

SOUTH TAMA COUNTY SCHOOLS

THE SOUTH TAMA COUNTY BOARD OF EDUCATION WILL MEET IN
SPECIAL SESSION ON MONDAY, **DECEMBER 5, 2016**, AT 5:30 P.M.
IN THE PROFESSIONAL LEARNING ROOM, PARTNERSHIP CENTER,
215 WEST 9TH STREET, TAMA, IOWA

AGENDA

- I. Call to Order Michelle Yuska, Board President
- II. Roll Call and Declaration of Quorum Mary Boege, Board Secretary
- III. Adoption of Agenda
- IV. Public Comments
The Board welcomes the opportunity to listen to comments from citizens, but is not able to take action on the issues raised by citizens during public comments, and Board Members do not intend to make an immediate response. The Board President shall have the authority to end public comments at any time or limit the amount of time allocated to individuals.
- V. Action Items: Full Board
A. Personnel
B. Approve Drive Tek Contract Related to Driver Education
C. Approve the Application to the School Budget Review Committee (River Hills)
D. Approve the Application to the School Budget Review Committee (Lied Center-Bremwood)
E. Approve MICA/Head Start Memorandum of Understanding
F. Approve Additional ESL Middle School Teacher
G. Approve Elementary and Middle School Computer Labs
H. Approve new Athletic Lockers in the Block House
- VI. FFA Student Presentation Taylor Zobel and students
- VII. Central River (AEA 267) Presentation Karen Aldrich
- VIII. Discussion Items:
A. Instructional Support Levy Mary Boege
B. Early Retirement Incentive Mary Boege
- IX. Adjournment

Agenda Item V.A. Personnel

Contracts:

Contracted Person	Position	Date
Darvin Graham	Asst. Varsity Baseball Coach	5/2017
James Rajtora	Head H.S. Custodian	12/12/2016

Officiating:

Contracted Person	Activity	Date
Justin Jacobs	7th Girls Basketball	12/6/2016
Glen Smith	7th Girls Basketball 8th Girls Basketball	12/6/2016 12/13/2016

Resignation:

Contracted Person	Position	Date
George S. Kuhter	H Cross Country Coach	11/2/2016

Superintendent's Recommendation

Approve the personnel changes as presented pending background checks on new personnel.

Agenda Item V.B. Approve Contract Services with Drive Tek Related to Driver Education

Drive Tek is the company the district uses to provide driver's education. This is the one-year contract we need to sign to continue services with the company with a reduced fee. The fee had been reduced from \$370 per student to \$350 per student.

Superintendent's Recommendation:

Recommend approving the Drive Tek contract at the reduced rate.

Agenda Item V.C. Approve the Application to the School Budget Review Committee for River Hills

A motion should be made to the Board of Directors of the South Tama County Community School District to approve the application to the School Budget Review Committee in the amount of \$1,494.79 for special education administrative costs associated with River Hills Consortium program for the 2017-18 school year.

Superintendent's Recommendation:

Approve the application to the School Budget Review Committee in the amount of \$1,494.79 for special education administrative costs with River Hills Consortium for 2017-18.

Agenda Item V.D. Approve the Application to the School Budget Review Committee for Lied Center (Bremwood)

A motion should be made to the Board of Directors of the South Tama County Community School District to approve the application to the School Budget Review Committee in the amount of \$6,249.14 for special education administrative costs associated with Lied Center Consortium program for the 2017-18 school year.

Superintendent's Recommendation:

Approve the application to the School Budget Review Committee in the amount of \$6,249.14 for special education administrative costs with Lied Center Consortium program for the 2017-18 school year.

Agenda Item V.E. Approve MICA/Head Start Memorandum of Understanding

The District participates in a Memorandum of Understanding with MICA/Head Start bi-annually. The past agreement is expiring and needs to be renewed.

Superintendent's Recommendation:

Approve the Memorandum of Understanding with MICA/Head Start.

Agenda Item V.F. Approve additional ESL Teacher at the Middle School

Due to an increased enrollment from 57 to 75 students at the Middle School this year, there is a need for an additional ESL teacher.

Superintendent's Recommendation:

Approve the additional 1.0 FTE for an additional ESL teacher at the Middle School.

Agenda Item V.G. Approve Elementary and Middle School Computer Labs

The District anticipates the need for additional computer labs to enable schools to complete the new Smarter Balance Assessment in the spring of 2017.

Superintendent's Recommendation:

Approve the addition of a Computer Lab at the Elementary and Middle School.

Agenda Item V.H. Approve new Athletic Lockers in the Block House

The lockers in the Block House are in need of immediate removal. New lockers are needed for replacement in both locker rooms.

Superintendent's Recommendation:

Approve the new lockers in the Block House.

Proposal to Contract Services Related to Driver Education

Drive Tek LLC , a Limited Liability Corporation duly incorporated under the laws of the State of Iowa, with corporate offices located at 9120 N.W. 26th Street, Ankeny, Iowa 50023 (herein described as Drive Tek) will provide the driver education program for the South Tama Community School District (herein referred to as the “School District”), based on the following:

1. Drive Tek, Inc. will offer, exclusively, driver education programs for the South Tama Community School District estimated to begin on January 1, 2017 and expiring on December 31, 2017.

2. Program Options

Drive Tek, Inc. agrees to provide:

- Driver Education Vehicle(s)
- Vehicle Maintenance/Fuel
- Automobile Liability Insurance
- Student textbooks
- Teachers and compensation

The School district agrees to provide:

- Driver Education Vehicle(s)
- Vehicle Maintenance/Fuel
- Automobile Liability Insurance
- Student Textbooks
- Teachers and compensation

3. Drive Tek, Inc. agrees to conduct such programs in compliance with all applicable driver education requirements as established and mandated pursuant to the Code of Iowa and the Iowa Administrative Code, including the following:

- (a) Code of Iowa, Section 714.17-714.23 (right to advertise and sell courses of instruction)
- (b) Code of Iowa Chapter 261B. (Registration as a Secondary Educational Institution)
- (c) Proprietary School Bond in the amount of \$50,000.00 (dollars)
- (d) Code of Iowa Chapter 321.178.1 (approval to grant driver education certificates)
- (e) 761 Iowa Administrative Code Sections 634.1 through 634.8 (Department of Transportation rules regarding Driver Education Courses.)
- (f) The Federal Family Educational Records and Privacy Act and Iowa Code Chapter 22 (regarding confidentiality of student records).

4. Instructors

- (a) Drive Tek, Inc. agrees to provide a sufficient number of certified driver education instructors as required by Code of Iowa Section 26.1-26.7 to accommodate the needs of all students enrolled in the Drive Tek program. Drive Tek shall notify the School District of the names of instructors assigned to each school program. The parties of this proposal agree to mutually cooperate with respect to the evaluation of the work performance of all instructors assigned to the School District.
- (b) Drive Tek reserves to right to provide additional benefits as it sees fit to maintain the fitness and moral of its employees.

5. Class Lists

- (a) The School District agrees to provide to Drive Tek complete class lists to include names and addresses of all students eligible for driver education. School District will assist Drive Tek with enrollment of such eligible students in the program by making announcements, post flyers, allowing pre-registration and registration activities and/or taking any other action reasonably requested by Drive Tek.
- (b) The School District agrees to allow non-district students in the program in the event of insufficient enrollment. In-district students will have first priority for enrollment in the driver education program over non-district students until 7 days before the beginning of the next scheduled session.
- (c) Drive Tek agrees not to inflate the class size to bring in non-district students.

6. Equipment/Facilities/Text Book

- (a) The School District shall make available to Drive Tek suitable classrooms and facilities for the conduct of driver education classes which will include but not be limited to access to a working TV/DVD player, teachers desk, student desks, blackboard or dry eraser board.
- (b) The School District agrees to provide Drive Tek instructors with a procedure for receiving mail, telephone access, limited use of copy machine, fax machine and phone message service.
- (c) Drive Tek agrees to provide driver training vehicles. The vehicles will be equipped with the following items:
 - (1) Instructor dual brake
 - (2) Inside instructor's rear-view mirror
 - (3) Instructor's eye check mirror
 - (4) Required driver education signs
 - (5) Outside rear-view mirrors mounted on each side of the vehicle
- (d) The School District agrees to provide used brakes and associated driver education car equipment if available.

7. Program Administration and Support

- (a) Drive Tek agrees to be responsible for all the administrative duties of the program including:
 - (1) Scheduling, as needed, in cooperation with the school administration
 - (2) Record Keeping
 - (3) Final grade Reports
 - (4) Issuance of Course Completion Certificates
- (b) Drive Tek agrees to provide a driver education program that is 32 hours of classroom and 6 hours of lab time (driving). The program length and time requirements will meet or exceed standards as stated in Iowa Code Section 321.178 and Iowa Administrative Code Section 26.

- (c) Before and After School Programs
 - (1) Before or After school programs will be scheduled over a 6, 8, 12, or 16 week period. Classroom sessions will meet for one – three hours from two to four mornings or nights a week depending on program length. Driving will be scheduled as needed based upon student/teacher availability.
- (d) Summer Programs
 - (1) Summer programs will be scheduled over a three to six week period of time. Classroom sessions will meet for two – three hours on three or four mornings per week depending upon program length. Driving will be scheduled as needed to meet the needs of the student
- (e) Drive Tek agrees to offer programs that will provide flexibility to help ensure that the needs of all students within the district are accommodated, but reserves the right to schedule classes and instructors that make efficient use of available resources and is consistent with good business practice.

8. Discipline and Supervision

- (a) The School District agrees that student supervision is the responsibility of Drive Tek and its instructors for the duration of the student participation in the driver education program during the times that the student is actively participating in either the classroom portion or driving portion of the driver education program. The School District shall have responsibility for student supervision at all other times.
- (b) Drive Tek and its agents agree to follow and require student compliance to the Student Code of Conduct of the School District. Drive Tek reserves the right to develop and enforce rules that specifically apply to the driver education program. Drive Tek will notify the School District and the student of said rules. Drive Tek will notify School District of violation of either South Tama School District rules or Drive Tek rules, and will cooperate with the School District to insure all parties involved receive due process.
- (c) Drive Tek will provide to each student and parent a copy of the discipline policy. Said copy to be signed by both parent and student and returned to Drive Tek prior to start of the training session.

9. Insurance

- (a) Drive Tek agrees to obtain and keep enforce during the terms of the proposed contact, insurance coverage as described:
 - (1) Drive Tek agrees to provide for all employees, Workers Compensation Insurance covering all employees as is required by state law.
 - (2) Comprehensive General Liability Insurance with a minimum limit of:
 - \$1,000,000 Per Occurrence for Bodily Injury
 - \$1,000,000 Per Occurrence for Property Damage
 - or \$1,000,000 Combined Single Limit
 - (3) Automobile Liability Insurance with minimum limits of:
 - \$1,000,000 Per Person
 - \$1,000,000 Per Occurrence for Bodily Injury
 - \$1,000,000 Per Occurrence for Property Damage or
 - \$1,000,000 Combined Single Limits

- (4) Umbrella/Excess Liability coverage with minimum of \$2,000,000 limit per occurrence.
- (b) Upon the awarding of the contract, Drive Tek will furnish to the School District a certificate of said coverage prior to commencing any work under the proposed contract, and will list the School District as additional insured.
- (c) Drive Tek agrees to protect, to defend, to indemnify and to hold the School District harmless from and against all suits, claims and demands based upon alleged damage to property and any alleged injury to persons (including death) which may occur or be alleged to occur by or on account of any negligent act or omission on the part of Drive Tek, its subcontractors, or any of their employees or agents in the fulfillment of the terms of this contract.

10. Costs and Fees

- (a) Drive Tek agrees to collect all fees from students unless the student is eligible for a partial or full waiver of the student fee, in which case the school district shall pay Drive Tek for such students' full or partial fees in a timely manner.
- (b) Drive Tek will charge a \$35.00 fee for missed drives. Students who do not notify the instructor in advance that they will not be able to make their drive time will be charged a \$35.00 per hour fee. Students will pay Drive Tek direct for any missed drives.
- (c) In exchange for the services provided by Drive Tek hereunder, Drive Tek will charge a fee of \$350.00 per student.
- (d) Drive Tek reserves the right to withhold certificate of completion for driver education course until entire tuition fee has been collected.
- (e) The School District and Drive Tek mutually agree to re-negotiate the fee as stated in contract section 10, if necessary, if driver education requirements as stated in Iowa Code Section 714.17-714.23 and/or Iowa Administrative Code Section 26.1-26.7 are modified or amended by legislative act or administrative law rule making process during the effective dates of this contract.
- (f) In the event that fuel prices reach a predetermined price point and remain at that price point for more than two weeks, the next 32 hour scheduled class session will be charged an additional \$10.00 per student fuel surcharge. In the event that fuel prices drop below the predetermined price point and remain at that price point for more than two weeks the surcharge for that price point will be removed for the next 32 hour scheduled class session. The price point will be determined by the price of fuel within the community in which the South Tama High School resides.

Predetermined price points
\$3.49.9 per gallon
\$4.49.9 per gallon
\$5.49.9 per gallon
\$6.49.9 per gallon

Drive Tek will not be considered in breach of contract if fuel rationing or market shortages occur. Drive Tek will make every attempt to complete the training as fuel becomes available.

11. Refund Policy

- (a) All driving programs.
Students dropping the program, whether full payment students or those eligible for partial of full fee reduction will be charged based on the number of classes and driving sessions attended at a rate of \$35.00 per class hour attended and \$35.00 per hour of drive time. Drive Tek will not refund any portion of the fee if the combined sum of the classroom and driving hourly rate exceed the fee as stipulated in contract section 10(c) or 10(f), which ever applies. Written documentation must be submitted with the signature of both student and instructor, verifying attendance of the student.
- (b) Students dismissed from the driver education program for violation of contract section 8(b) will be reimbursed in accordance to contract section 11(a).
- (c) The refund policy shall not apply in the event that a student fails the driver education program. Full tuition shall be required for said student to retake the class.

12. Program Termination.

- (a) In the event of any material breach of the obligations of either party hereunder, the non-breaching party shall give written notice of such breach to the other party, who shall have thirty days from the date of the notice to cure the breach. In the event the breach is not cured prior to the expiration of the thirty-day period, this Agreement will terminate on the thirtieth day following the notice of breach.

13. Miscellaneous.

- (a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa.
- (b) No amendment to this Agreement shall be valid unless made in writing and executed on behalf of the party against whom enforcement is sought.
- (c) The invalidity of any restriction, condition or other provision of the Agreement or any part of the same shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.
- (d) The Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any prior representations, understandings or agreements.
- (e) Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the date written above.

SOUTH TAMA COMMUNITY SCHOOL DISTRICT

DRIVE TEK

Title: Superintendent

Rodney G. Van Wyk, President

Drive Tek

Date: _____

Date: _____

River Hills Fy16 Administrator Salary without FICA/IPERS	\$ 134,631.00
Students Attending River Hills as of Oct. 31, 2016	105
SBRC Special Ed Administrative Cost per student (rounded)	\$ 1,282.20

Member School	Students	Administrator Salary	FICA	IPERS	Total Request
AGWSR	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Alden	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Cedar Falls	16	\$ 20,515.20	\$ 1,569.41	\$ 1,832.01	\$ 23,916.62
Charles City	2	\$ 2,564.40	\$ 196.18	\$ 229.00	\$ 2,989.58
Clarksville	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Dike-New Hartford	2	\$ 2,564.40	\$ 196.18	\$ 229.00	\$ 2,989.58
Dunkerton	2	\$ 2,564.40	\$ 196.18	\$ 229.00	\$ 2,989.58
Eldora-New Providence	2	\$ 2,564.40	\$ 196.18	\$ 229.00	\$ 2,989.58
Gladbrook-Reinbeck	3	\$ 3,846.60	\$ 294.26	\$ 343.50	\$ 4,484.36
GMG	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Greene County	2	\$ 2,564.40	\$ 196.18	\$ 229.00	\$ 2,989.58
Grundy Center	5	\$ 6,411.00	\$ 490.44	\$ 572.50	\$ 7,473.94
Hubbard-Radcliffe	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Hudson	2	\$ 2,564.40	\$ 196.18	\$ 229.00	\$ 2,989.58
Independence	6	\$ 7,693.20	\$ 588.53	\$ 687.00	\$ 8,968.73
Iowa Falls	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Jesup	4	\$ 5,128.80	\$ 392.35	\$ 458.00	\$ 5,979.15
Marshalltown	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Montezuma	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Nashua-Plainfield	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
North Butler	3	\$ 3,846.60	\$ 294.26	\$ 343.50	\$ 4,484.36
Oelwein	3	\$ 3,846.60	\$ 294.26	\$ 343.50	\$ 4,484.36
Rudd-Rockford-Marble Rock	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
South Tama County	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Tripoli	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Union	6	\$ 7,693.20	\$ 588.53	\$ 687.00	\$ 8,968.73
Wapsie Valley	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
Waterloo	31	\$ 39,748.20	\$ 3,040.74	\$ 3,549.51	\$ 46,338.45
Waverly-Shell Rock	2	\$ 2,564.40	\$ 196.18	\$ 229.00	\$ 2,989.58
West Delaware	1	\$ 1,282.20	\$ 98.09	\$ 114.50	\$ 1,494.79
	105	\$ 134,631.00	\$ 10,299.30	\$ 12,022.52	\$ 156,952.82

2017-2018 SBRC Administrative Cost Request - Lied Center (Bremwood) Consortium
 Criteria A
 Special Education Director (.67 FTE)

Lied Center FY16 Administrator Salary without FICA/IPERS	\$64,324.69
Students Attending the Lied Center as of October 31, 2016	36
Total SBRC Special Ed Administrative Cost per student (rounded)	\$2,083.05

<u>School</u>	<u>Students</u>	<u>Salary</u>	<u>FICA</u>	<u>IPERS</u>	<u>SBRC Amount</u>
Aplington-Parkersburg	4	\$7,147.20	\$546.76	\$638.24	\$8,332.19
Cedar Falls	6	\$10,720.80	\$820.14	\$957.37	\$12,498.29
Charles City	1	\$1,786.80	\$136.69	\$159.56	\$2,083.05
Gladbrook-Reinbeck	1	\$1,786.80	\$136.69	\$159.56	\$2,083.05
Hudson	2	\$3,573.60	\$273.38	\$319.12	\$4,166.10
Independence	2	\$3,573.60	\$273.38	\$319.12	\$4,166.10
Jesup	1	\$1,786.80	\$136.69	\$159.56	\$2,083.05
Nashua Plainfield	1	\$1,786.80	\$136.69	\$159.56	\$2,083.05
North Tama County	1	\$1,786.80	\$136.69	\$159.56	\$2,083.05
Oelwein	3	\$5,360.40	\$410.07	\$478.68	\$6,249.14
South Tama County	3	\$5,360.40	\$410.07	\$478.68	\$6,249.14
Sumner Fredericksburg	2	\$3,573.60	\$273.38	\$319.12	\$4,166.10
Union	2	\$3,573.60	\$273.38	\$319.12	\$4,166.10
Waverly-Shell Rock	6	\$10,720.80	\$820.14	\$957.37	\$12,498.29
Wapsie Valley	1	\$1,786.80	\$136.69	\$159.56	\$2,083.05
	36	\$64,324.80	\$4,920.84	\$5,744.18	\$74,989.72

**Memorandum of Understanding
Between**

***South Tama County Community School
and
Mid-Iowa Community Action, Inc.
2016-2017 and 2017-2018 School Years***

I. Parties to the Agreement

South Tama County Community Schools
and
Mid-Iowa Community Action, Inc. (MICA), Head Start

II. Purpose of Agreement

- A. To support children's optimal development and readiness for school entry and success.
- B. To improve availability and the quality of services for MICA's Head Start children, age three through age five, and their families.
- C. To address the unique strengths and needs of the local population, such as homeless or non-English speaking families.
- D. To increase participation in preschool services by underserved populations of eligible children.
- E. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate.
- F. To promote further collaboration to reduce duplication and enhance efficiency and accessibility of services.
- G. To define the roles and responsibilities of the named parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services.

III. Program Descriptions

- A. MICA Head Start provides comprehensive preschool services to children, age three through age five. Thirty (30) preschool children and their families served by the MICA Head Start Program reside in Tama County.
- B. Head Start is a nationwide Federal grant program funded by the U.S. Department of Health and Human Services. It is a comprehensive child development program for families with young children and provides services in the areas of education, social services, health, and family involvement. Head Start preschool programs are for children from three to five years of age and their families.
- C. South Tama County Community School District provides educational programming to students in the Tama area. Preschool, elementary, middle school, high school and special education programming is provided.

IV. Authority

Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the Head Start grantee; is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007."

V. Joint Roles

The South Tama County Community Schools and MICA Head Start will meet regularly to review and coordinate, as appropriate, each of the following as delineated in the Improving Head Start for School Readiness Act of 2007.

- A. Educational activities, curricular objectives, and instruction such as: Establishing ongoing communication and implementing curriculum that is aligned with the school district kindergarten curriculum, the Head Start Early Learning Child Outcomes Framework and the Iowa Early Learning Standards in an effort to unify expectations for children's learning and development as children transition to school.
- B. Public information dissemination and access to programs for families contacting Head Start or the South Tama County Community Schools.
- C. Selection priorities for eligible children to be served by preschool programs such as:
 1. Developing and implementing a system to increase program participation of underserved populations of eligible children.
 2. Developing procedures for identifying children who are limited English proficient and informing the parents of such children about the instructional services used to help children progress towards acquiring knowledge and skills and acquisition of the English language.
- D. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional strategies, curricula, transitions, and social and emotional development.
- E. Program technical assistance such as linking Head Start program services with educational services, including services relating to language, literacy, and numeracy, provided by school district.
- F. Provision of services to meet the needs of working parents, as applicable, such as coordinating to make full day, full year programming or resources available to children and families.
- G. Parent outreach for smooth transitions to kindergarten. Transition communication topics between South Tama County Community Schools, Head Start staff and parents will include, as outlined in section 642A(a)(6), of the Head Start Act, the educational, developmental and other needs of individual children. Each Party to this agreement will commit to the activities delineated in Section VI.
- H. Provision and use of facilities, transportation, and other program elements mutually agreed to by the Parties of this agreement, as appropriate and practicable.
- I. By May 1 of each school year the South Tama Community School District will share with Head Start its requirements and expectations for children entering kindergarten. By September 1 of each school year Head Start will share with the South Tama Community School District its school readiness goals. To further each entity's understanding and the coordination of such requirements, expectations and school readiness goals, the South Tama Community School District and Head Start staff may meet.
- J. Both entities will meet and coordinate services, including transition services, for Head Start children who have an instructional IEP written by school district personnel. Head Start staff will be part of the IEP team for each Head Start child on a school district instructional IEP. The school district personnel will provide Head Start with a copy of the child's IEP.

K. Other elements mutually agreed to by the Parties.

VI. Transition

MICA Head Start (HS) will:

- * post and share with parents the dates and requirements for kindergarten registration.
- * invite a kindergarten teacher to the HS classroom and/or family activities to provide parents with kindergarten information.
- * provide a field trip to the kindergarten classroom for transitioning children.
- * provide school staff with Head Start program information to increase understanding of the HS program.
- * share information about the kindergarten program with other HS staff and other appropriate MICA staff.
- * complete the HS transition process with families throughout the program year, including a review of the child's developmental progress, any special needs, and the family's kindergarten transition plan.
- * provide to parents copies of the child's physical, immunizations, IEP and dental information.
- * exchange transitioning child information with district staff as needed/requested with written parent approval.
- * provide parents a summer transition activity calendar.

School District will:

- * provide MICA HS with the dates and requirements for kindergarten registration.
- * as possible, schedule a time for kindergarten teachers to visit the HS classroom and/or family activity to provide parents with kindergarten information.
- * assist HS staff in scheduling a visit to kindergarten classrooms for transitioning children.
- * provide HS staff with kindergarten program information to increase understanding of the kindergarten program.
- * share information about the HS program with kindergarten teachers and other appropriate school district staff.
- * as needed, and after obtaining written parent approval, contact HS staff to obtain additional information about a HS child entering the kindergarten program.
- * answer questions HS parents might have about the upcoming kindergarten year as needed/requested.
- * inform parents about school district activities for parents and children.

VII. Confidentiality

All acknowledge confidentiality requirements that each grantee and agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each grantee and agency will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly

followed. Family Educational Rights and Privacy Act (FERPA) will be followed. (See 34CFR 303.460.)

VIII. Dispute Resolution

Parties will first attempt to resolve the dispute between or among themselves. All local agencies will ensure that a system is in place to resolve disputes and solve problems. The system should include:

- a. Timelines for regular meetings to review local agreements, plan collaborative activities, and resolve issues; and
- b. The identification of a liaison from each grantee and agency.

IX. Review of Agreement

The agreement will be jointly reviewed by all parties *every two years* and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change.

X. Term of Agreement

The agreement will become effective immediately after being signed and dated by all parties. By signing the agreement each grantee and agency agrees to the terms. The signed agreement will be binding on all successors of parties to the agreement.

XI. SIGNATURES

For the South Tama County Community Schools

Signature/Title

Date

For Mid-Iowa Community Action, Inc., Head Start

Signature/Title

Date



IOWA DEPARTMENT OF EDUCATION

Frequently Asked Questions (FAQs) Regarding the Instructional Support Program

July 2016

Frequently Asked Questions Regarding the Instructional Support Program

- 1. Question:** What is the procedure for a school board to participate in the instructional support program (ISP) by board resolution?

Answer: The board must follow these steps:

- a. Put the proposal to implement the instructional support program including the funding method in the form of a board resolution.
- b. Publish the notice of the time and place for a public hearing on the resolution not less than ten days nor more than twenty days before the hearing in a newspaper of general circulation in the district.
- c. Take action at the public hearing or later, but no later than thirty days after the date of the hearing, to (1) adopt a resolution to participate in the instructional support program for a period not exceeding five years, or (2) direct the county commissioner of elections to submit the question of participation in the program for a period not exceeding ten years to the registered voters of the district at an election on a date specified in Iowa Code 39.2(4)(c).
- d. If the question is submitted to the voters and a majority favor participation in the program, the board shall adopt a resolution to participate and shall certify the results of the election to the Department of Management.
- e. If the question was not submitted to the voters, but the resolution was adopted by the board, the board shall participate in the program unless within 28 days after the board takes action on the resolution a petition is submitted to the board secretary with the required number of signatures requesting that the question be submitted to the voters. At the expiration of the 28-day period, if no petition is received, the board shall certify its action to the Department of Management.

- 2. Question:** What constitutes a properly filed petition?

Answer: The petition must be signed by eligible voters in the district equal to the greater of:

- a. 100 eligible electors, or
- b. 30 percent of the number of eligible voters that voted at the last regular school election.

- 3. Question:** What is an eligible elector?

Answer: An eligible elector is an individual that possesses all of the qualifications necessary to be entitled to register to vote, whether or not the individual is in fact registered.

- 4. Question:** If a petition is received, is the board required to submit the question to the voters?

Answer: No. The board can rescind its resolution instead of directing the county commission of elections to submit the question to the voters.

- 5. Question:** If the question is submitted to the voters and the voters do not approve the adoption of the instructional support program, how long must the board wait to

take action to either adopt the instructional support program again or to resubmit the question to the voters?

Answer: At least 120 days following the election.

6. Question: How does the board certify to the Department of Management?

Answer: The board sends to the Department of Management not later than April 15 of the base year, a copy of the board resolution to participate in the instructional support program for the budget year or a copy of the proposition successfully submitted to the voters and the canvas of votes, the method of funding, and the amount to be raised. The base year is the fiscal year prior to the budget year. For example, if the board intends to participate beginning with budget year 2016-2017, then the board must certify to the Department of Management not later than April 15, 2016.

The resolution must be made and the 28-day period must expire before the board can adopt and certify its budget by the statutory due date of April 15.

If a petition is received and there is not sufficient time to submit the question to the electors, the board cannot implement the program for the following budget year. Likewise, if the board submits the question to the electors, the favorable election must occur in sufficient time to publish and to certify the budget by April 15 in order to implement the program for the following budget year.

7. Question: What is the maximum instructional support program possible?

Answer: Ten percent of the total of the regular program district cost and the budget adjustment for the budget year.

8. Question: How must the program be funded?

Answer: The local portion of the funding for the program may be funded in one of two ways, and this method must be included in the resolution or proposition:

- a. From a local property tax levy, or
- b. From a combination of a local property tax levy and an income surtax. The income surtax must be in whole percentage points. The combination of the instructional support income surtax and all other income surtaxes shall not exceed 20 percent.

9. Question: Can a program be funded totally with income surtax?

Answer: No. The method of funding which includes income surtax requires that a portion of the program shall be funded by a local property tax levy.

10. Question: What is the minimum local property tax levy that is required?

Answer: One dollar.

11. Question: If the board adopts a combination of local property tax levy and an income surtax, what is the minimum income surtax that is required?

Answer: One percent.

12. Question: Must the board include the percent of income surtax that will be used to support the program in the resolution or proposition?

Answer: No. The resolution must state that an instructional support income surtax will be imposed, but the board determines the percent of income surtax that will be imposed each year when it certifies its annual budget by April 15 of the base year.

13. Question: If the board chooses to fund the instructional support program by a combination of property tax and income surtax, can the mix between the two funding sources be changed each year?

Answer: Yes. The board has the responsibility to establish the mix for each year the program has been approved.

14. Question: How is the state portion of funding for the instructional support program determined?

Answer: The state portion of the funding is what is left after the local portion is subtracted from the total instructional support program. The local portion of the funding is determined by the following formula:

$1 - \left(\frac{\text{total assessed valuation in the state} / \text{total budget enrollment in the state}}{\text{district assessed valuation} / \text{district budget enrollment}} \right) * .25$. However, the total state funding is set by the Legislature annually as an appropriation and could be zero. If the calculated amount of state funding exceeds the appropriation, then the state funding will be prorated.

15. Question: If the state funding is prorated, may the district levy a property tax or additional income surtax to fund the balance of the program?

Answer: No. The budget authority is reduced by the same amount as the state aid is prorated.

16. Question: What is income surtax, and how is it applied?

Answer: A surtax is a tax on a tax. The surtax is imposed on the income tax liability after tax credits on the Iowa Individual Income Tax returns of taxpayers residing within the district on the last day of the tax year. The surtax is not imposed on other income tax returns such as fiduciary or corporation income tax returns.

17. Question: When are the property tax, state funding, and income surtax received by the district?

Answer: Property tax will be collected with other property taxes in the General Fund during the budget year. State funding will be received each month, September through June, during the budget year. Income surtax will be paid in two payments during the fiscal year following the budget year with approximately 75 percent paid December 1 and the remaining 25 percent paid February 1. Income surtax payment to the district comes from the income tax year two years previous, and the rates are established in the

base year's aid and levy worksheet. The ISP income surtax is the portion attributed to the General Fund.

18. Question: When may the board extend the instructional support program?

Answer: At the expiration of the period for which the instructional support program was adopted by following the same procedures outlined in question 1.

19. Question: Can a district renew the instructional support program each year for a new five-year period?

Answer: No. The law specifies that it can be renewed at the expiration of the period for which it was adopted. However, a district could take action on a five-year renewal option some time during the fourth year in order to provide continuity of funding.

20. Question: How may the instructional support program funds be used?

Answer: The instructional support program funds may be used for any General Fund purpose. However, money shall not be used as, or in a manner which has the effect of, supplanting funding authorized to be received for at-risk, alternative schools, dropout prevention programs, gifted and talented programs, physical plant and equipment levy, management levy, or to cover special education deficits. Instructional support program funds may be used to supplement these other levies as appropriate from the General Fund, but cannot be used in place of these other levies for expenditures appropriate from those levies.

In other words, a district cannot use the ISP funding which is a combination of state aid, property tax, and income surtax to cover the costs of programs which by Code did not have a state aid or income surtax funding component.

21. Question: What happens to the instructional support program in the event of reorganization?

Answer: The instructional support program will continue in the newly reorganized district for the shortest period of time and the least amount of funding in the former districts involved in the reorganization, as long as the voters in the newly reorganized district have not voted favorably or unfavorably on a new instructional support program.

22. Question: Can the board of the newly reorganized district pass a resolution to participate in the instructional support program before the July 1 date on which the district is reorganized?

Answer: Yes.

23. Question: If a petition is filed within 28 days with the board in the newly reorganized district passing a resolution to participate in the instructional support program, what number of signatures is required?

Answer: If the board members for the newly reorganized district were elected at the regular school election, the number of signatures required is the greater of 100 eligible electors or 30 percent of the electors voting in the regular school election at which the

board members were elected. If the board members were elected at a special election, the number of signatures required is 100 eligible electors.

24. Question: What happens if one former district is funding with a property tax and the other district is funding with a combination of a property tax and an income surtax, but the program in both districts was for the same number of years remaining and for the same 10 percent (same length of time and same funding level)?

Answer: The newly reorganized district can continue the program, but it will be all property tax funding without an income surtax portion. The "shortest amount of time and smallest amount" rule is applied to the income surtax portion, making it zero. The funding in the newly reorganized district will be all property tax.

25. Question: If the board rescinds its resolution after receiving a petition and does not submit the question to the voters, how long must the board wait to take action to either adopt the instructional support program again or to submit the question to the voters?

Answer: There is no time limitations placed on the board to consider the resolution anew after rescinding it due to the receipt of a petition with the requisite number of signatures. 1994 OAG 115 and Lindstrom v. Aetna Life Ins. Co., 203 N.W.2d 623 (Iowa 1973).

402.52 **Retirement Incentive**

It shall be the policy of the South Tama County School District to provide an early retirement program. The purposes and goals of the early retirement policy include that:

- The program should be cost effective for the district in the long term.
- Staff replacements should create opportunities to employ personnel interested in co-curricular and extra-curricular assignments.
- Early retirements can curtail the need to reduce staff members because of declining enrollment or budget limitations.
- Early retirement can assist to maintain an age-balance with a staff which is less mobile than previously.
- Employees may accept early retirement benefits as a benefit derived from long-term service to the district and to the field of education.

I. Retirement Benefits Will be Determined as Follows:

A. Years at STC

- (1) 100% equals 10 years, any less than ten years will be that percentage of 10. i.e.: 8 years equals 8/10 or 80%
- (2) Anyone with less than 6 consecutive years at STC will not qualify for early benefits. (See IV. A. Definition of Year)

B. Years in Education

- (1) Anyone with less than 15 years in education will not qualify for early benefits.

C. Retirement and payment Schedule for all Employees

- (1) Employees will be paid 20% or an established percentage rate of their salary per year for a maximum of five years.
- (2) The employee's salary will be calculated by using the average of their last three years.
- (3) Shared time employees for which S.T.C. holds the contract will be included.
- (4) All benefits will be started July 1st with first cash payment on September 20th, but the employee may elect to receive cash payment after the first of the year.
- (5) Benefits under the early retirement are paid as benefits under the IRS 125 Cafeteria Plan, and the retired employee will make selections as allowed under this plan.

D. Calculation of Benefits

- (1) Multiply % of years in A times % of years in B times 20% or an established percentage rate of the figure for the three year average salary in C equals benefits. $A \times B \times C = \text{Benefit}$
- (2) The maximum amount paid to any employee under this policy will be \$6,500 per year unless otherwise modified by the board when they deem it to be best interest, or an advantage to, the district.
- (3) If adjustments are made to the maximum amount paid to any employee the Board of Education will formally set this amount no later than January 15th of each year.

II. Timelines

Employees requesting early retirement benefits must submit a written request to the superintendent by February 1st of each year. Written acceptance of this offer from the board shall be considered by the Board of Education as a voluntary resignation and termination of any contract held with the district effective the end of that current contract year.

The Board of Education may waive (move to an early date or extend) the application deadline when they deem it to be in the best interest, or an advantage to, the district.

III. Other Benefits

A. Health Insurance

Any employee that qualifies for membership in the group health insurance policy may, as permitted under the IRS 125 Cafeteria Plan, or at their own expense, continue to carry that policy to age sixty-five, if the law, IRS Rules, and the insurance carrier permit. If this provision is contrary to the insurance carrier policy, state and federal regulation and federal law, the benefits provided will remain within their guidelines.

B. Blue Card Holder

Employees that retire under this policy will qualify for a blue card.

IV. Definitions

- A. Years at STC – Will generally be determined by issued contracts. If, for some reason, no contract was issued an employee must have worked over one-half of the scheduled time for the position they are filling. Substitute employment will not be considered.
- B. Salary – Salary will be computed as an average of your the employee's last three years salary using the employee's wages as reported to IPERS. An employee whose contract was involuntarily reduced during the three years before they retired will have their salary calculated by using the average of their three highest earning STC years.
- C. Cash Payment Date – January 20th of each year

V. Beneficiary

In the event of the death of the employee prior to payment, payment shall be made to a designated beneficiary; or, in the event of no beneficiary is named, payment shall be made to the estate of the employee. In the event of the employee's death, benefits will be paid only through the then current fiscal year. (Example: Death on June 30th = no further payments beyond those already received, but death on July 1st = payments scheduled for the fiscal year just begun.) An exception is that an employee who is approved for early retirement will be assured of payment of at least their first year's benefits either to themselves, their beneficiary, or their estate. Employees who make application for early retirement benefits and are otherwise eligible, but die between the time of their application and approval, will normally be approved for the first year's benefits to be paid to their known beneficiary or estate. All payments are subject to applicable state and federal rules and laws.

VI. Regular Employment

Any employee who has taken advantage of STC's early retirement program may be employed by the South Tama County Community School District as a regular full-time or part-time employee in any position whether contracted or not, and whether in their former job classification or any other classification.

VII. Minimum Age Requirements

Employees will not be eligible for early retirement benefits unless they reach the age of 55 before the date they are to receive their early retirement check.

VIII. Limitations

- A. Early retirement benefits are not available to any employee who is under current consideration for contract termination or who has been discharged unless, the reason for termination was only because of a reduction in force. The Board of Education will make the final decision as to whether the employee is eligible under this section.
- B. Any decision made by the superintendent in implementing this policy may be appealed to the Board of Education, whose decision shall be final and without appeal as part of district policy.
- C. The Board reserves the right to pay no early retirement benefits, to limit the number eligible, or adjust the maximum amount paid, on any year in which the Board announces this intent by January 15th. If the Board limits the number eligible, those approved will be on a 1st apply, first eligible basis.
- D. Retirement fees and taxes, where applicable, will be deducted from benefits under this early retirement plan.
- E. No interest shall be paid by the district on retirement benefits retained temporarily by the district.

(October 20, 1986; March 16, 1987; December 18, 1989; October 21, 1991; June 15, 1992;
July 19, 1993; June 17, 1995; May 20, 1996; November 16, 1998; February 21, 2000;
January 20, 2003; November 16, 2009; March 21, 2011; June 18, 2012; January 19, 2015)