and related administrative expenses.

Reimbursement for Travel and Training will be billed at actual costs, limited by the State of Iowa reimbursement rates, up to a maximum reimbursement of \$300 annually.

Payment for salary, benefits and related administrative expenses will be billed quarterly according to the following schedule, at a rate of \$2,900.00 per month (10 months total). Services to be provided a minimum of August 15 through June 15th, for a total of 10 months of service.

<b>Months in Quarter</b>	<b>Months of Service</b>	<b>Amount to bill</b>	<b>Due date for invoice</b>
July - Sept	1.5 months	\$4,350.00	By October 15th
Oct - Dec	3 months	\$8,700.00	By January 15th
Jan - March	3 months	\$8,700.00	By April 15th
April - June	2.5 month	\$7,250.00	By July 15th

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

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

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

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

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

**1.3.4.7 Travel Expenses.** If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

#### **1.4 Insurance Coverage.**

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

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million

	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

**1.5 Data and Security.** If this Contract involves Confidential Information, the following terms apply:

**1.5.1 Data and Security System Framework.** The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

**1.6 Reserved.** (*Labor Standards Provisions.*)

**1.7 Reserved.** (*Additional Terms.*)



## SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

**2.1 Definitions.** When appearing as capitalized terms in this Contract (including any attachments) the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.4 Compensation.**

**2.4.1 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or

conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

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

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

## **2.5 Termination.**

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

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

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

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

**2.5.1.4** The Contractor terminates or suspends its business;

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

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

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

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

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

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

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.6 Indemnification.**

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

**2.6.1.1** Any breach of this Contract;

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

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

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

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

## **2.7 Insurance.**

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

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

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

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

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

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

## ***2.8 Ownership and Security of Agency Information.***

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

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

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

**2.8.4 No Use or Disclosure of Confidential Information.** Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

**2.8.5 Contractor Breach Notification Obligations.** The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach

of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

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

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

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

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

## ***2.9 Intellectual Property.***

**2.9.1 Ownership and Assignment of Other Deliverables.** The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any



claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

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

**2.9.3 Further Assurances.** At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.9, Intellectual Property.

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

## **2.10 Warranties.**

### **2.10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.**

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.10.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

### **2.10.2 Contractor represents and warrants that:**

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

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

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

**2.10.3 The Contractor represents and warrants that:**

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

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

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

The warranty provided in this Subsection 2.10.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

**2.10.4 The Contractor represents and warrants that the Deliverables shall:**

**2.10.4.1** Be free from material Deficiencies; and

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

**2.10.5** The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

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

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

***2.11 Acceptance of Deliverables.***

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

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

***2.12 Contract Administration.***

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

**2.12.2 Incorporation of Documents.** To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the

conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

**2.12.3 Intent of References to Bid Documents.** To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

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

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

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

**2.12.4.3** In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.12.9, Use of Third Parties, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

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

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

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

**2.12.7 Amendments.** With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this

Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

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

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

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

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

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

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

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

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

**2.12.16 Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for

carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

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

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

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

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

**2.12.20 Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

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

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

**2.12.23 Authorization.** The Contractor represents and warrants that:

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

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

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

**2.12.25 Records Retention and Access.**

**2.12.25.1 Financial Records.** The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a

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

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

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

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

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

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

**2.12.26 Audits.**

**2.12.26.1** The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing a deficiency in internal control and/or material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

**2.12.26.2** The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

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

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

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

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

**2.12.29 Obligations Beyond Contract Term.** All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, Erroneous Payments and Credits; (2) Section 2.5.5, Limitation of the State's Payment Obligations; (3) Section 2.5.6, Contractor's Contract Close-Out Duties; (4) Section 2.6, Indemnification, and all subparts thereof; regardless of the date any potential claim is made or discovered by the Agency or any other Identified Party; (5) Section 2.8, Ownership and Security of Agency Information, and all subparts thereof; (6) Section 2.9, Intellectual Property, and all subparts thereof; (7) Section 2.12.10, Choice of Law and Forum; (8) Section 2.12.16, Joint and Several Liability; (9) Section 2.12.20, Cumulative Rights; (10) Section 2.12.24 Successors In Interest; (11) Section 2.12.25, Records Retention and Access, and all subparts thereof; (12) Section 2.12.26, Audits; (13) Section 2.12.34, Repayment Obligation and (14) Section 2.12.37, Use of Name or Intellectual Property.

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

**2.12.31 Delays or Potential Delays of Performance.** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

**2.12.32 Delays or Impossibility of Performance Based on a Force Majeure.** Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a force majeure. The term "force majeure" as used in this Contract includes



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

If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS

### **3.1 Reserved. (*Federal Certifications and Terms*)**

**3.2 Business Associate Agreement.** If the Contractor acts as the Agency's Business Associate and performs certain services on behalf of or for the Agency pursuant to this Contract that involves information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 C.F.R. part 160 and 164, then the Contractor is the Agency's Business Associate. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. Notwithstanding anything to the contrary in the Contract, the Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

If there is a conflict between the BAA and provisions in Section 2.8, Ownership and Security of Agency Information, the provisions in the BAA shall control.

### **3.3 Reserved. (*Qualified Service Organization*)**

### **3.4 Reserved. (*Certification Regarding Iowa Code Chapter 8F*)**

### **3.5 Reserved. (*Software Contracts*)**

## **SPECIAL CONTRACT ATTACHMENTS**

The Special Contract Attachments in this section are a part of the Contract.

N/A

# CONTRACT AGREEMENT FOR SERVICES

## ASSESSMENT/COUNSELING/THERAPY AGREEMENT

This **Assessment/Counseling/Therapy Agreement** ("Agreement") is made and entered into this 1st day of August 2020 by and between **Avalon Center**, and director of Avalon Center, whose address is 705 North Main Street, Suite 2 in Charles City, IA 50616. (hereinafter referred to as "Avalon Center"), and **Charles City Community Schools**, whose Administrative Offices are located at 500 North Grand Avenue in Charles City, IA 50616 (hereinafter referred to as "School").

### Recitals

**Whereas**, Avalon Center will provide duly licensed mental health counselors or licensed master's level social workers with their principal place of business in Mason City, Iowa with a satellite counseling office in Charles City, Iowa;

**Whereas**, School would like to contract with Avalon Center and their therapist/social worker's whom provides assessment, counseling, and therapy services; and

**Whereas**, the parties desire to enter into this Assessment/Counseling/Therapy Agreement upon the terms and conditions set out in this Agreement.

**It is, therefore, agreed to as follows:**

1. **Services Provided.** Avalon Center agrees to provide assessments, counseling, and therapy services to students of **Charles City Community Schools**, (mainly the two elementary schools, the middle and high school) located at 500 North Grand Avenue in Charles City, IA 50616. The services provided by this Agreement are limited to students in the **Charles City Community Schools**.

2. **Avalon Center's Responsibilities.** During the term of this Agreement, Avalon Center agrees to the following:

- A. Provide appropriate licensed therapists/licensed social worker's approved by the Charles City Schools.
- B. Secure all required releases prior to assessments, counseling, or therapy sessions.
- C. Select students according to criteria established for services.
- D. Provide assessment, counseling, or therapy services to all students meeting the pre-established criteria without regard to the student's insurance status or ability to pay.
- E. Register all students for assessment, counseling, or therapy sessions.
- F. Maintain all confidential records.
- G. Bill appropriate insurance companies for services performed.
- H. Provide services on-site in the Charles City Community School District.
- I. Provide services in the Charles City Community School District up to three (3) days per week during the school year when school is in session as well as during the summer months. Should school not be open, services can also be provided in the Avalon Center's satellite office located in Charles City.

- J. Provide all materials, supplies, reading materials, pamphlets, etc., necessary for assessments, counseling, or therapy sessions.

3. **School's Responsibilities.** During the term of this Agreement, School agrees to the following:

- A. Offer the opportunity for Avalon Center & it's approved counselors to discuss the program and relay relevant issues to School personnel.
- B. Provide the same room at each, Washington and Lincoln Elementary Schools, Middle School and High School up to two (2) days per week during the school year, when school is in session, for Avalon Center counselors to conduct assessments, counseling, or therapy sessions. The space provided will be appropriate to meet Avalon Center's needs and approved by Avalon Center.
- C. Provide a room that will be secure and allow confidentiality to Avalon Center staff and students participating in assessment, counseling, or therapy sessions.
- D. Provide access to students and allow students to attend assessments, counseling, or therapy sessions during regular scheduled classes, as needed.
- E. Maintain responsibility for students' actions outside of all therapy sessions.
- H. Pay Avalon Center One hundred and sixty four dollars (\$164.00) per day for each day the therapist is present in the schools. This amount will cover hours that are non-billable. The school will receive a monthly invoice from Avalon Center.

4. **Term/Termination of Agreement.** This Agreement shall become effective on the 1st day of August 2020 and shall continue through July 31<sup>st</sup>, 2021. At that time, a new contract will need to be signed. This Agreement may be extended for a like term upon the mutual consent and written agreement of the parties. Either party may terminate this Agreement at any time with a thirty (30) day written notice of intention to terminate.

5. **Records.** Avalon Center will maintain such appropriate records and reports regarding services as contemplated by this Agreement. School, or employees of School, shall not have access to the confidential records maintained by Avalon Center.

6. **Indemnification.** Each party agrees to defend, indemnify, and hold the other harmless from any and all liability, damages, expenses (including court costs and attorney fees) and claims for loss or injury of any nature whatsoever, in connection with any claims of any kind that arise from a party's own action or omissions of actions or omissions by that party's agents, representatives, or employees.

7. **Independent Contractor Status.** The relationship between the parties is that of Independent Contractor. Nothing shall be construed to create a relationship of employer/employee, partner, or joint venture between the parties.

8. **Governing Law.** All questions concerning the validity, intention, or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the state of Iowa.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. Any prior agreements and understandings between the parties with respect to the subject matter, whether oral or written, are hereby superseded and replaced.

10. **Amendments.** This Agreement may not be changed or terminated orally. No modification, amendment, or attempted waiver of any of its provisions shall be valid unless both parties provide prior written approval.

11. **Assignment.** This Agreement may not be assigned by either party without the prior written approval of both parties.

**In witness whereof**, the parties have executed this Agreement as of the day and year first above written.

"School"  
Charles City Community School District

"Avalon Center"  
Avalon Center & Director Ms. Leah Weber, CADC, LMHC,  
NCC

By: \_\_\_\_\_  
Charles City Community School District

By:  \_\_\_\_\_  
Ms. Leah Weber, CADC, LMHC, NCC, Director

Date: \_\_\_\_\_

Date: 7-14-2020

# **ASSESSMENT/COUNSELING/THERAPY AGREEMENT**

This **Assessment/Counseling/Therapy Agreement** ("Agreement") is made and entered into this First day of August 2020 by and between **Turning Leaf Counseling, Inc (Cody Williams, LMHC, NCC-Executive Clinician)**, whose address is 103 East State Street Suite 301, Mason City, Iowa 50401 (hereinafter referred to as "Mr. Williams (TLC)"), and **Charles City Community Schools**, whose Administrative Offices are located at 500 North Grand Avenue in Charles City, IA 50616 (hereinafter referred to as "School").

## **Recitals**

**Whereas**, Mr. Williams (TLC) is a duly licensed mental health counselor with his principal place of business in Mason City, Iowa;

**Whereas**, School would like to contract with Mr. Williams (TLC) whom provides assessment, counseling, and therapy services; and

**Whereas**, the parties desire to enter into this Assessment/Counseling/Therapy Agreement upon the terms and conditions set out in this Agreement.

**It is, therefore, agreed to as follows:**

1. **Services Provided.** Mr. Williams (TLC) agrees to provide assessments, counseling, and therapy services to students of **Charles City Community Schools**, located at 500 North Grand Avenue in Charles City, IA 50616. The services provided by this Agreement are limited to students in the Charles City Community School District.

2. **Mr. Williams Responsibilities.** During the term of this Agreement, Mr. Williams (TLC) agrees to the following:

- A. Provide appropriate licensed therapist and/or interns approved by Charles City Schools.
- B. Secure all required releases prior to assessments, counseling, or therapy sessions.
- C. Select students according to criteria established for services.
- D. Provide assessment, counseling, or therapy services to all students meeting the pre-established criteria without regard to the student's insurance status or ability to pay.
- E. Register all students for assessment, counseling, or therapy sessions.
- F. Maintain all confidential records.
- G. Bill appropriate insurance companies for services performed.
- H. Provide services on-site in the Charles City Community School District.
- I. Provide services in the Charles City Community School District up to one day per week during the school year when school is in session.
- J. Provide all materials, supplies, reading materials, pamphlets, etc., necessary for assessments, counseling, or therapy sessions.



3. **School's Responsibilities.** During the term of this Agreement, School agrees to the following:
- A. Offer the opportunity for the therapist to discuss the program and relay relevant issues to School personnel.
  - B. Provide the same room at, Charles City School up to one day per week during the school year, when school is in session, for the therapist to conduct assessments, counseling, or therapy sessions. The space provided will be appropriate to meet the therapist needs and approved by the therapist.
  - C. Provide a room that will be secure and allow confidentiality to the therapist and students participating in assessment, counseling, or therapy sessions.
  - D. Provide access to students and allow students to attend assessments, counseling, or therapy sessions during regular scheduled classes, as needed.
  - E. Maintain responsibility for students' actions outside of all therapy sessions.
4. **Term/Termination of Agreement.** This Agreement shall become effective on the 1st day of August 2020 and shall continue through the 2020-2021 school year. This Agreement may be extended for a like term upon the mutual consent and written agreement of the parties. Either party may terminate this Agreement at any time with a thirty (30) day written notice of intention to terminate.
5. **Records.** Mr. Williams (TLC) will maintain such appropriate records and reports regarding services as contemplated by this Agreement. School, or employees of School, shall not have access to the confidential records maintained by the therapist.
6. **Indemnification.** Each party agrees to defend, indemnify, and hold the other harmless from any and all liability, damages, expenses (including court costs and attorney fees) and claims for loss or injury of any nature whatsoever, in connection with any claims of any kind that arise from a party's own action or omissions of actions or omissions by that party's agents, representatives, or employees.
7. **Independent Contractor Status.** The relationship between the parties is that of Independent Contractor. Nothing shall be construed to create a relationship of employer/employee, partner, or joint venture between the parties.
8. **Governing Law.** All questions concerning the validity, intention, or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the state of Iowa.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. Any prior agreements and understandings between the parties with respect to the subject matter, whether oral or written, are hereby superseded and replaced.
10. **Amendments.** This Agreement may not be changed or terminated orally. No modification, amendment, or attempted waiver of any of its provisions shall be valid unless both parties provide prior written approval.
11. **Assignment.** This Agreement may not be assigned by either party without the prior written approval of both parties.

**In witness whereof**, the parties have executed this Agreement as of the day and year first above written.

"School"

Charles City Community School District

"Turning Leaf Counseling, Inc (Mr. Williams)"

Mr. Cody Williams, LMHC, NCC

By: \_\_\_\_\_  
Charles City School Administrator

By:  \_\_\_\_\_  
Mr. Cody Williams, LMHC, NCC

Date: \_\_\_\_\_

Date:  \_\_\_\_\_