

SOUTH TAMA COUNTY SCHOOLS

THE SOUTH TAMA COUNTY BOARD OF EDUCATION WILL MEET IN
REGULAR SESSION ON MONDAY, **FEBRUARY 16, 2015** AT **5:30 P.M.**
IN THE PROFESSIONAL LEARNING ROOM, PARTNERSHIP CENTER,
215 W 9TH STREET, TAMA, IOWA

AGENDA

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|-------|---|---------------------------------|
| I. | Call to Order | Michelle Yuska, Board President |
| II. | Roll Call and Declaration of Quorum | Mary Boege, Board Secretary |
| III. | Adoption of Agenda | |
| IV. | Consent Agenda (Policy 204.80) | |
| | • Approval of Minutes of Previous Meeting/Work Session | Full Board |
| | • Bills | |
| | • Financial Statement | |
| V. | Public Comments | |
| VI. | Action Items: | Full Board |
| | A. Personnel | Kerri Nelson |
| | B. Fiber Optic Locating Services Contract | Steve McAdoo |
| | C. Acceptance and Approval of Bus Bid | Steve McAdoo |
| | D. Policy 402.68 Drug and Alcohol Testing Program Second Reading | Kerri Nelson |
| | E. Policy 402.71 Mileage Second Reading | Kerri Nelson |
| | F. Policy 404.10 Administrators Holidays/Vacations Second Reading | Kerri Nelson |
| | G. Policy 502.11 Bullying & Harassment Second Reading | Kerri Nelson |
| | H. Policy 601.5 School Day Second Reading | Kerri Nelson |
| | I. Policy 605.42 Early Graduation Second Reading | Kerri Nelson |
| VII. | Discussion Items: | |
| | A. Extended Learning Opportunities at Elementary | Stacy Stull |
| | B. Facilities Planning | Kerri Nelson |
| | C. School Speed Zone | Michelle Yuska |
| VIII. | Adjournment | |
| | Exempt Session: Negotiations | |

Consent Agenda Item IV. (Policy 204.80)
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Items included for this consent agenda:

- Approval of Minutes of Previous Meeting/Work Sessions
- Bills
- Financial Statement

Superintendent's Recommendation

Approve the consent agenda as presented.

Agenda Item VI.A. Personnel

Contracts:

Contracted Person	Position	Specific Date (if applicable)	Salary/Hourly Rate/or Total Contract
Jorena Vavra	Elem. Aide - 5 hours	Immediate	Increase to 7 hours
Heather Wanatee	MS Head Track Girls-7th	March, 2015	\$1,904.00
Bryan Anderson	Assistant LI HS Baseball	May, 2015	\$2,856.00
Dustin Peska	Assistant LI HS Baseball - 8/9th	May, 2015	\$3,209.60

Notice of Volunteer Coach:

Name	Activity	Date
Lynette Benda	Girls Tennis	Spring 2015

Officiating:

Contracted Person	Position	Specific Date	Salary/Hourly Rate or Total Contract
John Bartello	Varsity Wrestling	12/12/2015	\$150
Jordan Bleil	Varsity Wrestling	12/12/2015	\$150
Andrew May	Varsity Wrestling	12/12/2015	\$150
	Varsity Wrestling	1/07/2016	\$85
	Varsity Wrestling	1/19/2016	\$85
Mike McElmeel	Varsity Wrestling	12/12/2015	\$150

Lennie Smith	Varsity Wrestling	12/12/2015	\$150
Greg Scott	Varsity Wrestling	1/19/2016	\$85

Superintendent's Recommendation:

Approve the personnel requests as presented.

Agenda Item VI.B. Approve Fiber Optic Locating Services Contract

The school would contact with USIC Locating Services for the purpose of labor and equipment relative to locating and marking underground facilities. This agreement is attached.

Superintendent's Recommendation:

Approve the Fiber Optic Locating Services contract.

Agenda item VI. C. Approve and Acceptance of Bus Bid

Bids were opened at 1:00 p.m. on February 9, 2015, for one complete 84 passenger bus. It is recommended that the Board approve the bid from School Bus Sales. Steve McAdoo provided the bus comparison sheet attached.

Superintendent's Recommendation

Recommend approval of bid of \$99,365 from School Bus Sales for one new Blue Bird passenger school bus.

Agenda Item VI.D. Approve 402.68 Drug and Alcohol Testing Program Second Reading

See attached document.

Superintendent's Recommendation

Approve the second reading of Policy 402.68.

Agenda Item VI.E. Approve 402.71 Mileage Second Reading

See attached document.

Superintendent's Recommendation

Approve the second reading of Policy 402.72.

Agenda Item VI.F. Approve 404.10 Administrators Holidays/Vacations Second Reading

See attached document.

Superintendent's Recommendation

Approve the second reading of Policy 404.10.

Agenda Item VI.G. Approve 502.11 Bullying, Harassment and Hazing Prohibited Second Reading

See attached document.

Superintendent's Recommendation

Approve the second reading of Policy 502.11.

Agenda Item VI.H. Approve 601.50 School Day Second Reading

See attached document.

Superintendent's Recommendation

Approve the second reading of Policy 601.50

Agenda Item VI.I. Approve 605.42 Early Graduation Second Reading

See attached document.

Superintendent's Recommendation

Approve the second reading of Policy 605.42.

REGULAR SESSION
OF THE BOARD OF EDUCATION OF THE
COMMUNITY SCHOOL DISTRICT OF SOUTH TAMA COUNTY

The Board of Directors of the Community School District of South Tama County met on January 19, 2015 in a Regular Session meeting at the Professional Learning Room, Partnership Center, Tama, Iowa at 5:30 p.m.

On call of the roll the following were present: Michelle Yuska, Jackie Dvorak, Alan Kline and Mark McFate. Absent – Anne Michael. Quorum Present
Also present were: Kerri Nelson, Mary Boege, Donna Smith, Eric Townsley and Steve McAdoo.

Motion by Dvorak, second by McFate to approve the agenda. All Ayes.

Motion by Kline, second by McFate to approve the consent agenda approving the minutes of the December 15, 2014 meeting, financials, bills for payment as presented and the early graduation request of A.S, E.C., H.S., and K.W. All Ayes.

Public Comments:
None

Motion by Dvorak, second by Kline to approve the following personnel changes. All Ayes

Retirements – Darla Cory – 4th Grade, James Bugge – Elementary Principal, Sue Bugge – MS Guidance Counselor, Peggy Backen – Elementary Food Service, Dave Wacha – Bus Driver and Mechanic, Donna Smith – Title I, and Sherry Shepard – 4th Grade.
Resignations – Sharon Manfull – Elem Ed Aide

Motion by McFate second by Dvorak to approve the contract with Brewer Engineering Consultants for a total of \$41,950 for Engineering Services on the high school air conditioning project. All Ayes.

Motion by Dvorak, second by McFate to approve the review of policies 400-600. All Ayes.

Superintendent Nelson reviewed with the Board the recommended policy revisions to be brought back for board approval.

Superintendent Nelson also discussed with the Board facility planning and the feasibility of replacing the portables at the high school.

Motion by Kline, second by Dvorak to adjourn the meeting at 6:29 p.m. All Ayes.

Michelle Yuska, Board President Date

Mary Boege, Board Secretary Date

SPECIAL SESSION
OF THE BOARD OF EDUCATION OF THE
COMMUNITY SCHOOL DISTRICT OF SOUTH TAMA COUNTY

The Board of Directors of the Community School District of South Tama County met on February 2, 2015 in Special Session meeting in the Professional Learning Room, Partnership Center, Tama, Iowa at 5:30 p.m.

On call of the roll the following were present: Jackie Dvorak, Alan Kline, Mark McFate, Anne Michael, Michelle Yuska. Quorum Present

Also present were Kerri Nelson, Kim Gardner, and Donna Smith.

Motion by McFate, second by Michael to approve the agenda as presented. All ayes.

Public Comments: None.

Motion by Dvorak, second by Kline to approve the following personnel changes. All ayes.

Contract: Rachel YoungBear- HS Food Service Worker

Retirement: Lovona Bazal- HS Secretary

Motion by McFate, second by Dvorak to approve the first reading of Policy 402.68, Drug and Alcohol Testing Program. All ayes.

Motion by Kline, second by McFate to approve the first reading of Policy 402.71, Mileage. All ayes

Motion by McFate, second by Dvorak to approve the first reading of Policy 404.10, Administrators Holidays/Vacations. All ayes.

Motion by Kline, second by Dvorak to approve the first reading of Policy 502.11, Bullying & Harassment. All ayes.

Motion by Dvorak, second by Michael to approve the first reading of Policy 605.42, Early Graduation. All ayes.

Motion by Michael, second by Dvorak to approve the first reading of Policy 601.5, School Day. All ayes.

Motion by Kline, second by Michael to table the Fiber Optic Locating Services Contract until the next meeting. All ayes.

Mrs. Nelson discussed how the schools are ranked by attendance, academic growth, proficiency, and other areas, and where we are on the charts.

There was discussion about the new rules concerning school calendar waivers and our attempt to file one for the upcoming year.

Mrs. Nelson discussed revising Policy 502.40, Banning Electronic Communication Devices.

There was discussion on revising Policy 605.30, Promotion and Retention, to include guidance from the Department of Education.

Mrs. Nelson also discussed updating Policy 603.20, Curriculum Development and Textbook Adoption Cycle.

There was discussion about implementing a Cell Phone Policy for employees.

Motion by Dvorak, second by Michael to adjourn at 7:04 p.m. All ayes.

Michelle Yuska, Board President Date

Kim Gardner, Acting Board Secretary Date

SOUTH TAMA COUNTY SCHOOLS
BILLS PRESENTED 2-16-15

1/16/2015 Adam Williams Photos	Musical Poster	\$75.00
1/16/2015 Lyle Bushkofsky	Baseketball Official	\$95.00
1/16/2015 Coca Cola	HS Vending, Concessions	\$3,174.64
1/16/2015 Greg Davis	Basketball Official	\$95.00
1/16/2015 Decker Sporting Goods	Basketball Clothing	\$107.00
1/16/2015 Allan Drees	Basketball Official	\$95.00
1/16/2015 Stacey Dunbar	Basketball Official	\$95.00
1/16/2015 Fareway Stores	HS Concessions	\$153.73
1/16/2015 Iowa FB Coaches Assoc	Membership Fee	\$55.00
1/16/2015 Iowa Sports Supply	Girls Track Supplies, Athletic Prewrap	\$614.25
1/16/2015 ISU Bands	Honor Band Registration Fee	\$36.00
1/16/2015 Larry Jacobus	Basketball Official	\$95.00
1/16/2015 Tom Kemper	Basketball Official	\$50.00
1/16/2015 Dean Kirkpatrick	Basketball Official	\$95.00
1/16/2015 NEIBA	Festival Fee	\$100.00
1/16/2015 New Hampton HS	Entry Fee	\$75.00
1/16/2015 NPC International	HS Concessions Pizza	\$505.78
1/16/2015 Paul's Ace Hardware	Tables, Archery Club Supplies	\$359.88
1/16/2015 Wayne Ritscher	Basketball Official	\$150.00
1/16/2015 Nate Roberts	Baseketball Official	\$50.00
1/16/2015 Mark Smith	Basketball Official	\$95.00
1/16/2015 Tim Smith	Baseketball Official	\$95.00
1/16/2015 Sportsplus PT Center	Health Testing	\$186.00
1/16/2015 STC Schools Mastercard	Supplies, Conferece Fees, Membership Fees	\$2,309.38
1/16/2015 Town & Country	HS Concessions	\$727.98
1/16/2015 Ron Van Hoeck	Basketball Official	\$95.00
1/16/2015 Varsity Spirit Fashions	Football Cheerleading Clothing	\$1,678.00
1/16/2015 Coca Cola	Staff Vending Machines	\$1,934.57
1/16/2015 Fareway Stores	Staff Gift Supplies	\$70.00
1/16/2015 STC Schools Mastercard	Supplies, Software License	\$698.38
1/16/2015 Ultimate Image	Clothing, Coats	\$503.00
1/20/2015 STC Schools Mastercard	Supplies, Software, Paper Subscription	\$1,963.10
1/22/2015 Pitney Bowes	Postage Meter Rental	\$726.60
1/22/2015 Iowa Workforce Development	Unemployment	\$29.02
1/23/2015 Bob Averill	Baseketball Official	\$120.00
1/23/2015 Mike Carnahan	Reimbursement	\$44.99
1/23/2015 Greg Davies	Basketball Official	\$95.00
1/23/2015 Scott Forsberg	Basketball Official	\$95.00
1/23/2015 Jed Hammen	Basketball Official	\$95.00
1/23/2015 Wayne Ritscher	Basketball Official	\$100.00
1/23/2015 Mike Roberts	Basketball Official	\$115.10
1/23/2015 Nate Roberts	Basketball Official	\$50.00
1/23/2015 David Stamy	Basketball Official	\$95.00
1/23/2015 STC Schools Mastercard	Supplies, Tripod,Cheer Poms	\$1,310.58
1/23/2015 Tama Florest	Project 60 Corsages	\$95.00
1/23/2015 Town & Country	Concession Supplies	\$269.19
1/23/2015 Justin Wells	Basketball Official	\$95.00

SOUTH TAMA COUNTY SCHOOLS
BILLS PRESENTED 2-16-15

1/23/2015 Coaches vs Cancer	Donation	\$25.00
1/23/2015 Coca Cola	Staff Vending Machines	\$419.85
1/23/2015 STC Schools Mastercard	Supplies	\$95.49
1/23/2015 University of Iowa Childrens Hos	Autographed Football - Fundraiser	\$25.00
1/23/2015 Verizon Wireless	Cellphone Charges	\$79.82
1/23/2015 Iowa HS Athletic Assoc	Tournament Fees	\$400.00
1/30/2015 Apple Computer	Ipad	\$429.00
1/30/2015 Bob Averill	Basketball Official	\$60.00
1/30/2015 Aaron Burdor	Basketball Official	\$95.00
1/30/2015 Coca Cola	Concession and Vending	\$1,222.05
1/30/2015 Alan Darnielle	Basketball Official	\$95.00
1/30/2015 Decker Sporting Goods	Clothing	\$1,274.00
1/30/2015 East Marshall CSD	Wrestling Entry Fee	\$120.00
1/30/2015 Thad Espenscheid	Basketball Official	\$95.00
1/30/2015 Fareway	Concessions and Blood Drive Supplies	\$163.38
1/30/2015 Lynn Heetland	Basketball Official	\$95.00
1/30/2015 Martin Brothers	HS Vending	\$203.69
1/30/2015 Andrew May	Wrestling Official	\$100.00
1/30/2015 Montezuma HS	Entry Fee	\$75.00
1/30/2015 NPC International	Concession Supplies	\$256.47
1/30/2015 Wayne Ritscher	Basketball Official	\$50.00
1/30/2015 Nate Roberts	Basketball Official	\$50.00
1/30/2015 Rod Russell	Basketball Official	\$95.00
1/30/2015 Greg Scott	Wrestling Official	\$101.20
1/30/2015 Sportspage	Floor Tape	\$91.85
1/30/2015 Brad Thiel	Basketball Official	\$95.00
1/30/2015 Town & Country	Concession Supplies	\$683.15
1/30/2015 Coca Cola	Elem Staff Vending	\$160.08
2/4/2015 Alliant Energy	Gas and Electric	\$25,154.38
2/4/2015 Am San	Custodial Supplies	\$2,795.56
2/4/2015 AEA 267	Work Experience	\$7,661.00
2/4/2015 Auto-Jet Muffler	Muffler Hanger	\$40.02
2/4/2015 Stan Avery	January Mileage	\$59.66
2/4/2015 Carquest Auto Parts Stores	Repair Parts	\$536.21
2/4/2015 City of Toledo	Water	\$444.60
2/4/2015 Tracy Clark	January Mileage	\$6.23
2/4/2015 Clayton Ridge	Open Enrollment	\$3,060.50
2/4/2015 Companion Corporation	License Fees	\$499.00
2/4/2015 CR/LC Solid Waste	Chemical Disposal	\$493.30
2/4/2015 Decker Inc	Repair Parts	\$84.65
2/4/2015 Department of Education	Bus Inspection	\$40.00
2/4/2015 Dubuque Comm School	Special Ed Billing	\$4,944.03
2/4/2015 Electric Supply of Marshalltown	Supplies	\$49.04
2/4/2015 Fareway Stores	FCS Supplies	\$486.69
2/4/2015 Fastenal	Supplies	\$208.05
2/4/2015 Follett School Solutions	Ebooks	\$134.45
2/4/2015 Kim Gardner	Mileage	\$14.28

SOUTH TAMA COUNTY SCHOOLS
BILLS PRESENTED 2-16-15

2/4/2015	Gatr Truck Center	Repair Parts	\$217.85
2/4/2015	GMG CSD	Special Ed Billing	\$5,977.15
2/4/2015	Grainger	Repair Parts	\$256.68
2/4/2015	Hrabak Lumber Company	Sheet Rock, Lumber	\$28.07
2/4/2015	Inland Truck Parts & Service	Repair Parts	\$210.48
2/4/2015	Interstate Batteries of Upper IA	Bus Batteries	\$264.85
2/4/2015	Iowa Division of Labor	Boiler Inspections	\$80.00
2/4/2015	J&V Auto Parts	Repair Parts	\$433.57
2/4/2015	JW Pepper	Music	\$299.43
2/4/2015	K&M Sanitation	Garbage Service	\$792.50
2/4/2015	Kebecca Education Services	Level III Programing	\$26,839.66
2/4/2015	Marshalltown Comm Schools	Special Ed Billing	\$5,069.70
2/4/2015	Martin Brothers	Supplies	\$174.52
2/4/2015	Menards	Floor Tile	\$234.03
2/4/2015	National School Boards Assoc	Membership Fee	\$2,675.00
2/4/2015	New Century Communications	Phone Repair	\$492.50
2/4/2015	New Century FS	Gas and Diesel	\$16,677.48
2/4/2015	Pierce Lumber	Red Oak	\$1,638.98
2/4/2015	Pitney Bowes	Postage Refill	\$503.50
2/4/2015	Plumb Supply	Sink and Faucet	\$198.84
2/4/2015	Poweshiek Water	Water	\$43.00
2/4/2015	Quill Corporations	Envelopes	\$29.36
2/4/2015	Naomi Ramsay	Reimbursement	\$79.08
2/4/2015	RC Systems	Cable	\$309.84
2/4/2015	Schendel Pest Control	Pest Control	\$210.00
2/4/2015	Scholastic Education	Support for Read 180	\$2,100.00
2/4/2015	Scholastic Inc	Books	\$2,099.84
2/4/2015	Scholastic Inc	Iread Program License and Support	\$31,347.00
2/4/2015	School Bus Sales	Repair Parts	\$476.86
2/4/2015	School Datebooks	Supplies	\$55.99
2/4/2015	Superior Welding	Helmets, Supplies	\$1,252.84
2/4/2015	Tacony Corporation	Vacuum	\$430.33
2/4/2015	Tama Chainsaw & Lawnmower	Snowblower Repair	\$141.33
2/4/2015	Tama County Extension	Registration Fee	\$105.00
2/4/2015	Tama County Solid Waste	Landfill Charges	\$35.00
2/4/2015	Tama Water Department	Water	\$461.94
2/4/2015	Thomas Company	Furnance Repair, Parts	\$848.74
2/4/2015	Timberline Service	Medicaid Billing	\$299.72
2/4/2015	Town & Country	Supplies	\$176.31
2/4/2015	University of Northern Iowa	Kits	\$75.00
2/4/2015	USS Polaris	Skid Shoes	\$19.99
2/4/2015	Weber Paper	Paper	\$196.69
2/4/2015	Wenger Corporation	Repair Parts	\$193.00
2/4/2015	Wilkerson Hardware	Supplies	\$91.30
2/4/2015	Cheryl Winter	Transportation Assistance	\$239.00
2/4/2015	Amy Wyatt	Reimbursement	\$74.44
2/4/2015	De Lage Landen Financial	Copier Lease	\$6,969.80

SOUTH TAMA COUNTY SCHOOLS
BILLS PRESENTED 2-16-15

2/4/2015 Product Incorporated	Shower Panel Unit	\$2,141.20
2/4/2015 EMS Detergent	Detergent and Rinse	\$365.50
2/4/2015 Sandy Jantzen	Mileage	\$41.17
2/4/2015 K&M Sanitation	Garbage Service	\$357.50
2/4/2015 Martin Brothers	Groceries and Supplies	\$12,283.99
2/6/2015 Allsport Coaching Solutions	Record Board	\$841.32
2/6/2015 Bob Averill	Basketball Official	\$120.00
2/6/2015 BCLUW High School	Wrestling Entry Fee	\$85.00
2/6/2015 Coca Cola	Concessions and Vending	\$714.24
2/6/2015 Elisha Culpepper	Basketball Official	\$95.00
2/6/2015 Decker Sporting Goods	Clothing	\$107.00
2/6/2015 Gary Ewald	Basketball Official	\$95.00
2/6/2015 Fareway Stores	Concession Supplies	\$97.62
2/6/2015 Jamie Grimm	Basketball Official	\$95.00
2/6/2015 Iowa HS Speech Assoc	State Large Group Speech Entry	\$235.00
2/6/2015 Iowa Sports Supply	Clothing	\$409.60
2/6/2015 Justin Jacobs	Basketball Official	\$50.00
2/6/2015 Rod Kolder	Basketball Official	\$95.00
2/6/2015 Martin Brothers	HS Vending	\$246.46
2/6/2015 NPC International	Pizza - Concessions	\$161.48
2/6/2015 Paul's Ace Hardware	Supplies - Archery Club	\$5.99
2/6/2015 Wayne Ritscher	Basketball Official	\$50.00
2/6/2015 Roger Roseberry	Basketball Official	\$95.00
2/6/2015 Derrick Schantz	Basketball Official	\$95.00
2/6/2015 Gary Sieck	Basketball Official	\$60.00
2/6/2015 Des Moines Performing Arts	Tickets - Scraps Art Music	\$135.00
2/6/2015 STC General Fund	Refund - Boxtops Deposited in Wrong Account	\$406.30
2/6/2015 Tama Florest	Green Plant	\$30.00
2/16/2015 Alliant Energy	Gas and Electric	\$5,030.15
2/16/2015 Am San	Custodial Supplies	\$408.76
2/16/2015 Ames Environmental	Testing Fees	\$437.00
2/16/2015 Anderson Erickson	Preschool Supplies	\$247.20
2/16/2015 ASBO International	Membership Fee	\$219.00
2/16/2015 Mary Boege	Mileage	\$89.00
2/16/2015 Compusystems	Registration Fee	\$255.00
2/16/2015 Electric Supply of Marshalltown	Lights, Supplies	\$696.57
2/16/2015 Fareway Stores	FSC Supplies	\$28.62
2/16/2015 Fastenal	Supplies	\$332.30
2/16/2015 Hatch	Preschool Supplies	\$993.60
2/16/2015 Hrabak Lumber Company	Supplies	\$34.97
2/16/2015 Iowa Assoc School Boards	Employee Background Checks	\$210.00
2/16/2015 Iowa Dept Human Services	Medicaid	\$10,425.51
2/16/2015 Iowa Dept Transportation	Salt Treatment	\$656.00
2/16/2015 JW Pepper	Music	\$237.47
2/16/2015 Kriss Premium Products	Testing Steam Boilers	\$300.00
2/16/2015 Martin Brothers	Coffee Maker, Supplies	\$417.04
2/16/2015 McGuiness Co	Stream Traps, Gaskets	\$117.45

SOUTH TAMA COUNTY SCHOOLS
BILLS PRESENTED 2-16-15

2/16/2015 Midwest Wheel Companies	Repair Parts	\$84.12
2/16/2015 North Tama County Schools	Special Ed Billing	\$14,895.90
2/16/2015 Paul's Ace Hardware	Heater, Snow Pusher, Supplies	\$1,205.50
2/16/2015 Scharnweber Water Cond	Truck Rental, Supplies	\$78.00
2/16/2015 School Bus Sales	Repair Parts	\$271.22
2/16/2015 SimplexGrinnell	Clocks	\$877.18
2/16/2015 Stacy Stull	Mileage	\$62.75
2/16/2015 Superior Welding	Welding Supplies	\$302.78
2/16/2015 Tama County Sheriff's Office	Fingerprinting	\$15.00
2/16/2015 Tama/Grundy Publishing	Public Notices	\$229.22
2/16/2015 Thys Chevrolet	Key, Oil Filter	\$85.73
2/16/2015 Waverly-Shellrock CSD	Special Ed Billing	\$17,145.00
2/16/2015 West Music	Repair, Supplies and Music	\$272.83
2/16/2015 Wilcox Equipment	Pump Mount Bracket- Skid Loader	\$71.18
2/16/2015 Woodward-Granger CSD	Special Ed Billing	\$761.88
2/16/2015 Anderson Erickson	Milk	\$6,627.76
2/16/2015 Naomi Chyma	January Mileage	\$10.00
2/16/2015 Earthgrains Baking Co	Bread	\$1,297.49
2/16/2015 Audrey Evans	January Mileage	\$35.00
2/16/2015 Fareway Stores	Bananas, Cereal, Supplies	\$681.90
2/16/2015 Judy Fuller	January Mileage	\$12.50
2/16/2015 Susan Husak	January Mileage	\$2.50
2/16/2015 Martin Brothers	Groceries and Supplies	\$8,484.18
2/16/2015 Wendy Stull	January Mileage	\$20.00
2/16/2015 Wordware Inc	Software Update	\$2,019.23
	Total	\$280,758.90

General Fund	\$211,431.49
Activity Fund	\$23,446.00
Management Fund	\$29.02
Capital Projects	\$0.00
PPEL	\$9,111.00
Debt Service	\$0.00
Agency Funds	\$4,502.67
Food Service	\$32,238.72
Total of All Funds	\$280,758.90

The above invoices have been reviewed and are hereby approved for payment.

SOUTH TAMA COUNTY SCHOOLS
2014-15 Summary
Through January 2015

General Fund (10)

	<u>Year To Date</u>	
Balance 6/30/14	\$1,528,698.60	
Revenues	\$8,794,418.12	\$1,569,879.41
Expenditures	<u>\$8,753,237.31</u>	
Ending Balance	\$1,569,879.41	

Management (22)

Balance 6/30/14	\$45,068.47	
Revenues	\$286,980.82	-\$93,689.40
Expenditures	<u>\$425,738.69</u>	
Ending Balance	-\$93,689.40	

Capital Projects Other Sources (33)

Balance 6/30/14	\$1,339,507.93	
Revenues	\$1,434,953.97	\$2,116,682.06
Expenditures	<u>\$657,779.84</u>	
Ending Balance	\$2,116,682.06	

PPEL Fund (36) Year To Date

Balance 6/30/14	\$446,556.30	
Revenues	\$289,227.82	
Expenditures	<u>\$481,004.88</u>	
Ending Balance	\$254,779.24	

Balance Per General Ledger **\$254,779.24**

Debt Service (40)

Balance 6/30/14	\$19,721.26	
Revenues	\$0.00	
Expenditures	<u>\$0.00</u>	
Ending Balance	\$19,721.26	

Balance Per General Ledger **\$19,721.26**

Nutrition Fund (61)

Balance 6/30/14	\$27,834.60	
Revenues	\$378,684.58	
Expenditures	<u>\$389,843.36</u>	
Ending Balance	\$16,675.82	

Balance Per Ledger **\$16,675.82**

Bank to Books Reconciliation		\$3,884,048.39
Statement Toledo 221	\$11,502.91	
Statement LSB 560	\$3,850,403.19	
Statement Chelsea 114	\$70,837.10	
Less Outstanding Checks	\$48,724.81	
Plus NSF Checks	<u>\$30.00</u>	
Balance per Bank	\$3,884,048.39	

Student Activity (21)

Balance 6/30/14	\$179,186.62	
Revenues	\$246,646.46	
Expenditures	<u>\$240,044.30</u>	
Ending Balance	\$185,788.78	\$185,788.78

Trust Funds (81)

Balance 6/30/14	\$12,574.18	
Revenues	\$0.00	
Expenditures	<u>\$0.00</u>	
Ending Balance	\$12,574.18	\$12,574.18

Agency Fund (91)

Balance 6/30/14	\$33,731.81	
Revenues	\$38,041.98	
Expenditures	<u>\$33,525.54</u>	
Ending Balance	\$38,248.25	\$38,248.25

Bank to Books Reconciliation

Statement Toledo 12246	\$501.31	
Statement Toledo 8084	\$8,042.92	
Statement Toledo 8106	\$1,926.97	
Statement Toledo 221	\$145,660.41	
Statement Pinnacle	\$87,805.92	
Less Outstanding Checks	\$7,539.32	
Less Voided Checks	\$0.00	
Plus NSF Checks	<u>\$213.00</u>	
Balance Per Bank	\$236,611.21	\$236,611.21

**UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT**

THIS CONTRACT is entered into as of February 9, 2015, and is by and between USIC Locating Services, LLC, an Indiana corporation, (**USIC**), and South Tama County Community Schools (**Customer**).

BACKGROUND

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

AGREEMENT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
 - 1.1 **After Hours Call Out** means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.
 - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

- 1.3 **At Fault Damages** means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy.
- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.6 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.10 **Locatable Facilities** means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 **Locate** means the completed process of having provided Locate Services at an excavation site.

- 1.12 **Locate Service** means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of Customer's Facilities within Reasonable Accuracy limits as required.
- 1.13 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.14 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires USIC to spend more than one (1) hour at the excavation site.
- 1.17 **Reasonable Accuracy** means the placement of appropriate Markings within eighteen (18) inches of the outside dimensions of both sides of an Underground Facility.
- 1.18 **Restoration Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.

- 1.19 **Services** mean the services to be provided by USIC under this Agreement.
- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 **Site Surveillance** means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.
- 1.22 **Ticket** means the document generated at the one-call center and transmitted to USIC, containing each locate request which USIC is contractually obligated to mark.
- 1.23 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by Customer or from a Visual Examination.
- 1.26 **Unlocatable Facilities** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual

Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.

- 1.27 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

2. Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.

- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records were previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.
- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any

unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

3. Responsibilities of Customer.

- 3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints up to date with accurate information. USIC bears no liability for Customer's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.
- 3.2 Customer agrees that it will reasonably cooperate with USIC so that USIC enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the Services.
- 3.3 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

4. Term, Termination and Exclusive Nature of Agreement

- 4.1 This Agreement shall be effective as of 2/16/2015, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 4.3.
- 4.2 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area.

- 4.3 Either party to this Agreement can terminate this Agreement upon thirty (30 Days) days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

5. Investigations of Damage to Customer's Facilities

- 5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the Damage to Customer's Facilities shall promptly notify the other party. This notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 5.2 USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. Customer shall have thirty (30) days after receipt of USIC's written report to contest USIC's conclusion. Unless Customer notifies USIC in writing within such period that it disputes USIC's conclusion as to At Fault Damages, USIC's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.
- 5.3 USIC shall be entitled to collect an investigation fee for each investigation and written report thereof, which it provides to Customer, unless such report concludes or the parties ultimately agree that the report involves At Fault Damages.
- 5.4 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within forty-eight (48) hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable

to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

6. Limitation of Liability and Indemnification of Customer by USIC

- 6.1 USIC will be responsible for paying Customer's Restoration Costs only if:
- a) USIC receives a request to provide Locate Services with respect to Customer's Facilities, and
 - b) the Damage to Customer's Facilities constitutes an At Fault Damage.
- Restoration costs payable by USIC shall at no time collectively exceed \$1,000.00 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (**Customer Indemnities**) from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees.

7. Indemnification of USIC by Customer

- 7.1 Customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (**USIC Indemnities**) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 USIC may adjust the prices for Locate Services set forth on Exhibit B upon thirty (30) days notice to Customer, provided that USIC provides Customer evidence that such price increase results from either (a) an increase in USIC costs for providing the Services that exceeds the average rate of inflation for the period since USIC's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area; or (c) a change in the mix of the number or types of Locates on which the pricing set forth in Exhibit A was based. Unless Customer contests, in writing within the thirty (30) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by 3.00%.
- 8.2 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_history.html. The average fuel price over the previous 6-months will be reviewed every Contract Year on January 1st and July 1st and pricing will be adjusted when applicable based the average fuel price as outlined in the chart below. There will be no adjustment in fees as long as the average fuel price is at or below \$3.99. For example, if the average fuel price for the previous 6-months is \$4.00 - \$4.49 on July 1, fees will be increased by 1.50% for the next 6-month period through December 31st. If the reviewed average 6-month fuel price (on January 1st or July 1st) drops below \$4.00, the increases will cease to be in effect.

6-month Average Fuel	
Price per Gallon	Rate Increase
\$4.00 - \$4.49	1.50%
\$4.50 - \$4.99	Additional 1.00%
\$5.00 - \$5.49	Additional 1.00%
\$5.50 +	Additional 1.00%

9. Equal Employment

9.1 USIC acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law ("Protected Classifications).

10. Insurance

10.1 USIC provides the following insurance coverage:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability	
including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
	(Each occurrence)
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence

11. Dispute Resolution

11.1 The parties shall attempt in good faith to resolve all disputes (**Controversy**) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to senior executives, or if no meeting of senior executives has taken place within fifteen days after such referral and if the Controversy is over the amount of Restoration Costs owed by USIC to Customer, the parties shall simply split the difference between their respective positions. If more than two Controversies within a given contract year result in a split of the difference under the preceding sentence or if a Controversy involves more than simply a dispute about Restoration Costs, the parties hereto reserve to themselves the right to litigate any such disputes in an appropriate forum. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State rules of evidence.

12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.
- 12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.
- 12.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

South Tama County Community Schools

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Tim Seelig
(Please print)

Title: _____

Title: Sr. Vice President

Date 2/9/2015

South Tama County Community Schools
ATTN: Mary Boege
1702 Harding St
Tama, IA 52339

Exhibit A

USIC Locating Services, LLC shall provide services in the State of IA.

Exhibit B

USIC Locating Services, LLC will charge for services rendered hereunder:

\$ 40.00 Per Ticket Received from the One Call

\$ 12.00 Project Price Per Quarter Hour for Tickets that Exceed 60 Minutes

\$ 12.00 Per Quarter Hour for Watchdogs or Site Surveillance Work

Optional

\$ 200.00 Per hour for Custom Customer Portal development

Mail Invoices To: South Tama County Community Schools
ATTN: Mary Boege
1702 Harding St
Tama, IA 52339
Phone: 641-751-1789
Email: mboedie@stama.k12.ia.us

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of invoice date.

**COMMUNITY SCHOOL DISTRICT OF SOUTH TAMA COUNTY
1702 HARDING STREET - TAMA, IOWA 52339
Transportation Department -- (641) 484-2675
Maintenance Department -- (641) 484-5702**

Date: 2-15-2015

To: Board Members

From: Steve McAdoo
Transportation/Maintenance Supervisor

Re: Bus Bids

School Bus Comparison Sheet

HOGLAND BUS

THOMAS BUS

SCHOOL BUS SALES
BLUE BIRD

\$111,968

\$100,659

\$99,365

Reasons for going with Blue Bird are we have all Blue Birds so parts for buses can interchange with one another. They are including the cameras in the price and are the lowest bid.

400 Section

402.68 Drug and Alcohol Testing Program (Bus Drivers & Other Safety Sensitive Function Positions)

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs twenty-six thousand one pounds or more. For purposes of the drug and alcohol testing program, the term "employees" includes applicants who have been offered a position to operate a school vehicle.

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion, and post-accident, drug and alcohol testing.

Employees operating school vehicles shall not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy shall be subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations. Employees with questions about the drug and alcohol testing program may contact ~~Joanna Hofer, Director of Finance & Operations~~ **South Tama County Community School District Business Office** at 1702 Harding Street, Tama, Iowa 52339.

Employees who violate the terms of this policy are subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy. The superintendent shall also inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment, in the application form and personally at the first interview with the applicant. Pre-employment alcohol tests are not authorized by law, but drug testing is required.

The superintendent shall also be responsible for publication and dissemination of this policy and its supporting administrative regulations to employees operating school vehicles. The superintendent shall also oversee a substance-free awareness program to educate employees about the dangers of substance abuse.

(December 18, 1995; June 16, 1997; July 17, 2000; June 18, 2012, February 18, 2015; January 19, 2015)

402.71 **Mileage Reimbursement**

Employees will be reimbursed at the rate of ~~\$.445 (Forty-four and one-half cents)~~ **consistent with federal amount** per mile for use of their personal automobile for approved travel on school business within and without the District except as follows:

1. Travel to periodic faculty meetings, curriculum meetings, or programs attended by employees in general.
2. Travel from the employee's personal residence to first duty location of the day.
3. Travel from the employee's last duty location of the day to personal residence.
4. Travel for which the employee does not have prior approval of an immediate Supervisor, when required.
5. Travel in excess of 30 miles (one way) not approved by the Superintendent.
6. Travel for which the employee does not submit a request for payment in the required manner.

(February 4, 1985; February 18, 1991; June 15, 1992; May 20, 1996; July, 2006; March 21, 2011; June 18, 2012; January 19, 2015)

404.10 **Administrators – Holidays/Vacations**

Holidays:

The following holidays shall be days off without loss of pay for all administrators, if the day falls within the administrator’s contract: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day, Good Friday; and Memorial Day. Employees who are ill during a holiday will be paid for the holiday without deduction of a sick leave day.

Vacations:

Administrators that are on a 12 month contract shall be eligible for paid vacation days. Days shall not accumulate over two years. ~~Unlike leaves, vacation days are listed on the record the year after they are accumulated.~~ An administrator who retains unused vacation days in excess of two (2) times their current annual rate of accumulation, will forfeit those days if they are not used by January 15th. An administrator will receive pay for unused vacation days remaining only at the termination of their employment and vacation days for departing employees will be paid on a prorated basis for persons leaving mid-year. The maximum days paid for unused vacation upon departure is two times the current annual entitlement.

0-5 Years	-----	Three Weeks (15 Days)
6-+ Above	-----	Four Weeks (20 Days)

Neither credit for prior years of outside employment, nor for prior years of service at STC in a non-12 month position will apply towards the rate of vacation accumulation. Only years of continuous service in a 12 month position within the district will be used to calculate the rate of vacation accumulation.

(June 9, 1980; June 15, 1992; May 20, 1996; December 16, 1996; March 21, 2011; June 18, 2012, January 19, 2015)

Section 500

502.11 Bullying, Harassment and Hazing Prohibited

1. **Policy.** Harassment and bullying of students and employees are against federal, state, and District Policy. The District is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students by students, school employees, and volunteers who have direct contact with students will not be tolerated in the school or school district.

This policy is in effect while students or employees are on property within the jurisdiction of the board; while on school-owned or school-operated vehicles; while attending or engaged in school-sponsored activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school or school district.

2. **Definition of Harassment and Bullying.** The board prohibits harassment, bullying, hazing, or any other victimization, of students, based on any of the following actual or perceived traits or characteristics, including but not limited to, race, color, creed, age, sex, national origin, religion, marital status, gender, gender identity, sexual orientation, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status or familial status. Harassment against employees based upon race, color, creed, gender, sexual orientation, gender identity, national origin, religion, age, or disability is also prohibited.

Harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student which is based on any actual or perceived trait or characteristic of the student and which creates an objectively hostile school environment that meets one or more of the following conditions:

- Places the student in reasonable fear of harm to the student's person or property;
- Has a substantially detrimental effect on the student's physical or mental health;
- Has the effect of substantially interfering with the student's academic performance; or

- Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities or privileges provided by a school.

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

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Demeaning jokes, stories, or activities directed at the student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a student's performance or creation of an intimidating, offensive, or hostile learning environment.

Sexual harassment may include, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits;
- Submission to or rejection of the conduct by a school employee is used as the basis for academic decisions affecting that student; or
- The conduct has the purpose or effect of substantially interfering with the student's academic performance by creating an intimidating, hostile, or offensive education environment.

Stalking and hate crimes are defined by state and federal law, and are to be reported to the proper legal authorities for prosecution.

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and/or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

Hazing. A student commits an act of hazing when the student intentionally or recklessly engages in any act or acts involving forced activity which endanger the physical health or safety of a student [for the purpose of initiation or admission into, or affiliation with, any organization operating in connection with the school]. Prohibited acts include but are not limited to, any act of a physical nature such as whipping, kidnapping, holding another student against his/her will, or any forced activity which endangers the physical health or safety of the student. Students who violate this section could be subject to criminal penalties in addition to school discipline.

3. **Reporting.** Any person alleging a violation of this policy may file a written complaint by using the *Bullying and Harassment Prohibited Complaint Form* (502.11E1) or the *Bullying and Harassment Prohibited Witness Disclosure Form* (502.11E2) at the end of this policy. Employees who are aware of harassment or bullying may file a written complaint or report the conduct to a building or District administrator. The complaint may bypass any step of the complaint procedure where the person to whom the complaint is to be lodged is believed to be involved in the alleged misconduct.

The complainant may file the initial complaint with the school's principal, whose decision may be appealed to the Superintendent. The complainant may be required to provide any evidence of harassment or bullying including, but not limited to, letters, emails, tapes, signs, and pictures. If a written complaint is filed, an investigator will promptly review the allegations to determine if the complaint states a possible violation of this policy. If so, the investigator will commence an investigation and proceed to completion. Both the complainant and the alleged perpetrator will be given an opportunity to give a statement as a part of the investigation. District employees, students and volunteers are expected to fully and fairly cooperate in the investigation.

A written investigative report will be completed following a formal investigation, and a summary of the report, including a determination that the complaint was founded, unfounded, or inconclusive will be forwarded to the complainant, to the parent or guardian, and to the alleged perpetrator. The investigator will consider the totality of the circumstances presented in determining whether the conduct objectively constitutes discrimination, bullying or harassment.

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The Superintendent or designee will be responsible for handling all complaints by students alleging bullying or harassment. The

Superintendent or designee will be responsible for handling all complaints by employees alleging bullying or harassment.

Any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report. Individuals who knowingly file a false complaint may be subject to appropriate disciplinary action.

For further details on reporting and investigation, please see Appendix A, entitled "Anti- Bullying/Harassment Investigation Procedures."

4. **Grievance Procedure – Disability.** The District has also established a grievance procedure to handle complaints of discrimination based on disability and to handle concerns regarding accommodation of disabled students. A parent, guardian, or student may utilize such grievance procedures.
5. **Confidentiality.** The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the District's legal obligations and to the extent possible in consideration of the need to investigate allegations of misconduct and take corrective action with misconduct has occurred.
6. **Retaliation Prohibited.** No person shall retaliate against a student or other person because that person has filed a discrimination or harassment complaint, assisted or participated in an investigation, or has opposed language or conduct that violates this policy, as long as the participation or action was in good faith. Persons who engage in retaliation or who knowingly file false complaints or give false statements in an investigation shall be subject to discipline up to and including suspension, expulsion, termination of employment, or exclusion from school grounds and activities.
7. **Corrective Actions.** Upon completion of an investigation into a complaint filed under this policy, the District will take action to halt any improper discrimination, harassment, or bullying and will take other appropriate corrective actions to remedy all violations of this policy. Such actions include, but are not limited to, discharge, suspension, expulsion or exclusion from school grounds and activities of a perpetrator of discrimination, harassment, or bullying.
8. **Assessment and Training.** It also is the responsibility of the superintendent, in conjunction with the investigator and principals, to develop and revise procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, school officials, faculty, staff, and volunteers who have direct contact with students. The training will include strategies for recognizing, handling, and preventing harassment. The superintendent will also develop a process for evaluating the effectiveness of the policy in reducing bullying and harassment. The

superintendent shall make regular reports to the Board of progress made toward reducing bullying and harassment.

9. **Other Agencies.** Students and their parents may also contact the Iowa Civil Rights Commission and the Office of Civil Rights of the United States Department of Education for assistance.
10. **Notification.** The board will annually publish this policy. The policy may be publicized by the following means:
 - Inclusion in the student handbook,
 - Inclusion in the employee handbook,
 - Inclusion in the registration materials,
 - Inclusion on the school or school district's web site and a copy shall be made to any person at the Central Office, 1702 Harding Street, Tama, Iowa 52339.

Legal References: 20 U.S.C. §§ 1221-1234i (2004); 29 U.S.C. § 794 (2009); 42 U.S.C. §§ 2000d-2000d-7 (2004); 42 U.S.C. §§ 12001 *et seq.* (2004); Senate File 61, 1st Regular Session, 82nd General Assembly (2007); Iowa Code §§ 216.9; 280.3, 280.28 (2009); 281 Iowa Admin. Code §§ 12.3 (2), (6), (130).

Cross References:

502 Student Rights and Responsibilities

503 Student Conduct

506 Student Records

1006.10 Discrimination Grievance Procedure

(Revised January 17, 2005; July 16, 1007; May 18, 2009, March 15, 2010; March 21, 2011, July 8, 2013, July 7, 2014; January 19, 2015)

Section 600

601.50 School Day

The student school day for grades one through twelve will consist of a minimum of six hours, not including the lunch period when a 180 school day calendar is adopted. The school day consists of the schedule of class instruction and class activities as established and sponsored by the school district. For a 180 day calendar, time during which students are released from school for parent/teacher conferences or professional development may be counted as part of students' instructional time. The minimum school day will meet the requirements as established for the operation of accredited schools. **If the board adopts a school calendar using a minimum of 1080 instructional hours, the length of the school day will meet the requirements as established for the operation of accredited schools.**

The board may define the number of days kindergarten will be held and the length of each school day for the students attending kindergarten. The school day will consist of a schedule as recommended by the superintendent and approved by the board.

For a 180 day calendar, the school district may also record a day of school with less than the minimum instructional hours if the total hours of instructional time for grades one through twelve in any five consecutive school days equals a minimum of thirty hours, even though any one day of school is less than the minimum instructional hours because of a staff development opportunity provided for the instructional staff or parent-teacher conferences have been scheduled beyond the regular school day. If the total hours of instructional time for the first four consecutive days equal at least thirty hours because parent-teacher conferences have been scheduled beyond the regular school day, the school district may record zero hours of instructional time on the fifth consecutive school day as a school day. Schedule revisions and changes in time allotments will be made by the superintendent.

When the school is forced to close due to weather or other emergencies, that part of the day during which school was in session will constitute a school day.

It is the responsibility of the superintendent to inform the board annually of the length of the school day.

Legal Reference: Iowa Code § 256.7, 279.8, .10 (2013).
 281 I.A.C. 12.1(1), .1(7-10).

(April 17, 1989; July 15, 1991; June 16, 1997; July 7, 2003; January 17, 2011; July 9, 2012; August 18, 2014; January 19, 2015)

605.42 **Early Graduation**

Students may graduate prior to the completion of four years if the course work required for graduation under Board Policy has been fulfilled, and the conditions of this policy are met. The timelines under both “A” & “B” are expected to be followed, however, the Board may approve exceptions to the timelines under hardship conditions.

The South Tama County Schools believe that students profit from attending all four years of the High School Program, and will benefit socially and academically from the experiences. However, the District recognizes the need, on occasion, to provide students with the opportunity to graduate early. Students may apply to the High School Principal for early graduation provided that:

A. Students Planning to Graduate During the Fourth Year with 13 or More Quarters Attendance.

1. The student has a preliminary discussion with a high school counselor.
2. The student has met or exceeded all district requirements for graduation with the knowledge that only Physical Education and Health units are eligible to be waived by the Board of Directors.
3. The student, and the student’s parent or guardian, if under age 18, have made a formal, written request to the principal for early graduation on or before the beginning of the quarter term which is desired to be their last.
4. The student understands that early graduates forfeit all eligibility rights for activities at the time of early graduation, except for the Prom and graduation exercises. Activity eligibility forfeited are all extra-curricular and co-curricular activities including athletics, music, drama, clubs, etc.
- ~~5. The student understands that no diploma can be received prior to Commencement exercises.~~
6. The student understands that final class rank shall be based upon total class credit points to be accumulated and tabulated at the end of the school year rather than at the time of early graduation.
7. Once a student has been accepted for early graduation, they become ineligible for new post-secondary enrollment tuition payments by the district.
8. Students (and parents where applicable) requesting early graduation should be made aware that some post-secondary institutions entrance requirements may

call for four full years of certain subject area high school courses. Also some post-secondary institutions may enroll students but require college level “remedial” courses (with tuition) that might have been available at no cost by remaining in high school. Access to this regulation will be sufficient to create this awareness.

9. The student understands that final approval for early graduation must be obtained from the Board of Directors and that application for early graduation will be granted or denied on a case by case basis.
10. The recommendation from the High School Principal or High School Guidance Counselor will be presented to the Board of Directors along with the student (and, if applicable, parent) statement prior to the Board’s decision on an early graduation request.
11. Approval for early graduation does not necessarily obligate the student to graduate early. The administration may permit the student to continue to attend beyond the period approved for early graduation.

B. Students Planning to Graduate Prior to the 4th Year of Attendance

Students who have not attended at least three full years of high school (12 quarters) will not usually be considered for early graduation. Those wishing to graduate at the end of their third year (12 quarters) are subject to the following:

1. The student has a preliminary discussion with a high school counselor to develop an educational plan leading to graduation after six semesters of attendance. The plan must:
 - a. Be approved by a High School Counselor, the High School Principal, and the Student’s Parents.
 - b. Address course selection, post-secondary enrollment courses possible while in High School, activity participation, and post graduation intentions.
 - c. Be submitted for Board of Education approval prior to the end of the 1st quarter of the student’s **3rd year (9th quarter)**.
2. The student’s plan will not be approved by the Board of Education unless it meets or exceeds all district requirements for graduation with the knowledge that only Physical Education units (not health) are eligible to be waived by the Board of Directors.
3. The student, and the student’s parent or guardian, if under age 18, must make a formal, written request to the principal for early graduation at least three quarters prior to the quarter in which he/she intends to graduate. The request should be accompanied by the plan previously approved by the Board.

4. The student understands that early graduates forfeit all eligibility rights for activities at the time of early graduation, except for the normal summer sport season during the summer following graduation.
5. The student cannot expect the school to waive requirements or to have staff diverted from their usual duties in order to create special opportunities for the student to accumulate credit toward early graduation. Changes in credit requirements, scheduling, or High School Program changes may cause an early graduation plan to become void.
6. Only transfer credit from state approved high schools (not correspondence courses, Learning Lab courses, or certified private instruction courses will be counted as credit toward early graduation.
7. Once a student has been accepted for early graduation, they become ineligible for new post-secondary enrollment tuition payments by the district.
8. Students (and parents, where applicable) requesting early graduation should be made aware that some post-secondary institutions entrance requirements may call for four full years of certain subject area high school courses. Also some post-secondary institutions may enroll students but require college level "remedial" courses (with tuition) that might have been available at no cost by remaining in high school. Access to this regulation will be sufficient to create this awareness.
9. The student understands that final approval for early graduation must be obtained from the Board of Directors and that application for early graduation will be granted or denied on a case by case basis.
10. The recommendation from the High School Principal and High School Guidance Counselor will be presented to the Board of Directors along with the student (and, if applicable, parent) statement prior to the Board's decision on an early graduation request.
11. Approval for early graduation does not necessarily obligate the student to graduate early. The administration may permit the student to continue to attend beyond the period approved for early graduation.

(September 21, 1992; February 21, 1994; March 20, 1995; November 17, 1997; July 9, 2012; January 19, 2015)

1st Read: 2/2/2015

2nd Read: 2/16/2015

Final Read: