

Shenandoah Community School District Board of Directors  
Shenandoah Administrative Board Room  
August 14, 2023 – 5:00 p.m.  
Regular Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Hiser
  - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Welcome to Audience
5. Public Forum
6. Administrative Reports:
  - a. Emergency Operations Plan Update
7. Consent Agenda
  - a. Minutes
  - b. Treasurer's Report
    - i. FY23 Financials
    - ii. Account Balances
    - iii. Unspent Authorized Budget Report
    - iv. Accounts Payable
  - c. Personnel Requests:

Contracts:		
Kent Schubert	HS Associate Level II/III	\$15.39/hr
Robert Addy	Substitute Driver	
Andrew Campbell	Substitute Driver	
Denise Green	Substitute Driver	
Brett Roberts	Substitute Driver	
Chris Staley	Substitute Driver	
Resignations:		
Renee Harvey	JK-8 Associate	
Christina Hemenway	HS Associate	
Transfers:		
Courtney Govig	JK-8 Associate to PS Associate	
Morgan Sickman	PS Associate to JK-8 Associate	
  - d. Fundraising Requests:  
\*on attached sheet
  - e. Out of State Travel Requests:  
\*on attached sheet
8. Action Items
  - a. Approve Increasing Adult Lunch Price to \$4.85
  - b. Approve Southwest Iowa Apex Consortium Agreement with Glenwood CSD
  - c. Approve Educational Services Contract with Southwestern Community College for Auto Repair Technology
  - d. Approve Emergency Operations Plan

- e. Discussion and Approval of First Reading of Policies:
    - i. 104 – Anti-Bullying/Anti-Harassment Policy
    - ii. 104.R1 - Anti-Bullying/Anti-Harassment Investigation Procedures
    - iii. 213 – Public Participation in Board Meetings
    - iv. 402.02 - Child Abuse Reporting
    - v. 402.05 - Required Professional Development for Employees
    - vi. 408.01 - Licensed Employee Professional Development
    - vii. 503.07 - Student Disclosure of Identity
    - viii. 503.07E1 - Report of Student Disclosure of Identity
    - ix. 503.07E2 - Request to Update Student Identity
    - x. 505.04 - Testing Program
    - xi. 505.05 - Graduation Requirements
    - xii. 507.02 - Administration of Medication to Students
    - xiii. 507.02E1 - Authorization – Asthma, Airway Constricting, or Respiratory Distress Medication Self-Administration Consent Form
    - xiv. 507.02E2 - Parental Authorization and Release for the Administration of Medication or Special Health Services to Students
    - xv. 507.02E3 - Parental Authorization and Release Form for the Independent Self Carry and Administration of Prescribed Medication or Independent Delivery of Health Services by the Student
    - xvi. 507.02E4 - Parental Authorization and Release Form for the Administration of Voluntary School Stock Over-The-Counter Medication to Students
    - xvii. 601.01 - School Calendar
    - xviii. 603.05 - Health Education
    - xix. 605.03E5 - Request to Prohibit a Student from Accessing Specific Instructional and Library Materials
    - xx. 605.05 - School Library
    - xxi. 605.07R1 - Use of Information Resources Regulation
    - xxii. 607.02 - Student Health Services
    - xxiii. 607.02R1 - Student Health Services Regulation
    - xxiv. 804.05 - Stock Prescription Medication Supply
    - xxv. 804.05E1 - Parental Authorization and Release Form for the Administration of a Voluntary School Supply of Stock Medication for Life Threatening Incidents
  - f. Approve Purchase of Two 2023 Chevy Suburbans for \$58,295 each from Doug Meyer Chevrolet
9. Informational Items:  
Next Regular Meeting –September 11, 2023 at 5:00 p.m.
10. Adjournment

**Shenandoah Community School District**  
**Minutes of the Regular Meeting of the Board of Directors – July 17, 2023**  
**Administration Board Room**

**Call to Order:**

Board President Jean Fichter called the meeting to order at 5:00 pm.

**Roll Call:**

Roll Call was answered by Directors Jean Fichter, Benne Rogers, Adam Van Der Vliet and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson and Board Secretary Lisa Holmes. Absent was Director Jeff Hiser.

**Mission Statement:**

The SCSD Mission Statement was read by Director Van Der Vliet.

**Welcome to Audience:**

President Fichter welcomed everyone to the meeting.

**Open Forum:**

President Fichter read the rules for speaking during the open forum. There was no public comment.

**Consent Agenda:**

Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills and fundraising requests. Personnel Requests: Contracts 2023-24: Courtney Govig, JK-8 Associate - \$15.24/hr; Renee Harvey, JK-8 Associate - \$15.24/hr; Davin Holste, HS Technology Intern - \$11/hr; Michele Polk, PT Food Service - \$14.97/hr; Jackie Ziemer, JK-8 Associate - \$15.24/hr. Resignations: Kim Leininger, MAY Mentoring Coordinator – effective Sept. 1st. Transfers – Janet Dukes, JK8 Associate to PS Associate; Hailey Johnson, JK8 Associate to JK8 Secretary; Savannah Melendez, PT Food Service to FT Food Service; Amber Taylor, JK8 Associate to HS Library Associate. Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

**Action Items:**

***Approve Waiving Textbook and Student Activity Fees:***

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

***Approve Closing Class of 2023 Account and moving remaining balance of \$89.01 to Class of 2024 Account:***

Motion by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

***Approve Contract with Kajitani Education for Staff Development:***

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

***Approve Milk Bid for 2023-24 with Anderson Erickson:***

This was the only bid received. Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

***Approve Concurrent Enrollment Agreement with Tarkio Technology Institute:***

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

***Approve Service Agreement with ASPI Solutions (Bound):***

Motion to approve by Director Van Der Vliet second by Director Wooten. Motion carried unanimously.

***Approve First Heritage Bank as a Shenandoah CSD Depository not to exceed \$500,000 and to Invest in a Certificate of Deposit:***

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

***Approve Teacher Handbook:***

Motion to approve by Director Van Der Vliet second by Director Wooten. Motion carried unanimously.

***Approve Support Staff Handbook:***

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

***Approve Coaching Handbook:***

Motion to approve by Director Van Der Vliet second by Director Wooten. Motion carried unanimously.

***Approve Student/Parent Handbook:***

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

***Approve Preschool Handbook:***

Motion to approve by Director Van Der Vliet second by Director Wooten. Motion carried unanimously.

***Approve IGNITE Handbook:***

Motion to approve by Director Van Der Vliet second by Director Wooten. Motion carried unanimously.

***Approve High School Course Handbook:***

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

***Discussion Items (possible action):***

***Arcadia Marketing Proposal:***

Much discussion was held regarding the agreement. There are 5 locations on school property that were targeted. The company requested the contract be signed prior to addressing any permit issues. No action was taken.

***2023-24 Legislative Priorities:***

Director Van Der Vliet made a motion to submit the following priorities to IASB: School Safety, Mental Health, Teacher Professional Development and Retention and Supplemental State Aid, second by Director Rogers. Motion carried unanimously. Director Wooten nominated Director Van Der Vliet as the delegate to the IASB Conference, second by Director Rogers. Motion carried 3-0 with Director Van Der Vliet abstaining.

***Informational Items:***

Next Regular Meeting – August 14, 2023 at 5:00 pm

***Adjournment:***

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the meeting at 5:30 pm. Motion carried unanimously.

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Board Secretary

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Board President

**Shenandoah Community School District**  
**Minutes of the Special Meeting of the Board of Directors – July 31, 2023**  
**Administration Board Room**

**Call to Order:**

Board Vice President Adam Van Der Vliet called the meeting to order at 5:00 pm.

**Roll Call:**

Roll Call was answered by Directors Jean Fichter (via phone – out of town), Jeff Hiser, Benne Rogers (via phone – out of town), Adam Van Der Vliet and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson and Board Secretary Lisa Holmes.

**Action Items:**

Personnel Requests: Contracts: Bailey Campin, HS Counselor – MA/Step 1 \$44,120; Jasmine Smith, JK-8 Associate - \$15.24/hr; Hunter Thomas, .5 Asst. HS Football - \$1,940 and Asst. HS Girls Basketball - \$3,879. Resignations: Shon Wells, Asst. HS Football. Modifications: Kyle Wallace, .5 HS Asst. Football to FT HS Asst. Football. Motion to approve by Director Hiser, second by Director Wooten. Motion carried unanimously.

**Informational Items:**

Next Regular Meeting – August 14, 2023 at 5:00 p.m.

**Adjournment:**

Motion by Director Hiser, second by Director Wooten to adjourn the meeting at 5:02 pm. Motion carried unanimously.

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Board Secretary

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Board President

SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2022-2023			
	REGULAR PROGRAM DISTRICT COST	\$7,688,022.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$122,715.00	
+	SPECIAL ED DISTRICT COST	\$1,015,729.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$691,673.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$75,128.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$87,656.00	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$371,074.00	
+	AEA SPECIAL ED SUPPORT	\$380,673.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$62,895.00	
+	AEA EDUCATIONAL SERVICES	\$69,533.00	
+	AEA SHARING DISTRICT COST	\$830.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$39,086.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$4,203.00	
+	DROPOUT ALLOWABLE GROWTH	\$232,546.00	Local Match \$77,515
+	SBRC ALLOWABLE GROWTH OTHER #1	\$0.00	Inc. Enrollmnt, OE Out, and LEP
+	SBRC ALLOWABLE GROWTH OTHER #2	\$0.00	LEP
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$0.00	Estimated
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00	
-	AEA SPECIAL ED POSITIVE BALANCE	\$0.00	
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00	
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00	
+	ENROLLMENT AUDIT ADJUSTMENT	\$0.00	
-	AEA PRORATA REDUCTION	\$61,588.00	
=	MAXIMUM DISTRICT COST	\$10,780,175.00	
+	PRESCHOOL FOUNDATION AID	\$200,151.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$569,452.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$3,250,000.00	Estimate on Budget Worksheet
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,920,594.72	Est.
=	MAXIMUM AUTHORIZED BUDGET	\$18,720,372.72	
-	EXPENDITURES	\$14,719,348.03	78.63%
=	UNSPENT AUTHORIZED BUDGET	\$4,001,024.69	
	<b>EXPENDITURES</b>	<b>FY2023</b>	<b>FY2022 Actuals</b>
	JULY	\$181,999.04	\$209,118.22
	AUGUST	\$389,847.59	\$540,423.00
	SEPTEMBER	\$1,581,703.72	\$1,185,235.82
	OCTOBER	\$1,173,788.51	\$1,378,454.07
	NOVEMBER	\$1,043,857.23	\$1,061,892.88
	DECEMBER	\$1,041,531.82	\$1,200,949.33
	JANUARY	\$1,088,547.24	\$1,068,212.67
	FEBRUARY	\$1,161,047.84	\$2,205,533.90
	MARCH	\$1,269,836.25	\$1,417,225.67
	APRIL	\$1,204,439.25	\$996,563.39
	MAY	\$1,297,665.65	\$1,043,181.09
	JUNE	\$3,285,083.89	\$3,260,483.25
	<b>TOTAL</b>	<b>\$14,719,348.03</b>	<b>\$15,567,273.29</b>

SHENANDOAH COMMUNITY SCHOOL										
CALCULATION OF MISCELLANEOUS INCOME										
2022-2023										
	STATE AID/ SRCIPVR (CNI)	TLC/4 YR STATE AID/TSS/ EARLY INTER/PD/ TRANS EQ.	SPED DEFICIT SUPPLEMENTAL	AEA FLOWTHROUGH	PROPERTY TAX	INSTRUCTIONAL SUPPORT THRU INCOME SURTAXES	EXCISE TAXES UTILITY REPL.	** MISC REVENUE	TOTAL REVENUE (Includes Flowthrough)	
	Source Codes 3111, 3112 3801, 3803	Source Codes 3116, 3117, 3119 3204, 3216, 3342, 3376	STATE AID Source Code 3113	Source Code 3214	Source Codes 1110-1119	Source Code 1134	Source Codes 1170-1179			FY2022
JUL								7,847.11	7,847.11	\$ 54,059.60
AUG								48,493.76	48,493.76	\$ 71,500.84
SEP	562,986.00	145,736.00	-	495,632.00	753,464.57	-	22,472.51	14,487.22	1,994,778.30	\$ 1,396,541.72
OCT	562,986.00	145,736.00	-	-	1,261,529.77	-	40,629.77	11,911.46	2,022,793.00	\$ 2,049,183.81
NOV	562,986.00	145,736.00	-	-	128,536.93	-	-	23,493.54	860,752.47	\$ 971,977.10
DEC	605,465.37	145,736.00	-	-	75,459.85	171,107.25	-	120,006.97	1,117,775.44	\$ 1,162,715.04
JAN	569,268.29	166,096.79	-	-	66,732.37	-	-	78,228.25	880,325.70	\$ 1,396,726.47
FEB	559,016.00	145,736.00	-	-	48,318.28	66,398.25	-	283,892.33	1,103,360.86	\$ 1,088,361.26
MAR	559,016.00	145,736.00	-	-	159,105.29	-	651.37	280,781.63	1,145,290.29	\$ 1,177,058.83
APR	611,747.67	145,736.00	-	-	1,139,405.49	-	39,978.40	48,955.23	1,985,822.79	\$ 2,012,487.25
MAY	559,016.00	145,736.00	-	-	120,514.91	-	-	131,017.51	956,284.42	\$ 2,068,661.42
JUN	559,021.00	145,734.00	6,744.00	-	38,757.89	-	-	1,299,483.66	2,049,740.55	\$ 1,497,929.63
<b>TOTAL</b>	<b>\$ 5,711,508.33</b>	<b>\$ 1,477,718.79</b>	<b>\$ 6,744.00</b>	<b>\$ 495,632.00</b>	<b>\$ 3,791,825.35</b>	<b>\$ 237,505.50</b>	<b>\$ 103,732.05</b>	<b>\$ 2,348,598.67</b>	<b>\$ 14,173,264.69</b>	<b>\$14,947,202.97</b>











SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2023-2024			
	REGULAR PROGRAM DISTRICT COST	\$8,019,041.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$92,735.00	
+	SPECIAL ED DISTRICT COST	\$989,420.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$720,506.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$78,352.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$91,240.00	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$387,067.00	
+	AEA SPECIAL ED SUPPORT	\$394,012.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$65,838.00	
+	AEA EDUCATIONAL SERVICES	\$72,785.00	
+	AEA SHARING DISTRICT COST	\$825.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$40,458.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$4,366.00	
+	DROPOUT ALLOWABLE GROWTH	\$288,077.00	Required Local Match \$96,026
+	SBRC ALLOWABLE GROWTH OTHER #1	\$0.00	Inc. Enrollmnt, OE Out, and LEP
+	SBRC ALLOWABLE GROWTH OTHER #2	\$0.00	LEP
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$0.00	Estimated
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00	
-	AEA SPECIAL ED POSITIVE BALANCE	\$0.00	
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00	
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00	
+	ENROLLMENT AUDIT ADJUSTMENT	\$0.00	
-	AEA PRORATA REDUCTION	\$72,256.00	503,028.00
=	MAXIMUM DISTRICT COST	\$11,172,466.00	10,780,175.00 392,291.00
+	PRESCHOOL FOUNDATION AID	\$133,613.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$597,418.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$2,950,000.00	Estimate on Budget Worksheet
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,667,710.00	Est.
=	MAXIMUM AUTHORIZED BUDGET	\$18,521,207.00	
-	EXPENDITURES	\$155,815.98	0.84%
=	UNSPENT AUTHORIZED BUDGET	\$18,365,391.02	
	<b>EXPENDITURES</b>	<b>FY2024</b>	<b>FY2023 Actuals</b>
	JULY	\$155,815.98	\$181,999.04
	AUGUST	\$0.00	\$389,847.59
	SEPTEMBER	\$0.00	\$1,581,703.72
	OCTOBER	\$0.00	\$1,173,788.51
	NOVEMBER	\$0.00	\$1,043,857.23
	DECEMBER	\$0.00	\$1,041,531.82
	JANUARY	\$0.00	\$1,088,547.24
	FEBRUARY	\$0.00	\$1,161,047.84
	MARCH	\$0.00	\$1,269,836.25
	APRIL	\$0.00	\$1,204,439.25
	MAY	\$0.00	\$1,297,665.65
	JUNE	\$0.00	\$3,285,083.89
	<b>TOTAL</b>	<b>\$155,815.98</b>	<b>\$14,719,348.03</b>

SHENANDOAH COMMUNITY SCHOOL										
CALCULATION OF MISCELLANEOUS INCOME										
2023-2024										
	STATE AID/ SRCIPVR (CNI)	TLC/4 YR STATE AID/TSS/ EARLY INTER/PD/ TRANS EQ.	SPED DEFICIT SUPPLEMENTAL	AEA FLOWTHROUGH	PROPERTY TAX	INSTRUCTIONAL SUPPORT THRU	EXCISE TAXES UTILITY REPL.	** MISC REVENUE	TOTAL REVENUE (Includes Flowthrough)	
	Source Codes	Source Codes	STATE AID Source Code	Source Code	Source Codes	INCOME SURTAXES Source Code	Source Codes			
	3111, 3112	3116, 3117, 3119	3113	3214	1110-1119	1134	1170-1179			FY2023
JUL								12,534.98	12,534.98	7,847.11
AUG								-	-	48,493.76
SEP	-	-	-	-	-	-	-	-	-	1,994,778.30
OCT	-	-	-	-	-	-	-	-	-	2,022,793.00
NOV	-	-	-	-	-	-	-	-	-	860,752.47
DEC	-	-	-	-	-	-	-	-	-	1,117,775.44
JAN	-	-	-	-	-	-	-	-	-	880,325.70
FEB	-	-	-	-	-	-	-	-	-	1,103,360.86
MAR	-	-	-	-	-	-	-	-	-	1,145,290.29
APR	-	-	-	-	-	-	-	-	-	1,985,822.79
MAY	-	-	-	-	-	-	-	-	-	956,284.42
JUN	-	-	-	-	-	-	-	-	-	2,049,740.55
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,534.98	\$ 12,534.98	\$14,173,264.69



Function Part 1	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
40 DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>61 SCHOOL NUTRITION FUND</b>								
2000 2000	0.00	0.00	0.00	0.00	0.00	0.00	33.74	(33.74)
3000 3000	0.00	8,013.36	8,013.36	0.00	(8,013.36)	0.00	32,744.48	(40,757.84)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61 SCHOOL NUTRITION FUND	0.00	8,013.36	8,013.36	0.00	(8,013.36)	0.00	32,778.22	(40,791.58)
<b>62 CHILDCARE FUND</b>								
1000 INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62 CHILDCARE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>81 TRUST FUNDS NON EXPENDABLE</b>								
1000 INSTRUCTION	0.00	2,500.00	2,500.00	0.00	(2,500.00)	500.00	0.00	(3,000.00)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81 TRUST FUNDS NON EXPENDABLE	0.00	2,500.00	2,500.00	0.00	(2,500.00)	500.00	0.00	(3,000.00)
<b>91 AGENCY FUND</b>								
1000 INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91 AGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Grand Total:</b>	<b>0.00</b>	<b>713,787.36</b>	<b>713,787.36</b>	<b>0.00</b>	<b>(713,787.36)</b>	<b>469,292.25</b>	<b>273,300.26</b>	<b>(1,456,379.87)</b>

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund # 10	GENERAL FUND
95% GROUP INC.	6,841.50	EARLY READER TEXTBOOKS
ACCELERATE LEARNING, INC.	410.35	MS PD CURRICULUM
AHLERS & COONEY PC	75.00	LAWYER
ALBIREO ENERGY	4,177.50	MAINTENANCE BUILDING REPAIR SERVICES
ANDERSON PAINTING AND TREE SERVICE	3,534.00	GROUNDS REPAIR SERVICES
ANGIE TROWBRIDGE	173.22	HS GENERAL ED SUPPLIES
BA MARKETING & PUBLICITY, LLC	2,386.10	ADVERTISING
BEDFORD, FREEMAN & WORTH PUBLISHERS	7,679.35	TAG TECH RELATED SOFTWARE / CURRICULUM
BLICK ART MATERIALS	1,718.45	ART SUPPLIES
BLUECROSS & BLUESHEILD	114.00	OTHER BENEFITS-FLEX SPENDING/DIRECT DEP
BMO MASTERCARD	806.00	HS PRINCIPAL DUES
BMO MASTERCARD	7,808.35	SUPPLIES/MATERIALS
BMO MASTERCARD	4,736.23	SUPPLIES/MATERIALS
BMO MASTERCARD	2,099.60	HS GENERAL ED TEXTBOOKS
BMO MASTERCARD	305.92	HS STAFF TRAINING TRAVEL
BMO MASTERCARD	5,604.47	VOC AID SUPPLIES
BMO MASTERCARD	4,860.77	SUPPLIES/MATERIALS
BMO MASTERCARD	534.48	TRAVEL
BMO MASTERCARD	15.00	MAY MENTOR SUPPLIES
BMO MASTERCARD	1,362.35	SUPPLIES/MATERIALS
BMO MASTERCARD	2,082.66	SUPPLIES/MATERIALS
BMO MASTERCARD	386.78	MAINTENANCE BUILDING SUPPLIES
BMO MASTERCARD	1,609.37	SOFTWARE/SUPPLIES
BMO MASTERCARD	1,605.47	BACKGROUND CHECKS/SUPPLIES
BMO MASTERCARD	300.00	HS PD SUPPLIES
BMO MASTERCARD	8.03	ELEM AT RISK SUPPLIES
BMO MASTERCARD	980.94	INSTRUCTIONAL SUPPLIES
BROWN'S REPAIR & AUTO PARTS, INC.	6,907.11	VEHICLE REPAIR SERVICES
CABINETS BY STAC	2,012.19	SUPPLIES/MATERIALS
CARI JOHNSON	652.00	STUDENT TRANSPORTATION-PARENT
CDW GOVERNMENT	599.50	TECHNOLOGY COMPUTERS
CENEX FLEET FUELING	3,295.18	MAINTENANCE GASOLINE
CENTURYLINK	623.95	TELEPHONBE
CESA 5	3,100.00	HS GENERAL ED SUPPLIES
CHAT MOBILITY	208.23	TELEPHONE
CHRISTINE DAVIS	450.00	CAMP INSTRUCTOR
CITY OF SHENANDOAH	25,208.08	WATER-SEWER
CLARINDA CSD	13,752.68	TUITION OE TO LEA WITHIN IA SPED
CLAY'S PUMP AND EQUIPMENT	773.29	MAINTENANCE PARTS
COUNTRY TIRE	24.34	EQUIPMENT REPAIR
CRAIG HOLMES	2,041.00	PARENT TRANSPORTATION REIMBURSEMENT
CULLIGAN WATER	841.44	MAINTENANCE RENTAL OF EQUIPMENT
CURRICULUM ASSOCIATES	9,857.07	EARLY READERS WORKBOOKS
DANA FINNEGAN	220.65	SUPPLIES/MATERIALS
DENISE GREEN	47.50	BUS DRIVER CDL PAID BY DISTRICT
DINGES AUTO GLASS	50.00	VEHICLE REPAIR SERVICES
DISCOVERY EDUCATION	10,382.00	ELEM GENERAL ED TEXTBOOKS
EGAN SUPPLY	2,565.19	CUSTODIAL SUPPLIES
EVAN-MOOR	59.97	EARLY READER TEXTBOOKS
EXPLORE LEARNING	3,295.00	MS TECHNOLOGY SOFTWARE
FAREWAY STORES	100.82	SUPPLIES/MATERIALS
FELD FIRE	297.00	OTHER PURCHASED PROPERTY SERVICES
FIRST INTERSTATE BANK	45.00	SAFETY DEPOSIT BOX RENT
FREMONT MILLS CSD	7,639.56	TUITION OE TO LEA WITHIN IA LEVEL I
GILLESPIE-JENSEN, KATIE	737.00	PARENT TRANSPORTATION REIMBURSEMENT



MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
GOBILDA	2,614.59	TITLE IV SUPPLIES
GOPHER	809.77	PE SUPPLIES
GRAINGER	1,132.63	MAINTENANCE SUPPLIES
GRANT WOOD AEA	7,296.20	SPEL LEVEL I TUITION - AEA
GREATER SHENANDOAH FOUNDATION	2,500.00	MAY MENTORING PROGRAM
GREEN HILLS AEA	1,050.30	EQ PROF DEV STAFF WORKSHOP/CONF REG
HAMBURG CHARTER SCHOOL	3,962.58	TUITION-OPEN ENROLLMENT
HAMBURG COMMUNITY SCHOOL DISTRICT	174.54	OPEN ENROLLMENT
HD PRO INSTITUTIONAL	10,578.82	CUSTODIAL SUPPLIES
HEGGERTY	712.00	EARLY READER TEXTBOOKS
HEINEMANN	345.43	MS SPEL LVL I SUPPLIES
HOUGHTON MIFFLIN	5,336.00	MS PD GENERAL SUPPLIES
HY-VEE	99.75	ELEM PRINCIPAL FUNDRAISER SUPPLIES
IAMO COMMUNICATIONS	60.00	NETWORK SUPPORT INTERNET ACCESS
IMAGINE LEARNING	6,400.00	ELEM GENERAL ED SUPPLIES
IOWA ASSOCIATION OF SCHOOL BOARD	4,783.00	MEMBERSHIP/SUBSCRIPTION
IOWA COMMUNICATIONS NETWORK	358.34	TELEPHONE
IOWA WESTERN COMMUNITY COLLEGE	500.00	NON INSTRUCTION STAFF WORKSHOP
IRESQ	281.60	TECH REPAIR & MAINTENANCE SUPPLIES
ISFIS	1,815.97	BOARD DUES
JASMINE SMITH	652.00	PARENT TRANSPORTATION REIMBURSEMENT
JB PARTS & SUPPLY	212.21	MAINTENANCE PARTS
JOHN GOWING PLUMBING AND HEATING	852.17	MAINTENANCE BUILDING REPAIR SERVICES
JOHNSON CONTROLS	625.62	OTHER PURCHASED PROPERTY SERVICES
JOSTENS	417.38	SUPPLIES
KENDALL HUNT PUBLISHING CO	15,033.60	ELEM GENERAL ED WORKBOOKS
KENNETH THRASHER	50.00	BUS DRIVER PHYSICALS
KIM ASHLOCK	765.00	CAMP INSTRUCTOR
KMA BROADCASTING, LP	1,010.00	ADVERTISING
LAKESHORE LEARNING MATERIALS	114.97	ELEM GENERAL ED SUPPLIES
LAWN WORLD	1,030.00	GROUNDS REPAIR SERVICES
LEARNING A-Z	128.00	MS SPEL LVL I SUPPLIES
LEGENDS OF LEARNING, INC.	2,200.00	MIDDLE SCHOOL INST SOFTWARE
MACGILL SCHOOL NURSE SUPPLIES	647.65	HS NURSE GENERAL SUPPLIES
MARANDA CULBERTSON	1,065.20	CAMP INSTRUCTOR
MARCIA BRENNER ASSOCIATES	400.00	TECHNOLOGY COORDINATOR RELATED SOFTWARE
MARTHA ARCHULETA	1,304.00	STUDENT TRANSPORTATION-PARENT
MEDICAL ENTERPRISES	50.00	BUS DRIVER DRUG TESTING
MID-AMERICAN RESEARCH CHEMICAL	3,949.26	CUSTODIAL SUPPLIES
MID-IOWA SCHOOL IMPROVEMENT	2,778.33	PROF DEV STAFF MEMBERSHIP
MIDAMERICAN ENERGY	22,103.24	UTILITIES-ELECTRICITY
MILLER BUILDING	1,192.34	MAINTENANCE BUILDING SUPPLIES
MIND RESEARCH INSTITUTE	1,820.00	MIDDLE SCHOOL INST SOFTWARE
MINNESOTA CLAY USA	1,028.24	HS ART SUPPLIES
MITEL NET SOLUTIONS	579.79	TELEPHONE
MOLLY HAWKINS' HOUSE	110.92	MS ART SUPPLIES
NATALIE KIRSCH	2,041.00	PARENT TRANSPORTATION REIMBURSEMENT
NICOLE MACDONALD	1,304.00	STUDENT TRANSPORTATION-PARENT
NUMOTION	4,965.14	HS SPEL LEVEL III SUPPLIES
OMAHA WORLD HERALD	546.00	BOARD NEWSPAPER ADVERTISING
PAPER CORPORATION	3,318.51	DISTRICT WIDE SUPPLIES
PETERSEN AUTO	456.14	VEHICLE REPAIR SERVICES
PLANBOOKEDU	456.00	ELEM PD GENERAL SUPPLIES
PLUNKETT'S PEST CONTROL	674.40	MAINTENANCE PEST CONTROL CONTRACTED
PROJECT LEAD THE WAY	2,378.00	PLTW PARTICIPATION - LAUNCH

**MONTHLY BOARD VENDOR BILLS**

Vendor Name	Invoice Detail Amount	Invoice Detail Description
RASMUSSEN MECHANICAL SERVICES	870.00	MAINTENANCE BUILDING REPAIR SERVICES
REALLY GREAT READING	1,179.80	TITLE I SUPPLIES
RENAISSANCE	300.00	PS TESTING
REV ROBOTICS	1,541.00	TITLE IV SUPPLIES
ROCSTOP - FUEL	43.29	TRANSPORTATION GASOLINE
ROCSTOP CARDTROL	363.15	TRANSPORTATION DIESEL
SAPP BROS.	952.73	TRANSPORTATION SUPPLIES
SARAH MARTIN	311.29	TEACHER DEVELOPMENT TRAVEL
SAVVAS LEARNING COMPANY LLC	247,907.06	CURRICULUM
SCHOLASTIC INC	1,264.55	MS GENERAL ED SUPPLIES
SCHOLASTIC MAGAZINES	3,014.80	EARLY READER TEXTBOOKS
SCHOOL DATEBOOKS	1,299.05	MS GENERAL ED SUPPLIES
SCHOOL SPECIALTY / CLASSROOM DIRECT	775.61	MS ART SUPPLIES
SHENANDOAH MEDICAL CENTER	20,845.00	HS ATHLETICS TRAINER/WELLNESS AGREEMENT
SHENANDOAH ROTARY	130.00	DUES
SHENANDOAH SANITATION	2,254.99	MAINTENANCE GARBAGE COLLECTION
SHERIDAN DECORATING	3,129.75	MAINTENANCE BUILDING SUPPLIES
SIDNEY COMMUNITY SCHOOL DISTRICT	222,265.61	TUITION-OE/SHARED TEACHER
SIMULATION CURRICULUM	398.00	HS GENERAL ED TEXTBOOKS
SIOUX CITY CSD	617.70	DROP OUT PREVENTION SERVICES FOR AN LEA
SOUTH PAGE CSD	11,364.15	OPEN ENROLLMENT
SUCCESS BY DESIGN	388.43	SUPPLIES
SWIFT SERVICES LLC	749.84	NETWORK SUPPORT INTERNET ACCESS
TARKIO TECHNOLOGY INSTITUTE	23,730.00	TUITION-COMMUNITY COLLEGES
TCI	456.00	ELEMENTARY INST SOFTWARE
TONYA THOMPSON	941.60	CAMP INSTRUCTOR
TRUCK CENTER COMPANIES	676.46	VEHICLE REPAIR SERVICES
UPS FREIGHT	4.24	SHIPPING
UPS	52.97	SHIPPING
US CELLULAR	956.78	NETWORK SUPPORT INTERNET ACCESS
VALLEY PUBLICATIONS	854.35	BOARD NEWSPAPER ADVERTISING
VETTER EQUIPMENT CO	147.61	MAINTENANCE SUPPLIES
ZANER-BLOSER	1,236.40	EARLY READERS WORKBOOKS
Fund Number 10	<u>836,094.48</u>	
Checking Account ID 10	Fund # 22	MANAGEMENT FUND
IOWA LOCAL GOVERNMENT RISK POOL	73,140.84	NATURAL GAS INSURANCE
SPECIAL MARKETS INSURANCE	2,065.00	STUDENT CATASTROPHIC INSURANCE
SU INSURANCE COMPANY	31,431.25	BREAKDOWN INSURANCE
WILSON INSURANCE AGENCY	320,025.98	BUILDING INSURANCE
Fund Number 22	<u>426,663.07</u>	
Checking Account ID 10	Fund # 33	SAVE (SECURE AN ADVANCED VISION FOR ED.
CARL A. NELSON & CO	6,000.00	EL JK-8 WINDOWS CONSTRUCTION PROJECT
DOUG MEYER CHEVROLET	1,005.00	MAINT. EQUIPMENT
SYSTEMWORKS, LLC	3,955.00	MS JK-8 WINDOWS CONSTRUCTION PROJECT
UMB BANK, N.A.	500.00	OTHER PROFESSIONAL SERVICES
WILSON GROUP INC., THE	179,864.92	JK-8 WINDOWS CONSTRUCTION PROJECT
Fund Number 33	<u>191,324.92</u>	
Checking Account ID 10	Fund # 36	PHYSICAL PLANT & EQUIPMENT
BLUPOINTE DRS	1,500.00	TECH RELATED SOFTWARE
CDW GOVERNMENT	54,318.83	TECH RELATED SOFTWARE
CENTRAL BODY COMPANY	15,683.91	REPAIRS & MAINTENANCE VEHICLES
FRONTLINE TECHNOLOGIES GROUP LLC	20,788.12	SOFTWARE
INTRADO INTERACTIVE SERVICES CORP	2,097.90	TECH RELATED SOFTWARE
KIDWELL INC.	56,297.50	CAMERA PROJECT
MIDAMERICAN ENERGY	10.30	STUDENT HOUSING PROJECT

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
MILLER BUILDING	2,576.28	STUDENT HOUSING PROJECT
SOFTWARE UNLIMITED	9,350.00	SERVICE FOR SOFTWARE SUPPORT
WELLS FARGO FINANCIAL LEASING	2,552.70	COPIER LEASE
Fund Number 36	<u>165,175.54</u>	
Checking Account ID 10	Fund Num 61	SCHOOL NUTRITION FUND
ANDERSON ERICKSON DAIRY	3,208.23	SUMMER FOOD PROGRM FOOD
BMO MASTERCARD	68.38	SCHOOL LUNCH PROGRAM SUPPLIES
BMO MASTERCARD	405.65	SNF SUPPLIES
FAREWAY STORES	61.38	ALA CARTE FOOD SERVICE PROG
MARTIN BROS DIST	6,661.32	FOOD
Fund Number 61	<u>10,404.96</u>	
Checking Account ID 10	1,629,662.97	
Checking Account ID 40	Fund Num 21	ACTIVITY FUND
ASPI SOLUTIONS, INC	228.00	SOFTWARE
ATLANTIC HIGH SCHOOL	320.00	ENTRY FEE TO ANOTHER SCHOOL
BMO MASTERCARD	643.34	SUPPLIES/SHEN FOOTBALL
BMO MASTERCARD	420.23	SUPPLIES/FFA
BMO MASTERCARD	14.51	SUPPLIES/SHEN SINGERS
BMO MASTERCARD	1,447.70	SUPPLIES/TRAVEL
BMO MASTERCARD	269.41	MAY MENTORING ACTIVITY SUPPLIES
BMO MASTERCARD	55.00	DUES/GENERAL ATHLETICS
BMO MASTERCARD	411.88	SUPPLIES/GENERAL ATHLETICS
BROADCAST MUSIC INC.	162.51	SUPPLIES/GENERAL ATHLETICS
ELKS CLUB	1,100.00	BANQUET
FAREWAY STORES	274.92	SUPPLIES/SHEN FOOTBALL
GRAPHIC EDGE DBA GAME ONE	644.51	UNIFORMS
HUDL	2,000.00	SUPPLIES/GENERAL ATHLETICS
IGCA	95.00	DUES/GENERAL ATHLETICS
RAY WOOD	25.00	GENERAL ATHLETICS OFFICIAL
RIDDELL/ALL AMERICAN SPORTS	8,357.35	SUPPLIES/GENERAL ATHLETICS
RIEMAN MUSIC DES MOINES	41.64	SUPPLIES/MS MARCHING MUSTANGS
RIVERSIDE HIGH SCHOOL	100.00	ENTRY FEE TO ANOTHER SCHOOL
ROCSTOP - FOOD	110.00	SUPPLIES/SHEN BOYS TRACK
UNDERWOOD CSD	250.00	DUES/FOOTBALL
UNITED ALL STARS	2,000.00	REGISTRATION/CHEERLEADERS
WILSON AQUATIC CENTER	150.00	MAY MENTORING ACT. STUD& STAFF ADMISSION
Fund Number 21	<u>19,121.00</u>	
Checking Account ID 40	Fund Num 81	TRUST FUNDS NON EXPENDABLE
AMELIA MATTES AND UNIV OF KANSAS	250.00	SCHOLARSHIPS/I&C WILSON/ROLSCREEN
DERIK FARRELL AND WALDORF UNIVERSITY	200.00	SCHOLARSHIP/ELIZABETH O'BRIEN
KATELYNN ANDERZHON AND UNO	875.00	CLARK CAMPBELL SCHOLARSHIP
KEMPER LONG AND SOUTHEAST CC	575.00	SCHOLARSHIPS/SONDAG ROSCOE
MADISON DICKERSON AND NWMSU	250.00	SCHOLARSHIPS/I&C WILSON
MCKET MAHER AND NORTHEASTER OK A&M	600.00	SCHOLARSHIPS/GALE PICKARD
MOLLI FINN AND IOWA STATE UNIVERSITY	500.00	PENWELL SCHOLARSHIP PAYMENT
Fund Number 81	<u>3,250.00</u>	
Checking Account ID 40	<u>22,371.00</u>	

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Jon	Weinrich	SHS Activities	8/1/2023	6/30/2024	Team Fundrasiers on BOUND	Equipment / Supplies / Gear	80	Staff or General Public
Amy	Nielsen	Varsity Football Cheerleading	8/31/2023	9/1/2023	Youth Cheer Camp	State Choreography, entry fees for State Comp. and other fees or items needed for state competition.	80	Students

### Out of State Travel

Date	Location	Grade Level/Class	Sponsor
9/5/2023	Falls City, NE	JV Football	Jon Weinrich/Ty Ratliff
10/16/2023	Nebraska City, NE	JV Football	Jon Weinrich/Ty Ratliff
11/7/2023	Maryville, MO	MS B Basketball	Jon Weinrich/Ty Ratliff
12/2/2023	Friend, NE	V Wrestling	Jon Weinrich/Todd McGinnis
1/6/2024	Mid Buchanan - Faucett, MO	V Wrestling	Jon Weinrich/Todd McGinnis
2/3/2024	Nebraska City, NE	JV Basketball	Jon Weinrich/Ryan Spiegel

**2023 – 2024 Agreement to Establish a Consortium to Jointly Administer an  
Instructional Program Located in space within the boundaries of the  
Glenwood Community School District**

This Agreement between the member school districts whose signatures appear at the end of this document (hereafter “members”), including the Glenwood Community School District (hereafter “host”), is to establish a jointly administered program for the enrollment of students from the host and members’ school districts, hereafter called the Southwest Iowa Apex Consortium (hereafter “SWIAC”), pursuant to Iowa Code sections 28E.3 and 280.15(1) to provide quality education and activities for students enrolled from each member district, by the most efficient and economically responsible means; and

Whereas, each member wishes to enroll one or more of its students in classes or programs that are offered and available at the SWIAC Consortium and that are not otherwise available at each member’s site, and

Whereas, the host is willing to jointly administer the programs and activities at the SWIAC Consortium with the members with the costs determined as stated in this Agreement, and

Whereas, Iowa Code section 28E.3 provides, in part, that the boards of directors of two or more school districts may by agreement jointly administer any power, privilege or authority each member school district is capable of exercising individually, and

Whereas, Iowa Code section 280.15, subsection 1, provides, in part, that the boards of directors of two or more school districts may by agreement jointly share services of school personnel, acquire and share classrooms, facilities, and equipment,

Therefore, the member school districts agree to establish a jointly administered instructional program in the form of a Consortium as authorized by Iowa Code under the following terms and conditions:

PURPOSE

Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students. Members agreeing to be part of this Consortium Agreement by sending students to the SWIAC Consortium will become members of the Consortium. This Agreement describes the arrangement for the provision of instructional services for the Consortium. This Agreement further describes certain terms and conditions to participate in SWIAC through a consortium arrangement for the students of each member district, including the host district, and other students not residents of any member district. This Agreement provides a means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of educational programs and the collective operation of facilities for student use by exercising powers, privileges, and authority and proceeding to participate in and help administer the program, pursuant to the joint powers authorized by Iowa Code.

A school district, which is not a member of the consortium, may contact the host district member of the Intake Committee for one of its students to be enrolled into the SWIAC Consortium; however, the fact that a school district submits a request to enroll one of its students does not guarantee that the student will be assigned to the consortium site. Upon receipt of a request to enroll a student from a non-member school district, the Intake Committee member will review the student's IEP and determine whether the student is eligible to enroll in the program and whether the program has capacity to admit the student into the program. If a student is eligible to enroll in the program and the program has capacity, the non-member district's request to enroll the student will be forwarded to the host district business office to arrange SWIAC membership for the non-member district. Should the district refrain from joining the consortium, the student will not be enrolled in the SWIAC Consortium program. Should the district agree to join the consortium, given the student's eligibility and program capacity, the district's request for enrollment will be reviewed by the SWIAC Intake Committee. Upon approval for enrollment by the Intake Committee, the student will be enrolled in the Consortium program at the earliest possible date. If the student is eligible to enroll in the program and the district agrees to join the SWIAC, but the program does not have capacity, the non-member school district will be notified by the host district Intake Committee member that it cannot enroll the student in the consortium program. At that time, the resident district remains responsible for locating an appropriate program for the student elsewhere.

### PROGRAM DESCRIPTION

Apex serves students grades Pre-K (at least age 3 with an instructional individualized education plan (IEP) through 12 with significant (Level III) cognitive or behavioral needs, e.g., including but not limited to students with BD, SED, ASD, and other intellectual and developmental disabilities, and students with dual diagnoses who have exhausted special education services in the student's resident school district. The overwhelming majority (95%) of students served by Apex have a DSM-5 diagnosis. Apex serves students who have been assigned to the consortium site by their resident districts, which are members of the consortium, and such assignment has been recommended by the IEP team in the student's resident school district.

The Apex Program is based on sound, well-researched theoretical foundations (e.g., Social Learning Theory, Social Interactionist Perspective, Coercion Theory, Cognitive-Behavioral Theory, and Behavior Momentum Theory) and includes:

- A predictable environment with clear social, emotional, behavioral, and academic expectations
- Attention for students who meet those expectations
- Effective correction when students miss expectations
- A Response-to-Intervention approach utilizing research-supported interventions to address social, emotional, behavioral, and academic needs and a variety of assessments to assess intervention fidelity and outcomes

Children may be enrolled in the SWIAC Consortium after completing the intake process and receiving the approval for enrollment from the Intake Committee. The Intake Committee will be comprised of a representative from the host district, Apex, a member district, an AEA special

education consultant, and an AEA regional administrator. The Intake Committee will determine the enrollment status of any SWIAC Consortium student applicant referred to the Consortium and address any concerns about the student referral. Children excluded from enrollment in the SWIAC Consortium include children who (a) are not from a SWIAC Consortium member district, (b) are actively suicidal or homicidal and not under the care and supervision of a psychiatrist, and (c) have a medical or physical challenge that cannot be adequately addressed by Apex staff (as determined by the Intake Committee). Students attending Apex are transported to and from the program campus by the student's resident district or by a contracted arrangement made by the resident district. Pursuant to this Agreement, instructional services will be provided by Apex.

### NAME/ORGANIZATION

To accomplish the purposes stated above and to carry out joint and cooperative activity associated with the program, there is hereby created the Southwest Iowa Apex Consortium (SWIAC; hereafter "Consortium"). This Consortium shall consist of the original member districts and host district, and shall include additional districts added from time to time, but said Consortium shall not be considered a separate legal entity for purpose of Iowa Code Chapter 28E.

"Host district" means the district of location.

"Member district" means each public school district whose board has agreed to participate in the Consortium program, including the host district.

"Administrators" mean the superintendents of each public school district whose board has agreed to participate in the Consortium program, including the host district.

"Fiscal agent" means the district that is established within the terms of this Agreement to provide the administrative business services, including student, staff, and financial accounting/management on behalf of the Consortium.

### FISCAL AGENT

The host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts. The host district agrees to enter into the Student Record Information System (SRI) students in classes offered through the SWIAC Consortium Program.

### ADMINISTRATION

The SWIAC Consortium shall be governed and administered by the superintendents of each participating member school district (collectively, "the Administrators"). However, contracts



must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the Administrators.

The administrators of the district which are members of the Consortium shall have all powers, privileges, and authority necessary and incidental to manage the affairs of the Consortium, to exercise any power common to the members, and to work with each other to manage this program. The Administrators shall also carry out the intent and purpose of this Agreement not inconsistent with law or this Agreement.

The powers and responsibilities of the Administrators shall include general administrative duties which may arise from time to time, including, but not limited to:

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the contracted instructional program from Apex.
- C. Assessing the educational needs and interests of the students within their respective district.
- D. Providing long-range planning for the Consortium.
- E. Discussing collective purchases for supplies, equipment, rental/leases, etc., on behalf of the Consortium.
- F. Meeting periodically, as needed, to discuss issues associated with the instructional program contracted from Apex and the Consortium.
- G. Other reasonable and necessary administrative duties.

Votes and approvals by the Administrators may be accomplished by a consensus, a vote at a meeting or by written affirmation by letter or e-mail. However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts may at any time restrict the powers of the fiscal agent of the Consortium.

#### JOINT MEETINGS

The Administrators shall meet at least twice each school year, or more often if necessary, to discuss items of mutual concern.

#### BOARD APPROVAL

Consortium membership shall be approved by the board of directors of each member district. Failure of a board of directors to approve the Consortium Agreement shall remove that school district from Consortium membership.

#### JURISDICTION

The students attending the Consortium program shall be allowed to participate in the student activities in their districts of residence and will be subject to the eligibility rules of their resident districts. Students in the Consortium continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary procedures of their

resident districts. The Consortium will contract with the service provider to administer required assessments and forward the results of the individual assessments to each resident district. The resident districts remain responsible for the achievement of resident students pursuant to the provisions of the No Child Left Behind Act. Permanent school records shall be maintained at the student's resident district.

The resident districts, through the Consortium, must be actively involved in monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, No Child Left Behind provisions, IDEA provisions, EDGAR provisions, OMB circular A-87 and A-133 provisions, FERPA provisions, teacher licensure, curriculum development, professional development and expectations, and core curriculum implementation.

Member district students shall be under the jurisdiction of, and be the responsibility of, the host district while in attendance at the Consortium, except as set out in this Agreement. Member district students may be subject to the same academic, disciplinary, and other additional requirements that apply to host district resident students. Member district students may also be subject to additional disciplinary action at their resident district. All disciplinary or other hearings, if any, will be conducted by the administration or board of directors hosting the program with the exception of hearings regarding suspension of more than ten (10) days and expulsions, which will be held by the resident district. The board of the resident district will work with the host district to determine an appropriate course of action to the extent of the Consortium program.

#### INDEPENDENCE RETAINED

It is expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the member districts, it being specifically agreed that their relationship is and shall remain that of independent parties participating in a cooperative mutual relationship in the Consortium. In no event shall a school district be liable for the debts and/or obligations of another school district.

It is further expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the member district (or consortium) and the contracted service provider. In no event shall a school district or the consortium be liable for the debts and/or obligations of the contracted service provider. Likewise, in no event shall the contracted service provider be liable for the debts and/or obligations of a school district or the consortium.

#### NON-DELEGATION

Unless specifically provided in this Consortium Agreement, the Agreement shall not be construed as a delegation of the authority by the boards of directors of any member school districts or the powers or responsibilities conferred upon them by Iowa Code.

## DISPUTE RESOLUTION AND ARBITRATION

In the event that the member districts are unable to agree to the interpretation or operation of this Agreement, the dispute shall be referred to a “Conflict Resolution Committee” made up of the president and vice-president of the board of directors of the host district and the chief administrator of the area education agency (AEA) in which the Consortium program is located. The Committee shall meet to discuss the dispute and make recommendations to the Administrators as to resolution of the dispute.

In the event that the dispute remains unresolved, the fiscal agent shall request that a mediator knowledgeable in Iowa school district matters be appointed by the chief administrator of the AEA in which the Consortium program is located to assist in a negotiated resolution to the dispute.

In the event that mediation does not resolve the dispute, it will be submitted to arbitration by a single neutral arbitrator who is knowledgeable in Iowa school district matters appointed by the chief administrator of the AEA in which the Consortium program is located.

## SPECIAL EDUCATION

Each member district referring students to the Consortium, shall remain responsible for insuring the special education instructional and related services offered to its students at the Consortium provides a free and appropriate public education (FAPE) pursuant to federal and state law.

Each district is to maintain a file on each resident student attending the Consortium program. For special education students, this file should contain the student’s current IEP and progress reports.

The resident district, working with the private provider and the fiscal agent district, is responsible for IEP development and review.

## LIMITED ENGLISH PROFICIENT

If any student enrolled and served in the Consortium requires a limited English proficient [LEP] program, the resident district shall be billed for the cost of those services provided above the regular instructional program provided. This will be billed as an individualized cost and will be considered non-special education costs.

## STAFFING

Instructional staff for the consortium will be contracted for and are the employees of the contracted service provider, unless this Agreement assigns member districts to provide specific staff positions for the Consortium. Staff providing special education services will be considered employed by the contracted service provider.

The fiscal agent may employ, on behalf of the Consortium, an appropriately licensed person or assign a portion of an appropriately licensed person's time (with time records to show exclusively devoted to the Consortium) to perform the duties of a principal or special education director. Only the employing member district has the power to terminate the employment of the principal/director; however, if a majority of administrators give notice seeking the removal of the principal/director from the Consortium program, the employing member district shall in good faith attempt to reassign or terminate the employment of the principal/director.

If the time records support that a specific portion of the time of the principal or special education director was exclusively devoted to special education at the consortium, the fiscal agent shall provide such records to each member district. The member districts may use this information to request approval of the School Budget Review Committee (SBRC) to treat this cost as a special education cost. Otherwise, without SBRC approval, the cost cannot be expended from special education funding.

### TRANSPORTATION

Transportation of active member students to and from the Consortium site will be determined by the resident member district and will not be the responsibility of the host district. In addition, any additional supervision required for a member district student(s) while en route to and from the Consortium site will be the sole responsibility of the resident member district.

The host district agrees to allow vehicles from active member districts to cross its boundaries for purposes of providing such transportation.

### PROPERTY

It is not contemplated that the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or sublease arrangements for a classroom to house the program, with approval of the member districts' boards, if that space is not owned or leased by an Iowa school district. Any allowable lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds but not General Fund. Classrooms must meet all legal requirements for classroom space. Any lease for space shall be limited to the space within the classroom used exclusively for the consortium and shall reflect the fair rental value (FRV) for the community in which the private facility is located.

Existing equipment, supplies, furniture, and textbooks of each member district may be used in the Consortium program. Such use will be determined by the Administrators based upon the appropriate need for the item. An inventory of exchanged items will be maintained.

Upon termination of this Consortium Agreement, identifiable exchanged items shall be returned to the district of original ownership. All items purchased separately by each member district during the term of this Agreement shall remain the property of that member district.

Each member district shall be responsible for its own buildings, non-instructional equipment and supplies, school buses, custodial and maintenance, utilities, insurance, and similar costs outside of the Consortium.

### NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to refer students to the SWIAC Consortium through the IEP process, with the approval of the governing board of the resident district. Any non-member district that wishes to enroll a student in the consortium must first join the consortium prior to enrolling the student for in the program.

### FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the Consortium Program. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billable costs will include staff salaries and benefits; employee travel; supplies and materials; contract services; and equipment related to special education services for enrolled student in the Consortium Program. Billing will be done monthly with itemized billing quarterly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the Administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement, if the billings were correctly calculated and appropriate, allowable costs pursuant to state guidance.

If statutory changes or additions, (i.e., state incentives for such sharing), mandate adjustments in the payments required pursuant to this Agreement, addenda shall be executed to bring the Agreement into compliance with statutory requirements.

The fiscal agent shall receive no more than one (1) percent of the regular program DCPD for each student (FTE) enrolled and served in the Consortium program. This is a regular education cost and cannot be charged to special education and includes covering incidental administrative costs such as clerical and business services, postage, and telephone.

The fiscal agent member district shall establish an operating budget for the Consortium program. The budget shall include all anticipated revenues and expenditures for instruction, instructional supervision, and operation and maintenance. If the revenues or cash flow are insufficient to meet the costs of the Consortium, the Administrators shall discuss adjustments to the revenues, expenditures or budget. The budget and any amendments to the budget shall be approved by a majority of the Administrators. Because the costs to districts must be based on actual resident students enrolled and served in the Consortium program, and students may move, drop out or join the program throughout the school year, the budget estimated to be paid by each member district may require adjustment throughout the year accordingly.

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each month. No billing shall be provided directly to resident

districts from a third party provider, including the purchased service provider. Each member shall promptly pay its amount at its next board meeting, but no later than thirty (30) days from receipt of the itemized bill. If any costs were estimated in the first three quarters, the final quarter's billing shall be adjusted to ensure that the costs are the actual costs for special education for the entire year and the correct share of costs pursuant to this Agreement.

"Itemized" billing means a bill in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, determining performance of the IEP requirements for each of its students, reporting expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013, filing Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.

Each resident district shall be billed for and pay the actual costs of the educational program for each of its resident students pursuant to the IEP. "Actual costs" is a term referring to the excess costs of providing instruction for children requiring special education, above the costs of instruction of pupils in a regular curriculum. "Actual costs" should not be confused with the common meaning of actual as 'all costs incurred' which might include non-instructional costs or costs of instruction that are substantially similar to the costs of instruction in regular curriculum. To the extent that the costs are directly related to the provision of special education services pursuant to the IEPs, these costs are special education costs in the member districts. In the case of a Consortium, the general purpose percentage [GPP] would not be billed as a part of the actual costs, because the non-IEP costs are being allocated to member districts otherwise; billing for GPP would result in duplicated billing.

Specialized costs for identified limited English proficient (LEP) students above the costs of providing instruction for students in a regular curriculum, may be billed to each member district of such identified LEP students in the proportion that each member's student FTE enrolled in the Consortium program and using that specialized LEP instruction bears to the total of all members' student FTE enrolled and using that specialized LEP instruction. Costs must be exclusively for identified LEP students and must be related to LEP instruction above the regular curriculum. Such costs will be billed as an individualized cost and may be paid from the LEP weighted funding (280.4), from SBRC modified supplemental amount (257.31(5)j), or from general fund, general purpose funding.

In the case where a lease agreement is approved by the Administrators and their respective boards, and the facility being leased is not a school building owned or leased by a member district, the annual cost of the lease may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The lease would be paid from either PPEL or SAVE and is not a special education cost. No costs related to debt, facility use charges or new construction/remodeling may be charged. No lease or use of space cost is permitted if the building is owned or leased by a member school district. The lease agreement will cover only classroom space utilized exclusively by the consortium and shall be at the FRV for the community in which the classroom space is located. The FRV will include operation and maintenance costs.

If a lease agreement is not approved and the cost of insurance other than employee insurances for the host district is increased as a result of the Consortium Program (liability), the excess cost of liability insurance over the normal cost of liability in the host district, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The cost is a management fund cost.

Each resident district shall be billed for and pay costs related to the use of the host district's facilities for operation of the SWIAC consortium classroom if those costs exceed the costs the host district would have had if the consortium classroom was not in that district school building. The non-instructional costs may include maintenance (janitorial services, snow and ice removal, and lawn care) estimated at \$18,000.00, and utilities and services (gas, electricity, water, sewer, garbage disposal, and pest control) estimated at \$15,000.00. Costs shall exclude any costs of the Apex Program which are not exclusively related to offering the special education instructional program to the consortium. Because the consortium is located on district property, there shall be NO use charge, lease or rental charged to school districts. Operation and maintenance costs, if allowable, are General Fund costs and may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year.

Food service will be provided by the host district in the same way that food service is provided to other students attending public school within the district boundaries.

The cost of teachers and aides that are not included in actual costs of special education (salaries, FICA, IPERS, health insurances (but not such things as early retirement incentives, TSAs, worker compensation payments or premiums, unemployment)), may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

Professional development and teacher travel that is specific and unique to the students served in the Consortium Program, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. If the professional development/travel is special education professional development directly related to provision of IEP services, it may be charged to special education funding by the member districts; if not special education professional development directly related to provision of IEP services or is generic professional development even if to special education staff, it is a general fund, general purpose expenditure.

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

The cost of purchased instructional services (whether from the AEA or from a private provider) that are not individualized costs or not appropriate to be included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

### CONTRACTED SERVICES

Billings from any purchased service provider must be "itemized" in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, the ability to:

- Determine performance of the IEP requirements for each of its students.
- Report expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013 and any subsequent rules or Department guidance.
- Ensure that costs are itemized for the purpose of submitting Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.
- Ensure that the costs are limited to actual costs of special education as defined by Iowa Code, rules, or Department guidance.
- Ensure that each item is an item on the student's individual IEP so that re-billings are accurate.
- Ensure that items such as services of a nurse are identified and are linked only to students with services of a nurse included on the individual student's IEP.
- Ensure that each item is paid from the correct fund.
- Ensure that each item is paid from the correct funding stream (special education weighted funding, IDEA Part B or Part C, LEP, Title 1, general purpose funding, etc.).
- Ensure that any administrative costs are allowable and itemized for the purpose of requesting permission from the SBRC to pay those costs from special education weighted funding rather than general purpose funding.
- Ensure that costs that are not included within the definition of actual costs of special education instructional programs are separately identified so that they are not paid from any special education funding streams. For this purpose, at a minimum, this would require costs itemized to the function and object level that districts are required to enter on the CAR-COA. There cannot be a single special education cost when that cost includes non-instructional items or includes mixed programs, funds, functions or objects. Therefore, there would be separate purchased services (even if in the same Agreement) for such things as instruction, support services, administration.
- Ensure that no costs were paid from grants or other funding resources the private purchased service provider received or was entitled to receive for any cost to be paid by the district which was properly paid from, or should have been paid from, a different source. The IDEA provides that education agencies are payors of last resort.



- Ensure that any profit built in by a private for-profit service provider is reasonable. The district has a stewardship responsibility to look at those costs to evaluate the cost effectiveness of purchasing services versus providing the services directly as well as to have procedures in place to meet the coming requirements of the omni-circular related to procurement.
- Ensure that no costs are “per pupil rates.”
- Ensure that no costs are related to purchasing spaces or other phantom student models.
- Ensure time records are maintained when personnel are paid from multiple funding streams and costs are proportionate to time.
- Ensure that if GPP is part of the billing, that the GPP has been used to reduce the costs which are not defined by Code as special education instructional costs.

### AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a unanimous vote of the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically present. All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the administrators of all member districts.

### DURATION

Subject to the rights of amendment, modification or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2020 and shall automatically renew every July 1 for one-year periods unless participation is terminated by a member by providing written notice to all other members on or before January 1 or terminated by mutual agreement of all of the member districts. This Agreement will be reviewed annually by the Administrators, beginning in January 2020.

### TERMINATION

On termination of the Agreement, all assets owned by member districts shall be returned to the member district, and all Consortium assets remaining after payment of all liabilities shall be distributed to each member district, at fair value, on the basis of its total FTE of student enrollment on October 1 in the year of termination in proportion to the total student enrollment of all member districts on October 1. If assets are insufficient to pay all liabilities, members shall be assessed in such proportion. Also, upon termination of this Consortium Agreement, any remaining equipment, supplies, textbooks, and furniture purchased jointly on a prorated basis shall be divided by the same proration, subject to depreciation. Such items will be physically divided, if possible. If not possible, one district shall compensate the other districts for their prorated share of the depreciated value.

### CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter “loss”) is made by or on behalf of a student, the district transporting or supervising the student at the time of the loss shall be

responsible for any payment of claims, damages or judgments arising out of the loss, and that transporting or supervising district shall indemnify, defend, and hold harmless the non-transporting or non-supervising district if a claim is made against the non-transporting or non-supervising district for a loss which occurred while the student was under the supervision and control of the transporting or supervising district. Both member districts and the host district agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.

Otherwise, to the extent permitted by law, each of the member districts shall protect, defend, hold harmless, and indemnify the other member districts from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which the other districts may incur by reason of the indemnifying party's negligence, breach of this Agreement or violation of law or right of a third party or that of the indemnifying party's officers, employees or agents.

#### APPLICATION OF LAWS, RULES, AND REGULATIONS

This Agreement and all policies, rules, and regulations adopted by the Administrators to govern the operation of the program shall comply with the laws of the state of Iowa, with rules and regulations of the Iowa Department of Education, and with federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all members.

All member districts shall refrain from any action which would violate any law, rule, policy or regulation of any governmental body or agency having jurisdiction over this Agreement.

All member districts agree to cooperate as needed to assure that all required services and responsibilities are provided by the members and that the educational programs and activities are operated in compliance with all applicable laws.

#### BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the member districts hereto and their successors and assigns.

#### EXECUTION IN COUNTERPARTS

This Agreement may be simultaneously executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

#### SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this

Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be void. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

In commemoration of this Consortium Agreement, the presidents and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having been passed by a majority roll call vote of each board.

Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be void. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

In commemoration of this Consortium Agreement, the presidents, and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having passed by a majority roll call vote of each board.

**For the Host and Fiscal Agent Member School District – Glenwood CSD:**

Board President	<u></u>	Dated <u>7-31-23</u>
Board Secretary	<u></u>	Dated <u>7-31-23</u>

**For the Member School District - \_\_\_\_\_**

Board President	_____	Dated _____
Board Secretary	_____	Dated _____

# SOUTHWESTERN COMMUNITY COLLEGE EDUCATIONAL SERVICES CONTRACT

This contract establishes the terms and extent of a relationship between Southwestern Community College (Merged Area XIV), hereinafter referred to as "Provider" and the Shenandoah Community School District, hereinafter referred to as "Participant" for providing career and technical education programs for high school students by Provider to the Participant and citing the scope of this contractual relationship.

## SECTION I PURPOSE

SWCC and Shenandoah Community School District enter into the contract for the purpose of providing college classes to high school students in Automotive Repair Technology. Contract includes the following classes:

Automotive Repair Technology at Creston campus

Fall Semester/First Year Students:

- AUT 104 Introduction to Automotive Technology 3 credits
- AUT 404 Automotive Suspension and Steering 4 credits
- AUT 603 Basic Automotive Electricity 3 credits

Fall Semester/Second Year Students:

- AUT 163 Automotive Engine Repair 3 credits
- AUT 173 Advanced Automotive Engine Repair 3 credits
- AUT 834 Automotive Fuel Systems 4 credits

Spring Semester/First Year Students:

- AUT 503 Automotive Brake Systems 3 credits
- AUT 652 Advanced Automotive Electricity 3 credits
- AUT 704 Automotive Heating & Air Conditioning 4 credits

Spring Semester/Second Year Students:

- AUT 535 Advanced Automotive Brakes/Alignment 5 credits
- AUT 844 Automotive Electronic Engine Controls 6 credits

## SECTION II CONTRACT AGENCIES

Provider: Southwestern Community College (Merged Area XIV)

Participant: Shenandoah Community School District

## SECTION III TERM OF COMMITMENT

Beginning Date: August 23, 2023

Ending Date: May 10, 2024

## SECTION IV UNDERSTANDING OF PROJECT AND MUTUAL AGREEMENT

It is hereby understood and mutually agreed: that the Provider and the Participant shall cooperate, along with other education agencies, in providing concurrent credit career and technical

education courses, activities and programs to students enrolled in the high school of the Participant District; that the Provider shall serve as administrator and fiscal agent for the project; that the

Provider shall serve as the employing agent; that counseling, admissions and registration shall be the joint responsibility of Provider and Participant; that instructional services under this project shall be the responsibility of the Provider; that the governing body of the project shall be provided by the Provider; that each school district participating in a project shall designate their administrative representative for the project, to meet as provided in Section VIII of this contract.

## SECTION V FACILITIES, STUDENTS, PERSONNEL AND SERVICES TO BE PROVIDED

### A. Facilities

1. By the Provider: The Provider hereby agrees to provide facilities for the project through lease or some other contractual arrangement. When the Provider through such arrangement uses the facilities of a local education agency, it hereby agrees to abide by the rules and policies of that local education agency and will require compliance by all personnel who are part of this project.
2. By the Participant: The Participant School District hereby agrees: students provide student transportation to and from the project instructional center or site; to cooperate in developing bus schedules, calendars, class schedules, procedures and provide other advice and counsel for the efficient and effective management of the project. The school district will provide their own transportation. Any liability arising therefrom shall be the responsibility of the school district.

### B. Students and Personnel

1. By the Provider: The Provider shall provide administrative, instructional, and other necessary staff to carry out the purposes of this instructional project. The Provider shall make available to the Participant, staff members for consultative purposes from time to time as needed for activities related to this project. Students will be treated as young adults and appropriate and proper behavior will be expected when participating in lab activities as the provider is not responsible. Students are responsible for any liability arising as a result of injuries associated with lab. Jointly agreed upon rules common to the

participant schools and community college will be administered.

2. By the Participant School District: The Participant will provide, under the terms of this contract, properly screened and counseled students who are appropriately enrolled in courses offered under this project. The Participant will align student eligibility to Senior Year Plus, including providing an option for students to meet the required proficiency requirements through measures of college readiness in alignment with the Provider's criteria for course placement information for entry-level advising. All rules, regulations, and personnel policies of the Provider shall apply to project personnel, including students, while they are in the Provider's facilities. The Participant School District staff may serve the Provider's instructional staff for consultative purposes from time to time and otherwise encourage a cooperative relationship with the Provider's personnel.

## SECTION VI INSTRUCTIONAL EQUIPMENT AND MAINTENANCE

The Provider will enter into maintenance and repair contracts as required and will be responsible for keeping the instructional equipment in proper working condition. Equipment on loan to the project from local education agencies will be labeled and inventoried.

## SECTION VII INSTRUCTIONAL RELATED SERVICES

The Provider shall make available career and technical education courses, activities and programs to the students from Participant high schools. Said instructional offerings shall have been approved by the local school district boards, by the community college board and by the State of Iowa Department of Education. The Provider will provide counseling services as well as admissions, registration and record-keeping services to supplement those same services provided by the participant District.

Instructional programs will be selected on need, interest and demand as determined by the Provider. Programs will be started gradually and expanded slowly. Advisory committees will be appointed for each instructional program and articulation agreements put into place where appropriate. Flexibility will be built in to accommodate the students in new as well as existing career programs. Adjustments in registration will be allowed after each semester course. Enrollment will be allowed and encouraged in nonproject programs if space is available.

SECTION VIII ADMINISTRATION AND COMMUNICATION

Provider staff will meet periodically with Participant staff to coordinate the program. Said meetings will be scheduled by individual school districts.

SECTION IX TUITION, FEES, BOOKS AND BILLING

- A. Automotive Repair Technology  
Shenandoah Community School District is contracting for a minimum of \_\_\_\_\_ students \_\_\_\_ (initial) in Automotive Repair Technology. If Shenandoah Community School District's actual number of students exceeds the minimum, they will be billed for the actual number. The amount charged will be \$4,800 (\$2,400 each semester) per student for the academic year.
- B. Billings will be sent in October and March.
- C. The Automotive Repair Technology program is a yearlong (two semesters) program. Students enrolling in this program commit to both semesters. If a student drops from the program, the school district will be billed for two semesters. If a special circumstance arises regarding a student's disenrollment, please contact John Franklin, SWCC Interim Vice President of Instruction, for further consideration. Exceptions may be made if the student moves out of the district.
- D. Southwestern Community College is responsible for purchasing and distributing the required textbooks, tools, and other related equipment.
- E. The provider shall reserve the right to control the maximum enrollment in each class.
- F. In any event, a program may be canceled if the total enrollment by all participating districts is insufficient.
- G. This contract must be signed and filed with Southwestern Community College, 1501 West Townline Street, Creston, IA 50801 by August 23, 2023.

SECTION X ESCAPE CLAUSES

- A. For the Participant: The Participant District may be automatically withdrawn from the provisions of that part of the contract for those classes that do not organize.
- B. For the Provider: The Provider, Southwestern Community College (Merged Area XIV) may reduce the number of students accepted for courses, activities and programs if

circumstances require it. Further, the Provider shall have the right to withdraw from all parts of the Project if sufficient funds and/or students are not committed to the Project by Participants by May 1 prior to the beginning of any school year.

## NONDISCRIMINATION STATEMENT

It is the policy of Southwestern Community College not to discriminate in its programs, activities, or employment on the basis of race, color, national origin, sex, disability, age, sexual orientation, gender identity, creed, religion, and actual or potential family, parental or marital status. If you have questions or complaints related to compliance with this policy, please contact: Equity/Title IX Coordinator, Southwestern Community College (Administration Center), 1501 W. Townline St., Creston, IA 50801; phone, (641) 782-1456; or email, [TitleIXCoordinator@swcciova.edu](mailto:TitleIXCoordinator@swcciova.edu), or the Director of the Office for Civil Rights, U.S. Department of Education, John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604-7204; phone, (312) 730-1560; fax, (312) 730-1576; TDD, 800-877-8339; or email, [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov).

## DISABILITY/SPECIAL NEEDS

Southwestern provides a variety of accommodations for qualified students with disabilities. Services are designed to enhance the student's abilities and are based upon a student's individual needs. Southwestern makes every effort to assure that qualified students with disabilities have equal access to all services. Steps for obtaining such accommodations are listed in the Student Handbook (disability/special needs at Southwestern). For further assistance regarding accommodations or to identify special needs, students should contact Deb Pantini, Director of Student Development, Administration Center, at 641.782.1458.

## AUTHORIZATION

We, the undersigned, hereby certify that we are the properly authorized officers of the organizations sought to be bound by this contract, and that we do hereby accept the terms and conditions provided herein, or attached hereto as supplementing any section hereof, and attest that we sign this document on behalf of the contracting entity to the contract:

PARTICIPANT SCHOOL DISTRICT  
IN THE COUNTY OF PAGE  
THE STATE OF IOWA

PROVIDER, SOUTHWESTERN  
COMMUNITY COLLEGE  
(MERGED AREA XIV)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

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

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



**Policy 104: Anti-Bullying/Harassment Policy**

**Status:** DRAFT

**Original Adopted Date:** 12/17/2021

The Community School District is committed to providing all students, employees, and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of students to learn and succeed.

Bullying and/or harassment of or by students, employees, and volunteers is against federal, state, and local policy and is not tolerated by the board.

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

Complaints may be filed with the superintendent or superintendent's designee pursuant to the regulation accompanying this policy. The superintendent is responsible for implementation of this policy and all accompanying procedures. Complaints will be investigated within a reasonable time frame. Within 24 hours of receiving a report that a student may have been the victim of conduct that constitutes bullying and/or harassment, the district will notify the parent or guardian of the student.

If as a result of viewing surveillance system data or based on a report from a school district employee, the district determines that a student has suffered bullying or harassment by another student enrolled in the district, a parent or guardian of the student may enroll the student in another attendance center within the district that offers classes at the student's grade level, subject to the requirements and limitations established in Iowa law related to this topic.

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

**Retaliation Prohibited**

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

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

## Definitions

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

- “Electronic” means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, and electronic text messaging.
- “Harassment” and “bullying” mean any repeated or potentially repeated electronic, written, verbal, or physical act or other ongoing conduct toward an individual based on any trait or characteristic of the individual which creates an objectively hostile school environment that meets one or more of the following conditions:
  1. Places the individual in reasonable fear of harm to the individual’s person or property.
  2. Has a substantial detrimental effect on the individual’s physical or mental health.
  3. Has the effect of substantially interfering with the individual’s academic or career performance. Has the effect of substantially interfering with the individual’s ability to participate in or benefit from the services, activities, or privileges provided by a school.
- “Trait or characteristic of the individual” includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.
- “Volunteer” means an individual who has regular, significant contact with students.

## Publication of Policy

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

- Inclusion in the student handbook,
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or school district’s web site,
- (other) \_\_\_\_\_

**NOTE: This is a mandatory policy. School districts are required to ~~integrate the anti-bullying and anti-harassment policy into the comprehensive school improvement plan and shall~~ collect and report data regarding instances of bullying and harassment as required by law.**

**NOTE: Some conduct that falls under a school’s anti-bullying/anti-harassment policy also may trigger responsibilities under one or more of the federal and state antidiscrimination laws. By limiting the response to a specific application of its anti-bullying/anti-harassment disciplinary policy and the accompanying procedures, a school may fail to properly consider whether the alleged conduct also results in discriminatory bullying and/or harassment.**

Legal Reference: 20 U.S.C. §§ 1221-1234i.  
 29 U.S.C. § 794.  
 42 U.S.C. §§ 2000d-2000d-7.  
 42 U.S.C. §§ 12101 2et. seq.  
 Iowa Code §§ 216.9; 280.3; 28; ~~280.3.~~  
 281 I.A.C. 12.3(6).  
Morse v. Frederick, 551 U.S. 393 (2007)

**I.C. Iowa Code**

Iowa Code § 216.9

**Description**

[Unfair/Discriminatory Practices](#)

Iowa Code § 280.28

[Harassment and Bullying Prohibited](#)

Iowa Code § 280.3

[Education Program - Attendance Center Requirements](#)

**I.A.C. Iowa Administrative Code**

281 I.A.C. 12.3

**Description**

[Administration](#)

**U.S.C. - United States Code**

20 U.S.C. §§ 1221

**Description**

[Education - FERPA - General Provisions](#)

29 U.S.C. §§ 794

[Labor - Vocation Rehab Rights](#)

42 U.S.C. § 12101

[Public Health - Equal Opportunity - Disabilities](#)

42 U.S.C. § 2000d

[Public Health - Civil Rights - Federally Programs](#)

**U.S. Supreme Court**

551 U.S. 393

**Description**

[Morse v Frederick \(2007\)](#)

**Case Law**

Morse v. Frederick

**Description**

551 U.S. 393 (2007)

**Cross References**

**Code**

102

**Description**

Equal Educational Opportunity

102

Equal Educational Opportunity

102

Equal Educational Opportunity

102

Equal Educational Opportunity

102

Equal Educational Opportunity

102

Equal Educational Opportunity

102

Equal Educational Opportunity

102

Equal Educational Opportunity

401.01

Equal Employment Opportunity

401.13

Staff Technology Use/Social Networking

401.13	Staff Technology Use/Social Networking
402.03	Abuse of Students by School District Employees
404	Employee Conduct and Appearance
404	Employee Conduct and Appearance
404	Employee Conduct and Appearance
604.11	Appropriate Use of Online Learning Platforms
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use

**Regulation 104-R(1): Anti-Bullying/Harassment Policy - Investigation Procedures**

Status: DRAFT

Original Adopted Date: 03/08/2022 | Last Reviewed Date: 03/08/2022

### Filing a Complaint

An individual who believes that the individual has been harassed or bullied may file a complaint with the superintendent or superintendent's designee. The complaint form is available [www.shencsd.com](http://www.shencsd.com) and each school office. If the complainant is a school employee, after filing the complaint with the superintendent or superintendent's designee, the employee may separately notify the parent or guardian of the student alleged to have been harassed or bullied.

An alternate investigator will be designated in the event it is claimed that the superintendent or superintendent's designee committed the alleged bullying or harassment or some other conflict of interest exists. Complaints shall be filed within *[state number of days - 180]* of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

### Investigation

The school district will promptly and reasonably investigate allegations of bullying or harassment upon receipt of a written complaint. The *[superintendent or the superintendent's designee]* (hereinafter "Investigator") will be responsible for handling all complaints alleging bullying or harassment.

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

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

The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment as defined in Board policy. Upon completion of the investigation, the Investigator shall issue a report with respect to the findings, and provide a copy of the report to the appropriate building principal or Superintendent if the investigation involved the building principal

The complaint and identity of the Complainant, Respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. Similarly, evidence uncovered in the investigation shall be kept confidential to the extent reasonably possible.

### Decision

The investigator, building principal or superintendent, depending on the individuals involved, shall

inform the Complainant and the accused about the outcome of the investigation. If, after an investigation, a student is found to be in violation of the policy, the student shall be disciplined by appropriate measures, which may include suspension and expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include exclusion from school grounds.

Individuals who knowingly file false bullying and/or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.

**NOTE: School districts must include a number of requirements in the district anti-bullying/anti-harassment policy. This regulation builds on the requirements addressed in IASB sample policy 104 by more specifically detailing sample investigation procedures. Districts should ensure that the district's practice is reflective of the policy and regulations that the district's leadership team has established. Please remember that the procedures outlined here should be consistent with the policy.**

**NOTE: Some conduct that falls under a school's anti-bullying/anti-harassment policy also may trigger responsibilities under one or more of the federal and state antidiscrimination laws. By limiting the response to a specific application of its anti-bullying/anti-harassment disciplinary policy and the accompanying procedures, a school may fail to properly consider whether the alleged conduct also results in discriminatory bullying and/or harassment.**

<b>I.C. Iowa Code</b>	<b>Description</b>
Iowa Code § 216.9	<a href="#">Unfair/Discriminatory Practices</a>
Iowa Code § 280.28	<a href="#">Harassment and Bullying Prohibited</a>
Iowa Code § 280.3	<a href="#">Education Program - Attendance Center Requirements</a>
<b>I.A.C. Iowa Administrative Code</b>	<b>Description</b>
281 I.A.C. 12.3	<a href="#">Administration</a>
<b>U.S.C. - United States Code</b>	<b>Description</b>
20 U.S.C. §§ 1221	<a href="#">Education - FERPA - General Provisions</a>
29 U.S.C. §§ 794	<a href="#">Labor - Vocation Rehab Rights</a>
42 U.S.C. § 12101	<a href="#">Public Health - Equal Opportunity - Disabilities</a>
42 U.S.C. § 2000d	<a href="#">Public Health - Civil Rights - Federally Programs</a>
<b>U.S. Supreme Court</b>	<b>Description</b>

551 U.S. 393

[Morse v Frederick \(2007\)](#)

**Case Law**

Morse v. Frederick

**Description**

551 U.S. 393 (2007)

**Cross References**

<b>Code</b>	<b>Description</b>
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
401.01	Equal Employment Opportunity
401.13	Staff Technology Use/Social Networking
401.13	Staff Technology Use/Social Networking
402.03	Abuse of Students by School District Employees
404	Employee Conduct and Appearance
404	Employee Conduct and Appearance
404	Employee Conduct and Appearance
604.11	Appropriate Use of Online Learning Platforms
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use

**Policy 213: Public Participation in Board Meetings**

**Status:** DRAFT

**Original Adopted Date:** 03/08/2022 | **Last Reviewed Date:** 03/08/2022

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board will set aside a specific time for public comment.

**Public Comment During Board Meetings**

Citizens wishing to address the board during public comment must notify the board secretary prior to the board meeting. The board president will recognize these individuals to make their comments at the appropriate time during public comment. Citizens wishing to present petitions to the board may also do so at this time. The board however, will only receive the petitions and not act upon them or their contents.

The board has the discretion to limit the amount of time set aside for public participation. Normally, speakers will be limited to \_\_\_\_\_ minutes with a total allotted time for public participation of \_\_\_\_\_ minutes. However, the board president may modify this time limit, if deemed appropriate or necessary. Public comment is a time set aside for community input, but the board will not discuss or take any action on any matter during public comment.

Public comment shall be limited to regular board meetings and will not be routinely held during special board meetings.

**Petitions to Place a Topic on the Agenda**

Individuals who wish for an item to be placed on the board agenda may submit a valid petition to the board. For a petition to be valid, it must be signed by at least 500 eligible electors of the district, or ten percent of the individuals who voted in the last school election, whichever number is lower.

Upon receiving a valid petition to the board to place a proposal on the next board agenda for public hearing, the board will place the proposal identified in the petition on the agenda of the next regular meeting, or a special meeting held within 30 days of receipt of the petition. The board will provide a sign-up sheet for all individuals who wish to speak on the proposal, and individuals will be called to speak in order of sign-up. The sign-up sheet will require each individual to list their legal name and mailing address. Each speaker will be limited to an amount of time established by the board president that is reasonable and necessary based on the number of speakers signed up. The same time limit will apply to all speakers on the proposal. Each individual will be limited to one opportunity to speak. The board maintains absolute discretion on whether or not to discuss or act on the public comments made on the proposal. If a petition is related to curriculum, the district maintains discretion to determine whether to stop teaching that curriculum until the board holds the public hearing to discuss the curriculum.

The board has a significant interest in maintaining the decorum of its meetings, and it is expected that members of the public and the board will address each other with civility. The orderly process of the board meeting will not be interfered with or disrupted by public comment. Only individuals



recognized by the board president will be allowed to speak. Comments by others are out of order. If disruptive, the individual causing disruption may be asked to leave the board meeting. Defamatory comments may be subject to legal action.

**NOTE: This policy must be displayed on the district's website to comply with the district's legal requirements on transparency.**

**NOTE: Boards need to make the determination how best, to involve the public in their board meetings. Boards that follow other practices for allowing the public to participate in board meetings should amend this policy to reflect their practice.**

Legal Reference: Iowa Code §§ 21; 22; 279.8, 279.8B

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#### **I.C. Iowa Code**

Iowa Code § 21

#### **Description**

[Open Meetings](#)

Iowa Code § 22

[Open Records](#)

Iowa Code § 279.8

[Directors - General Rules - Bonds of Employees](#)

Iowa Code § 279.8B

[Directors - Powers and Duties - Petition - Public Comment](#)

#### **Cross References**

#### **Code**

205

#### **Description**

Board Member Liability

210.08

Board Meeting Agenda

210.08

Board Meeting Agenda

210.08

Board Meeting Agenda

213.01

Public Complaints

214

Public Hearings

401.04

Employee Complaints

502.04

Student Complaints and Grievances

605.03

Objection to Instructional and Library Materials

605.03

Objection to Instructional and Library Materials

605.03	Objection to Instructional and Library Materials
605.03	Objection to Instructional and Library Materials
605.03	Objection to Instructional and Library Materials
605.03	Objection to Instructional and Library Materials
605.03	Objection to Instructional and Library Materials

**Policy 402.02: Child Abuse Reporting**

**Status:** DRAFT

**Original Adopted Date:** 03/09/2022 | **Last Revised Date:** 09/27/2022 | **Last Reviewed Date:** 09/27/2022

In compliance with state law and to provide protection to victims of child abuse, the board believes incidents of alleged child abuse should be reported to the proper authorities. All licensed school employees, teachers, coaches and paraeducators and all school employees 18 years of age or older are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter shall make an oral report of the suspected child abuse to the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse and dependent adult abuse, or submit evidence they've taken the course within the previous three years. Once the training course has been taken, the certificate will remain valid for three years. Employees who have taken the two-hour training course will take the one-hour follow-up training course every three years and prior to the expiration of their certificate.

**NOTE: All mandatory reporter training certificates issued prior to July 1, 2019 remain effective for five years. Once this certificate expires, subsequent training certificates will be valid for three years.**

**NOTE: For more information, please visit the "Report Abuse and Fraud" section of the Iowa Department of Human Services' website, located at <http://dhs.iowa.gov/report-abuse-and-fraud>.**

**NOTE: Please remember there are two types of reporters identified in Iowa law: mandatory reporters and permissive reporters. Mandatory reporters are those individuals who are required by law to report suspected incidents of child abuse when they become aware of such incidents within the scope of their employment or professional responsibilities. Permissive reporters are not required by law to report abuse, but may choose to report to the Iowa Department of Human Services. While all licensed school employees, teachers, coaches and paraeducators and all school employees 18 years of age or older are mandatory reporters within the scope of their profession, they are considered permissive reporters outside the scope of their profession.**

Legal Reference: Iowa Code §§ 232.67-.77; 232A; 235A; 280.17.  
441 I.A.C. 9.2; 155; 175.

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**I.C. Iowa Code**

Iowa Code § 232

**Description**

[Juvenile Justice](#)

Iowa Code § 232A

[Juvenile Justice Restitution](#)

Iowa Code § 235A

[Child Abuse](#)

Iowa Code § 280.17

[Uniform School Requirements - Child abuse reporting](#)

**I.A.C. Iowa Administrative Code**

441 I.A.C. 155

**Description**

[Human Services - Child Abuse Prevention](#)

441 I.A.C. 175

[Human Services - Abuse of Children](#)

441.I.A.C. 9.2

[Human Services - Statement of Policy](#)

**Cross References****Code**

401.06

**Description**

Limitations to Employment References

402.03

Abuse of Students by School District Employees

502.09

Interviews of Students by Outside Agencies

507.01

Student Health and Immunization Certificates

**Policy 402.05: Required Professional Development for Employees**

**Status:** DRAFT

Original Adopted Date: 06/07/2023 | Last Reviewed Date: 06/07/2023

Appropriate training and professional development of all employees is crucial to the success of all students. The district will provide professional development opportunities appropriate to the duties of school employees.

For all professional development programs the district requires employees to take, the district will provide to the employee notice indicating the section of the law, or rules adopted by the state board of education or board of educational examiners that the district determines requires the employee to participate in the professional development program.

**NOTE:** This requirement exists regardless of the employee's status as a licensed or classified employee. With the change in law stating that all school employees are now mandatory reporters, this policy language will apply to all employees for at least some training.

Legal Reference:

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**Cross References**

<b>Code</b>	<b>Description</b>
302.06	Superintendent Professional Development
303.07	Administrator Professional Development
408.01	Licensed Employee Professional Development

**Policy 408.01: Licensed Employee Professional Development**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Revised Date:** 09/27/2022 | **Last Reviewed Date:** 09/27/2022

The board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board will maintain and support an in-service program for licensed employees. Professional development activities will include activities that promote and/or teach about compliance with applicable Iowa laws.

For all professional development programs the district requires employees to take, the district will provide to the employee notice indicating the section of the law, or rules adopted by the state board of education or board of educational examiners that the district determines requires the employee to participate in the professional development program.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, are made to the superintendent. Approval by the superintendent must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

The superintendent will have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent. Requests that involve unusual expenses or overnight travel must also be approved by the board.

**NOTE: This is a mandatory policy.**

**NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).**

Legal Reference: Iowa Code § 279.8; .74  
281 I.A.C. 12.7; 83.6

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**I.C. Iowa Code**

Iowa Code § 279.8

Iowa Code 279.74

**Description**[Directors - General Rules - Bonds of Employees](#)[Powers and Duties - Specific Defined Concepts](#)**I.A.C. Iowa Administrative Code**

281 I.A.C. 12.7

281 I.A.C. 83.6

**Description**[Professional Development](#)[General Accreditation Standards - Teacher Professional Development](#)**Cross References****Code**

414

**Description**

Classified Employee Professional Purposes Leave

**Policy 503.07: Student Disclosure of Identity**

**Status:** DRAFT

**Original Adopted Date:** Pending

It is the goal of the district to provide a safe and supportive educational environment in which all students may learn. As part of creating that safe educational environment, no employee of the district will provide false or misleading information to the parent/guardian of a student regarding that student's gender identity or intention to transition to a gender that is different from their birth certificate or certificate issued upon adoption.

If a student makes a request to a licensed employee to accommodate a gender identity, name, or pronoun that is different than what was assigned to the student in the student's registration forms or records, the licensed employee is required by Iowa law to report the request to an administrator. The school administrator receiving the report is required by Iowa law to report the request to the student's parent/guardian. This requirement also applies to all nicknames.

To maintain compliance with Iowa law and also provide efficiency in the reporting requirements listed above, the Superintendent will provide the opportunity for parents and guardians to list in the student's registration paperwork any and all nicknames used for students.

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REPORT OF STUDENT DISCLOSURE OF IDENTITY

Dear (Parent/Guardian) \_\_\_\_\_,

This letter is to inform you that your student (student's name listed on registration) \_\_\_\_\_ has made a request of a licensed employee to (check all that apply):

\_\_\_\_\_ make an accommodation that is intended to affirm the student's gender identity as follows:

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\_\_\_\_\_ use a name, pronoun or gender identity that is different from the name, pronoun and/or gender identity listed on the student's school registration forms. The name, pronoun, or gender identity requested is \_\_\_\_\_.

If you would like to amend the student's registration paperwork to permit the student's requested accommodation and/or include the use of the above-referenced name/pronoun/gender identity, please complete the attached form and return it to the district administration office.

Sincerely,

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

REQUEST TO UPDATE STUDENT IDENTITY

\_\_\_\_\_  
(Student's current name on registration)

\_\_\_\_\_  
(Student ID)

Please update my student's names, pronouns, and/or gender identities on my student's registration paperwork to include all of the following:

\_\_\_\_\_  
(Names)

\_\_\_\_\_  
(Pronouns)

\_\_\_\_\_  
(Gender identities)

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

Approved \_\_\_\_\_

Reviewed \_\_\_\_\_

Revised \_\_\_\_\_

**Policy 505.04: Testing Program**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Reviewed Date:** 03/10/2022

A comprehensive testing program is established and maintained to evaluate the education program of the school district and to assist in providing guidance or counseling services to students and their families.

No student is required, as part of any applicable program, funded by the United State Department of Education, to submit to a survey, analysis or evaluation that reveals information concerning:

- political affiliations or beliefs of the student or student's parent or guardian;
- mental or psychological problems of the student or the student's family;
- sex behavior or attitudes;
- illegal, anti-social, self-incriminating or demeaning behavior;
- critical appraisals of other individuals with whom respondents have close family relationships;
- legally recognized, privileged and analogous relationships, such as those of lawyers, physicians and ministers;
- religious practices, affiliations or beliefs of the student or student's parent or guardian; or
- income,(other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program);

without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent.

Prior to an employee or contractor of the district providing information on a student enrolled in the district on any survey related to the social or emotional abilities, competencies or characteristics of the student; the district will provide the parent/guardian of the student detailed information related to the survey and obtain written consent of the parent/guardian of the student. This includes the person who created the survey, the person who sponsors the survey, how the information generated by the survey is used and how information generated by the survey is stored. This requirement will not prohibit a district employee from answering questions related to a student enrolled in the district as part of developing or implementing an individualized education program for the student.

It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

It is the responsibility of the board to review and approve the evaluation and testing program.

Legal Reference: 20 U.S.C. § 1232h  
Iowa Code §§ 280.3

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**I.C. Iowa Code**

Iowa Code § 280.3

**Description**[Education Program - Attendance Center Requirements](#)**U.S.C. - United States Code**

20 U.S.C. § 1232h

**Description**[Education - Protection of Pupil Rights](#)**Cross References****Code**

607.02

**Description**

Student Health Services

607.02

Student Health Services

**Policy 505.05: Graduation Requirements**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Revised Date:** 06/23/2022 | **Last Reviewed Date:** 06/23/2023

Students must successfully complete the courses required by the board and Iowa Department of Education in order to graduate.

It is the responsibility of the superintendent to ensure that students complete grades one through twelve and that high school students complete \_\_\_ credits prior to graduation. The following credits will be required for graduation:

English/Language Arts	___ credits
Science	___ credits
Mathematics	___ credits
Social Studies	___ credits
Physical Education	___ credits
United States Government	___ credits
American History	___ credits
Financial Literacy	___ credits

The required courses of study will be reviewed by the board annually.

Prior to graduation, the district will advise students on how to successfully complete the free application for federal student aid.

Graduation requirements for special education students include successful completion of four years of English, three years of math, three years of social studies and three years of science.

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

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

**NOTE: This is a mandatory policy.**

Legal Reference: Iowa Code §§ 256.7, 11, .41; 279.8; 279.61; 280.3, .14.  
281 I.A.C. 12.3(5); 12.5

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**I.C. Iowa Code**

Iowa Code § 256.11

**Description**

[DE - Educational Standards](#)

Iowa Code § 256.41

[DE - Online Learning Requirements](#)

Iowa Code § 256.7

[DE - Duties of State Board](#)

Iowa Code § 279.8

[Directors - General Rules - Bonds of Employees](#)

Iowa Code § 280.14

[Uniform School Requirements - Administrators](#)

Iowa Code § 280.3

[Education Program - Attendance Center Requirements](#)

Iowa Code §279.61

[Individual Career and Academic Plan](#)

**I.A.C. Iowa Administrative Code**

281 I.A.C. 12.3

**Description**

[Administration](#)

281 I.A.C. 12.5

[General Accreditation Standards - Education Program](#)

**Cross References****Code**

603.03

**Description**

Special Education

**Policy 507.02: Administration of Medication to Students**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Revised Date:** 06/23/2022 | **Last Reviewed Date:** 06/23/2022

The board is committed to the inclusion of all students in the education program and recognizes that some students may need prescription and nonprescription medication to participate in their educational program.

Medication shall be administered when the student's parent or guardian (hereafter "parent") provides a signed and dated written statement requesting medication administration and the medication is in the original, labeled container, either as dispensed or in the manufacturer's container. Administration of medication may also occur consistent with board policy 804.05 – Stock Prescription Medication Supply.

When administration of the medication requires ongoing professional health judgment, an individual health plan shall be developed ~~by an authorized practitioner~~ licensed health personnel working under the auspice of the school with collaboration from the parent or guardian, individual's health care provider or education team pursuant to 281.14.2(256) ~~with the student and the student's parent~~. Students who have demonstrated competence in administering their own medications may self-administer their medication. A written statement by the student's parent shall be on file requesting co-administration of medication, when competence has been demonstrated. By law, students with asthma, airway constricting diseases, respiratory distress or students at risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written approval of the student's parents and prescribing licensed health care professional regardless of competency.

Persons administering medication shall include authorized practitioners, such as licensed registered nurses and physician, and persons to whom authorized practitioners have delegated the administration of medication (who have successfully completed a medication administration course conducted by a registered nurse or pharmacist that is provided by the department of education). ~~A~~ The medication administration course ~~and periodic update shall be conducted by a registered nurse or licensed pharmacist, and a~~ is completed every five years with an annual procedural skills check completed with a registered nurse or a pharmacist. A record of course completion shall be maintained by the school.

A written medication administration record shall be on file including:

- date;
- student's name;
- prescriber or person authorizing administration;
- medication;
- medication dosage;
- administration time;
- administration method;
- signature and title of the person administering medication; and
- any unusual circumstances, actions, or omissions.

Medication shall be stored in a secured area unless an alternate provision is documented. The development of Emergency protocols for medication-related reactions is required shall be posted. Medication information shall be confidential information as provided by law

Disposal of unused, discontinued/recalled, or expired abandoned medication shall be in compliance with federal and state law. Prior to disposal school personnel shall make a reasonable attempt to return medication by providing written notification that expired, discontinued, or unused medications needs to be picked up. If medication is not picked up by the date specified, disposal shall be in accordance with the disposal procedures for the specific category of medication.

~~Note: This is a mandatory policy. This law reflects the Iowa Department of Education's special education administrative rule regarding administration of medication. Since there are no rules addressing students not receiving special education services, IASB has written the sample policies and regulations to address all students.~~

**NOTE: This is a mandatory policy.**

**NOTE: Iowa law requires school districts to allow students with asthma, airway constricting disease, or respiratory distress to carry and self-administer their medication as long as the parents and prescribing physician report and approve in writing. Students do not have to prove competency to the school district. The consent form, see 507.2E1, is all that is required. School districts that determine students are abusing their self-administration may either withdraw the self-administration if medically advisable or discipline the student, or both.**

**NOTE: School districts may stock over-the-counter, nonprescription medications that are not for life-threatening incidents. The policy for medication administration covers prescription and nonprescription medication.**

**NOTE: Disposal procedures reflect the Iowa Department of Education School Hazardous Waste and Medication Management Guidance, issued 2021-2022:  
[https://www.iowadnr.gov/Portals/idnr/uploads/waste/swfact\\_schoolhazardouswastemedicationmanagement.pdf](https://www.iowadnr.gov/Portals/idnr/uploads/waste/swfact_schoolhazardouswastemedicationmanagement.pdf) Medication Waste Guidance, issued in May 2015.**

Legal Reference: Disposing on Behalf of Ultimate Users, 79 Fed. Reg. 53520, 53546 (Sept. 9, 2014).  
Iowa Code §§124.101(1); 147.107; 152.1; 155A.4(2); 280.16; 280.23.  
655 IAC §6.2(152).  
281 IAC §14.1, 2

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**I.C. Iowa Code**

Iowa Code § 124

Iowa Code § 147.107

Iowa Code § 152

Iowa Code § 155A.4

Iowa Code § 280.16

Iowa Code § 280.23

**I.A.C. Iowa Administrative Code**

281 I.A.C. 14

281. I.A.C 14.1

655 I.A.C 6

**Description**[Controlled Substances](#)[Drug Dispensing/Supplying](#)[Nursing](#)[Dispensing/Distributing Prescription Drugs - Exceptions](#)[Asthma - epi-pens](#)[Student Health Services](#)**Description**[Special Health Services](#)[Medication Administration](#)[Nursing](#)**Cross References****Code**

603.03

607.02

607.02

804.05

804.05

**Description**

Special Education

Student Health Services

Student Health Services

Stock Prescription Medication Supply

Stock Prescription Medication Supply

AUTHORIZATION- ASTHMA, AIRWAY CONSTRICTING, OR RESPIRATORY DISTRESS MEDICATION  
SELF-ADMINISTRATION CONSENT FORM

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Student's Name (Last), (First) (Middle)      Birthday      School      Date

In accordance with applicable laws, students with asthma, airway constricting diseases, respiratory distress or students at risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written approval of the student's parents and prescribing licensed health care professional regardless of competency. The following must occur for a student to self-administer asthma medication, bronchodilator canisters or spacers, ~~or~~ other airway constricting disease medication or ~~for a student with a risk of anaphylaxis~~ to self-administer an epinephrine auto-injector:

- Parent/guardian provides signed, dated authorization for student medication self-administration.
- Parent/guardian provides a written statement from the student's licensed health care professional (A person licensed under chapter 148 to practice medicine and surgery or osteopathic medicine and surgery, an advanced registered nurse practitioner licensed under chapter 152 or 152E and registered with the board of nursing, or a physician assistant licensed to practice under the supervision of a physician as authorized in chapters 147 and 148C) containing the following:
  - Name and purpose of the medication,
  - Prescribed dosage, and
  - Times or special circumstances under which the prescribed medication ~~or epinephrine auto-injector~~ is to be administered.
- The medication is in the original, labeled container as dispensed or the manufacturer's labeled container containing the student name, name of the medication, directions for use, and date.
- Authorization shall be renewed annually. In addition, if any changes occur in the medication, dosage or time of administration, the parent is to notify school officials immediately. The authorization shall be reviewed as soon as practical.

Provided the above requirements are fulfilled, the school shall permit the self-administration of the prescribed medication by a student ~~with asthma, respiratory distress, or other airway constricting disease or the use of an epinephrine auto-injector by a student with a risk of anaphylaxis~~ while in school, at school-sponsored activities, under the supervision of school personnel, and before or after normal school activities, such as while in before-school or after-school care on school-operated property. If the student abuses the self-administration policy, the ability to self-administer may be withdrawn by the school or discipline may be imposed, after notification is provided to the student's parent.

Pursuant to state law, the school district or and its employees are to incur no liability, except for gross negligence, as a result of any injury arising from self-administration of medication or use of an epinephrine auto-injector by the student. The parent or guardian of the student shall sign a statement acknowledging that the school district is to incur no liability, except for gross negligence, as a result of self-administration of medication or an epinephrine auto-injector by the student as provided by law.

AUTHORIZATION-ASTHMA, AIRWAY CONSTRICTING, OR RESPIRATORY DISTRESS  
MEDICATIONSELF-ADMINISTRATION CONSENT FORM

\_\_\_\_\_  
Medication                      Dosage                      Route                      Time

\_\_\_\_\_  
Purpose of Medication & Administration /Instructions

\_\_\_\_\_  
Special Circumstances                      / / /  
Discontinue/Re-Evaluate/  
Follow-up Date

\_\_\_\_\_  
Prescriber's Signature                      / /  
Date

\_\_\_\_\_  
Prescriber's Address                      Emergency Phone

- I request the above-named student possess and self-administer asthma medication, bronchodilators canisters or spacers, or other airway constricting disease medication(s) and/or an epinephrine auto-injector at school and in school activities according to the authorization and instructions.
- I understand the school district and its employees acting reasonably and in good faith shall incur no liability for any improper use of medication or an epinephrine auto-injector or for supervising, monitoring, or interfering with a student's self-administration of medication or use of an epinephrine auto-injector. I acknowledge that the school district is to incur no liability, except for gross negligence, as a result of self-administration of medication or use of an epinephrine auto-injector by the student.
- I agree to coordinate and work with school personnel and notify them when questions arise or relevant conditions change.
- I agree to provide safe delivery of medication and equipment to and from school and to pick up remaining medication and equipment.
- I agree the information is shared with school personnel in accordance with the Family Educational Rights and Privacy Act (FERPA) and any other applicable laws.
- I agree to provide the school with back-up medication approved in this form.
- *(Student maintains self-administration record.) (Note: This bullet is recommended but not required.)*

\_\_\_\_\_  
Parent/Guardian Signature                      / / /  
(agreed to above statement)                      Date

\_\_\_\_\_  
Parent/Guardian Address                      Home Phone

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Self-Administration Authorization Additional Information

PARENTAL AUTHORIZATION AND RELEASE FORM FOR THE ADMINISTRATION  
OF MEDICATION OR SPECIAL HEALTH SERVICES TO STUDENTS

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Student's Name (Last), (First), (Middle)      Birthday      School      Date

School medications and special health services are administered following these guidelines:

- Parent has provided a signed, dated authorization to administer prescription medication and/or provide ~~the special~~ health services listed. Electronic signatures meet the requirement of written signatures.
- The prescribed medication is in the original, labeled container as dispensed ~~or the manufacturer's labeled container.~~
- The prescription medication label contains the student's name, name of the medication, ~~directions for use~~ the medication dosage, time(s) to administer, route to administer, and date.
- Authorization is renewed annually and as soon as practical when the parent notifies the school that changes are necessary.

<u>Prescribed Medication/Health Care</u>	Dosage	Route	Time at School
------------------------------------------	--------	-------	----------------

Special Health Services and instructions, in indicated:

Administration instructions

Special Directives, Signs to Observe and Side Effects

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Discontinue/Re-Evaluate/Follow-up Date for Prescribed Medication or Special Health Services listed

Prescriber's Signature	Date
<u>And credentials (when indicated for health service delivery)</u>	

<u>Prescriber's Address</u>	<u>Emergency Phone</u>
<u>Date</u>	<u>Parent/Guardian Signature</u>

<u>Parent/Guardian address</u>	<u>Home phone</u>
--------------------------------	-------------------

~~I request the above named student carry medication at school and school activities, according to the prescription, or other medication administration instructions, and a written record kept. Special considerations are noted above. The information is confidential except as provided by the Family Educational Rights and Privacy Act (FERPA) and any other applicable law. I agree to coordinate and work with school personnel and prescriber (if any) when questions arise. I agree to provide safe delivery of medication and equipment to and from school and~~

~~to pick up remaining medication and equipment. Procedures for medication disposal shall be in accordance with federal and state law.~~

Code No. 507.2E2  
Page 2 of 2

~~PARENTAL AUTHORIZATION AND RELEASE FORM FOR THE ADMINISTRATION  
OF MEDICATION TO STUDENTS~~

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Parent's Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Parent's Address \_\_\_\_\_ Home Phone

\_\_\_\_\_  
Additional Information \_\_\_\_\_ Business Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Authorization Form

PARENTAL AUTHORIZATION AND RELEASE FORM FOR INDEPENDENT SELF CARRY AND  
ADMINISTRATION OF PRESCRIBED MEDICATION OF INDEPENDENT DELIVERY OF HEALTH  
SERVICES BY THE STUDENT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Student's Name (Last), (First), (Middle)      Birthday      School      Date

I request the above-named student (Parent/Guardian initial all that apply)

\_\_\_\_\_ Carry and complete co-administration of prescribed medication, when competency has been demonstrated to licensed health personnel working under the auspices of the school. In accordance with applicable laws, students with asthma, airway constricting diseases, respiratory distress or students at risk of anaphylaxis who use epinephrine auto-injectors may self-administer their medication upon the written approval of the student's parents and prescribing licensed health care professional regardless of competency. The information provided by the parent for medication administration is confidential as provided by the Family Education Rights and Privacy Act (FERPA) and any other applicable laws. I agree to provide safe delivery of the medication to and from school and to pick up remaining medication at the end of the school year or when medication id expired. If the students abuses the self-administration policy, the ability to self-administer may be withdrawn by the school or discipline may be imposed, after notification is provided to the student's parent.

Prescribed Medication	Dosage	Route	Time at School
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\_\_\_\_\_ Co-administer, participate in planning, management and implementation of special health services at school and school activities after demonstration of proficiency to licensed health personnel working under the auspices of the school. The information provided by the parent for health service delivery is confidential as provide by the Family Education Rights and Privacy Act (FERPA) and any other applicable laws. I agree to coordinate and work with school personnel and the prescriber (if indicated) when questions arise. I agree to provide safe delivery of the student's equipment necessary for health service delivery to and from school and to pick up remaining equipment at the end of the school year.

Special Health Services Delivery:

\_\_\_\_\_

\_\_\_\_\_

Procedures for abandoned medication disposal shall be in accordance with applicable laws.

\_\_\_\_\_  
Prescriber's Signature      \_\_\_\_\_  
and credentials (when indicated for health service delivery)      Date

\_\_\_\_\_  
Parent/Guardian Signature      Date

\_\_\_\_\_  
Parent/Guardian address

\_\_\_\_\_  
Home phone

PARENTAL AUTHORIZATION AND RELEASE FORM FOR THE ADMINISTRATION  
OF VOLUNTARY SCHOOL STOCK OF OVER-THE-COUNTER MEDICATION TO  
STUDENTS

\_\_\_\_\_ /\_\_\_\_/\_\_\_\_      \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
Student's Name (Last), (First), (Middle)      Birthday      School      Date

The district supplies the following nonprescription, over-the-counter medications that are listed below. Generic brands may be substituted, *(select all that apply):*

- *Acetaminophen administered per manufacturer label*
- *Throat Lozenges administered per manufacturer label*
- *Other: \_\_\_\_\_ administered per manufacturer label (Please Specify)*
- *Other: \_\_\_\_\_ administered per manufacturer label (Please Specify)*
- *Other: \_\_\_\_\_ administered per manufacturer label (Please Specify)*
- *Other: \_\_\_\_\_ administered per manufacturer label (Please Specify)*

Voluntary school stock of nonprescription, over-the-counter medications are administered following these guidelines:

- Parent has provided a signed, dated annual authorization to administer of the nonprescription, over-the-counter medication(s) listed according to the manufacturer instructions. Electronic signature meets the requirement of written signature.
- The nonprescription, over-the-counter medication is in the original, labeled container and dispensed per the manufacturing label.
- All other nonprescription, over-the-counter medication not listed will require a written parent authorization and supply for the over-the counter medication.
- Supplements are not nonprescription, over-the-counter medications approved by the Federal Drug Administration and are **NOT** applicable.
- Nonprescription, over-the-counter medications approved by the Federal Drug Administration that require emergency medical service (EMS) notification after administration are **NOT** applicable.
- Persons administering nonprescription, over-the-counter medication include licensed health personnel working under the auspices of the school and individuals, whom licensed health personnel have delegated the administration of medication with valid certification who have successfully completed a medication administration course approved by the department and annual medication administration procedural skills check.
  - Districts stocking the administration of a voluntary stock of nonprescription, over-the-counter medications, collaborate with licensed health personnel to develop and adopt a protocol shared with the parent to define at a minimum:
    - when to contact the parent when a nonprescription medication, over the counter medication is administered;

- documentation of the administration of the nonprescription, over-the-counter medication and parent contact;
- a limit to the administration of a school's stock nonprescription, over-the-counter medications that would require a prescriber signature for further administration of a school's nonprescription, over-the-counter medications for the remaining school year;
- the development of an individual health plan for ongoing medication administration or health service delivery at school.

I request that the above-named student receive the voluntary stock nonprescription, over-the-counter medications supplied by the school in accordance with the district guidelines and protocol.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Address

\_\_\_\_\_  
Home Phone



**Policy 601.01: School Calendar**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Reviewed Date:** 03/10/2022

The school calendar will accommodate the education program of the school district. The school calendar is for a minimum of [180 days or 1080 hours] and includes, but is not limited to, the days for student instruction, staff development, in-service days and teacher conferences. Each year the minimum school calendar may include up to 5 days or 30 hours of instruction delivered primarily over the internet.

The academic school year for students shall begin no sooner than August 23. Employees may be required to report to work at the school district prior to this date.

Special education students may attend school on a school calendar different from that of the regular education program consistent with their Individualized Education Program.

The board, in its discretion, may excuse graduating seniors from up to five days or 30 hours of instruction after the school district requirements for graduation have been met. The board may also excuse graduating seniors from making up days missed due to inclement weather if the student has met the school district's graduation requirements.

It is the responsibility of the superintendent to develop the school calendar for recommendation, approval, and adoption by the board annually.

The board may amend the official school calendar when the board considers the change to be in the best interests of the school district's education program. The board shall hold a public hearing on any proposed school calendar prior to adopting the school calendar.

**NOTE: This is a mandatory policy reflects Iowa law.**

Legal Reference: Iowa Code §§ 20.9; 279.10, 280.3; 299.1 (2).  
281 I.A.C. 12.1(7); 41.106.

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**I.C. Iowa Code**

Iowa Code § 20.9

Iowa Code § 279.10

Iowa Code § 280.3

**Description**

[Collective Bargaining - Scope of Negotiations](#)

[Directors- Powers and Duties - School Year Begin Date](#)

[Education Program - Attendance Center Requirements](#)

Iowa Code § 299.1

[Compulsory Education - Attendance Requirements](#)

**I.A.C. Iowa Administrative Code**  
281 I.A.C. 12.1

**Description**  
[General Standards](#)

### Cross References

<b>Code</b>	<b>Description</b>
214	Public Hearings
409.01	Employee Vacation - Holidays (I, II)
501.03	Compulsory Attendance
601.02	School Day
603.03	Special Education

**Policy 603.05: Health Education**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Reviewed Date:** 03/10/2022

Students in grade levels one through twelve will receive, as part of their health education, instruction about personal health; food and nutrition; environmental health; safety and survival skills; consumer health; family life; human growth and development; substance abuse and non-use, including the effects of alcohol, tobacco, drugs and poisons on the human body; human sexuality; self-esteem; stress management; interpersonal relationships; emotional and social health; health resources; prevention and control of disease; and communicable diseases, including acquired immune deficiency syndrome. The purpose of the health education program is to help each student protect, improve and maintain physical, emotional and social well-being.

The areas stated above are included in health education and the instruction are adapted at each grade level to aid understanding by the students.

Parents who object to health education instruction in human growth and development may file a written request that the student be excused from the instruction. The written request will include a proposed alternate activity or study acceptable to the superintendent. The superintendent will have the final authority to determine the alternate activity or study.

**NOTE: This is a mandatory policy and reflects the educational standards.**

Legal Reference: Iowa Code §§ 256.11; 279.8; 80; 280.3-.14.  
281 I.A.C. 12.5.

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**I.C. Iowa Code**

Iowa Code § 256.11

**Description**

[DE - Educational Standards](#)

Iowa Code § 279.8

[Directors - General Rules - Bonds of Employees](#)

Iowa Code § 280

[Uniform School Requirements](#)

**I.A.C. Iowa Administrative Code**

281 I.A.C. 12.5

**Description**

[General Accreditation Standards - Education Program](#)

REQUEST TO PROHIBIT A STUDENT FROM ACCESSING SPECIFIC INSTRUCTIONAL MATERIALS

Request to prohibit a student from checking out certain instructional materials to be submitted to the superintendent. Please complete one form per student.

REQUEST INITIATED BY \_\_\_\_\_ DATE \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_

Name of affected Student \_\_\_\_\_

Requester's Relationship to Student (must be parent/legal guardian)

BOOK OR OTHER PRINTED MATERIAL TO PROHIBIT STUDENT FROM ACCESSING:

Author \_\_\_\_\_ Hardcover \_\_\_\_\_ Paperback \_\_\_\_\_ Other \_\_\_\_\_

Title \_\_\_\_\_

Publisher (if known) \_\_\_\_\_

Date of Publication \_\_\_\_\_

MULTIMEDIA MATERIAL TO PROHIBIT STUDENT FROM ACCESSING:

Title \_\_\_\_\_

Producer (if known) \_\_\_\_\_

Type of material (filmstrip, motion picture, etc.) \_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

**Policy 605.05: School Library**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Revised Date:** 09/27/2022 | **Last Reviewed Date:** 09/27/2022

The school district will maintain a school library in each building for use by employees and by students during the school day.

Materials for the libraries will be acquired ~~according to~~ consistent with all applicable laws and board policy, "Instructional Materials Selection." The district ~~may~~ shall provide access to all parents and guardians of students enrolled in the district an online catalog of all books available to students in the school libraries. This access will be displayed on the school district's website. Any challenges to library materials will be handled following the process for handling challenges to instructional and library materials as established in board policy.

It is the responsibility of the principal of the building in which the school library is located to oversee the use of materials in the library.

It is the responsibility of the superintendent to develop procedures for the selection and replacement of both library and instructional materials, for the acceptance of gifts, and for the weeding of library and instructional materials.

**NOTE: This is a mandatory policy and reflects the educational standards. ~~The language in italics is optional and is not a legal requirement. However, districts may wish to make this information accessible to parents and guardians to increase transparency for the school community. District who do not currently have online library catalog software may request a waiver from the DE for the requirement to post a list. Waivers may be accepted until July 1, 2025.~~**

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

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**I.C. Iowa Code**

Iowa Code § 256.11

**Description**

[DE - Educational Standards](#)

Iowa Code § 256.7

[DE - Duties of State Board](#)

Iowa Code § 279.8

[Directors - General Rules - Bonds of Employees](#)

Iowa Code § 280.14

[Uniform School Requirements - Administrators](#)

Iowa Code § 301

[Textbooks](#)

Iowa code § 280.6

[Religious Books](#)

Iowa Code §279.50

[Directors Powers & Duties - Human Growth and Development Instruction](#)

**I.A.C. Iowa Administrative Code**

**Description**

281 I.A.C. 12.3

[Administration](#)

**Cross References**

**Code**

**Description**

605.06

Internet - Appropriate Use

605.06

Internet - Appropriate Use

605.06

Internet - Appropriate Use

605.06

Internet - Appropriate Use

**Regulation 605.07-R(1): Use of Information Resources - Regulation**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Reviewed Date:** 03/10/2022

Employees and students may make copies of copyrighted materials that fall within the following guidelines. Where there is reason to believe the material to be copied does not fall within these guidelines, prior permission shall be obtained from the publisher or producer with the assistance of the *[principal, teacher, librarian, teacher-librarian – choose all that apply or add others]*. Employees and students who fail to follow this procedure may be held personally liable for copyright infringement and may be subject to discipline by the board.

Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. Under the fair use doctrine, each of the following four standards must be met in order to use the copyrighted document:

- Purpose and Character of the Use – The use must be for such purposes as teaching or scholarship.
- Nature of the Copyrighted Work – The type of work to be copied.
- Amount and Substantiality of the Portion Used – Copying the whole of a work cannot be considered fair use; copying a small portion may be if these guidelines are followed.
- Effect of the Use Upon the Potential Market for or value of the Copyrighted Work – If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

**Authorized Reproduction and Use of Copyrighted Material Reminders:**

- Materials on the Internet should be used with caution since they may, and likely are, copyrighted.
- Proper attribution (author, title, publisher, place and date of publication) should always be given.
- Notice should be taken of any alterations to copyrighted works, and such alterations should only be made for specific instructional objectives.
- Care should be taken in circumventing any technological protection measures. While materials copied pursuant to fair use may be copied after circumventing technological protections against unauthorized copying, technological protection measures to block access to materials may not be circumvented.

In preparing for instruction, a teacher may make or have made a single copy of:

- A chapter from a book;
- An article from a newspaper or periodical;
- A short story, short essay or short poem; or,
- A chart, graph, diagram, drawing, cartoon or picture from a book, periodical or newspaper.

A teacher may make multiple copies not exceeding more than one per pupil, for classroom use or discussion, if the copying meets the tests of "brevity, spontaneity and cumulative effect" set by the following guidelines. Each copy must include a notice of copyright.

- Brevity
  - A complete poem, if less than 250 words and two pages long, may be copied; excerpts from longer poems cannot exceed 250 words;
  - Complete articles, stories or essays of less than 2500 words or excerpts from prose works less than 1000 words or 10% of the work, whichever is less may be copied; in any event, the minimum is 500 words;
  - Each numerical limit may be expanded to permit the completion of an unfinished line of a poem or prose paragraph;
  - One chart, graph, diagram, drawing, cartoon or picture per book or periodical issue may be copied. "Special" works cannot be reproduced in full; this includes children's books combining poetry, prose or poetic prose. Short special works may be copied up to two published pages containing not more than 10 percent of the work.
- Spontaneity – Should be at the "instance and inspiration" of the individual teacher when there is not a reasonable length of time to request and receive permission to copy.
- Cumulative Effect – Teachers are limited to using copied material for only one course for which copies are made. No more than one short poem, article, story or two excerpts from the same author may be copied, and no more than three works can be copied from a collective work or periodical column during one class term. Teachers are limited to nine instances of multiple copying for one course during one class term. Limitations do not apply to current news periodicals, newspapers and current news sections of other periodicals.

### Copying Limitations

Circumstances will arise when employees are uncertain whether or not copying is prohibited. In those circumstances, the, *[principal, teacher librarian or teacher-librarian – choose all that apply or add others]* should be contacted. The following prohibitions have been expressly stated in federal guidelines:

- Reproduction of copyrighted material shall not be used to create or substitute for anthologies, compilations or collective works.
- Unless expressly permitted by agreement with the publisher and authorized by school district action, there shall be no copying from copyrighted consumable materials such as workbooks, exercises, test booklets, answer sheets and the like.
- Employees shall not:
  - Use copies to substitute for the purchase of books, periodicals, music recordings, consumable works such as workbooks, computer software or other copyrighted material. Copy or use the same item from term to term without the copyright owner's permission;
  - Copy or use more than nine instances of multiple copying of protected material in any one term;
  - Copy or use more than one short work or two excerpts from works of the same author in any one term;
  - Copy or use protected material without including a notice of copyright. The following is a satisfactory notice: NOTICE: THIS MATERIAL MAY BE PROTECTED BY COPYRIGHT LAW.
  - Reproduce or use copyrighted material at the direction of someone in higher authority or copy or use such material in emulation of some other teacher's use of copyrighted material without permission of the copyright owner.
  - Require other employees or students to violate the copyright law or fair use guidelines.

### Authorized Reproduction and Use of Copyrighted Materials in the Library

A library may make a single copy or three digital copies of:



- An unpublished work in its collection;
- A published work in order to replace it because it is damaged, deteriorated, lost or stolen, provided that an unused replacement cannot be obtained at a fair price.
- A work that is being considered for acquisition, although use is strictly limited to that decision. Technological protection measures may be circumvented for purposes of copying materials in order to make an acquisition decision.

A library may provide a single copy of copyrighted material to a student or employee at no more than the actual cost of photocopying. The copy must be limited to one article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstance, the entire work may be copied. In any case, the copy shall contain the notice of copyright and the student or staff member shall be notified that the copy is to be used only for private study, scholarship or research. Any other use may subject the person to liability for copyright infringement.

### **Authorized Reproduction and Use of Copyrighted Music or Dramatic Works**

Teachers may:

- Make a single copy of a song, movement, or short section from a printed musical or dramatic work that is unavailable except in a larger work for purposes of preparing for instruction;
- Make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance, provided that the excerpt does not comprise a part of the whole musical work which would constitute a performable unit such as a complete section, movement, or song;
- In an emergency, a teacher may make and use replacement copies of printed music for an imminent musical performance when the purchased copies have been lost, destroyed or are otherwise not available.
- Make and retain a single recording of student performances of copyrighted material when it is made for purposes of evaluation or rehearsal;
- Make and retain a single copy of excerpts from recordings of copyrighted musical works for use as aural exercises or examination questions; and,
- Edit or simplify purchased copies of music or plays provided that the fundamental character of the work is not distorted. Lyrics shall not be altered or added if none exist.

Performance by teachers or students of copyrighted musical or dramatic works is permitted without the authorization of the copyright owner as part of a teaching activity in a classroom or instructional setting. The purpose shall be instructional rather than for entertainment.

Performances of nondramatic musical works that are copyrighted are permitted without the authorization of the copyright owner, provided that:

- The performance is not for a commercial purpose;
- None of the performers, promoters or organizers are compensated; and,
- Admission fees are used for educational or charitable purposes only.

All other musical and dramatic performances require permission from the copyright owner. Parents or others wishing to record a performance should check with the sponsor to ensure compliance with copyright.

### **Recording of Copyrighted Programs**

Television programs, excluding news programs, transmitted by commercial and non-commercial

television stations for reception by the general public without charge may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by a school for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of this retention period, all off-air recordings must be erased or destroyed immediately. Certain programming such as that provided on public television may be exempt from this provision; check with the [principal, teacher or teacher librarian - choose all that apply or add others] or the subscription database, e.g. unitedstreaming.

Off-air recording may be used once by individual teachers in the course of instructional activities, and repeated once only when reinforcement is necessary, within a building, during the first 10 consecutive school days, excluding scheduled interruptions, in the 45 calendar day retention period. Off-air recordings may be made only at the request of and used by individual teachers, and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy shall be subject to all provisions governing the original recording.

After the first ten consecutive school days, off-air recordings may be used up to the end of the 45 calendar day retention period only for evaluation purposes, i.e., to determine whether or not to include the broadcast program in the teaching curriculum. Permission must be secured from the publisher before the recording can be used for instructional purposes after the 10 day period.

Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

### **Authorized Reproduction and Use of Copyrighted Computer Software**

Schools have a valid need for high-quality software at reasonable prices. To assure a fair return to the authors of software programs, the school district shall support the legal and ethical issues involved in copyright laws and any usage agreements that are incorporated into the acquisition of software programs. To this end, the following guidelines shall be in effect:

- All copyright laws and publisher license agreements between the vendor and the school district shall be observed;
- Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment;
- A back-up copy shall be purchased, for use as a replacement when a program is lost or damaged. If the vendor is not able to supply a replacement, the school district shall make a back-up copy that will be used for replacement purposes only;
- A copy of the software license agreement shall be retained by the [board secretary, technology director, librarian, or teacher-librarian - choose all that apply or add others]; and,
- A computer program may be adapted by adding to the content or changing the language. The adapted program may not be distributed.

### **Fair Use Guidelines for Educational Multimedia**

Students may incorporate portions of copyrighted materials in producing educational multimedia projects such as videos, PowerPoints, podcasts and web sites for a specific course, and may perform, display or retain the projects.

Educators may perform or display their own multimedia projects to students in support of curriculum-based instructional activities. These projects may be used:

- In face-to-face instruction;
- In demonstrations and presentations, including conferences;
- In assignments to students;
- For remote instruction if distribution of the signal is limited;
- Over a network that cannot prevent duplication for fifteen days, after fifteen days a copy may be saved on-site only; or,
- In their personal portfolios.

Educators may use copyrighted materials in a multimedia project for two years, after that permission must be requested and received.

The following limitations restrict the portion of any given work that may be used pursuant of fair use in an educational multimedia project:

- Motion media: ten percent or three minutes, whichever is less;
- Text materials: ten percent or 1,000 words, whichever is less;
- Poetry: an entire poem of fewer than 250 words, but no more than three poems from one author or five poems from an anthology. For poems of greater than 250 words, excerpts of up to 250 words may be used, but no more than three excerpts from one poet or five excerpts from an anthology;
- Music, lyrics and music video: Up to ten percent, but no more than thirty seconds. No alterations that change the basic melody or fundamental character of the work;
- Illustrations, cartoons and photographs: No more than five images by an artist, and no more than ten percent or fifteen images whichever is less from a collective work;
- Numerical data sets: Up to ten percent or 2,500 field or cell entries, whichever is less;

Fair use does not include posting a student or teacher's work on the Internet if it includes portions of copyrighted materials. Permission to copy shall be obtained from the original copyright holder(s) before such projects are placed online. The opening screen of such presentations shall include notice that permission was granted and materials are restricted from further use.

*Notices - Before including this section, make sure employees are ready to comply with it and notices are posted.*

*The [superintendent, principal, teacher, librarian, teacher-librarian, choose all that apply or add others] is responsible for ensuring that appropriate warning devices are posted. The warnings are to educate and warn individuals using school district equipment of the copyright law. Warning notices must be posted:*

- *On or near copiers;*
- *On forms used to request copying services;*
- *On video recorders;*
- *On computers; and,*
- *At the library and other places where interlibrary loan orders for copies of materials are accepted.*

**U.S.C. - United States Code**  
17 U.S.C. § 101 et al

**Description**  
[Copyrights](#)

### Cross References

<b>Code</b>	<b>Description</b>
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use

**Policy 607.02: Student Health Services**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Revised Date:** 06/23/2022 | **Last Reviewed Date:** 06/23/2022

Health services are an integral part of comprehensive school improvement, assisting all students to increase learning, achievement, and performance. Health services coordinate and support existing programs to assist each student in achievement of an optimal state of physical, mental and social well being. Student health services ensure continuity and create linkages between school, home, and community service providers. The school district's comprehensive school improvement plan, needs, and resources determine the linkages.

Except in emergent care situations or child abuse assessments, the district will not administer invasive physical examinations or health screenings of a student that are not required by state or federal law without first obtaining the written consent of the student's parent or guardian.

- Emergent care situation means a sudden or unforeseen occurrence of onset of a medical or behavioral condition that could result in serious injury or harm to a student or others in the event immediate medical attention is not provided. Emergent care situation includes the need to screen a student or others for symptoms or exposures during an outbreak or public health event of concern as designated by the department of public health.
- Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening.
- Student health screening means an intentionally planned, periodic process to identify if students may be at risk for a health concern and to determine if a referral for an in-depth assessment is needed to consider appropriate health services. Student health screening does not include an episodic, individual screening done in accordance with professional licensed practice.

The superintendent, in conjunction with the (school nurse, health advisory committee, public health nurse, school health team, etc.) will develop administrative regulations implementing this policy. The superintendent will provide a written report on the role of health services in the education program to the board annually.

**Note:** *This is a mandatory policy. If a school district will be using federal money to perform physical exams or screenings on students, the school district must annually notify parents of the exam or screening except for hearing, vision or scoliosis. The following language is suggested:*

*"The school district will annually notify parents of physical exams or screenings conducted on students except for vision, hearing or scoliosis."*

Legal Reference: 42 U.S.C. §§ 12101 et seq.  
 34 C.F.R. pt. 99, 104, 200, 300 et seq.  
 29 U.S.C. § 794(a)  
 28 C.F.R. 35  
 20 U.S.C. 1232g § 1400 6301 et seq..  
 Iowa Code §§ 22.7, 139A.3. .8, .21; 143.1, 152, 256.7(24), .11, 279; 280.23 .  
 281 I.A.C. 12.3(4), (7), (11); 12.4(12); 12.8  
 282 I.A.C. 22.  
 641 I.A.C. 7.  
 655 I.A.C. 6

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<b>I.C. Iowa Code</b>	<b>Description</b>
Iowa Code § 139A	<a href="#">Communicable/Infectious Diseases</a>
Iowa Code § 143.1	<a href="#">Public Health Nurses</a>
Iowa Code § 152	<a href="#">Nursing</a>
Iowa Code § 22.7	<a href="#">Confidential Records</a>
Iowa Code § 256.11	<a href="#">DE - Educational Standards</a>
Iowa Code § 256.7	<a href="#">DE - Duties of State Board</a>
Iowa Code § 279	<a href="#">Directors - Powers and Duties</a>
Iowa Code § 280.23	<a href="#">Student Health Services</a>
<b>I.A.C. Iowa Administrative Code</b>	<b>Description</b>
281 I.A.C. 12.3	<a href="#">Administration</a>
281 I.A.C. 12.4	<a href="#">School Personnel</a>
281 I.A.C. 12.8	<a href="#">General Accreditation Standards - Student Achievement</a>
282 I.A.C. 22	<a href="#">Educational Examiners - Authorizations</a>
641 I.A.C. 7	<a href="#">Public Health - Immunizations</a>
655 I.A.C 6	<a href="#">Nursing</a>
<b>U.S.C. - United States Code</b>	<b>Description</b>
20 U.S.C. § 1232g	<a href="#">Education - FERPA</a>
20 U.S.C. § 6301	<a href="#">Education - Elementary and Secondary Improvement</a>
20 U.S.C. 1400	<a href="#">Education - IDEA - Findings, Purposes</a>
29 U.S.C. §§ 794	<a href="#">Labor - Vocation Rehab Rights</a>
42 U.S.C. § 12101	<a href="#">Public Health - Equal Opportunity - Disabilities</a>
<b>C.F.R. - Code of Federal Regulations</b>	<b>Description</b>
28 C.F.R. 35	<a href="#">Judicial - Disability - Nondiscrimination</a>
34 C.F.R. Pt. 104	<a href="#">Education - Nondiscrimination on Basis of Handicap</a>

34 C.F.R. Pt. 200

[Education - Academic Achievement of Disadvantaged](#)

34 C.F.R. Pt. 300

[Education - Disabilities/Children/Assistance to States](#)

34 C.F.R. Pt. 99

[Education - Family Rights and Privacy](#)

## Cross References

<b>Code</b>	<b>Description</b>
501.04	Entrance - Admissions
505.04	Testing Program
507.02	Administration of Medication to Students
507.02	Administration of Medication to Students
507.02	Administration of Medication to Students
507.02	Administration of Medication to Students
507.02	Administration of Medication to Students

**Regulation 607.02-R(1): Student Health Services - Regulation**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Reviewed Date:** 03/10/2022

Student Health Services Administrative Regulations

I. Student Health Services - Each school building may develop a customized student health services program ~~within comprehensive school improvement~~ based on its unique needs and resources. Scientific advances, laws, and school improvement necessitate supports to students with health needs to receive their education program.

Supports to improve student achievement include:

- qualified health personnel
- school superintendent, school nurse, and school health team working collaboratively
- family and community involvement
- optimal student health services program with commitment to its continuing improvement

Components provided within a coordinated school health program include:

- health services
- nutrition
- healthy, safe environment
- staff wellness
- health education
- physical education and activity
- counseling, psychological, and social services
- family and community involvement

Student health services are provided to identify health needs; facilitate access to health care; provide for health needs related to educational achievement; promote health, well-being, and safety; and plan and develop the health services program.

II. Student Health Services Essential Functions

A. Identify student health needs:

1. Provide individual initial and annual health assessments
2. Provide needed health screenings
3. Maintain and update confidential health records
4. Communicate (written, oral, electronic) health needs as consistent with confidentiality laws

B. Facilitate student access to physical and mental health services:

1. Link students to community resources and monitor follow through
2. Promote increased access and referral to primary health care financial resources such as Medicaid, HAWK-I, social security, and community health clinics
3. Encourage appropriate use of health care

C. Provide for student health needs related to educational achievement:

1. Manage chronic and acute illnesses
2. Provide special health procedures and medication including delegation, training, and supervision of qualified designated school personnel
3. Develop, implement, evaluate, and revise individual health plans (IHPs) for all students with special health needs according to mandates in the Individuals with



Disabilities Education Act (IDEA), Rehabilitation Act (Section 504), and American with Disabilities Act (ADA)

4. Provide urgent and emergency care for individual and group illness and injury
  5. Prevent and control communicable disease and monitor immunizations
  6. Promote optimal mental health
  7. Promote a safe school facility and a safe school environment
  8. Participate in and attend team meetings as a team member and health consultant
- D. Promote student health, well-being, and safety to foster healthy living:
1. Provide developmentally appropriate health education and health counseling for individuals and groups
  2. Encourage injury and disease prevention practices
  3. Promote personal and public health practices
  4. Provide health promotion and injury and disease prevention education
- E. Plan and develop the student health services program collaboratively with the superintendent, school nurse, and school health team:
1. Gather and interpret data to evaluate needs and performance
  2. Establish health advisory council and school health team
  3. Develop health procedures and guidelines
  4. Collaborate with staff, families, and community
  5. Maintain and update confidential student school health records
  6. Coordinate program with all school health components
  7. Coordinate with school improvement
  8. Evaluate and revise the health service program to meet changing needs
  9. Organize scheduling and direct health services staff
  10. Develop student health services annual status report
  11. Coordinate information and program delivery within the school and between school and major constituents
  12. Provide health services by qualified health professionals to effectively deliver services, including multiple levels of school health expertise such as registered nurses, physicians, and advanced registered nurse practitioners
  13. Provide for professional development for school health services staff

### III. Expanded Health Services

These additional health services address learning barriers and the lack of access to health care. Examples include school-based services in the school, school-linked services connected to the school, primary care, mental health, substance abuse, and dental health.

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#### **I.C. Iowa Code**

Iowa Code § 139A

#### **Description**

[Communicable/Infectious Diseases](#)

Iowa Code § 143.1

[Public Health Nurses](#)

Iowa Code § 152

[Nursing](#)

Iowa Code § 22.7

[Confidential Records](#)

Iowa Code § 256.11

[DE - Educational Standards](#)

Iowa Code § 256.7

[DE - Duties of State Board](#)

Iowa Code § 279

[Directors - Powers and Duties](#)

Iowa Code § 280.23

[Student Health Services](#)

**I.A.C. Iowa Administrative Code**

281 I.A.C. 12.3

281 I.A.C. 12.4

281 I.A.C. 12.8

282 I.A.C. 22

641 I.A.C. 7

655 I.A.C. 6

**U.S.C. - United States Code**

20 U.S.C. § 1232g

20 U.S.C. § 6301

20 U.S.C. 1400

29 U.S.C. §§ 794

42 U.S.C. § 12101

**C.F.R. - Code of Federal Regulations**

28 C.F.R. 35

34 C.F.R. Pt. 104

34 C.F.R. Pt. 200

34 C.F.R. Pt. 300

34 C.F.R. Pt. 99

**Description**[Administration](#)[School Personnel](#)[General Accreditation Standards - Student Achievement](#)[Educational Examiners - Authorizations](#)[Public Health - Immunizations](#)[Nursing](#)**Description**[Education - FERPA](#)[Education - Elementary and Secondary Improvement](#)[Education - IDEA - Findings, Purposes](#)[Labor - Vocation Rehab Rights](#)[Public Health - Equal Opportunity - Disabilities](#)**Description**[Judicial - Disability - Nondiscrimination](#)[Education - Nondiscrimination on Basis of Handicap](#)[Education - Academic Achievement of Disadvantaged](#)[Education - Disabilities/Children/Assistance to States](#)[Education - Family Rights and Privacy](#)**Cross References****Code**

501.04

505.04

507.02

507.02

507.02

507.02

507.02

**Description**

Entrance - Admissions

Testing Program

Administration of Medication to Students

Administration of Medication to Students

Administration of Medication to Students

Administration of Medication to Students

Administration of Medication to Students

**Policy 804.05: Stock Prescription Medication Supply**

**Status:** DRAFT

**Original Adopted Date:** 03/10/2022 | **Last Revised Date:** 06/23/2022 | **Last Reviewed Date:** 06/23/2022

The *Shenandoah* Community School District seeks to provide a safe environment for students, staff, and visitors who are at risk of potentially life-threatening incidents including severe allergic reactions, respiratory distress and opioid overdose. Therefore, it is the policy of the district to annually obtain a prescription for epinephrine auto-injectors, bronchodilator canisters and spacers and/or opioid antagonists from a licensed health care professional, in the name of the school district, for administration by a school nurse or personnel trained and authorized to administer to a student or individual who may be experiencing an anaphylactic reaction, respiratory distress or acute opioid overdose.

**Procurement and maintenance of supply:** The district shall stock a minimum of the following for each attendance center: *[select supply of stock medication district will voluntarily provide]*

- *One pediatric dose and one adult dose epinephrine auto-injector;*
- *One pediatric and one adult dose bronchodilator canister and spacer;*
- *One dose naloxone or other opioid antagonist.*
- ~~One pediatric dose and one adult dose epinephrine auto-injector;~~
- ~~One pediatric dose and one adult dose bronchodilator canister or spacer;~~
- ~~One dose of opioid antagonist.~~

The supply of such medication shall be maintained in a secure, ~~dark, temperature-controlled~~ location in each school building, easily accessible area for an emergency within the school building, or in addition to other locations as determined by the school district.

*[Insert employee responsible]* shall routinely check stock of medication and document in a log monthly:

- The expiration date;
- Any visualized particles or color change for epinephrine auto-injectors; or
- ~~Color change.~~ Bronchodilator canister damage.

The employee shall be responsible for ensuring the district replaces, as soon as reasonably possible, any logged epinephrine auto-injector bronchodilator canister or spacer or opioid antagonist that is ~~used empty after use, damaged, or, close to expiration, or discolored or has particles visible in the liquid.~~ The district shall dispose of stock medications and delivery devices in accordance with state laws and regulations.

**Training:** A school nurse or personnel trained and authorized may provide or administer any of the medication listed in this policy from a school supply to a student or individual if the authorized personnel or school nurse reasonably and in good faith believes the student or individual is having an anaphylactic reaction, respiratory distress, *asthma or other airway-constricting disease,* ~~and/or~~ opioid overdose. Training to obtain a signed certificate to become personnel authorized to administer an epinephrine auto-injector, bronchodilator canisters ~~and~~ or spacers ~~or and~~ opioid antagonist shall consist of the requirements *of medication*

administration established by law and an annual anaphylaxis, asthma, other airway-constricting disease, opioid overdose training program approved by the Department of Education. .

Authorized personnel will be required to retake the medication administration course, training program and provide a procedural skills demonstration to the school nurse demonstrating competency in the administration of stock epinephrine auto-injectors, bronchodilator canisters or spacers and or opioid antagonists to retain authorization to administer these medications if the following occur:

- Failure to administer an epinephrine auto-injector bronchodilator canister or spacer or opioid antagonist to a student or individual by proper route, failure to administer the correct dosage, or failure to administer an epinephrine auto-injector , bronchodilator canister or spacer or and opioid antagonist according to generally accepted standards of practice (“medication error”); or
- Accidental injection of an epinephrine auto-injector into a digit of the authorized personnel injury to school personnel related to improperly administering the medication (“medication incident”).

**Reporting:** Authorized personnel will contact the school nurse or emergency medical services (911) immediately after a stock bronchodilator canister is administered to a student or individual. The school nurse retains accountability for professional nursing judgment with the administration of stock bronchodilator and whether to contact emergency medical services in accordance with Iowa laws.

The district will contact emergency medical services (911) immediately after a stock epinephrine auto-injector, bronchodilator canister or spacer or stock opioid antagonist is administered to a student or individual. The school nurse or authorized personnel will remain with the student or individual until emergency medical services arrive.

Within 48 hours, the district will report to the Iowa Department of Education:

- Each medication incident with the administration of stock epinephrine, bronchodilator canister or spacer, or opioid antagonist;
- Each medication error with the administration of stock epinephrine, bronchodilator canister or spacer, or opioid antagonist; or
- The administration of a stock epinephrine auto-injector, bronchodilator canister or spacer, or opioid antagonist.

As provided by law, the district, board, authorized personnel or school nurse, and the prescriber shall not be liable for any injury arising from the provision, administration, failure to administer, or assistance in the administration of an epinephrine auto-injector, bronchodilator canister or spacer, or opioid antagonist provided they acted reasonably and in good faith.

The superintendent may develop an administrative process to implement this policy.

**NOTE: Districts are not required by law to stock and maintain a supply of epinephrine auto-injectors, bronchodilator canister or spacer, or opioid antagonist. However, if a district decides to stock and maintain a supply of these medications, the board is required to establish a policy.**

**NOTE: For additional information, and training resources and reporting forms regarding voluntary stock medication epinephrine auto-injectors, please visit the “School Nurse Administrative Resources”**

section of the Iowa Department of Education's website, located at <https://www.educateiowa.gov/administrative-resources-school-nurses>. Department of Education's page titled "School Nurse Resources" and scroll down to "Stock Medications," located at <https://educateiowa.gov/pk-12/learner-supports/school-nurse/school-nurse-resources>.

Legal Reference: Iowa Code §§ 135.185; 190; 279.8.  
281 I.A.C. 14.3.  
655 I.A.C 6.2(2)

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**I.C. Iowa Code**

Iowa Code § 135.185

Iowa Code § 279.8

**Description**

[Epi-pen Supply](#)

[Directors - General Rules - Bonds of Employees](#)

**I.A.C. Iowa Administrative Code**

281 I.A.C. 14.3

655 I.A.C 6

**Description**

[Epi-pen Stock](#)

[Nursing](#)

**Cross References****Code**

507.02

507.02

507.02

507.02

507.02

**Description**

Administration of Medication to Students

Administration of Medication to Students

Administration of Medication to Students

Administration of Medication to Students

Administration of Medication to Students

PARENTAL AUTHORIZATION AND RELEASE FORM FOR THE ADMINISTRATION  
OF A VOLUNTARY SCHOOL SUPPLY OF STOCK MEDICATION FOR LIFE THREATENING  
INCIDENTS

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_      \_\_\_\_/\_\_\_\_/\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Student's Name (Last), (First), (Middle)      Birthday      School      Date

The district seeks to provide a safe environment for students, staff, and visitors who are at risk of potentially life-threatening incidents. The district supplies the following prescription medications for life threatening incidents that are listed below. Generic brands may be substituted, (select all that apply):

- *Epinephrine auto-injectors*
- *Bronchodilator*
- *Bronchodilator Canisters and Spacers*
- *Opioid Antagonist*

Pursuant to state law, the school district or and its employees are to incur no liability for any injury arising from the provision, administration, failure to administer, or assistance in the administration of the selected prescription medications supplied by the school for life threatening incidents provided they have acted reasonably and in good faith.

The parent or guardian shall sign consent for the student to receive the voluntary school supply of stock medication listed for life threatening incidents and sign a statement acknowledging that the school district is to incur no liability as a result of administration of a prescription medication for life threatening incidents provided the school district to have acted reasonably and in good faith.

Electronic signature meets the requirement of written signature.

- I request the above-named student be administered the voluntary stock supply of prescription medication, in the name of the school district, by a school nurse or personnel trained and authorized to administer to a student who acting reasonably and in good faith perceives the student may be experiencing symptoms associated with a life threatening incident following the administration instructions listed as identified in the required annual awareness training associated with the stock medication(s) above and after completion of the medication administration course requirements
- I understand the school district and its employees acting reasonably and in good faith shall incur no liability as a result of administration of the prescription medication(s) for life threatening incidents provided the school district to have acted reasonably and in good faith.

\_\_\_\_\_  
Parent/Guardian Signature  
(agreed to the above statement)

\_\_\_\_\_  
Date