

EAST BUCHANAN COMMUNITY SCHOOL DISTRICT
AGENDA - Regular School Board Meeting
May 8, 2024 at 5:00 p.m. in Library - Middle School Entrance

SCHOOL BOARD APPRECIATION MONTH

1. **CALL TO ORDER/MISSION STATEMENT** - To challenge students to think critically, communicate effectively, develop values and contribute to society.
2. **PUBLIC HEARING** - FY2024 Amended Budget
3. **PUBLIC FORUM** - During this time we welcome interested persons who may wish to present comments, suggestions, or concerns in regard to any programs operated by the school district. However, an item must be included on the Agenda before the Board can officially act upon it.
4. **APPROVE AGENDA**
5. **APPROVE CONSENT AGENDA**
 - a. Minutes from Regular Meeting on April 10, 2024
 - b. Minutes from Special Meeting on April 24, 2024
 - c. Personnel Changes
 - d. Class of 2024 Graduates
 - e. List of Bills
 - f. Financial Reports
6. **COMMUNITY/PROGRAM PRESENTATIONS**
7. **ADMINISTRATIVE UPDATES & REPORTS**
 - a. Jacklyn Letzring - Elementary Update
 - b. Eric Dockstader - Secondary Update
 - c. Dan Fox - District Update
 - d. Facilities Update
8. **AGENDA**
 - a. Amended FY24 Budget
 - b. Budget Adjustment Resolution
 - c. 24-25 Joint Sharing Agreement for Transportation Director with Alburnett CSD
 - d. Window Replacement Bids
 - e. Safety Project Bids
 - f. Board Policy Review - 2nd reading
 - 502 through 504 series, 505.7, 407.6, and 413.2
9. **#BUCPR1DE**
10. **STUDENT QUESTIONS**
11. **EXEMPT SESSION**
 - Iowa Code 20.17(3) - Negotiating session
 - Iowa Code 21.9 - Employment conditions of employees not covered by the collective bargaining law.
12. **ADJOURN**

**East Buchanan Community School District
Regular Board Meeting Minutes – April 10, 2024**

Call to Order - President Andy Sperfslage called the meeting to order at 5:02 pm. The board recited the East Buchanan Mission Statement. Board members present were Scott Cooksley, Andrew Maas, Tim Recker, Andy Sperfslage, and Heather Steffens. Administration attending were Superintendent Dan Fox, HS/MS Principal Eric Dockstader, Elementary Principal Jacklyn Letzring, and Business Manager/Board Secretary Teresa Knipper. Several visitors attended the meeting. Motion carried with all ayes unless otherwise noted.

Approve Agenda – FFA Parliamentary Procedure team presentation was removed from the agenda. Motion to approve the agenda was made by Steffens, second by Recker.

Approve Consent Agenda - Motion by Steffens, second by Recker to approve the consent agenda. Items included on the Consent Agenda: minutes from the regular meeting on March 13th, public hearing meeting on March 27th, and special meeting on March 27th; hiring of Tina Snyder as MS track coach; hiring of Brenda Schnell as business teacher; hiring of Adam Riniker, Justin Shaffer, and Kyle Fank as spring performance coaches; resignation of Troy Ersland as HS teacher and basketball coach; expenditures listed; and financial reports.

Administrative Updates and Reports – Letzring presented that the Ned Assembly was on April 8th, kindergarten led the Leader in Me assembly, FAST testing continues, and there are several events planned for the rest of the school year. Dockstader reported that prom is on April 20th and the conditions for learning survey is soon. Fox reported that applications are being reviewed for the elementary secretary position with interviews the beginning of May, that the industrial tech teaching position is still open, and the at-risk and HS special education teacher positions are posted. He also reported that the safety grant has been submitted so waiting for a response from the state, negotiations have begun, and that ALICE training is during the professional development day on April 15th.

Scholarship Selection Committee – Board members were appointed as follows: Carl Arnold – Steffens and Recker; Lowell & Agnes Davis – Sperfslage, Maas, and Steffens; Robert & AnnaBelle Hickman – Steffens and Cooksley.

Open Enrollment Application – Motion by Maas, second by Cooksley to deny the open enrollment application due to the appropriate special education program not being available.

24-25 MOC Contract – Motion by Recker, second by Cooksley to approve the 24-25 Multi Occupations Coordinator (MOC) contract with Central Rivers AEA as presented.

FY24 Amended Budget Public Hearing – Motion by Steffens, second by Recker to hold a public hearing for amending the FY24 budget on May 8, 2024 at 5:00 pm.

24-25 School Calendar – Fox presented three options. Motion by Cooksley, second by Steffens to approve the option with early dismissal for professional development every other Wednesday.

ESports Coordinator Discussion – Fox recommended that negotiations determine the placement of the Esports coordinator position on the supplemental salary schedule and that a contract will be offered if enough members sign up.

Board Policy Review – Motion by Maas, second by Steffens to approve the first reading of policies 502 through 504, 407.6, and 413.2 with changes as discussed.

#BucPr1de – The musical went well, good job to the kindergarten students for leading the assembly, and getting through FAST testing.

Student Questions – Students asked about the board reviewing scholarships, agenda items, open enrollment approval process, practice schedule, and school calendar options.

Adjourn – Motion by Recker, second by Cooksley to adjourn the meeting at 6:11 pm.

The above are not official minutes until approved at the next regular board meeting. A copy of the official minutes may be viewed in the office of the Board Secretary any Monday through Friday between 8:00 a.m. and 4:00 p.m.

**East Buchanan Community School District
Special Board Meeting Minutes – April 24, 2024**

Call to Order - President Andy Sperflage called the meeting to order at 5:00 pm. The board recited the East Buchanan Mission Statement. Board members present were Scott Cooksley, Andrew Maas, Tim Recker, Andy Sperflage, and Heather Steffens. Administration attending were Superintendent Dan Fox, HS/MS Principal Eric Dockstader, and Business Manager/Board Secretary Teresa Knipper. Elementary Principal Jacklyn Letzring was absent. Several visitors attended the meeting. Motion carried with all ayes unless otherwise noted.

Public Hearing – Motion by Cooksley, second by Recker to open the public hearing regarding the FY25 Proposed Budget at 5:00 pm. Proposed budget was presented. No comments from the public. Motion by Maas, second by Steffens to close the public hearing at 5:01 pm.

Approve Agenda – Motion by Recker, second by Steffens to approve the agenda as presented.

Personnel Changes - Motion by Cooksley, second by Recker to approve the personnel changes of resignation of Ber Miller as teacher, transfer of Elisa Brady to head softball coach, resignation of Trenton Robinson as head softball coach, hiring of Kelly Chettinger as cook, transfer of Danny Sherrets and Nathan Leonard from night custodians to day custodians, hiring of Jen Anderson as special education/school improvement director, and resignation of Jacklyn Letzring as elementary principal.

Policy Review – Motion by Maas, second by Steffens to approve the first reading of Policy 505.7 as presented.

Open Enrollment Applications – Motion by Maas, second by Cooksley to deny open enrollment application B due to appropriate special education program not available. Motion by Recker, second by Steffens to deny open enrollment application C due to appropriate special education program not available.

Resolution to Allocate Funds to CRAEA – Motion by Recker, second by Cooksley to approve the Resolution to Allocate Funds to Central Rivers AEA as presented as allocate 100% of funds received for Media Services and 100% of funds received for Educational Services.

FY25 Budget and Taxes – Motion by Recker, second by Cooksley to adopt the FY25 Budget and Taxes as discussed with a rate of 13.80324.

Adjourn – Motion by Maas, second by Recker to adjourn the meeting at 5:37 pm.

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Personnel Changes

SB Mtg date	Employee	Type	Position	Notice Date	Effective Date
5/8/2024	Brent Lenox	Hire	MS Baseball Coach		2024 season
5/8/2024	Marcy Fox	Resignation	HS asst. secretary and Food Service Point of Sale		end of current job agreement

EAST BUCHANAN COMMUNITY SCHOOLS

ADMINISTRATION

Daniel J. Fox
Superintendent
Eric Dockstader
Secondary Principal
Jacklyn Letzring
Elementary Principal
Teresa Knipper
Board Secretary/Business Manager



414 5TH STREET NORTH
WINTHROP, IOWA 50682

PHONE: (319) 935-3660

FAX: (319) 935-4575

<http://www.eastbuchananschools.com>

@EB_Bucs #BucPrIde



BOARD OF EDUCATION

Andy Sperfslage
President
Scott Cooksley
Vice President
Tim Recker
Heather Steffens
Andrew Maas

Class of 2024 graduating seniors:

Benning, Danica Renae
Boeckenstedt, Henry Levi
Bogges, Mallorie Jane
Bowers, Hunter Dean
Brady, Eden Elisabeth
Brown, Chloe Ann
Butville, Justyn Stanley
Decker, Leo Roger
Dircks, Caleb Francis
Dolan, Isabelle Grace
Fox, Cody William
Franzen, Alexander Dale
Gallery, Kaylee Jo
Graham, Rebecca Lynn
Griswold, Owen Robert
Hassel, Antara Michael
Hellenthal, Jaeden Sue
Hogan, Christina Ann
Huegel, Maya Catherine
Knutson, Garrett Robert
Krum, Alyson Elizabeth

Lindsay, Derrick Douglas
Lindsay, Lynette Ashley
Melka, Ryley John
Nelson, Hayden Michael
Niedert, Garret Dwight
Opitz, Lexi Marie
Podnar, Micah James
Randall, Drew Allen
Reed, Cora Beth
Rosburg, Carter Jon
Russell, Trystin Michael
Sattgast, Cedric David
Sherrets, Kaylee Elizabeth
Tempus, Lucas Daniel
Thurn, Tanner Dean
Torres, Coltyn Daniel
Valenzuela, Noah Christopher
Wessels, Kyle Alan
West, Kialynn Jean
White, Maxine Ella
Wilgenbusch, Keegan Michael
Yearous, Logan Allen

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
ALLIUTIL	ALLIANT ENERGY	GAS/ELECTRIC	14,080.52
			14,080.52
BARNNOBLCC	Barnes & Noble College	Textbooks	162.96
			162.96
BLACKHAWK	BLACK HAWK WAST DISP, INC.	GARBAGE	682.00
			682.00
CAPISANI	CAPITAL SANITARY SUPPLY CO. INC.	B&G SUPPLIES	235.30
			235.30
AEDSUPER	Cardio Partners Inc	AED SUPPLIES	223.00
AEDSUPER	Cardio Partners Inc	AED SUPPLIES	73.00
AEDSUPER	Cardio Partners Inc	AED SUPPLIES	235.00
			531.00
CDWG	CDW GOVERNMENT, INC	PURCHASED SERVICE	658.74
CDWG	CDW GOVERNMENT, INC	TECH PURCHASED SERVICE	558.25
			1,216.99
CEDAFALL	CEDAR FALLS CSD	CONSORTIUM BILLING	32,456.80
			32,456.80
CHASCARD	CHASE CARD SERVICES	SUPPLIES	27.98
CHASCARD	CHASE CARD SERVICES	SUPPLIES	112.45
CHASCARD	CHASE CARD SERVICES	LMC BOOKS	236.52
CHASCARD	CHASE CARD SERVICES	SUPPLIES	71.90
CHASCARD	CHASE CARD SERVICES	SUPPLIES	35.99
CHASCARD	CHASE CARD SERVICES	BLDG & GROUNDS SUPPLIES	43.05
CHASCARD	CHASE CARD SERVICES	HEALTH OFFICE SUPPLIES	8.36
CHASCARD	CHASE CARD SERVICES	GAS	43.25
CHASCARD	CHASE CARD SERVICES	Camp Wapsie art supplies	47.90
CHASCARD	CHASE CARD SERVICES	BLDG & GROUNDS SUPPLIES	89.06
CHASCARD	CHASE CARD SERVICES	BACKGROUND CHECKS	200.00
CHASCARD	CHASE CARD SERVICES	FCS SUPPLIES	813.90
CHASCARD	CHASE CARD SERVICES	SUPPLIES	91.11
			1,821.47
CITYLAUN	CITY LAUNDERING CO.	TRANSPORTATION PURCHASED SERVICE	60.31
			60.31
CITYWINT	CITY OF WINTHROP	WATER/SEWER	727.35
			727.35
COPYSYST	COPY SYSTEMS INC	COPIER MAINTENANCE	27.46
COPYSYST	COPY SYSTEMS INC	COPIER MAINTENANCE	474.83
COPYSYST	COPY SYSTEMS INC	COPIER MAINTENANCE	539.30
COPYSYST	COPY SYSTEMS INC	COPIER MAINTENANCE	138.57
			1,180.16
DKPRODUCTS	D & K Products	B&G SUPPLIES	306.45
			306.45

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
DHS	DHS CASHIER 1ST FL.	STATE MEDICAID MATCH	23,153.84
			23,153.84
DUNKERTO	DUNKERTON SCHOOL DISTRICT	SHARED LIBRARIAN	1,741.68
			1,741.68
EBTELEPH	EAST BUCHANAN COOP TELEPHONE	TELEPHONE	2,748.21
			2,748.21
3ELECTRIC	ELECTRICAL ENGINEERING & EQUIPMENT CO	ELECTRICAL SUPPLIES	486.40
			486.40
HOTLUNCH	HOT LUNCH PROGRAM	PS SNACKS	339.63
			339.63
INDECS	INDEPENDENCE CSD	SHARING AGREEMENTS	26,807.79
			26,807.79
ICN	IOWA COMMUNICATIONS NETWORK	ICN SERVICES	485.05
			485.05
IROCWEBS	IROCWEBS.COM	WEBSITE HOSTING	100.00
			100.00
JOHNDEERE	JOHN DEERE FINANCIAL	IND ARTS SUPPLIES	26.96
			26.96
KERKMICH	Kerkove, Michael	PALLETS	50.00*
			50.00
LAMKCHAD	Lamker, Chad	CELL PHONE	60.00*
			60.00
LINNCOOP	LINN CO-OPERATIVE OIL CO	GAS/DIESEL	3,515.83
LINNCOOP	LINN CO-OPERATIVE OIL CO	GAS/DIESEL	3,271.04
			6,786.87
LYNCROOF	LYNCH ROOFING & SIDING, INC	ROOF REPAIRS	350.40
LYNCROOF	LYNCH ROOFING & SIDING, INC	ROOF REPAIRS	2,818.00*
			3,168.40
MANCSIGN	MANCHESTER SIGNS	VAN LOGO	57.00
			57.00
NICKGROC	Nick's Grocery	FCS SUPPLIES	19.84
NICKGROC	Nick's Grocery	SUPPLIES	296.52
NICKGROC	Nick's Grocery	SUPPLIES	40.69
NICKGROC	Nick's Grocery	SUPPLIES	33.90
NICKGROC	Nick's Grocery	Credit on Account	(45.35)
			345.60
OELWPUBL	OELWEIN PUBLISHING COMPANY	PUBLIC HEARING	155.20
OELWPUBL	OELWEIN PUBLISHING COMPANY	ADVERTISING	26.14
OELWPUBL	OELWEIN PUBLISHING COMPANY	ADVERTISING	156.28

Vendor ID	Vendor Name	Description	Invoice Amount
OELWPUBL	OELWEIN PUBLISHING COMPANY	ADVERTISING	35.32
OELWPUBL	OELWEIN PUBLISHING COMPANY	ADVERTISING	68.80
OELWPUBL	OELWEIN PUBLISHING COMPANY	ADVERTISING	182.20
			623.94
PRESTOX	PRESTO-X	KITCHEN-PEST SERVICE	76.03
			76.03
REUHJONI	Reuhl, Joni	DOT PHYSICAL	110.00*
			110.00
SCHLSUE	Schlitter, Susan	Accomp. for HS/MS	470.00
			470.00
MILLAMBE	Schmitt, Amber	COURSE REIMBURSEMENT	1,028.50*
			1,028.50
SCHOBUSS	SCHOOL BUS SALES CO	PARTS	58.73
SCHOBUSS	SCHOOL BUS SALES CO	PARTS	120.18
SCHOBUSS	SCHOOL BUS SALES CO	PARTS	253.98
SCHOBUSS	SCHOOL BUS SALES CO	PARTS	191.28
			624.17
THOMTRUC	THOMPSON TRUCK & TRAILER, INC.	PARTS/REPAIRS	475.00
			475.00
TIMBILL	TIMBERLINE BILLING SERVICE LLC	MEDICAID PURCH SERVICE	2,483.68
			2,483.68
TRUCKCENTE	Truck Center Companies	BUS REPAIRS	1,838.62
			1,838.62
UNIVPEDI	Universal Pediatrics	PURCHASED SERVICE	8,439.00
			8,439.00
USCELL	US CELLULAR	Cell Phones	288.83
			288.83
WINTBUIL	WINTHROP BUILDING SUPPLY		69.24
WINTBUIL	WINTHROP BUILDING SUPPLY	dowels	5.90
WINTBUIL	WINTHROP BUILDING SUPPLY	IND ARTS SUPPLIES	37.47
WINTBUIL	WINTHROP BUILDING SUPPLY	Consumables for woodworking	59.35
			171.96*
		Batch Total:	136,448.47
		Report Total:	136,448.47

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
ANIXTER	Anixter Inc	Speaker Project	3,182.74
ANIXTER	Anixter Inc	Speaker Project	241.81
ANIXTER	Anixter Inc	Speaker Project	243.28
			3,667.83
CDWG	CDW GOVERNMENT, INC	SPEAKER PROJECT	251.36
CDWG	CDW GOVERNMENT, INC	SPEAKER PROJECT	423.72 *
			675.08
CEDAFALL	CEDAR FALLS CSD	CONSORTIUM BILLING	5,070.36 *
			5,070.36
DEIKEIMP	Deike Implement Company	TRACTOR	46,100.00 *
DEIKEIMP	Deike Implement Company	PALLET FORKS	900.00 *
			47,000.00
		Batch Total:	56,413.27
		Report Total:	56,413.27

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
DUNLMOTO	DUNLAP MOTORS, INC	VAN LESS 2 TRADE-INS	39,620.00 3
			39,620.00

Batch Total: 39,620.00

Report Total: 39,620.00

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
ALLFORK	ALL FOR KIDZ	YoYo Sales	1,134.00 2
			1,134.00
BACKGOLF	BACKBONE GOLF & COUNTRY CLUB	Entry Fees to practice	60.00 2
BACKGOLF	BACKBONE GOLF & COUNTRY CLUB	Entry Fee Golf	60.00 2
			120.00
CENTCITY	CENTRAL CITY COMM. SCHOOL	Entry Fees Track Coed	170.00 2
			170.00
HOTLUNCH	HOT LUNCH PROGRAM	Sugar Cookie Dough	37.62 2
			37.62
JESUPCSD	JESUP COMMUNITY SCHOOL DISTRICT	Entry Fees Boys Track	100.00 2
			100.00
MONTSPOR	MONTICELLO SPORTS	Replacement boys track shorts.	102.00 2
MONTSPOR	MONTICELLO SPORTS	footballs	1,188.00 2
			1,290.00
RIDDELL	RIDDELL ALL AMERICAN SPORTS CORP.	Reconditioning FB Helmet	3,993.35 2
			3,993.35
WARTDANC	WARTBURG COLLEGE DANCE MARATHON	Donation to Dance Marathon	357.00 2
			357.00
WESTDELA	WEST DELAWARE CSD	Entry Fee Girls Track	70.00 2
			70.00
YMCACAMP	YMCA CAMP WAPSIE	Deposit for Camp Wapsie	266.65 2
			266.65
Report Total:			7,538.62

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
ALBURNETT	ALBURNETT HIGH SCHOOL	Entry Fees CoEd Track	150.00
			150.00
BACKGOLF	BACKBONE GOLF & COUNTRY CLUB	Girls Golf Practice Fee	60.00
BACKGOLF	BACKBONE GOLF & COUNTRY CLUB	Entry Fees Girls Golf	60.00
			120.00
BUCHHEAL	BUCHANAN COUNTY HEALTH CENTER	Fee for use of pool	35.00
			35.00
CHASCARD	CHASE CARD SERVICES	Softball Uniforms	1,574.70
CHASCARD	CHASE CARD SERVICES	Items needed for Prom	70.91
CHASCARD	CHASE CARD SERVICES	Challenger Discus	52.33
CHASCARD	CHASE CARD SERVICES	Hotel Rooms FFA	3,843.84
CHASCARD	CHASE CARD SERVICES	HS Student Council - bowling activity	260.00
CHASCARD	CHASE CARD SERVICES	Softball equipment	212.11
CHASCARD	CHASE CARD SERVICES	Baseball Tees	3,678.98
CHASCARD	CHASE CARD SERVICES	Refund on items returned to Amazon	(185.63)
CHASCARD	CHASE CARD SERVICES	Sandee's Engraving	46.58
CHASCARD	CHASE CARD SERVICES	catchers gear	259.95
			9,813.77
CLAYRIDG	CLAYTON RIDGE CSD	Entry Fees Track	80.00
			80.00
DENVCOMM	DENVER COMMUNITY SCHOOL DISTRICT	CoEd Track Meet Entry Fees	180.00
			180.00
EDCO	EDGEWOOD COLESBURG SCHOOL	Entry Fee CoEd Track	160.00
EDCO	EDGEWOOD COLESBURG SCHOOL	Entry Fee TRC HS Track	100.00
			260.00
FARMWIFE	FARMERS WIFE, THE	Floral Center Pieces	267.50
			267.50
HOTLUNCH	HOT LUNCH PROGRAM	Ice Cream Party	164.40
			164.40
IOWAFFA	IOWA FFA ASSOCIATION	FFA State Leadership Conference	560.00
			560.00
IGHSAU	IOWA GIRLS' HIGH SCHOOL ATHLETIC UNION	Postage for SB lineup cards	15.00
			15.00
JESUPCSD	JESUP COMMUNITY SCHOOL DISTRICT	Middle School Entry Fee track	120.00
			120.00
JOSTENS	JOSTEN'S	Class of 2024-graduation	728.12
			728.12
MAQVALL	MAQUOKETA VALLEY CSD	Entry Fees Boys Track	90.00
			90.00

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
MFL	MFL MARMAC SCHOOLS	Entry Fee HS Girls track	85.00
			85.00
MONTSPOR	MONTICELLO SPORTS	Bases for baseball	415.00
			415.00
NATIFFA	NATIONAL FFA ORGANIZATION	National FFA Pins	445.00
			445.00
SIGNSMOREL	SIGNS AND MORE	Baseball Uniforms	656.75
			656.75
VERNTRUE	VERN'S TRUE VALUE HARDWARE	Materials for baseball field	50.00
			50.00
VSATHLETIC	VS Athletics	Discus Girls	58.95
			58.95

Batch Total: 14,294.49
Report Total: 14,294.49

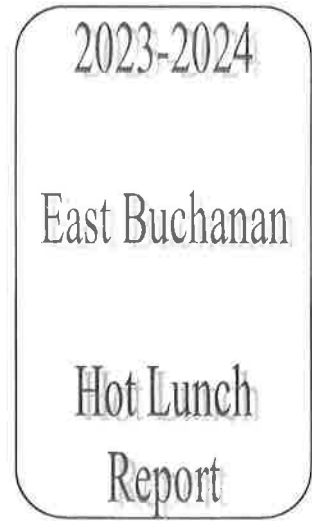
<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Amount</u>
BIMBBAKE	BIMBO BAKERIES USA	Food Purchased	867.08
			867.08
BIRCKRIS	Birchard, Krista	Payout from hot lunch account	101.40
			101.40
EMSDETER	EMS DETERGENT SERVICES CO.	Products	115.80
			115.80
JOHNHEID	Johnson, Heidi	Pay out from lunch account	7.35
			7.35
MARTBROT	MARTIN BROTHERS	Food Purchased	3,794.07
			3,794.07
NICKGROC	Nick's Grocery	Food Purchased	5.99
			5.99
PALMLYNN	Palmer, Lynn	Payout from hot lunch account	9.15
			9.15
PERFFOOD	PERFORMANCE FOODSERVICE	Food & Supplies Purchased	12,896.15
			12,896.15
PRAIFARM	PRAIRIE FARMS DAIRY, INC.	Milk Products	3,641.65
			3,641.65
WALMART	WALMART COMMUNITY BRC	Food/Supplies Purchased	98.60
			98.60
		Batch Total:	21,537.24
		Report Total:	21,537.24

Fund: 21 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Ending Balance</u>
21 6111 729 910	DRAMA	19,146.75	221.08	2,929.28	21,854.95
21 6120 729 910	SPEECH	384.85	65.00	0.00	319.85
21 6210 729 910	MUSIC CLUB	220.82	145.00	0.00	75.82
21 6220 729 910	PEP BAND	2,414.13	0.00	0.00	2,414.13
21 6221 729 910	MUSIC TRIP	3,014.15	0.00	0.00	3,014.15
21 6600 729 920	ATHLETICS	15,047.06	10,334.68	429.04	5,141.42
21 6645 729 920	CROSS COUNTRY	46.50	0.00	0.00	46.50
21 6693 729 920	CHEERLEADING	2,536.31	0.00	0.00	2,536.31
21 6694 729 920	DANCE TEAM	1,143.32	0.00	0.00	1,143.32
21 6710 729 920	BOYS' BASKETBALL	1,332.12	200.00	0.00	1,132.12
21 6720 729 920	FOOTBALL	3,261.49	0.00	0.00	3,261.49
21 6730 729 920	BASEBALL	824.85	0.00	4,620.00	5,444.85
21 6740 729 920	BOYS' TRACK	461.59	196.99	0.00	264.60
21 6760 729 920	BOYS' GOLF	8,197.10	8,679.88	0.00	(482.78)
21 6790 729 920	WRESTLING	104.82	0.00	0.00	104.82
21 6810 729 920	GIRLS BASKETBALL	1,082.92	0.00	0.00	1,082.92
21 6815 729 920	VOLLEYBALL	189.03	0.00	0.00	189.03
21 6835 729 920	SOFTBALL	766.65	0.00	0.00	766.65
21 6840 729 920	GIRLS TRACK	412.27	0.00	0.00	412.27
21 6860 729 920	GIRLS' GOLF	156.93	0.00	0.00	156.93
21 7010 729 950	FBLA	6,362.32	0.00	235.00	6,597.32
21 7011 729 950	HS STUDENT COUNCIL	2,572.83	394.62	411.00	2,589.21
21 7012 729 950	SPANISH CLUB	997.45	0.00	0.00	997.45
21 7013 729 950	NHS	1,062.24	0.00	0.00	1,062.24
21 7017 729 950	SKILLS USA	0.00	33.00	0.00	(33.00)
21 7020 729 950	NEWSPAPER	2,236.84	0.00	0.00	2,236.84
21 7021 729 950	ROBOTICS CLUB	905.71	0.00	0.00	905.71
21 7022 729 950	ESPORTS	304.85	0.00	0.00	304.85
21 7025 729 950	TECHNOLOGY	0.00	0.00	0.00	0.00
21 7026 729 950	FFA	17,976.32	1,058.35	500.00	17,417.97
21 7027 729 950	ART CLUB	1,060.81	0.00	0.00	1,060.81
21 7040 729 950	MS STUDENT COUNCIL	(105.68)	0.00	238.80	133.12
21 7041 729 950	SOUND SYSTEM	1,026.50	1,026.50	0.00	0.00
21 7049 729 950	PBIS	1,296.52	1,930.37	1,134.00	500.15
21 7051 729 950	CAMP WAPSIE	2,274.13	266.65	0.00	2,007.48
21 7053 729 950	BREAKFAST CLUB	1,020.58	0.00	0.00	1,020.58
21 7079 729 950	CLASS OF 2024	3,301.73	12.99	120.00	3,408.74
21 7080 729 950	CLASS OF 2025	2,953.67	1,502.42	1,110.00	2,561.25
21 7081 729 950	CLASS OF 2026	587.10	0.00	0.00	587.10
21 7082 729 950	CLASS OF 2027	161.72	0.00	0.00	161.72
21 8000 729 910	ANNUAL	7,581.92	0.00	0.00	7,581.92
21 8001 729 910	BUCCANEER CLUB	488.86	109.57	0.00	359.29
21 8004 729 910	INTEREST	4,069.26	0.00	476.69	4,545.95
21 9042 729 950	TRAPSHOOTING	0.00	0.00	0.00	0.00
Fund Total: 21		118,859.34	26,177.10	12,203.81	104,886.05

RECEIPTS

	MONTH	PRIOR RECEIPT	YEAR TO DATE
Student Breakfast	\$1,708.50	\$8,569.50	\$10,278.00
Student Lunch	\$9,100.95	\$80,599.26	\$89,700.21
Adult Breakfast	\$60.80	\$233.60	\$294.40
Adult Lunch	\$528.65	\$3,167.05	\$3,695.70
à la carte	\$5,953.95	\$23,660.95	\$29,614.90
Snacks	\$1,706.77	\$9,680.31	\$11,387.08
Federal Breakfast	\$2,157.10	\$10,571.82	\$12,728.92
Federal Lunch	\$12,169.74	\$60,410.28	\$72,580.02
State Breakfast	\$93.90	\$183.19	\$277.09
State Lunch	\$460.28	\$789.61	\$1,249.89
Supply Chain Assistance Funds	\$0.00	\$0.00	\$0.00
Other Revenues	\$37.62	\$3,280.98	\$3,318.60
Other Purchased Services	-\$501.62	-\$2,390.54	-\$2,892.16
Rebate	\$0.00	\$0.00	\$0.00
Interest	\$908.84	\$7,144.87	\$8,053.71
TOTAL INCOME	\$34,385.48	\$205,900.88	\$240,286.36



EXPENDITURES

	MONTH	PRIOR EXPENSE	YEAR TO DATE
Food	\$20,913.86	\$140,906.66	\$161,820.52
Supplies	\$505.48	\$6,312.42	\$6,817.90
Shared Contract	\$0.00	\$0.00	\$0.00
Purchased Services	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$57,983.51	\$57,983.51
Travel/Trainings	\$0.00	\$458.08	\$458.08
Other Expenses	\$117.90	\$192.00	\$309.90
Salaries	\$14,206.32	\$83,102.41	\$97,308.73
Benefits	\$4,633.10	\$29,647.72	\$34,280.82
TOTAL EXPENDITURES	\$40,376.66	\$318,602.80	\$358,979.46

DAYS MEALS SERVED	
July	0
August	7
September	19
October	20
November	15
December	15
January	17
February	20
March	17
April	20
May	0
June	0
TOTALS	150

BALANCE

	MONTH	PRIOR BALANCE	YEAR TO DATE
Beginning Balance	\$0.00	\$288,880.62	\$288,880.62
Income	\$34,385.48	\$201,893.37	\$236,278.85
Expenditures	\$40,376.66	\$277,208.61	\$317,585.27
FUND BALANCE	-\$5,991.18	\$208,269.32	\$207,574.20

MEALS SERVED

	MONTH	PRIOR BALANCE	YEAR TO DATE
Paid Student Breakfasts	1,127	6,692	7,819
Reduced Student Breakfasts	60	440	500
Free Student Breakfasts	835	4,921	5,756
Second Breakfasts	0	57	57
Adult Breakfasts	38	162	200
Student Guest Breakfasts	0	0	0
Complimentary Breakfasts	0	0	0
TOTAL BREAKFASTS SERVED	2,060	12,272	14,332
Paid Student Lunches	5,640	33,473	39,113
Reduced Student Lunches	381	2,561	2,942
Free Student Lunches	2,270	14,090	16,360
Second Lunches	1	5	6
Adult Lunches	109	786	895
Student Guest Lunches	0	0	0
Complimentary Lunches	0	0	0
TOTAL LUNCHES SERVED	8,401	27,726	59,316



LUNCH STATUS	FREE	REDUCED	PAID	TOTAL
	157	23	398	578

East Buchanan Community School District
Cash Summary Report

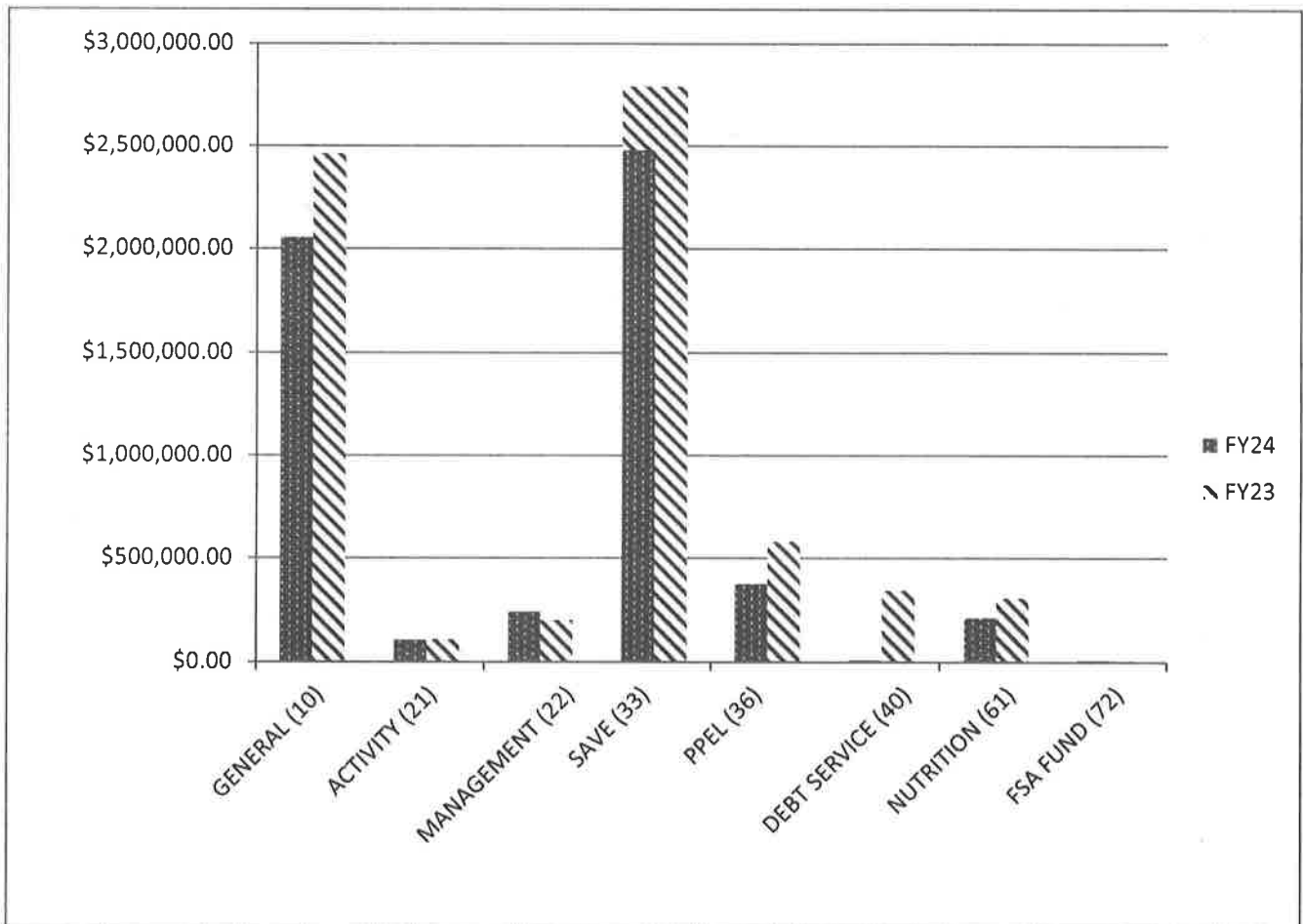
	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>	<u>Nov-23</u>	<u>Dec-23</u>
10-GENERAL FUND						
Beginning Balance	2,162,495.30	1,420,979.12	1,148,300.96	1,240,804.38	1,835,142.96	1,765,568.66
Revenue	465,881.19	896,466.06	708,380.39	1,237,573.30	605,093.42	461,953.52
Expenditures	1,207,397.37	1,169,144.22	615,876.97	643,234.72	674,667.72	663,826.63
Ending Balance	1,420,979.12	1,148,300.96	1,240,804.38	1,835,142.96	1,765,568.66	1,563,695.55
21-ACTIVITY FUND						
Beginning Balance	89,816.84	86,302.23	113,016.67	110,529.60	104,064.02	108,642.76
Revenue	354.22	31,744.31	13,937.51	6,304.98	26,598.82	12,835.71
Expenditures	3,868.83	5,029.87	16,424.58	12,770.56	22,020.08	18,614.71
Ending Balance	86,302.23	113,016.67	110,529.60	104,064.02	108,642.76	102,863.76
22-MANAGEMENT FUND						
Beginning Balance	203,146.70	23,245.04	22,169.27	64,064.50	128,679.24	119,018.69
Revenue	914.78	39.50	42,895.23	120,770.14	19,515.45	5,634.79
Expenditures	180,816.44	1,115.27	1,000.00	56,155.40	29,176.00	1,000.00
Ending Balance	23,245.04	22,169.27	64,064.50	128,679.24	119,018.69	123,653.48
33-SAVE						
Beginning Balance	2,794,533.64	2,673,630.79	2,446,860.19	2,514,681.58	2,546,015.78	2,555,677.28
Revenue	632,673.52	442,300.21	71,896.39	126,661.21	144,113.95	95,349.24
Expenditures	753,576.37	669,070.81	4,075.00	95,327.01	134,452.45	39,627.60
Ending Balance	2,673,630.79	2,446,860.19	2,514,681.58	2,546,015.78	2,555,677.28	2,611,398.92
36-PPEL						
Beginning Balance	459,321.82	461,072.82	379,912.47	422,201.57	567,369.92	594,113.34
Revenue	11,176.00	143,933.56	55,164.10	153,507.35	26,743.42	25,916.80
Expenditures	9,425.00	225,093.91	12,875.00	8,339.00	0.00	43,657.11
Ending Balance	461,072.82	379,912.47	422,201.57	567,369.92	594,113.34	576,373.03
40-DEBT SERVICE						
Beginning Balance	28,354.28	32,568.43	32,198.84	92,745.36	200,247.37	228,534.89
Revenue	412,564.15	204,305.41	60,546.52	170,370.76	91,156.27	21,091.61
Expenditures	408,350.00	204,675.00	0.00	62,868.75	62,868.75	12,480.00
Ending Balance	32,568.43	32,198.84	92,745.36	200,247.37	228,534.89	237,146.50
61-NUTRITION FUND						
Beginning Balance	288,880.62	288,586.31	252,706.00	251,076.66	240,913.04	230,087.33
Revenue	3,386.83	26,251.17	33,672.73	61,997.77	139,197.19	69,829.57
Expenditures	3,681.14	62,131.48	35,302.07	72,161.39	150,022.90	60,390.78
Ending Balance	288,586.31	252,706.00	251,076.66	240,913.04	230,087.33	239,526.12
less: Received on Acct	9,783.51	22,924.60	16,788.05	13,549.80	13,523.85	11,236.25
	278,802.80	229,781.40	234,288.61	227,363.24	216,563.48	228,289.87
72-FLEX SPENDING ACCT FUND						
Beginning Balance	6,775.52	7,182.29	6,153.17	4,899.50	5,308.02	6,275.21
Revenue (contributions)	1,936.83	1,936.83	2,721.83	2,721.83	2,721.83	3,894.71
Expenditures (claims)	1,530.06	2,965.95	3,975.50	2,313.31	1,754.64	2,733.92
Ending Balance	7,182.29	6,153.17	4,899.50	5,308.02	6,275.21	7,436.00
EMPLOYER'S PAYROLL EXPENSE:						
Gross Wages-hourly	62,307.13	25,227.85	55,664.36	110,095.32	106,990.57	107,966.98
Gross Wages-contract	317,070.77	313,413.98	336,342.87	339,706.34	342,325.51	339,024.36
	379,377.90	338,641.83	392,007.23	449,801.66	449,316.08	446,991.34
Employer paid deductions	55,817.66	53,599.78	60,493.48	69,004.33	63,553.96	63,539.92
Employer paid IPERS	33,779.66	31,069.52	36,124.69	41,162.19	41,450.09	38,936.99
Employer paid FICA	27,816.37	24,819.58	28,639.44	33,386.74	33,354.87	33,184.47
	117,413.69	109,488.88	125,257.61	143,553.26	138,358.92	135,661.38
TOTAL	496,791.59	448,130.71	517,264.84	593,354.92	587,675.00	582,652.72

East Buchanan Community School District
Cash Summary Report

	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>
10-GENERAL FUND				
Beginning Balance	1,563,695.55	1,621,916.39	1,525,180.07	1,416,678.90
Revenue	708,194.65	879,794.29	596,038.10	1,254,267.92
Expenditures	649,973.81	976,530.61	704,539.27	619,216.71
Ending Balance	<u>1,621,916.39</u>	<u>1,525,180.07</u>	<u>1,416,678.90</u>	<u>2,051,730.11</u>
21-ACTIVITY FUND				
Beginning Balance	102,863.76	112,432.24	119,034.71	118,859.34
Revenue	17,438.24	14,750.37	10,602.27	12,203.81
Expenditures	7,869.76	8,147.90	10,777.64	26,177.10
Ending Balance	<u>112,432.24</u>	<u>119,034.71</u>	<u>118,859.34</u>	<u>104,886.05</u>
22-MANAGEMENT FUND				
Beginning Balance	123,653.48	129,501.15	132,489.63	144,474.97
Revenue	6,847.67	3,988.48	12,985.34	96,504.34
Expenditures	1,000.00	1,000.00	1,000.00	1,000.00
Ending Balance	<u>129,501.15</u>	<u>132,489.63</u>	<u>144,474.97</u>	<u>239,979.31</u>
33-SAVE				
Beginning Balance	2,611,398.92	2,677,778.62	2,761,917.67	2,817,939.36
Revenue	66,379.70	84,139.05	60,021.69	152,936.77
Expenditures	0.00	0.00	4,000.00	180,000.00
Ending Balance	<u>2,677,778.62</u>	<u>2,761,917.67</u>	<u>2,817,939.36</u>	<u>2,790,876.13</u>
36-PPEL				
Beginning Balance	576,373.03	584,434.56	651,737.63	642,311.24
Revenue	11,053.91	72,509.39	18,066.31	133,750.19
Expenditures	2,992.38	5,206.32	27,492.70	401,157.32
Ending Balance	<u>584,434.56</u>	<u>651,737.63</u>	<u>642,311.24</u>	<u>374,904.11</u>
40-DEBT SERVICE				
Beginning Balance	237,146.50	247,309.98	253,850.74	267,681.53
Revenue	10,663.48	6,550.76	13,830.79	707,231.09
Expenditures	500.00	10.00	0.00	965,737.50
Ending Balance	<u>247,309.98</u>	<u>253,850.74</u>	<u>267,681.53</u>	<u>9,175.12</u>
61-NUTRITION FUND				
Beginning Balance	239,526.12	237,624.13	234,303.82	220,393.91
Revenue	54,926.04	97,026.55	60,266.80	53,993.28
Expenditures	56,828.03	100,346.86	74,176.71	62,501.76
Ending Balance	<u>237,624.13</u>	<u>234,303.82</u>	<u>220,393.91</u>	<u>211,885.43</u>
less: Received on Acct	13,529.60	11,889.67	11,983.77	8,597.72
	<u>224,094.53</u>	<u>222,414.15</u>	<u>208,410.14</u>	<u>203,287.71</u>
72-FLEX SPENDING ACCT FUND				
Beginning Balance	7,436.00	8,315.24	8,998.46	9,156.86
Revenue (contributions)	2,513.50	2,513.50	2,513.50	2,513.50
Expenditures (claims)	1,634.26	1,830.28	2,355.10	5,053.47
Ending Balance	<u>8,315.24</u>	<u>8,998.46</u>	<u>9,156.86</u>	<u>6,616.89</u>
EMPLOYER'S PAYROLL EXPENSE				
Gross Wages-hourly	100,278.82	104,786.14	117,360.25	99,733.56
Gross Wages-contract	331,272.54	328,229.21	315,819.20	320,647.55
	<u>431,551.36</u>	<u>433,015.35</u>	<u>433,179.45</u>	<u>420,381.11</u>
Employer paid deductions	66,409.77	62,671.48	64,158.64	64,041.72
Employer paid IPERS	39,127.99	39,528.41	39,311.50	39,072.73
Employer paid FICA	32,016.74	32,142.95	32,142.56	31,156.87
	<u>137,554.50</u>	<u>134,342.84</u>	<u>135,612.70</u>	<u>134,271.32</u>
TOTAL	<u>569,105.86</u>	<u>567,358.19</u>	<u>568,792.15</u>	<u>554,652.43</u>

CASH SUMMARY REPORT EAST BUCHANAN COMMUNITY SCHOOL April 2024

Fund Description	Beginning	Revenues	Expenditures	FY24	FY23	Difference
				Ending	End Balance	
GENERAL (10)	\$1,416,678.90	\$1,254,267.92	\$619,216.71	\$2,051,730.11	\$2,459,535.88	(\$407,805.77)
ACTIVITY (21)	\$118,859.34	\$12,203.81	\$26,177.10	\$104,886.05	\$107,604.43	(\$2,718.38)
MANAGEMENT (22)	\$144,474.97	\$96,504.34	\$1,000.00	\$239,979.31	\$200,115.92	\$39,863.39
SAVE (33)	\$2,817,939.36	\$152,936.77	\$180,000.00	\$2,790,876.13	\$2,791,055.93	(\$179.80)
PPEL (36)	\$642,311.24	\$133,750.19	\$401,157.32	\$374,904.11	\$577,675.82	(\$202,771.71)
DEBT SERVICE (40)	\$267,681.53	\$707,231.09	\$965,737.50	\$9,175.12	\$343,381.07	(\$334,205.95) *
NUTRITION (61)	\$220,393.91	\$53,993.28	\$62,501.76	\$211,885.43	\$305,873.24	(\$93,987.81)
FSA FUND (72)	\$9,156.86	\$2,513.50	\$5,053.47	\$6,616.89	\$6,006.63	\$610.26
TOTAL				\$5,790,053.15	\$6,791,248.92	(\$1,001,195.77)



*\$340,189.25 of the difference was for prepay levy

Certified Budget compared to Actual Revenues/Expenditures - All Funds

		FY24 Certified Budget	as of 4/30/2024	over / (under) budget	
Taxes Levied on Property	1	\$ 3,316,980.00	\$ 3,113,432.42		
Utility Replacement Excise Tax	2	\$ 44,118.00	\$ 31,733.86		
Income Surtaxes	3	\$ 151,599.00	\$ 194,600.04		
Tuition/Transportation Received	4	\$ 600,000.00	\$ 395,883.37		
Earnings on Investments	5	\$ 70,000.00	\$ 224,064.15		
Nutrition Program Sales	6	\$ 140,000.00	\$ 182,145.22		
Student Activities and Sales	7	\$ 181,000.00	\$ 102,140.76		
Other Revenues from Local Sources	8	\$ 110,000.00	\$ 197,405.23		
Revenue from Intermediary Sources	9	\$ -	\$ -		
State Foundation Aid	10	\$ 4,195,341.00	\$ 3,313,215.20		
Instructional Support State Aid	11	\$ 14,163.00	\$ -		
Other State Sources	12	\$ 780,000.00	\$ 684,705.11		
Commercial & Industrial State Replacement	13	\$ -	\$ -		
Title I Grants	14	\$ 70,000.00	\$ 29,126.58		
IDEA and Other Federal Sources	15	\$ 445,000.00	\$ 383,830.87		
Total Revenues	16	\$ 10,118,201.00	\$ 8,852,282.81		
General Long-Term Debt Proceeds	17	\$ -	\$ -		
Transfers In	18	\$ 312,355.00	\$ 306,355.00		
Proceeds of Fixed Asset Dispositions	19	\$ -	\$ 1,100.00		
Special Items/Upward Adjustments	20	\$ -	\$ -		
Total Revenues & Other Sources	21	\$ 10,430,556.00	\$ 9,159,737.81		
Beginning Fund Balance	22	\$ 5,190,063.43	\$ 5,190,063.43		
Total Resources	23	\$ 15,620,619.43	\$ 14,349,801.24		
*Instruction	24	\$ 5,828,000.00	\$ 4,231,323.79	\$ (1,596,676.21)	73%
Student Support Services	25	\$ 275,000.00	\$ 188,792.41		
Instructional Staff Support Services	26	\$ 650,000.00	\$ 376,353.24		
General Administration	27	\$ 390,000.00	\$ 369,163.62		
School/Building Administration	28	\$ 440,000.00	\$ 346,062.51		
Business & Central Administration	29	\$ 172,000.00	\$ 112,796.63		
Plant Operation and Maintenance	30	\$ 918,000.00	\$ 583,083.66		
Student Transportation	31	\$ 645,000.00	\$ 402,420.60		
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*Total Support Services (lines 25-32)	32A	\$ 3,490,000.00	\$ 2,378,672.67	\$ (1,111,327.33)	68%
*Noninstructional Programs	33	\$ 360,000.00	\$ 347,352.79	\$ (12,647.21)	96%
Facilities Acquisition and Construction	34	\$ 1,600,000.00	\$ 261,159.12		
Debt Service	35	\$ -	\$ 763,392.50		
AEA Support - Direct to AEA	36	\$ 307,083.00	\$ 223,135.20		
*Total Other Expenditures (lines 34-36)	36A	\$ 1,907,083.00	\$ 1,247,686.82	\$ (659,396.18)	65%
Total Expenditures	37	\$ 11,585,083.00	\$ 8,205,036.07		
Transfers Out	38	\$ 312,355.00	\$ 306,355.00		
Other Uses	39	\$ -	\$ -		
Total Expenditures & Other Uses	40	\$ 11,897,438.00	\$ 8,511,391.07	\$ (3,386,046.93)	
Ending Fund Balance	41	\$ 3,723,181.43	\$ 5,838,410.17		
Total Requirements	42	\$ 15,620,619.43	\$ 14,349,801.24	\$ (1,270,818.19)	

This report shows the district's progress towards staying on budget according to the certified budget published and approved. The expenditures with * must stay below the budgeted amount to avoid having to revise the budget by May 31st of each fiscal year. Revenues and expenses will continue for the fiscal year until the Certified Annual Report (CAR) is completed in September.

Certified Budget compared to Actual Budget - General Fund Only

		Certified Budget	YTD as of 4/30/24	
Taxes Levied on Property	1	\$ 2,144,212	\$ 2,012,645	94%
Utility Replacement Excise Tax	2	\$ 28,519	\$ 20,514	72%
Income Surtaxes	3	\$ 151,599	\$ 194,600	128%
Tuition\Transportation Received	4	\$ 600,000	\$ 395,883	66%
Earnings on Investments	5	\$ 30,000	\$ 68,592	229%
Nutrition Program Sales	6	\$ -	\$ -	0%
Student Activities and Sales	7	\$ 1,000	\$ 2,942	294%
Other Revenues from Local Sources	8	\$ 90,000	\$ 129,791	144%
Revenue from Intermediary Sources	9	\$ -	\$ -	0%
State Foundation Aid	10	\$ 4,195,341	\$ 3,313,215	79%
Instructional Support State Aid	11	\$ 14,163	\$ -	0%
Other State Sources	12	\$ 80,000	\$ 143,699	180%
Commercial & Industrial State Replacement	13	\$ -	\$ -	0%
Title I Grants	14	\$ 70,000	\$ 29,127	42%
IDEA and Other Federal Sources	15	\$ 275,000	\$ 251,877	92%
Total Revenues	16	\$ 7,679,834	\$ 6,562,884	85%
General Long-Term Debt Proceeds	17	\$ -	\$ -	0%
Transfers In	18	\$ -	\$ -	0%
Proceeds of Fixed Asset Dispositions	19	\$ -	\$ 550	0%
Special Items/Upward Adjustments	20	\$ -	\$ -	0%
Total Revenues & Other Sources	21	\$ 7,679,834	\$ 6,563,434	85%
Beginning Fund Balance	22	\$ 1,360,549	\$ 1,360,549	
Total Resources	23	\$ 9,040,383	\$ 7,923,983	
Instruction	24	\$ 5,300,000	\$ 3,575,916	67%
Student Support Services	25	\$ 275,000	\$ 188,792	69%
Instructional Staff Support Services	26	\$ 610,000	\$ 347,444	57%
General Administration	27	\$ 365,000	\$ 346,308	95%
School/Building Administration	28	\$ 440,000	\$ 338,063	77%
Business & Central Administration	29	\$ 172,000	\$ 112,797	66%
Plant Operation and Maintenance	30	\$ 665,000	\$ 448,244	67%
Student Transportation	31	\$ 420,000	\$ 292,949	70%
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Total Support Services (lines 25-32)	32A	\$ 2,947,000	\$ 2,074,595	70%
Noninstructional Programs	33	\$ -	\$ -	0%
Facilities Acquisition and Construction	34		\$ -	
Debt Service	35		\$ -	
AEA Support - Direct to AEA	36	\$ 307,083	\$ 223,135	
Total Other Expenditures (lines 34-36)	36A	\$ 307,083	\$ 223,135	73%
Total Expenditures	37	\$ 8,554,083	\$ 5,873,646	
Transfers Out	38	\$ 5,000	\$ -	
Other Uses	39			
Total Expenditures & Other Uses	40	\$ 8,559,083	\$ 5,873,646	
Ending Fund Balance	41	\$ 481,300	\$ 2,050,337	
Total Requirements	42	\$ 9,040,383	\$ 7,923,983	

MOTION TO APPROVE AMENDING THE CURRENT YEAR BUDGET

Policy 703.1

The board may amend the budget for the fiscal year in the event of unforeseen circumstances. The amendment procedures will follow the procedures for public review and adoption of the original budget by the board outlined in these policies.

It is the responsibility of the superintendent and the board secretary to bring any budget amendments necessary to the attention of the board to allow sufficient time to file the amendment with the county auditor no later than May 31 of each year.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
EAST BUCHANAN School District Fiscal Year July 1, 2023 - June 30, 2024				
The EAST BUCHANAN School District will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024				
Meeting Date/Time: 5/8/2024 05:00 PM		Contact: Teresa Knipper		Phone: (319) 935-3660 ext: 2106
Meeting Location: East Buchanan CSD - Library 414 5th St N Winthrop IA 50682				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
EXPENDITURES	Total Budget as Certified or Last Amended	Amendment Increase	Total Budget After Current Amendment	Reason
Instruction	5,828,000	89,000	5,917,000	Cost and personnel increases.
Total Support Services	3,490,000	12,000	3,502,000	Cost and personnel increases.
Noninstructional Programs	360,000	66,350	426,350	Cost and personnel increases.
Total Other Expenditures	1,907,083	155,529	2,062,612	Bond payments were omitted from budget when adopted and change in use of SAVE for capital improvements
Total	11,585,083	322,879	11,907,962	

___ county auditor
 ___ DoMgmt

FY25 BUDGET ADJUSTMENT RESOLUTION

The amount as calculated for FY25 is \$0.00; however, it is in the best interest of the district to approve this resolution due to unforeseen circumstances.

From IASB: Gives the district more authority than straight funding formula calculation to help offset lost enrollment. One-year buffer; More than one year, budget reductions are on the horizon.

"I move that the board levy property taxes for the FY25 regular program budget adjustment as allowed under section 257.14, Code of Iowa."

Motion by: _____

Second by: _____

President: *"RESOLVED, that the Board of Directors of East Buchanan Community School District, will levy property taxes for fiscal year 2024-2025 for the regular program budget adjustment as allowed under section 257.14, Code of Iowa."*

____ email minutes to DOM

2024– 2025 JOINT SHARING AGREEMENT

The Joint Sharing Agreement (the “Agreement”) is between the East Buchanan Community School District, (hereinafter referred to as East Buchanan), and the Alburnett Community School District, (hereinafter referred to as Alburnett).

1. **PURPOSE OF THE AGREEMENT:** This agreement is to employ one Director of Transportation for both East Buchanan and Alburnett.
2. **AUTHORITY:** This agreement is entered into under the authority of the Iowa Code 28E and section 280.15 (2003). This joint undertaking shall be administered by the Superintendents and respective School Board Secretaries (where appropriate) in compliance with Iowa Code 28E (6) and at the direction of the two Boards.
3. **TERM:** This agreement is for the period commencing July 1, 2024, and terminating June 30, 2025. This Agreement can be dissolved by either party in writing by April 30th of the current contracted year and as set forth in paragraph 11.
4. **APPOINTMENT:** The Director of Transportation, pursuant to this Agreement shall be the current Director of Transportation of East Buchanan.
5. **COMPENSATION/EXPENSE REIMBURSEMENT:**
 - a) Alburnett shall reimburse East Buchanan 20% of the annual salary and benefit package for the Director of Transportation service during each year of the term of this Agreement including salary and benefit package consisting of FICA; IPERS; life, health, disability insurance premiums; physical examination; annuity; and professional dues. The actual final expense incurred in paying the Director of Transportation’s salary and benefit package for each year of this Agreement will be certified by East Buchanan and Alburnett by June 1, said year. By June 30, same year Alburnett will pay any amount owed for its share in its 20%.
 - b) East Buchanan will advance all training registration fees and related expenses and other memberships/subscriptions maintained by the Director of Transportation throughout the term of the agreement. East Buchanan will submit a bill to Alburnett monthly during the term of this Agreement. No later than June 1, of each contract year a final bill for reimbursement of 20% of the cost of these expenditures should be presented to close out the year. Payment by East Buchanan will be due at the end of each month with a final payment of all outstanding certified expenditures by June 30.

- c) The parties will share the related expenses of the Director of Transportation pursuant to the terms of this Agreement unless the expenses benefit only one school district, in which case the district reaping the benefit shall pay for the expense. Any expense incurred by one district for which the other district should pay its percentage share shall be certified by June 1, of said year by the paying party and reimbursed by the other party by June 30, of said year.
- d) Alburnett agrees to pay the current State of Iowa mileage rate. The Director of Transportation is responsible to keep accurate records of all district related mileage and provide this documentation for reimbursement.
- e) In the event of a disagreement regarding expenses and sharing or apportionment of expenses, the Superintendents of the two school districts will attempt to resolve the dispute.
6. DUTIES OF THE DIRECTOR OF TRANSPORTATION: The Director of Transportation of East Buchanan and Alburnett shall serve each school district and shall have such powers, duties, responsibilities and obligations in relationship to each district as prescribed by all the accepted job description, local board policies and regulations, and the direction of both Superintendents. A copy of his/her contract is attached. The Director of Transportation shall, at all times, conduct himself in a professional manner in accordance with established professional standards applicable.
7. CONTRACTING AND PAYROLL RESPONSIBILITIES: East Buchanan will be the employer of the Director of Transportation for the purpose of rights and obligations under the Iowa Code and for the purposes of complying with federal and state laws related to employment. East Buchanan will manage payroll, accounting and contractual functions relevant to this position, with the sharing of expenses as hereinbefore set out. East Buchanan agrees that Alburnett can assist in negotiating terms of employment with the Director of Transportation. However, the final decision regarding terms of employment shall belong to East Buchanan. The salary and benefits costs directly related to sharing the Director of Transportation shall be borne on a 20% / 80% basis and paid in accordance with Paragraph 5 hereof. It is anticipated that the costs of the term of this Agreement shall be approximately those set forth in Appendix A of this Agreement. Unanticipated employment and related costs, or costs exceeding those set forth in Appendix A for fringe benefits, shall be borne on a 20% / 80% basis by the parties, and paid as required by Paragraph 5 hereof.

8. **LIABILITY COVERAGE:** Each district shall cover the Director of Transportation under its liability insurance policy.
9. **EVALUATION AND TERMINATION OF EMPLOYMENT:** East Buchanan and Alburnett will each provide an annual evaluation of the Director of Transportation. East Buchanan and Alburnett will provide input as to the Director of Transportation's performance directly to the Superintendent of the other partnering school district. Only East Buchanan may make the decision to terminate the employment of the Director of Transportation.
10. **DISTRICT TIME ALLOCATION:** A time allocation of 20% shall be the general understanding of the parties regarding actual time to be allocated through physical presence, phone calls, email, and actual time spent on district related business by the Transportation Director. It is understood by the parties that a certain amount of flexibility needs to be exercised in this regard, and that certain duties will be performed by the Director of Transportation while physically located in the other district.
11. **TERMINATION OF JOINT SHARING AGREEMENT:** This Agreement may be terminated by mutual consent of the two districts at any time. It may also be terminated by either party upon ninety days written notice to the other party.

IN WITNESS THEREOF, the parties sign this Agreement on the date approved by their respective boards.

EAST BUCHANAN COMMUNITY SCHOOL DISTRICT

BY: _____
BOARD PRESIDENT

DATE: _____

ALBURNETT COMMUNITY SCHOOL DISTRICT

BY: *Jason Williams*
BOARD PRESIDENT

DATE: 4/15/2024

CR GLASS CO.

625 C Avenue NE
CEDAR RAPIDS, IA 52401
PHONE (319) 363-9624 FAX (319) 363-9629

Date: Wednesday, April 24, 2024
Re: East Buch Sliding Windows
Location: 414 5th St N
Attn: Estimating

Scope of Work

Furnish and install material for the following sections in openings prepared by others. See the below notes and exclusions for specific project details.

Notes:

Quote is for installation of 17 Mon-Ray 630 Fixed Frames and 17 Mon-Ray 650 Sliders. Frames will be anodized aluminum to match what is currently installed. Units will have a fixed 2" Mapes panel in the top opening and sliders with vertical mullions down the center vertically. Windows shall be come factory glazed with 1/8" clear annealed glass with Cardinal i89 Low-E Hard Coat on the #3 surface, exterior glass will be factory glazed 1/8" clear annealed. All 17 will have half screen inserts with charcoal fiberglass 18 x 14 mesh cloth to the outside of the operating sash. Frames will come as a single delivery to the school from Mon-Ray. Mapes panels will be 2" Mapes-R Infill Panels. The exterior will be standard 2-coat kynar embossed, substrate- corelite HD corrugated plastic with a core of polyisocyanurate. With the same make up on the inner layer. Dimensions are based off of Mon-Rays regional manager that did a site visit to get measurements.

Exclusions:

Final Cleaning	Demolition	Window Mock Up
Aluminum Door Hardware	Automatic Operators	Bathroom Mirrors
Temp Enclosures - Installation and Removal	Window Blind Reinforcing	Wood Blocking
Replacement of Warranty Glass	Fire Stopping & Fire Caulking	Field Tests
Flashing Not Called Out In Scope Drawings	Structural Calculations	Air Barriers
Insulation Anywhere But At Spandrel Area	Application of Wood Door Stops	Display Cases
Window Forced Entry Requirements	Final Keying	

No glass breakage warranty is included with this pricing.

Note: This bid assumes that the architect has done adequate design research and has requested pricing on systems that meet all local and regional codes and are structurally attainable. CR Glass takes no responsibility for any costs associated with materials shown or designed which do not meet code or can not be installed as shown on the architectural drawings.

Quote Valid for 15 Days

Base Bid: \$ 148,500.00 Tax Included

Alternate #1 Bid

Add: \$ - Tax Included

Alternate #2 Bid

Add: \$ - Tax Included

Five Star Telecom Inc.

Phone: 608.796-9088
 Fax: 608.519-3599
 5136 Mormon Coulee Rd
 La Crosse, WI 54601



Quote
 No.: **28140**
 Date: **3/19/2024**

Prepared for:
 Kevin Hesner
 East Buchanan Community Schools
 414 5th Street North
 Winthrop, IA 50682 U.S.A.

Prepared by: Alex Bluske
 Account No.: 8469
 Phone: (319) 935-3367

Quantity	Item ID	Description	UOM	Sell	Total
High School					
Verkada Cameras / DA with 10-Year Licensing					
See Job Scope for Details					
19	CM42-256-HW	Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	EA	\$478.12	\$9,084.28
3	CH52-1TBE-HW	CH52 Outdoor Multi -Sensor Dome Camera, 1TB, 30 days Max	EA	\$2,461.72	\$7,385.16
3	ACC-POE-60W	Verkada PoE++ (802.3bt) Injector, GigE	EA	\$101.92	\$305.76
3	ACC-MNT-2	Arm Mount Kit	EA	\$60.88	\$182.64
3	ACC-MNT-8	Pendant Cap Mount Kit	EA	\$47.20	\$141.60
3	ACC-MNT-CORNER-1	Corner Mount	EA	\$136.12	\$408.36
3	ACC-MNT-MJBOX-1	Mini Junction Box Mount	EA	\$54.04	\$162.12
19	LIC-CAM-10Y	10 Year License	EA	\$1,230.52	\$23,379.88
3	LIC-CH52-10Y	10-Year CH52 Multisensor Camera License	EA	\$3,692.92	\$11,078.76
1	LIC-VX-10Y	10 Year VX License	EA	\$0.00	\$0.00
1	VX52-HW	Viewing Station Streams Up To 150 Cameras	EA	\$0.00	\$0.00
5	AD33-HW	AD33 Multi-Format Card Reader	EA	\$238.72	\$1,193.60
1	AC42-HW	AC42 4 Door Controller	EA	\$1,230.52	\$1,230.52
1	ACC-BAT-4AH	4AH Battery Backup	EA	\$88.24	\$88.24
5	LIC-AC-10Y	10 Year Door License	EA	\$1,367.32	\$6,836.60

Five Star Telecom Professional Installation and Service Support

Complete Installation and Testing

Your Price:	\$84,107.79
Freight:	\$621.00
SubTotal:	\$84,728.79
Total:	\$84,728.79

Prices are firm until 4/18/2024

Terms: 50% on Signing, 40% on Delivery, 10% on Completion

Prepared by: Alex Bluske, abluske@5startel.com

Date: 3/19/2024

JOB SCOPE

Security Cameras

- 1. Installation of 10 category 6 cables for IP cameras
 - a. 4 locations of 1 to route to cabling closet C-WC
 - b. 6 locations of 1 to route to cabling closet B-WC
- 2. Supply and install 19 CM42 dome style cameras on 1st floor.
- 3. Supply and install 3 CH52 Multisensor cameras on 1st floor.
- 4. Supply and Apply 22 10-year Verkada camera licenses.
- 5. Installation of 1 VX52 Verkada Viewing Station
- 6. Supply and Apply 1 10-year Verkada Viewing Station licenses
- 7. Installation of 1 category 6 cable for viewing station
 - a. Confirm location with owner

Door Access

- 1. Installation of 5 Access Control cables for new Access Controlled doors.
- 2. Installation of door hardware on 6 doors.
- 3. Installation of 5 AD33 Verkada Card Readers.
- 4. Installation of 1 AC42 4 Door Controllers in C-WC.
- 5. Application of 5 10-year Verkada Door licenses.
- 6. Supply 40 Keyfobs.

Please note

- 1. Price assumes all existing camera cabling to be reused is in good working condition.
- 2. Price assumes all existing door access cabling is in good working condition.
- 3. Price assumes existing door hardware to be reused is in good working condition.
- 4. Existing doors that have door access will not have full functionality of the Verkada door access system due to existing infrastructure.
- 5. Verkada Cameras require POE ports from customer
- 6. Quote is only valid with Elementary Q28118 and Middle School Q28117

Accepted by: _____ Date: _____

Disclaimer

The above price, specifications and conditions are satisfactory. You are authorized to do the work described, payment will be made as indicated above. Cancellation of this proposal once accepted as an order is subject to restocking charges of 15% of contract price. Seller shall not be liable for failure to deliver due to strikes, casualty, loss or delay of carriers of suppliers. Unless Specified otherwise on proposal, all new products are warranted to be free from defects in material and workmanship for one year following date of installation. Defective equipment will be repaired or replaced at Five Star Telecom's option without charge during normal working hours. (Normal workday 8:00 A.M. – 4:30 P.M. Monday-Friday excluding Holidays.) Any service performed after hours shall be subject to a minimum of 2 hour labor charge and overtime rates of time and a half. This warranty does not apply to equipment subject to misuse, abuse, tampering, negligence, accidents, unsuitable electrical conditions, lightning, or forces of nature. Any call for service not directly caused by the failure of equipment provided by Five Star Telecom shall be subject to service charges. Equipment moved or serviced by anyone other than an authorized Five Star Telecom representative shall void warranty. This agreement bears Interest on any unpaid balance at the rate of 18% per year

Five Star Telecom Inc.

Phone: 608.796-9088
 Fax: 608.519-3599
 5136 Mormon Coulee Rd
 La Crosse, WI 54601



Quote
 No.: **28117**
 Date: **3/14/2024**

Prepared for:
 Kevin Hesner
 East Buchanan Community Schools
 414 5th Street North
 Winthrop, IA 50682 U.S.A.

Prepared by: Alex Bluske
 Account No.: 8469
 Phone: (319) 935-3367

Quantity	Item ID	Description	UOM	Sell	Total
Middle School					
Verkada Cameras / DA with 10-Year Licensing					
See Job Scope for Details					
16	CM42-256-HW	Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	EA	\$478.12	\$7,649.92
1	CH52-1TBE-HW	CH52 Outdoor Multi -Sensor Dome Camera, 1TB, 30 days Max	EA	\$2,461.72	\$2,461.72
1	ACC-POE-60W	Verkada PoE++ (802.3bt) injector, GigE	EA	\$101.92	\$101.92
1	ACC-MNT-2	Arm Mount Kit	EA	\$60.88	\$60.88
1	ACC-MNT-8	Pendant Cap Mount Kit	EA	\$47.20	\$47.20
1	ACC-MNT-CORNER-1	Corner Mount	EA	\$136.12	\$136.12
2	ACC-MNT-MJBOX-1	Mini Junction Box Mount	EA	\$54.04	\$108.08
16	LIC-CAM-10Y	10 Year License	EA	\$1,230.52	\$19,688.32
1	LIC-CH52-10Y	10-Year CH52 Multisensor Camera License	EA	\$3,692.92	\$3,692.92
2	AD33-HW	AD33 Multi-Format Card Reader	EA	\$238.72	\$477.44
1	AC42-HW	AC42 4 Door Controller	EA	\$1,230.52	\$1,230.52
1	ACC-BAT-4AH	4AH Battery Backup	EA	\$88.24	\$88.24
2	LIC-AC-10Y	10 Year Door License	EA	\$1,367.32	\$2,734.64

Five Star Telecom Professional Installation and Service Support

Complete Installation and Testing

Your Price:	\$58,662.75
Freight:	\$500.00
SubTotal:	\$59,162.75
Total:	\$59,162.75

Prices are firm until 4/13/2024

Terms: 50% on Signing, 40% on Delivery, 10% on Completion

Prepared by: Alex Bluske, abluske@5startel.com

Date: 3/14/2024

JOB SCOPE

Security Cameras

- 1. Installation of 12 category 6 cables for IP cameras
 - a. 5 locations of 1 to route to cabling closet C-WC
 - b. 3 locations of 1 to route to cabling closet B-WC
 - c. 4 locations of 1 to route to cabling closet G-WC
- 2. Supply and install 10 CM42 dome style cameras on 1st floor.
- 3. Supply and install 1 CH52 Multisensor cameras on 1st floor.
- 4. Supply and install 6 CM42 dome style cameras on 3rd floor.
- 5. Supply and Apply 17 10-year Verkada camera licenses.

Door Access

- 1. Installation of 2 Access Control cables for new Access Controlled doors.
- 2. Installation of door hardware on 2 doors.
- 3. Installation of 2 AD33 Verkada Card Readers.
- 4. Installation of 1 AC42 4 Door Controllers in C-WC.
- 5. Application of 2 10-year Verkada Door licenses.
- 6. Supply 40 Keyfobs.

Please note

- 1. Price assumes all existing camera cabling to be reused is in good working condition.
- 2. Price assumes all existing door access cabling is in good working condition.
- 3. Price assumes existing door hardware to be reused is in good working condition.
- 4. Existing doors that have door access will not have full functionality of the Verkada door access system due to existing infrastructure.
- 5. Verkada Cameras require POE ports from customer
- 6. Quote is only valid with Elementary Q28118 and High School Q28116

Accepted by: _____ Date: _____

Disclaimer

The above price, specifications and conditions are satisfactory. You are authorized to do the work described, payment will be made as indicated above. Cancellation of this proposal once accepted as an order is subject to restocking charges of 15% of contract price. Seller shall not be liable for failure to deliver due to strikes, casualty, loss or delay of carriers of suppliers. Unless Specified otherwise on proposal, all new products are warranted to be free from defects in material and workmanship for one year following date of installation. Defective equipment will be repaired or replaced at Five Star Telecom's option without charge during normal working hours. (Normal workday 8:00 A.M. – 4:30 P.M. Monday-Friday excluding Holidays.) Any service performed after hours shall be subject to a minimum of 2 hour labor charge and overtime rates of time and a half. This warranty does not apply to equipment subject to misuse, abuse, tampering, negligence, accidents, unsuitable electrical conditions, lightning, or forces of nature. Any call for service not directly caused by the failure of equipment provided by Five Star Telecom shall be subject to service charges. Equipment moved or serviced by anyone other than an authorized Five Star Telecom representative shall void warranty. This agreement bears interest on any unpaid balance at the rate of 18% per year

Five Star Telecom Inc.

Phone: 608.796-9088
 Fax: 608.519-3599
 5136 Mormon Coulee Rd
 La Crosse, WI 54601



Quote
 No.: **28118**
 Date: 3/14/2024

Prepared for:
 Kevin Hesner
 East Buchanan Community Schools
 414 5th Street North
 Winthrop, IA 50682 U.S.A.

Prepared by: Alex Bluske
 Account No.: 8469
 Phone: (319) 935-3367

Quantity	Item ID	Description	UOM	Sell	Total
Elementary					
Verkada Cameras / DA / Guest with 10-Year Licensing					
See Job Scope for Details					
15	CM42-256-HW	Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	EA	\$478.12	\$7,171.80
1	CH52-1TBE-HW	CH52 Outdoor Multi -Sensor Dome Camera, 1TB, 30 days Max	EA	\$2,461.72	\$2,461.72
1	ACC-POE-60W	Verkada PoE++ (802.3bt) injector, GigE	EA	\$101.92	\$101.92
1	ACC-MNT-2	Arm Mount Kit	EA	\$60.88	\$60.88
1	ACC-MNT-8	Pendant Cap Mount Kit	EA	\$47.20	\$47.20
1	ACC-MNT-CORNER-1	Corner Mount	EA	\$136.12	\$136.12
2	ACC-MNT-MJBOX-1	Mini Junction Box Mount	EA	\$54.04	\$108.08
1	VX52-HW	Viewing Station Streams Up To 150 Cameras	EA	\$341.32	\$341.32
1	LIC-VX-10Y	10 Year VX License	EA	\$2,735.32	\$2,735.32
15	LIC-CAM-10Y	10 Year License	EA	\$1,230.52	\$18,457.80
1	LIC-CH52-10Y	10-Year CH52 Multisensor Camera License	EA	\$3,692.92	\$3,692.92
5	AD33-HW	AD33 Multi-Format Card Reader	EA	\$238.72	\$1,193.60
2	AC42-HW	AC42 4 Door Controller	EA	\$1,230.52	\$2,461.04
2	ACC-BAT-4AH	4AH Battery Backup	EA	\$88.24	\$176.48
1	ACCX-TBL-1	10.2 Inch iPad 64GB	EA	\$394.80	\$394.80
1	ACCX-TBL-STD-1	iPad Stand	EA	\$46.80	\$46.80
5	LIC-AC-10Y	10 Year Door License	EA	\$1,367.32	\$6,836.60
1	LIC-WP-10Y	10 Year Workplace License	EA	\$24,624.00	\$24,624.00
1	ACCX-PRT-LBL-1	Labels for Brother QL-820NWB, Qty 200, Color White	EA	\$22.80	\$22.80
1	ACCX-PRT-1	Brother QL-820NWB Label Printer	EA	\$298.80	\$298.80

Five Star Telecom Professional Installation and Service Support

Complete Installation and Testing

Quote
No.: **28118**
Date: 3/14/2024

Your Price:	\$84,924.36
Freight:	\$500.00
SubTotal:	\$85,424.36
Total:	\$85,424.36

Prices are firm until 4/13/2024

Terms: 50% on Signing, 40% on Delivery, 10% on Completion

Prepared by: Alex Bluske, abluske@5startel.com

Date: 3/14/2024

JOB SCOPE

Security Cameras

1. Installation of 14 category 6 cables for IP cameras
 - a. 10 locations of 1 to route to cabling closet F-WC
 - b. 1 locations of 1 to route to cabling closet B-WC
 - c. 3 location of 1 to route to cabling closet H-WC
2. Supply and install 12 CM42 dome style cameras on 1st floor.
3. Supply and install 1 CH52 Multisensor cameras on 1st floor.
4. Supply and install 3 CM42 dome style cameras on 2nd floor.
5. Supply and Apply 16 10-year Verkada camera licenses.
6. Installation of 1 category 6 cable for Verkada Viewing Station in the front office.
- 7 Supply and install 1 Verkada Viewing Station.
8. Supply and Apply 1 10-year Verkada Viewing Station license.

Door Access

1. Installation of 5 AD33 Verkada Card Readers.
2. Installation of 2 AC42 4 Door Controllers in F-WC.
3. Application of 5 10-year Verkada Door licenses.
4. Installation of door hardware on 3 doors.
5. Supply 30 Keyfobs.

Verkada Guest

1. Installation of 1 iPad and stand for Verkada Guest.
2. Supply and Apply 1 Verkada Guest license.

Please note

1. Price assumes all existing camera cabling to be reused is in good working condition.
2. Price assumes all existing door access cabling is in good working condition.
3. Price assumes existing door hardware to be reused is in good working condition.
4. Existing doors that have door access will not have full functionality of the Verkada door access system due to existing infrastructure.
5. iPad for Verkada Guest requires Wi-Fi
6. Verkada Cameras require POE ports from customer
7. Quote is only valid with Middle Q28117 and High School Q28116

Accepted by: _____ **Date:** _____

Disclaimer

The above price, specifications and conditions are satisfactory. You are authorized to do the work described, payment will be made as indicated above. Cancellation of this proposal once accepted as an order is subject to restocking charges of 15% of contract

price. Seller shall not be liable for failure to deliver due to strikes, casualty, loss or delay of carriers of suppliers. Unless Specified otherwise on proposal, all new products are warranted to be free from defects in material and workmanship for one year following date of installation. Defective equipment will be repaired or replaced at Five Star Telecom's option without charge during normal working hours. (Normal workday 8:00 A.M. – 4:30 P.M. Monday-Friday excluding Holidays.) Any service performed after hours shall be subject to a minimum of 2 hour labor charge and overtime rates of time and a half. This warranty does not apply to equipment subject to misuse, abuse, tampering, negligence, accidents, unsuitable electrical conditions, lightning, or forces of nature. Any call for service not directly caused by the failure of equipment provided by Five Star Telecom shall be subject to service charges. Equipment moved or serviced by anyone other than an authorized Five Star Telecom representative shall void warranty. This agreement bears interest on any unpaid balance at the rate of 18% per year



Midwest Alarm Services
 3001 99th Street
 Urbandale, IA 50322
 (515)400-4049
 www.midwestalarmservices.com

Cedar Rapids 501 1st St SW, Cedar Rapids, IA 52402 Ph (319)362.3625

Midwest Alarm Services Basic Agreement

Midwest Alarm Services. ("Midwest") agrees to furnish CUSTOMER with installation and services described below:

INFORMATION	
Billing Name ("CUSTOMER"): East Buchanan School Billing Address: 414 5th St North Billing City, State, Zip: Winthrop, IA 50682 Contact Name: Dan Fox Phone Number: 319-935-3660	Site Name ("Premises"): East Buchanan School Site Address: 414 5th St North Site City, State, Zip: Winthrop, IA 50682 Email Address: dfox@dunkertonschools.org Salesperson: Dylan Miller
EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")	
The following Equipment to be Midwest Owned or CUSTOMER Owned under this Agreement:	The following Services to be provided under this Agreement:
Fire - CUSTOMER Owned <div style="text-align: right;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>	Open Path <input type="checkbox"/> Other <input type="checkbox"/> Inspections <input type="checkbox"/> Fire Alarm <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
INSTALLATION PRICE AND PAYMENT SUMMARY	
Total Installation Price: <u>\$ See Quotes</u> (Plus applicable taxes) Deposit Due at Signing: <u>\$ NA</u> Balance Due Upon Completion: <u>\$ NA</u> Midwest reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	Service Charge: Annual <input checked="" type="checkbox"/> <u>\$ 13915.44</u> (Plus applicable taxes) Initial Term: <u>60 months</u> <input type="checkbox"/> Billing Cycle: <u>Annually</u> Monthly service charge is due in advance of each billing cycle.
SCOPE OF WORK	
<ul style="list-style-type: none"> - Annual Fire Alarm inspection per the NFPA 72 annual investment - \$1012.44 - Annual OpenPath Card Access Software Cost - \$2700.00 - Annual AVA Video Surveillance Cloud Access Cost - \$10,203.00 	

Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. Midwest may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase. However, if CUSTOMER notifies Midwest in writing within thirty (30) days after the effective date of the increased charges that CUSTOMER is unwilling to pay the increased charges, Midwest will, at its sole option, either terminate this Agreement as if the term had expired or, in the alternative, continue the prior charges and will allow this Agreement to remain in full force and effect without further notice. Failure to notify Midwest in writing within thirty (30) days after the effective date of the increased charges will constitute CUSTOMER's acceptance of such increased charges.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of Midwest.
6. When this Agreement includes cellular communicator futureproof protection, Midwest will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, Midwest will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by Midwest technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes Midwest to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. Midwest is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, internet and service charges for internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. Midwest shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER's premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify Midwest of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any Midwest Service Agreement. Midwest recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to Midwest. CUSTOMER shall be liable for attorney's fees and costs incurred by Midwest to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, Midwest shall have no further obligation to perform under this Agreement and may remove any Midwest owned equipment or alternately abandon all or any portion of the System.
10. Midwest hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, Midwest will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than Midwest, or any other cause other than normal wear and tear. MIDWEST MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Midwest does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Midwest is not liable for consequential or incidental damages.
11. Midwest, its representatives, successors, assigns, suppliers and/or the manufacturers of the Equipment used by Midwest (collectively "Midwest / SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER's property or value of the contents thereon. Midwest/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if Midwest/SUPPLIERS is found liable for loss or damage due to failure of Midwest/SUPPLIERS to perform any of the obligations herein, SUCH LIABILITY SHALL BE LIMITED TO THE SUM, AS APPLICABLE, OF THE TOTAL INSTALLATION PRICE STATED ON PAGE 1 OF THIS AGREEMENT AND THE TOTAL MONTHLY SERVICE CHARGES FOR THE INITIAL TERM OF THIS AGREEMENT. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of Midwest/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein are reflected in the pricing of the System to be provided by Midwest to CUSTOMER hereunder.
12. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Midwest/SUPPLIERS, FROM ANY LOSS, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ON ACCOUNT OF ANY CLAIM FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) BY ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE OPERATION OR NONOPERATION OF THE SYSTEM, UNLESS MIDWEST/SUPPLIERS WAS GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases Midwest/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to Midwest to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against Midwest/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against Midwest/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against Midwest/SUPPLIERS.
15. This instrument contains the entire Agreement between CUSTOMER and Midwest with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of Midwest, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by Midwest in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND Midwest to be binding.
18. Midwest shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

NOTICE OF RIGHT TO CANCEL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by Midwest of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Midwest at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of Midwest regarding the return shipment of the goods at Midwest's expense and risk. If you make the goods available to Midwest and Midwest does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Midwest, or if you agree to return the goods to Midwest and fail to do so, then you remain liable for performance of all obligations under this Agreement.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed: _____
SIGNATURE
TITLE
DATE

Approved:
 Midwest Alarm Services

Signed: _____ Date: _____

System installed and operative this _____ day of _____, 20_____.



Midwest Alarm Services
 225 5th Ave SW Cedar Rapids, IA 52404
 Phone:
 Rep: Dylan Miller
 Email: Dylan.Miller@mw-as.com

Quote

Quote# Q70329

Date 9/15/23

Quote To:
 East Buchanan School
 414 5th St N
 Winthrop, IA 50682
 Card Access

Midwest Alarm Services is pleased to provide a quotation for this project as indicated in the following list of equipment and services:

Qty	Description
11	Card Reader, Standard Mount
22	9600-12/24-630
1	4 Door Control Panel w/Power Supply
1	8 Door Control Panel w/Power Supply

- Scope Of Work: Midwest Alarm Services is responsible for the supply of material, final installation, and final programming of the system. We are not responsible for cosmetic correction should that be necessary.
- Our Electrical Contractor is responsible for pulling cable/wire to device locations.
- We reserve the right to adjust final invoice due to unforeseen circumstances causing additional material, installation, and/or programming to be necessary.
- This price is guaranteed for 30 days.
- Project quotation does not include applicable taxes.
- Shipping costs are included.
- Midwest Alarm Services cannot be held liable for manufacturing delays for equipment provided as part of this quote.
- Midwest Alarm Services reserves the right to substitute alternative equipment as needed to attempt to meet project and customer deadlines.
- Any additional cost associated with substituting alternative equipment or manufacturer price increases after the date of order will be negotiated with the customer.
- This quote includes pre-installation support to the installer to assist with proper terminations and the startup of the equipment. Midwest Alarm Services will provide system configuration, programming and checkout and provide necessary documentation and code compliant certification. Operating instructions will also be provided to the owner. This quotation does not include system cable, conduit, device back boxes, or the installation of equipment.
- This quotation is based upon plans and specifications available on the day and at the time of the bid. Any changes, advertised or not, after the bid date and time are not included in this quotation. Upon request, a quotation will be provided for the additional work for approval.
- Warranty is not in effect until the system is paid for. Warranty is performed only on Monday through Friday from 8 AM to 5 PM. Warranty begins on the day of the first beneficial use of the equipment.
- Payment terms are: Net 30 days. Credit hold is applied at 60 days. Mechanics Liens on project are filed before 90 days.
- Any shortages of equipment shipped directly to the purchaser must be reported within two weeks of delivery. Midwest Alarm Services will not be responsible for shortages of product if not reported within two weeks of receipt.
- This Midwest Alarm Services quote/agreement is not with the building owner in most cases, and as such, this quote is not an "if paid or when paid" agreement with a contractor.
- For any additions to an existing system, unless clearly specified differently, it is assumed that the existing system is fully operational and working normally. Any troubleshooting or repairs to the existing system, unless specified in the bidding documents, is not included in this quotation.
- Troubleshooting wiring errors is not included in this quote.
- The equipment provided by Midwest Alarm Services shall not be used to power equipment furnished by others unless engineered as such by Midwest Alarm Services.
- Midwest Alarm Services has the right to stop performing services and to withhold further delivery of materials until the customer's credit account is current.

- Any reference to alarm monitoring in this agreement is for pricing purposes only. Alarm monitoring services are performed pursuant only to the terms and conditions of the Company's standard alarm monitoring agreement.
- Unless in a separate line item quoted above this quotation does not include monitoring the system. Midwest Alarm Services is not responsible for the programming and testing of the central station monitoring if a vendor other than Midwest Alarm Services is chosen.
- All work performed under this agreement will be performed only during the Company's business hours of Monday through Friday from 8 AM to 5 PM unless specifically quoted as after hours work.

Total:	\$ 28976.58
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Accepted Pending Submittal Approval _____

Date _____

Print Name _____

Signature _____

Hold for Release _____ Release Immediately _____



Midwest Alarm Services
 225 5th Ave SW Cedar Rapids, IA 52404
 Phone:
 Rep: Dylan Miller
 Email: Dylan.Miller@mw-as.com

Quote

Quote# Q70330

Date 9/15/23

Quote To:
 East Buchanan School
 414 5th St N
 Winthrop, IA 50682
 Video Surveillance

Midwest Alarm Services is pleased to provide a quotation for this project as indicated in the following list of equipment and services:

Qty	Description
51	Ava Compact Dome White 5MP
5	Ava Bullet Wide White 5MP 60 Days
1	Quad Black - 20MP - 30 Days
1	Drop Ceiling Mount for Quad Camera
5	Conduit Back Box for Bullet

- Scope Of Work: Midwest Alarm Services is responsible for the supply of material, final installation, and final programming of the system. We are not responsible for cosmetic correction should that be necessary.
- Our Electrical Contractor is responsible for pulling cable/wire to device locations.
- We reserve the right to adjust final invoice due to unforeseen circumstances causing additional material, installation, and/or programming to be necessary.
- This price is guaranteed for 30 days.
- Project quotation does not include applicable taxes.
- Shipping costs are included.
- Midwest Alarm Services cannot be held liable for manufacturing delays for equipment provided as part of this quote.
- Midwest Alarm Services reserves the right to substitute alternative equipment as needed to attempt to meet project and customer deadlines.
- Any additional cost associated with substituting alternative equipment or manufacturer price increases after the date of order will be negotiated with the customer.
- This quote includes pre-installation support to the installer to assist with proper terminations and the startup of the equipment. Midwest Alarm Services will provide system configuration, programming and checkout and provide necessary documentation and code compliant certification. Operating instructions will also be provided to the owner. This quotation does not include system cable, conduit, device back boxes, or the installation of equipment.
- This quotation is based upon plans and specifications available on the day and at the time of the bid. Any changes, advertised or not, after the bid date and time are not included in this quotation. Upon request, a quotation will be provided for the additional work for approval.
- Warranty is not in effect until the system is paid for. Warranty is performed only on Monday through Friday from 8 AM to 5 PM. Warranty begins on the day of the first beneficial use of the equipment.
- Payment terms are: Net 30 days. Credit hold is applied at 60 days. Mechanics Liens on project are filed before 90 days.
- Any shortages of equipment shipped directly to the purchaser must be reported within two weeks of delivery. Midwest Alarm Services will not be responsible for shortages of product if not reported within two weeks of receipt.
- This Midwest Alarm Services quote/agreement is not with the building owner in most cases, and as such, this quote is not an "if paid or when paid" agreement with a contractor.
- For any additions to an existing system, unless clearly specified differently, it is assumed that the existing system is fully operational and working normally. Any troubleshooting or repairs to the existing system, unless specified in the bidding documents, is not included in this quotation.
- Troubleshooting wiring errors is not included in this quote.
- The equipment provided by Midwest Alarm Services shall not be used to power equipment furnished by others unless engineered as such by Midwest Alarm Services.
- Midwest Alarm Services has the right to stop performing services and to withhold further delivery of materials until the customer's credit account is current.

- Any reference to alarm monitoring in this agreement is for pricing purposes only. Alarm monitoring services are performed pursuant only to the terms and conditions of the Company's standard alarm monitoring agreement.
- Unless in a separate line item quoted above this quotation does not include monitoring the system. Midwest Alarm Services is not responsible for the programming and testing of the central station monitoring if a vendor other than Midwest Alarm Services is chosen.
- All work performed under this agreement will be performed only during the Company's business hours of Monday through Friday from 8 AM to 5 PM unless specifically quoted as after hours work.

Total:	\$ 81393.45
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Accepted Pending Submittal Approval _____

Date _____

Print Name _____

Signature _____

Hold for Release _____ Release Immediately _____



SERVICES PROPOSAL

Project Name:	EAST BUCHANAN	Seller Representative:
Customer Name:	East Buchanan Community School District (IA)	Danny Heymann
CDW Affiliate:	CDW Government LLC	+1 (312) 547-2282 DANNHEY@cdw.com
Subcontractor:	Wachter, Inc.	Solution Architect:
Date:	February 27, 2024	Scott Dittmer
Drafted By		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and East Buchanan Community School District (IA) (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at <http://www.cdwg.com> (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

GENEA & MERAKI MV CAMERA INSTALLATION AND CABLING -

Project Scope of Work

Based on information provided by CDW at the time of proposal, Wachter, Inc. (“Wachter”) proposes the following:
AUTOTEXTLIST * MERGEFORMAT

1. Install a Client furnished **Video Surveillance Solution (VSS)** consisting of (62) IP cameras that will be administered through a Video Management Software (VMS) platform. The VMS shall be installed on a client provided server or appliance and shall utilize CDW’s existing network infrastructure.
2. Install a Client furnished **Physical Access Control System (PACS)** consisting of (12) controlled doors with various door hardware to be managed by a centrally located controller. System shall utilize CDW’s existing network infrastructure.

Materials

1. Wachter's intent is to order materials to deliver at or before we arrive onsite; if PO is issued more than 1-month prior to our expected start date, material pricing shall be refreshed before order.

Labor

1. Equipment Room (ER) Build Out(s)–
 1. Racks & Management:
 1. Wachter assumes the existing rack/enclosure is in good order and suitable for the proposed installation.
 2. Power Backup & Distribution:
 1. ***Not included in this pricing***
 3. Walls & Ladder Tray:
 1. Wachter assumes there is ample space within the Equipment Room, or on provided wall space, for the proposed installation.
 4. Bonding:
 1. Wachter assume the existing grounding is up to code and suitable for the proposed installation.
 2. All bonding connections required for racks, cabinets, ladder tray, etc. will be done using #6AWG bonding conductor terminated with 2-hole compression type lugs.
 5. Connectivity:
 1. Copper patch panels:
 1. 24-Port, Modular patch panels for horizontal cable terminations
 2. Copper patch cords will be furnished by Wachter and installed by Wachter.
2. Pathways & Penetrations –
 1. J-Hooks:
 1. As required where cable tray and conduit are not present
 2. J-hooks will be secured directly to the walls using screws
 3. J-hooks will be suitable for plenum spaces
 2. Conduit & Penetrations:
 1. Penetrations will be installed using conduit with fire putty
 2. Conduit and penetrations are in size and quantity as to maintain the appropriate fill ratio.

Video Surveillance Solution (VSS) – Wachter will install Client/Owner furnished:

- a. Headend, located in the MDF/IDFs (Client/Owner Furnished & Wachter Installed)
 - b. Interior Cameras (Client/Owner Furnished & Wachter Installed)
 - c. Exterior Cameras (Client/Owner Furnished & Wachter Installed)
 - d. Client Viewing Stations (Client/Owner Furnished & Wachter Installed)
 - e. Cabling:
 - i. (62) Cat6, UTP cable(s)
 - ii. Tested via cable qualifier
 - iii. Drops will be housed using Surface Mount Boxes (SMB) as applicable for each drop location.
 - iv. 10-Feet of slack will be coiled at the Work Area Outlet (WAO) and 3-Foot at the ER/TR/TE.
 - v. Patch cords for the WAO will be furnished by Wachter and installed by Wachter.
 - f. Engineering & Installation -
 - i. Wachter Technicians will coordinate onsite with Client personnel to commission and validate the operation of the installed system and its peripheral components.
3. Physical Access Control System (PACS) –
 1. Headend, located in the MDF/IDFs (Client/Owner Furnished & Wachter Installed).

2. Wachter assume existing door hardware is in good order and suitable for the proposed integration.
3. Door Hardware (Provided by Others)
 1. Wachter assumes any existing hardware is in good order and suitable for the proposed installation.
 2. (12) Access Controlled Doors.
 3. Recessed door locks, crash bars, etc., will be installed by a licensed locksmith contracted by Wachter or by the owner's door contractor.
4. Cabling:
 1. Based on the topology of the solution, the controller(s) will be positioned in the ER/TR.
 2. Each controller will be connected to the new network via Cat6 UTP cable.
 3. Door hardware will be connected to the controller with the appropriate composite or individual security cable(s).
 4. Doors within concrete or block walls will require conduit provided by EC/GC.
 5. Doors within drywall will have the cable(s) fished within the drywall.
5. Engineering & Installation -
 1. Wachter Technicians will coordinate onsite with Client personnel to commission and validate the operation of the installed system and its peripheral components.
 2. Wachter assumes all fire alarm tie-in services will be performed by local FA contractor.

MERAKI MV SYSTEM CONFIGURATION, OPTIMIZATION AND TRAINING

CDW Consultants will provide remote configuration and customer orientation for the deployment of Customer's Cisco Meraki MV video surveillance solution. This includes configuration and optimization of the Meraki dashboard and 62 (Sixty-Two) MV Cameras, according to manufacturer best practices by Seller engineer(s). Knowledge transfer and orientation for Customer IT personnel and camera operators is also included.

SELLER RESPONSIBILITIES

Services will consist of the items listed below ("Services"):

1. Kickoff - Verify that the following prerequisites are in place:
 - a. All Meraki MV Cameras are physically installed, powered on and accessible to the Meraki Dashboard via the Internet
 - b. Customer's instance of the Meraki Dashboard is provisioned and accessible
 - c. Customer to provide Seller engineer(s) with administrative access to customer's Meraki dashboard or another means of access such as remote screen sharing via Cisco WebEx (or equivalent), for the duration of Services.
2. Planning & Design Review – Upon commencement of services, Seller engineer will:
 - a. Review Customer's deployment of Meraki MV Cameras including floor plans illustrating camera placement and field of view
 - b. Review best practices for camera groups, camera naming conventions, and other Meraki dashboard global management features
 - c. Identify Customer's target use cases for Meraki features for which to prioritize configuration, optimization, and knowledge transfer activities
3. Configuration & Optimization – Seller engineer will perform the following activities:
 - a. For the Meraki Dashboard:
 - i. Activate and import cameras into Dashboard (if needed)
 - ii. Apply desired naming conventions to MV Cameras
 - iii. Create Camera Access Groups
 - iv. Create Camera Profiles for camera groups (e.g. Entrances, Hallways, Outdoors, etc.)
 - v. Add and configure 1 Floor Plans with camera placements
 - b. For all 62 Meraki MV Cameras:
 - i. Adjust camera optical & digital zoom, focus, and sensor crop features to optimize the field of view for target areas
 - ii. Create privacy windows (if needed)
 - iii. Adjust video retention for cameras that are outside of defined Camera Profiles
 - iv. Configure wireless networking (if needed) for supported cameras. Customer will provide wireless setup instructions to Seller Technician on how to join the SSID
 - c. Configure the following Meraki video features
 - i. Motion Alerts
 - ii. Recording Schedules
4. Testing – Seller will work with customer to test and validate the following functionality:
 - a. Archiving video (up to 2 events)
 - b. Notifications (up to 2 notification types)
 - c. Analytics (on up to 2 cameras)
 - d. Meraki Mobile App (for up to 2 user on both Android and Apple iOS Platforms)
5. Knowledge Transfer and Customer Orientation – Seller engineer will provide up to 4 hours of operational knowledge transfer to Customer onsite and/or remote staff:
 - a. Review settings and configurations made to Meraki Dashboard and MV Cameras that were in scope for the engagement
 - b. Demonstrate how to view, share and export MV Camera video

- c. Demonstrate how to use Motion Recap and Search
- d. Demonstrate use of Meraki Vision Portal for camera operators
- e. Review general administration and camera operator tasks
- f. Review use and benefits of advanced features such as RTSP, MV Sense, and MQTT (configuration of these features is out of scope for this Configuration and Training engagement)
- g. Review how to add users and grant specific privileges for viewing video and managing cameras
- h. Review how to get help on Meraki products, via both online knowledgebase and support requests

GENEA ACCESS CONTROL CONFIGURATION AND OPTIMIZATION

CDW Consultants will provide remote configuration and customer orientation for the deployment of Customer's Genea Access Control solution. This includes configuration and optimization of the Genea dashboard and thirty (30) doors, according to manufacturer best practices by Seller engineer(s).

SELLER RESPONSIBILITIES

Services will consist of the items listed below ("Services"):

1. Kickoff - Verify that the following prerequisites are in place:
 - a. Customer's instance of the Genea dashboard (i.e. "organization") is provisioned and accessible
 - b. Customer to provide Seller engineer(s) with administrative access to customer's Genea dashboard
2. Planning & Design Review – Upon commencement of services, Seller engineer will:
 - a. Review Customer's deployment of Genea and the site design with the customer
 - b. Review best practices for sites & subsites, device naming conventions, and other Genea global management features
 - c. Identify Customer's target use cases for Genea features for which to prioritize configuration, optimization, and knowledge transfer activities
3. Configuration & Optimization – Seller engineer will perform the following activities:
 - a. For the Genea dashboard:
 - i. Create up to one (1) total Sites and Sub-Sites
 - ii. Apply desired naming conventions and site associations to devices
 - iii. Add and configure one (1) Floor Plans with door placements
 - iv. Create users, groups, and permissions
 - v. Provision 2-factor authentication and/or SAML/SSO authentication (if required)
 - vi. Configure one (1) LP1502 Door Controller
 - vii. Configure (5) LP1501 Door Controllers
 - b. For all thirty (12) Genea Doors:
 - i. Configure door name
 - ii. Configure Request to Exit (REX) if applicable
 - iii. Configure Door Position Indicator (DPI) if applicable
 - iv. Configure door lock and event settings if applicable
 - v. Configure installer settings
 - vi. Configure door monitor alarms
 - c. Create the following Genea Access Control features
 - i. Configure access groups (Up to five (5) access groups)
 - ii. Configure access levels (Up to five (5) access levels)
 - iii. Bulk import users (Up to five (4) bulk imports)
 - iv. Configure door schedules (Up to five (5) schedules)
 - v. Configure Access Control alerts (Up to five (5) alerts)
 - vi. Configure video integration with Cisco Meraki MV system
4. Testing – Seller will work with customer to test and validate the following functionality:
 - a. Access control functionality
 - a. Door unlock with card
 - b. Door position reported correctly (If applicable)

- c. REX functioning by design (If applicable)
- d. Schedule lock and unlock work by design

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Test Results	Test results will be provided in electronic format.	Electronic Format
Cable SCS Warranty	Cable manufacturer's SCS Warranty will be applied for and documentation provided as part of acceptance.	Electronic Format
Photos	All photos taken of completed work will be provided in electronic format, as part of acceptance.	Electronic Format

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. Kickoff Meeting

- Coordinate and facilitate kickoff meeting
- Review SOW including project objectives, schedule, and logistics
- Identify and confirm project participants
- Discuss project prerequisites
- Create and distribute escalation and contact lists

2. Project Schedule or Plan

- Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

- Monitor project scope and expectations
 - Identify and manage project risks
 - Monitor the status and progress of the project and the quality of items provided
 - Communicate at regular intervals as agreed upon
 - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
- Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
 - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
 - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
 - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
- When a change to a project occurs, the Seller's project change control process will be utilized
 - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
- Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
 - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$175,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Signed SOW	50%	\$87,500.00
Physical Install Completion	25%	\$43,750.00
Engineering Completion (Project Complete)	25%	\$43,750.00
Totals	100%	\$175,000.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Travel time will not be billed for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
LOCATION	414 5TH ST N, WINTHROP, IA 50682
SCHOOL	414 5TH ST N, WINTHROP, IA 50682

NOT FOR SIGNATURE

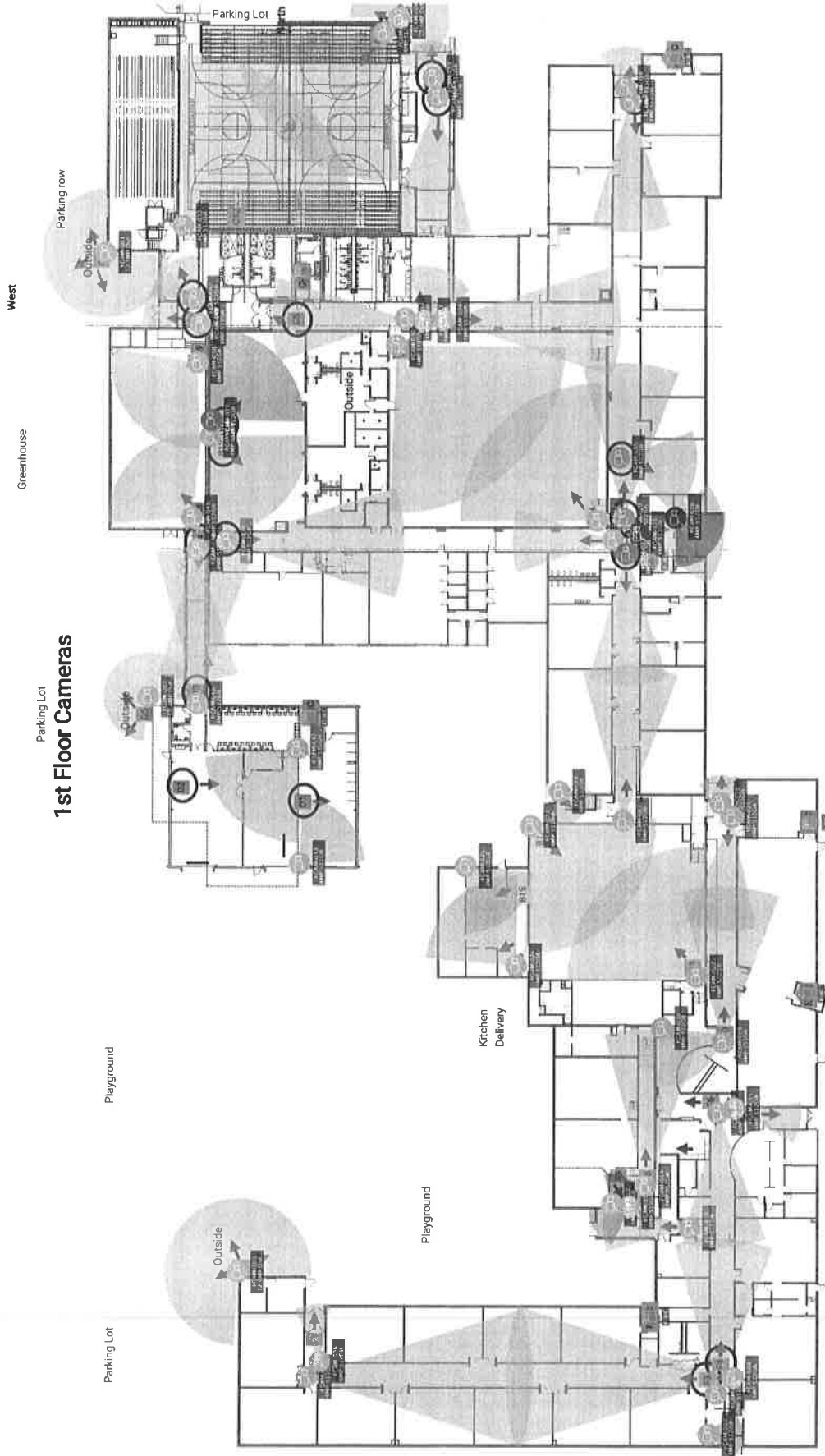
THIS DOCUMENT IS A DRAFT INTENDED ONLY FOR USE IN THE REVIEW OF TEXT APPLICABLE TO A POSSIBLE SERVICES ENGAGEMENT. IT DOES NOT CONSTITUTE A CONTRACT OR A PROPOSAL FOR A CONTRACT. THE CONTENT OF THIS DOCUMENT, AS IT MAY BE NEGOTIATED BY THE PARTIES, IS INTENDED TO BE INCORPORATED INTO A STATEMENT OF WORK, WHICH WILL INCLUDE OTHER PROVISIONS AND WHICH WILL BE GOVERNED BY ADDITIONAL TERMS AND CONDITIONS. A PARTY’S SIGNATURE OR OTHER INDICATION OF APPROVAL ON OR RELATED TO THIS DOCUMENT SHALL HAVE NO BINDING OR CONTRACTUAL EFFECT.

EXHIBIT A

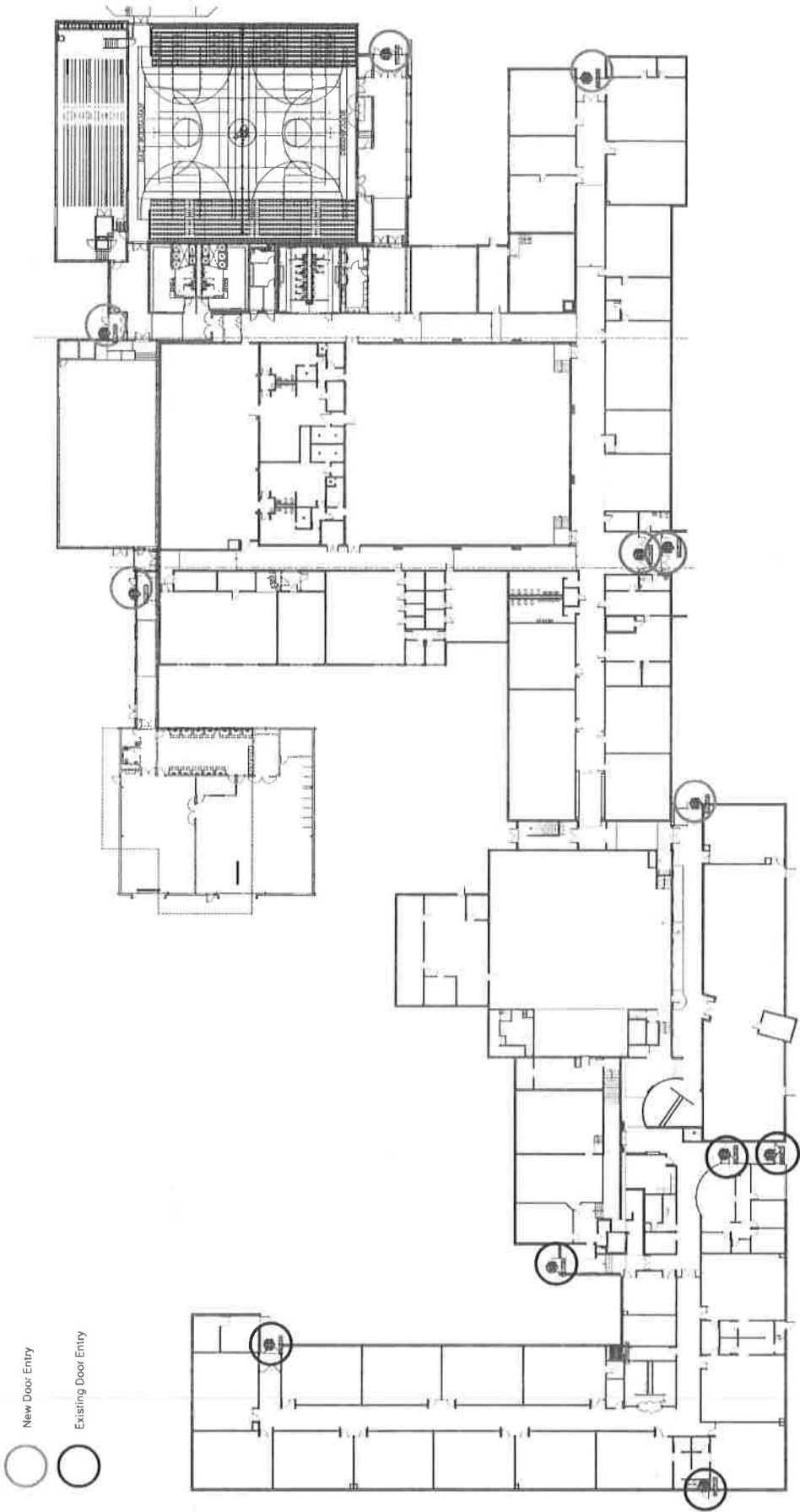
COVER PAGE FOR FLOOR PLANS

PLEASE SEE THE FOLLOWING DOCUMENT.

East Buchanan Schools-Survey-1 - February 22nd, 2024



East Buchanan Schools-Survey-1 - February 22nd, 2024



Policy Updates Summary – 5/8/2024 – 2nd Reading

502.1 – No changes

502.2 – No changes

502.3 – Update title and combine with policy 504.3 regarding student publications

502.3R1 – New regulation

502.4 – No changes

502.5 – No changes

502.6 – No changes

502.7 – Per IASB Policy Primer Updates – Vol 32 #2: This policy has been updated to reflect the current law on age limits for the purchase of tobacco/nicotine products, and to update language to better reflect the district's role in encouraging the health and wellbeing of students.

502.8 Series - No changes

502.9 – No changes

502.10 – Updates to 4th paragraph regarding students residing within one mile of school.

503.1 Series – Per IASB Policy Primer Updates – Vol 32 #1: HF 604 required the DE to develop a sample policy for students who commit threats of violence, violence, or assaults. Some of the language in IASB's student conduct policy was adopted into the DE's policy. To avoid overlap of language, IASB has removed some language from our sample policy on student conduct. It is worth noting that some overlapping language remains in the student conduct policy as this language pertains to all student conduct, and is not limited to threats of violence, violence, or assault.

503.2 – see 503.1 above

503.3 – No changes

503.3R1 – Item A-2: update partial waiver amount to 50% as that is current practice.

503.3E1 – No changes

503.4 – No changes

503.5 – Per IASB Policy Primer Updates – Vol 29 #3: This policy was revised in accordance with the new changes to the *Iowa Administrative Code* which clearly prohibits the use of mechanical and prone restraints on students. For greater clarity for district employees, mechanical and prone restraints are defined in the policy language.

503.6 Series – NEW - Per IASB Policy Primer Updates – Vol 29 #3:

- **503.6—Physical Restraint and Seclusion of Students** - This policy clearly defines physical restraint and seclusion. It also outlines the reasoning behind the use of these behavior modifications, and the limited circumstances when they can be used. This topic has many legal requirements and the policy is not complete without the accompanying regulation and exhibits.
- **503.6R1—Use of Physical Restraint and Seclusion with Students** - This regulation, which accompanies policy 503.6, goes into further details for administrators on the required parameters for using physical restraint and seclusion within the district.

Policy Updates Summary – 5/8/2024 – 2nd Reading

- **503.6E1—Use of Physical Restraint and/or Seclusion Documentation Form** - This form creates a framework for reporting requirements when physical restraint and seclusion are used. It is important for districts to fully document these occurrences, and also communicate with parents and guardians.
- **503.6E2—Debriefing Letter to Guardian of Student Involved in an Occurrence Where Physical Restraint and/or Seclusion was Used** - This letter is a sample n districts can use to communicate with parents and guardians of students involved in restraint or seclusion occurrences. The letter outlines the legal reporting and meeting requires established in the *Iowa Administrative Code*.
- **503.6E3—Debriefing Meeting Document** - This sample form is a step-by-step guide to ensure administrators complete all of the reporting requirements for holding the post-occurrence debriefing meeting.

503.7 Series – NEW – Per IASB FY2023 Legislative Updates Vol 31 #4: This new policy language reflects the legal requirement for districts following the passage of SF 496. The policy and accompanying exhibits are designed to provide clarity for districts on how to manage student reports of identities or names different from registration paperwork. It is recommended that districts make all licensed employees aware of the requirements of this policy.

503.8 Series – NEW – Per IASB Vol 32 #1:

- 503.8 – per HF 604 DE Model Policy
- 503.8R1 - This supplemental regulation is designed to be adapted by districts in addition to the DE's model policy on student threats of violence, violence, and assault. This regulation must be adapted in collaboration with district teachers and administrators, as required by HF 604. Districts should convene a group of stakeholders to develop a common definition for the listed terms and adapt parameters to better implement the requirements of the DE's model policy.

504.1 – No Changes

504.2 – No Changes

504.3 Series – Rescinded – combined with 502.3 series

504.4 – No Changes

504.5 Series – Rescinded – combined with 704.6 series

504.6 – No Changes

505.7 – Add language regarding financial and disciplinary obligations.

407.6 – Retirement-Certified Personnel – Rescind because submission date was February 28, 2024.

413.2 – Classified Employee Retirement – Rescind because employee has at least 60 days prior to their retirement date to submit their intent to retire.

STUDENT APPEARANCE

The board believes inappropriate student appearance causes material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees and visitors.

Students are expected to adhere to standards of cleanliness and dress that are compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting.

The board expects students to be clean and well-groomed and wear clothes in good repair and appropriate for the time, place and occasion. Clothing or other apparel promoting products illegal for use by minors and clothing displaying obscene material, profanity, or reference to prohibited conduct are disallowed. While the primary responsibility for appearance lies with the students and their parents, appearance disruptive to the education program will not be tolerated. When, in the judgment of a principal, a student's appearance or mode of dress disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications.

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

NOTE: This policy reflects the current status of the law regarding student appearance. For more detailed discussion of this issue, see IASB's Policy Primer, May 31, 1994.

Legal Reference: Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethal School District v. Fraser, 478 U.S. 675 (1986).
Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).
Torvik v. Decorah Community School, 453 F.2d 779 (8th Cir. 1972).
Turley v. Adel Community School District, 322 F.Supp. 402 (S.D. Iowa 1971).
Sims v. Colfax Comm. School Dist., 307 F.Supp. 485 (Iowa 1970).
Iowa Code § 279.8

Approved: December 13, 2006

Last Reviewed: December 13, 2017

CARE OF SCHOOL PROPERTY/VANDALISM

Students will treat school district property with the care and the respect they would treat their own property. Students found to have destroyed or otherwise harmed school district property may be required to reimburse the school district. They may be subject to discipline under board policy and the school district rules and regulations. They may also be referred to local law enforcement authorities.

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

Legal Reference: Iowa Code §§ 279.8; 282.4, .5; 613.16 (2013).

Cross Reference: 502 Student Rights and Responsibilities
802.1 Maintenance Schedule

Approved December 13, 2006

Last Reviewed December 13, 2017

FREEDOM OF EXPRESSION—STUDENT EXPRESSION

Student expression, other than student expression in student-produced official school publications, made on the school district premises or under the jurisdiction of the school district or as part of a school-sponsored activity may be attributed to the school district; therefore, student expression must be responsible. Student expression must be appropriate to assure that the students learn and meet the goals of the school activity and that the potential audience is not exposed to material that may be harmful or inappropriate for their level of maturity.

Students will be allowed to express their viewpoints and opinions as long as the expression is responsible. The expression will not, in the judgment of the administration, encourage the breaking of laws, defame others, be obscene or indecent, or cause a material and substantial disruption to the educational program. The administration, when making this judgment, will consider whether the activity in which the expression was made is school-sponsored and whether review or prohibition of the students' speech furthers an educational purpose. Further, the expression must be done in a reasonable time, place, and manner that is not disruptive to the orderly and efficient operation of the school district.

Students who violate this policy may be subject to disciplinary measures. Employees are responsible for insuring students' expression is in keeping with this policy. It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

Student Expression

It is the goal of the district to protect the educational environment for all students to help ensure it is free from substantial disruption or infringement upon their rights. Student expression should be appropriate to help ensure that the students learn and meet the goals of the school activity and that the potential audience is not exposed to material that may be harmful or inappropriate for their level of maturity.

While students will generally be allowed to express their viewpoints and opinions, in certain qualifying circumstances, student speech may require administrative regulation to help ensure the safety and welfare of the school community. The district may regulate speech that: causes or is reasonably anticipated to cause a material and substantial disruption to the education environment; infringes upon the rights of others; is obscene or lewd; is school sponsored; and/or promotes illegal activity. The administration, when making this judgment, will consider whether the activity in which the expression was made is school-sponsored and whether review or prohibition of the students' speech furthers an educational purpose. The expression must be done in a reasonable time, place, and manner that is not disruptive to the orderly and efficient operation of the school district.

The superintendent may develop procedures for safely addressing qualifying types of mass protests by students, including walk-ins and walk-outs. Walk-ins occur when students leave their learning environments during school hours and gather in a group or groups with the purpose of promoting a belief or beliefs. Walk-outs occur when students leave their learning environments during school hours and gather in a group or groups off district property with the purpose of promoting a belief or beliefs.

The superintendent is encouraged to obtain feedback from community stakeholders in the development of these procedures. The goal of the procedures shall be to address student safety, maintain the education environment and promote communication during demonstrations while remaining viewpoint neutral.

Students who violate this policy may be subject to disciplinary measures. Employees are responsible

for helping to ensure students' expression is in keeping with this policy. It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

Student Publications

Students may produce official school publications as part of the curriculum under the supervision of a faculty advisor and the principal. Official school publications include material produced in journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

Any expression made by students, including student expression in official school publications, is not an expression of official school policy. The school district, the board, and the employees or officials are not liable in any civil or criminal action for any student expression made or published by students unless the employees or officials have interfered with or altered the content of the student speech or expression. The liability, if any, is only to the extent of the interference or alteration of the speech or expression.

Official school publications are free from prior restraint by employees or officials except as provided by law. A faculty advisor will supervise student writers to maintain professional standards of English and journalism and to comply with the law including, but not limited to, the restrictions against unlawful speech. The production of official school publications is guided by the law and by the ethical standards adopted by professional associations or societies of journalism.

Persons, other than students, who believe they have been aggrieved by student expression in a student-produced official school publication will follow the grievance procedure outlined in board policy 213.1. Students who believe their freedom of expression in a student-produced official school publication has been restricted will follow the grievance procedure outlined in board policy 502.4.

The superintendent is responsible for developing a student publications code. This code will include, but not be limited to, reasonable rules including time, place, and manner of restrictions. The superintendent will also be responsible for distributing this policy and the student publications code to the students and their parents.

NOTE: This policy represents the current status of students' first amendment rights. This is a mandatory policy and accompanying regulation required by Iowa Code ch. 279.73. Schools are urged to handle all protests through a strictly viewpoint neutral lens. Districts should consider the need to balance opposing views. If one social issue is permitted, other opposing viewpoints should also be permitted.

Legal Reference: U.S. Const. amend. I.
Iowa Const. art. I (sec. 7)
Morse v. Frederick, 551 U.S. 393 (2007)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethel School District v. Fraser, 478 U.S. 675 (1986).
New Jersey v. T.L.O., 469 U.S. 325 (1985).
Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).

Board Policy East Buchanan Community Schools

Iowa Code §§ 279.8; 280.22

Cross Reference: 102 Series Equal Educational Opportunity
 401.14 Employee Expression
 603.9 Series Academic Freedom
 903.5 Series Distribution of Materials

Approved December 13, 2006

Last Reviewed December 13, 2017

New

STUDENT EXPRESSION AND STUDENT PUBLICATIONS CODE

- A. **Student Expression defined:** Student Expression is speech, action or other forms of expression which convey a student's beliefs, views or opinions.
- B. **Official school publications defined:** An "official school publication" is material produced by students in journalism, newspaper, yearbook, or writing classes and distributed to students either free or for a fee.
- C. **Limitations to Student Expression**
 - 1. No student will express, publish or distribute publication material which is:
 - a. obscene;
 - b. libelous;
 - c. slanderous; or
 - d. encourages students to:
 - 1. commit unlawful acts;
 - 2. violate lawful school regulations;
 - 3. cause the material and substantial disruption of the orderly and efficient operation of the school or school activity;
 - 4. disrupt or interfere with the education program;
 - 5. interrupt the maintenance of a disciplined atmosphere; or
 - 6. infringe on the rights of others.
- D. **Responsibilities of students for official school publications.**
 - 1. Students writing or editing official school publications will assign and edit the news, editorial and feature contents of the official school publications subject to the limitations of the student publications code and the law.
 - 2. Students will strive to achieve professional standards of accuracy, fairness, objectivity and thoroughness in each and every aspect of official school publications.
 - 3. Students will strive to achieve professional standards of grammar, usage, punctuation and spelling for clarity and accuracy of official school publications.
- E. **Responsibilities of faculty advisors for official school publications.**

Faculty advisors will supervise student writers to maintain professional standards of English and journalism and to comply with the law including, but not limited to, the restrictions against unlawful speech. Official school publications are produced under the supervision of a faculty advisor. Faculty advisors to students producing official school publications shall supervise the production of the student staff in order to maintain professional standards of English journalism. District employees acting within the scope of their professional ethics will not suffer adverse employment action or retaliated against for acting to protect a student for engaging in authorized student expression or for refusing to infringe on protected student expression.
- F. **District employee rights**

Any District employee or official, acting within the scope of that person's professional ethics, if any, shall not be dismissed, suspended, disciplined, reassigned, transferred, subject to termination or nonrenewal of a teaching contract or extracurricular contract, or otherwise retaliated against for acting to protect a student for engaging in expression protected by law, or refusing to infringe upon student expression that is protected by law.
- G. **Liability**

Student expression, including student expression in an official school publication will not be deemed to be an expression of the school district. The school district, the board, and the employees or officials are not liable in any civil or criminal action for any student expression made or published by students unless the employees or officials have interfered with or altered the content of the student expression. The liability, if any, is only to the extent of interference or alteration of the

speech or expression.

H. Appeal procedure

1. Students who believe they have been unreasonably restricted in their exercise of expression in an official student publication will seek review of the decision through the student grievance procedure, under board policy 502.4.
2. Persons who believe they have been aggrieved by a student-produced official student publication will file their complaint through the citizen grievance procedure, under board policy 213.1.

I. Time, place and manner of restrictions on student expression.

1. Student expression may be conveyed and official student publications may be distributed in a reasonable manner on or off school premises.
2. Student expression and distribution of official school publications in a reasonable manner will not encourage students to:
 - a. commit unlawful acts;
 - b. violate school rules;
 - c. cause the material and substantial disruption of the orderly and efficient operation of the school district or school activity;
 - d. disrupt or interfere with the education program;
 - e. interrupt the maintenance of a disciplined atmosphere; or
 - f. infringe on the rights of others.

I.C. Iowa Code

Iowa Code § 279.73

Iowa Code § 279.8

Iowa Code § 280.22

U.S. Supreme Court

393 U.S. 503

469 U.S. 325

478 U.S. 675

484 U.S. 260

551 U.S. 393

Case Law

Bethal School Dist. v. Fraser

Bystrom v. Fridley HS

Hazelwood School Dist v. Kuhlmeier

Morse v. Frederick

New Jersey v. T.L.O.

Tinker v. Des Moines ICSD

Description

Directors - Powers and Duties - Intellectual Freedom

Directors - General Rules - Bonds of Employees

Student Exercise of Free Expression

Description

Tinker v Des Moines Ind. Comm. Sch. Dist. (1969)

New Jersey T.L.O

Bethel School District v Fraser (1986)

Hazelwood School District v Kuhlmeier (1988)

Morse v Frederick (2007)

Description

478 U.S. 675 (1986)

822 F.2d 747 (8th Cir. 1987)

484 U.S. 260 (1988)

551 U.S. 393 (2007)

469 U.S. 325 (1985)

393 U.S. 503 (1969)

Cross References

Code

102 Series

401.14

603.09

603.09-R(1)

903.05

903.05-R(1)

Description

Equal Educational Opportunity

Employee Expression

Academic Freedom

Academic Freedom - Teaching Controversial Issues

Distribution of Materials

Distribution of Materials - Regulation

STUDENT COMPLAINTS AND GRIEVANCES

Creating an environment where students feel comfortable addressing their concerns in a meaningful manner is vital to the learning process. It is the goal of the board to resolve student complaints at the lowest organizational level. Student complaints and grievances regarding board policy or administrative regulations, or other matters should be addressed to the student's teacher or another licensed employee, other than the administration, for resolution of the complaint.

If the complaint cannot be resolved by a student's teacher or other licensed employee, the student may discuss the matter with the principal within 5 calendar days of the employee's decision. If the matter cannot be resolved by the principal, the student may discuss it with the superintendent within 5 calendar days after speaking with the principal.

If the matter is not satisfactorily resolved by the superintendent, the student may ask to have the matter placed on the board agenda of a regularly scheduled board meeting in compliance with board policy. The board retains discretion as to whether to consider or take action on any complaint.

NOTE: There should be reasonable limits on the number of days a student has to pursue a complaint. Cross reference with the number of days listed in policy 401.4 for consistency.

Legal Reference: Iowa Code § 279.8

Cross Reference: 210.8 Series Board Meeting Agenda
213 Public Participation in Board Meetings

Approved December 13, 2006

Last Reviewed: February 9, 2022

STUDENT LOCKERS

Student lockers are the property of the school district. Students will use the lockers assigned to them by the school district for storing their school materials and personal belongings necessary for attendance at school. It is the responsibility of students to keep their assigned lockers clean and undamaged.

To ensure students are properly maintaining their assigned lockers, the principal of the building may periodically inspect all or a random selection of lockers. Either students or another individual will be present during the inspection of lockers. Student lockers may also be searched, at any time and without advance notice, in compliance with board policy regulating search and seizure.

NOTE: Iowa law requires students or another individual to be present during the inspection of lockers. For locker searches, see Policy 502.8, Search and Seizure.

Legal Reference: Iowa Code §§ 279.8; 280.14; 808A

Cross Reference: 802.1 Maintenance Schedule

Approved January 10, 2007

Last Reviewed December 13, 2017

WEAPONS

The board believes weapons, other dangerous objects and look-a-likes in school district facilities cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees and visitors on the school district premises or property within the jurisdiction of the school district.

School district facilities are not an appropriate place for weapons, dangerous objects and look-a-likes. Weapons and other dangerous objects and look-a-likes will be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district or from students who are within the control of the school district.

Parents of students found to possess weapons, dangerous objects or look-a-likes on school property are notified of the incident. Possession or confiscation of weapons, dangerous objects or look-a-likes will be reported to law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms to school or knowingly possessing firearms at school will be expelled for not less than one year. The superintendent has the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of this portion of this policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, any explosive, incendiary or poison gas, or otherwise defined by applicable law.

Weapons under the control of law enforcement officials or other individuals specifically authorized by the board are exempt from this policy. The superintendent may develop an administrative process or procedures to implement the policy.

NOTE: This is a mandatory policy.

NOTE: The board may specifically authorize individuals to be armed with, carry, or transport a firearm on school grounds under limited circumstances outlined in law. Reasons for this authorization may include, conducting instructional programs regarding firearms or for conducting an Iowa Department of Natural Resources approved hunter education course or shooting sports activities course on school property.

Legal Reference: 18 U.S.C. § 921
Iowa Code §§ 279.8; 280.21B; 483A.27(11), 724
281 I.A.C. 12.3(6)

Cross Reference: 905.3 – Weapons in the School District

Approved: January 20, 2007

Last Reviewed: December 13, 2017

SMOKING—DRINKING—DRUGS—STUDENT SUBSTANCE USE

The board believes it is imperative to promote the health and well-being of all students in the district. The district will provide a substance use prevention program and set restrictions on substance use by students in accordance with applicable law.

The board prohibits the distribution, dispensing, manufacture, possession, use, or being under the influence of ~~beer, wine,~~ alcohol, tobacco/**nicotine products**, other controlled substances, or "look alike" substances that appear to be tobacco/**nicotine products**, ~~beer, wine,~~ alcohol or controlled substances by students while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if the misconduct will directly affect the good order, efficient management and welfare of the school district. **"Controlled substances" in this policy refers to the misuse of both licit and illicit drugs.**

The board believes such illegal, unauthorized or contraband materials generally cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, or visitors.

Violation of this policy by students will result in disciplinary action including suspension or expulsion. Use, purchase or being in possession of ~~cigarettes, tobacco/~~**nicotine** or ~~tobacco~~ products for those under the age of ~~eighteen~~ **twenty-one**, may be reported to the local law enforcement authorities. Possession, use or being under the influence of ~~beer, wine,~~ alcohol and/or of a controlled substance may also be reported to the local law enforcement authorities.

Students who violate the terms of this policy may be required to satisfactorily complete a substance abuse assistance or rehabilitation program approved by the school board. If such student fails to satisfactorily complete such a program, the student may be subject to discipline including suspension or expulsion.

The board believes the substance abuse prevention program will include:

- Age-appropriate, developmentally **evidence**-based drug and alcohol **substance use prevention** curriculum for students in grades kindergarten through twelve, which address the legal, social, and health consequences of tobacco, drug and alcohol use and which provide information about effective techniques for resisting peer pressure to use tobacco, drugs or alcohol;
- A statement to students that the use of ~~illicit drugs~~ **controlled substances** and the unlawful possession and use of **tobacco/nicotine products and** alcohol is ~~wrong and~~ harmful **to student well-being**;
- Standards of conduct for students that clearly prohibit, at a minimum, the unlawful possession, use, being under the influence of or distribution of ~~illicit drugs~~ **controlled substances, tobacco/nicotine products** and alcohol by students on school premises or as part of any of its activities;
- A clear statement that disciplinary sanctions, up to and including suspension or expulsion and referral for prosecution, will be imposed on students who violate the policy and a description of those sanctions;
- A statement that students may be required **to complete a substance use evaluation to determine whether substance use disorder treatment is recommended and, if recommended,** successfully complete an appropriate rehabilitation program;
- Information about drug and alcohol counseling and rehabilitation and re-entry programs available to students;

SMOKING - DRINKING – DRUGS

- A requirement that parents and students be given a copy of the standards of conduct and the statement of disciplinary sanctions required; and,
- Notification to parents and students that compliance with the standards of conduct is mandatory.

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

NOTE: This policy is mandatory and complies with the federal Drug-Free Schools Act but is expanded to also include tobacco products. This policy reflects Iowa law regarding tobacco products and minors.

Legal Reference: 34 C.F.R. Pt. 86
Iowa Code §§ 123.46; 124; 279.8, .9; 453A
281 I.A.C. 12.3(6); .5(3)(e), .5(4)(e), .5(5)(e)

Approved January 10, 2007
Last Reviewed Dec. 13, 2017

SEARCH AND SEIZURE

School district property is held in public trust by the board. School district authorities may, without a search warrant, search students or protected student areas based on a reasonable and articulable suspicion that a school district policy, rule, regulation or law has been violated. The search is in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the school district facilities. The furnishing of a locker, desk or other facility or space owned by the school and provided as a courtesy to a student, even if the student provides the lock for it, will not create a protected student area and will not give rise to an expectation of privacy with respect to the locker, desk, or other facility.

School authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, nonprescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco/nicotine, weapons, explosives, poisons and stolen property. Such items are not to be possessed by a student while they are on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district. Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement officials. The board believes that illegal, unauthorized or contraband materials may cause material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees, or visitors on the school district premises or property within the jurisdiction of the school district.

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

NOTE: This policy reflects the law regarding school district authority for searching students, their possessions and their lockers. Substantive changes were made to 502.08R1.

Legal Reference: U.S. Const. amend. IV.
New Jersey v. T.L.O., 469 U.S. 325 (1985).
Cason v. Cook, 810 F.2d 188 (8th Cir. 1987), *cert. den.*, 482 U.S. 930 (1987).
 Iowa Code ch. 808A
 281 I.A.C. 12.3(6).

Cross Reference: 905.2 Tobacco/Nicotine-Free Environment

Approved January 10, 2007
 Last Reviewed: April 14, 2021

SEARCH AND SEIZURE REGULATION

I. Searches, in general.

- A. Reasonable and Articulate Suspicion: A search of a student will be justified when there are reasonable grounds for the suspicion that the search will turn up evidence that the student has violated or is violating the law or school district policy, rules, or regulations affecting school order.

Reasonable suspicion may be formed by considering factors such as the following:

- (1) eyewitness observations by employees;
- (2) information received from reliable sources;
- (3) suspicious behavior by the student; or,
- (4) the student's past history and school record although this factor alone is not sufficient to provide the basis for reasonable suspicion.

- B. Reasonable Scope: A search will be permissible in its scope or intrusiveness when the measures adopted are reasonably related to the objectives of the search. Reasonableness of scope or intrusiveness may be determined based on factors such as the following:

- (1) the age of the student;
- (2) the sex of the student;
- (3) the nature of the infraction; and
- (4) the emergency requiring the search without delay.

II. Types of Searches

A. Personal Searches

1. A student's person and/or personal effects (e.g., purse, backpack, etc.) may be searched when a school official has reasonable suspicion to believe the student is in possession of illegal or contraband items or has violated school district policies, rules, regulations or the law affecting school order.
2. Personally intrusive searches will require more compelling circumstances to be considered reasonable.
 - (a) Pat-Down Search: If a pat-down search or a search of a student's garments (such as jackets, socks, pockets, etc.) is conducted, it will be conducted in private by a school official of the same sex as the student and with another adult witness of the same sex present, when feasible.
 - (b) A more intrusive search, short of a strip search, of the student's person, handbags, book bags, etc., is permissible in emergency situations when the health and safety of students, employees, or visitors are threatened. Such a search may only be conducted in private by a school official of the same sex as the student, with an adult of the same sex present unless the health or safety of students will be endangered by the delay which may be caused by following these procedures.

SEARCH AND SEIZURE REGULATION

B. Locker and Desk Inspections

Although school lockers and desks are temporarily assigned to individual students, they remain the property of the school district at all times. The school district has a reasonable and valid interest in insuring the lockers and desks are properly maintained. For this reason, lockers and desks are subject to unannounced inspections and students have no legitimate expectations of privacy in the locker or desk. Periodic inspections of all or a random selection of lockers or desks may be conducted by school officials in the presence of the student or another individual. Any contraband discovered during such searches will be confiscated by school officials and may be turned over to law enforcement officials.

The contents of a student's locker or desk (coat, backpack, purse, etc.) may be searched when a school official has reasonable and articulable suspicion that the contents contains illegal or contraband items or evidence of a violation of law or school policy or rule. Such searches should be conducted in the presence of another adult witness when feasible.

C. Automobile Searches

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of the student parking lots. The interior of a student's automobile on the school premises may be searched if the school official has reasonable and articulable suspicion to believe that illegal, unauthorized or contraband items are contained inside.

SEARCH AND SEIZURE CHECKLIST

I. What factors caused you to have a reasonable and articulable suspicion that the search of this student or the student's effects or automobile would turn up evidence that the student has violated or is violating the law, school policy, rules or regulations affecting school order?

A. Eyewitness account.

1. By whom: _____
2. Date/Time: _____
3. Place: _____
4. What was seen: _____

B. Information from a reliable source.

1. From whom: _____
2. Time received: _____
3. How information was received: _____
4. Who received the information: _____
5. Describe information: _____

C. Suspicious behavior? Explain.

D. Time of search: _____

E. Location of search: _____

F. Student told purpose of search: _____

G. Consent of student requested: _____

SEARCH AND SEIZURE CHECKLIST

- II. Was the search you conducted reasonable in terms of scope and intrusiveness?
 - A. What were you searching for: _____
 - B. Where did you search? _____
 - C. Sex of the student: _____
 - D. Age of the student: _____
 - E. Exigency of the situation: _____
 - F. What type of search was being conducted: _____
 - G. Who conducted the search: _____
Position: _____ Sex: _____
 - H. Witness(s): _____

- III. Explanation of Search.
 - A. Describe the time and location of the search: _____
 - B. Describe exactly what was searched: _____
 - C. What did the search yield: _____
 - D. What was seized: _____
 - E. Were any materials turned over to law enforcement officials? _____
 - F. Were parents notified of the search including the reason for it and the scope: _____

INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

Generally, students may not be interviewed during the school day by persons other than parents and school district officials and employees.

Requests from law enforcement officers and from persons other than parents, school district officials, and employees to interview students are made through the principal's office. Upon receiving a request, it is the responsibility of the principal to determine whether the request will be granted. Generally, prior to granting a request, the principal will attempt to contact the parents to inform them of the request and to ask them to be present.

If a child abuse investigator wishes to interview a student, the principal will defer to the investigator's judgment as to whether the student should be interviewed independently from the student's parents, whether the school is the most appropriate setting for the interview, and who will be present during the interview.

Students will not be taken from school without the consent of the principal and without proper warrant.

NOTE: Iowa law does not address access to students by law enforcement authorities or other officials. This policy reflects the generally accepted practice of school districts.

Legal Reference: Iowa Code §§ 232; 280.17
281 I.A.C. 102.
441 I.A.C. 9.2; 155; 175.

Cross Reference: 402.2 Child Abuse Reporting
501.10 Use of Motor Vehicles
902.2 News Conferences and Interviews

Approved: January 10, 2007

Last Reviewed December 13, 2017

USE OF MOTOR VEHICLES

The board recognizes the convenience to families and students of having students drive to and park at their school attendance center. Driving a motor vehicle to and parking it at the student's attendance center is a privilege.

Students who drive to and park at their school attendance center shall only drive to and park at their designated attendance center or at either their attendance center or a shared district's attendance center for the purpose of attending extracurricular activities. Students may not loiter around or be in their vehicle during the school day without permission from the principal. Students shall leave their attendance center when there is no longer a legitimate reason for them to be at their attendance center. Students who drive shall enter and leave the parking lot by the routes designated by the principal.

Students who live ~~outside of~~ within one mile of school, and would not otherwise be eligible for a student driving permit, may be eligible for a student driving permit, for driving to and from school and school activities and practices, if the student submits an Affidavit for Minor School License to the Superintendent for signature.

Students who wish to drive to and park at their school attendance center shall comply with the rules and regulations established by the building principal. Failure to comply with this policy or the school district rules shall be reason for revocation of school driving and parking privileges as well as other disciplinary action including suspension and expulsion.

NOTE: This policy is not mandatory.

Legal Reference: Iowa Code §§ 279.8; 321

Cross Reference: 502.9 Interviews of Students by Outside Agencies

Approved January 10, 2007

Last Reviewed December 13, 2017

STUDENT CONDUCT

The board believes inappropriate student conduct causes material and substantial disruption to the school environment, interferes with the rights of others, or presents a threat to the health and safety of students, employees, and visitors on school premises. Appropriate classroom behavior allows teachers to communicate more effectively with students.

Students will conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district. Consequences for the misconduct will be fair and developmentally appropriate in light of the circumstances.

Students who fail to abide by this policy, and the administrative regulations supporting it, may be disciplined for conduct which disrupts or interferes with the education program; conduct which disrupts the orderly and efficient operation of the school district or school activity; conduct which disrupts the rights of other students to participate in or obtain their education; conduct that is violent or destructive; or conduct which interrupts the maintenance of a disciplined atmosphere. Disciplinary measures include, but are not limited to, removal from the classroom, detention, suspension, probation, and expulsion.

~~A student who commits an assault against an employee on school district property or on property within the jurisdiction of the school district; while on school owned or school operated chartered vehicles; or while attending or engaged in school district activities will be suspended by the principal. Notice of the suspension is sent to the board president. The board will review the suspension and decide whether to hold a disciplinary hearing to determine whether to impose further sanctions against the student which may include expulsion. In making its decision, the board shall consider the best interests of the school district, which shall include what is best to protect and ensure the safety of the school employees and students from the student committing the assault. Assault for purposes of this section of this policy is defined as, when, without justification, a student does any of the following:~~

- ~~• an act which is intended to cause pain or injury to, or which is intended to result in physical contact which will be insulting or offensive to another, coupled with the apparent ability to execute the act; or~~
- ~~• any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting or offensive, coupled with the apparent ability to execute the act; or~~
- ~~• intentionally points any firearm toward another or displays in a threatening manner any dangerous weapon toward another.~~

~~The act is not an assault when the person doing any of the above and the other person are voluntary participants in a sport, social or other activity, not in itself criminal, when the act is a reasonably foreseeable incident of such sport or activity, and does not create an unreasonable risk of serious injury or breach of the peace.~~

Removal from the classroom means a student is sent to the building principal's office. It is within the discretion of the person in charge of the classroom to remove the student.

Detention means the student's presence is required during non-school hours for disciplinary purposes. The student can be required to appear prior to the beginning of the school day, after school has been dismissed for the day, or on a non-school day. Whether a student will serve detention, and the length of the detention, is within the discretion of the licensed employee or the building principal, disciplining the student.

~~Suspension means; either an in-school suspension, an out-of-school suspension, a restriction from activities or loss of eligibility.~~ An **In-school suspension** means the student will attend school but will be temporarily

isolated from one or more classes while under supervision. An in-school suspension will not exceed ten consecutive school days.

~~An~~ **Out-of-school suspension** means the student is removed from the school environment, which includes school classes and activities. An out-of-school suspension will not exceed ten consecutive school days **unless due process is provided as required by federal and state law**. A restriction from school activities means a student will attend school and classes and practice but will not participate in school activities.

Probation means a student is given a conditional suspension of a penalty for a definite period of time in addition to being reprimanded. The conditional suspension will mean the student must meet the conditions and terms for the suspension of the penalty. Failure of the student to meet these conditions and terms will result in immediate reinstatement of the penalty.

Expulsion means an action by the board to remove a student from the school environment, which includes, but is not limited to, classes and activities, for a period of time set by the board.

This policy is not intended to address the use of therapeutic classrooms or seclusion rooms for students.

Discipline of special education students, including suspensions and expulsions, will comply with the provisions of applicable federal and state laws.

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

NOTE: This is a mandatory policy and outlines the school district's basic student conduct. Details of how this policy will be implemented should be included in the student handbook.

Legal Reference: Goss v. Lopez, 419 U.S. 565 (1975).

Brands v. Sheldon Community School District, 671 F. Supp. 627 (N.D. Iowa 1987).

Sims v. Colfax Comm. School Dist., 307 F. Supp. 485 (Iowa 1970).

Bunger v. Iowa High School Athletic Assn., 197 N.W.2d 555 (Iowa 1972).

Board of Directors of Ind. School Dist. of Waterloo v. Green, 259 Iowa 1260, 147 N.W.2d 854 (1967).

Iowa Code §§ 279.8; 282.3, 282.4, 282.5; 708.1.

281 I.A.C. 12.3(6)

Cross Reference: 501 Student Attendance

502 Student Rights and Responsibilities

504 Student Activities

603.3 Special Education

903.5 Distribution of Materials

Approved January 10, 2007

Reviewed December 13, 2017

STUDENT CONDUCT - REGULATION

Administrative Action

A. Probation

1. Probation is conditional suspension of a penalty for a set period of time. Probation may be imposed by the principal for infractions of school rules which do not warrant the necessity of removal from school.
2. The principal will conduct an investigation of the allegations against the student prior to imposition of probation. The investigation will include, but not be limited to, written or oral notice to the student of the allegations against the student and an opportunity to respond. Written notice and reasons for the probation will be sent to the parents.

B. In-School Suspension

1. ~~In-school suspension is the temporary isolation of a student from one or more classes while under administrative supervision.~~ In-school suspensions may be imposed by the principal for infractions of school rules, which are serious but which do not warrant the necessity of removal from school.
2. The principal will conduct an investigation of the allegations against the student prior to imposition of an in-school suspension. The investigation will include, but not be limited to, written or oral notice to the student of the allegations against the student and an opportunity to respond. In-school suspension will not be imposed for more than ten school days. Written notice and reasons for the in-school suspension will be sent to the student's parents.

C. Out-of-School Suspension

1. ~~Out-of-school suspension is the removal of a student from the school environment for periods of short duration.~~ Out-of-school suspension is to be used when other available school resources are unable to constructively remedy student misconduct.
2. A student may be suspended out of school for up to ten school days by a principal for a commission of gross or repeated infractions of school rules, regulations, policy or the law, or when the presence of the student will cause interference with the maintenance of the educational environment or the operation of the school. The principal may suspend students after conducting an investigation of the charges against the student, giving the student:
 - a. Oral or written notice of the allegations against the student, and
 - b. The opportunity to respond to those charges.

At the principal's discretion, the student may be allowed to confront witnesses against the student or present witnesses on behalf of the student.

3. Notice of the out-of-school suspension will be mailed no later than the end of the school day following the suspension to the student's parents and the superintendent. A reasonable effort is made to personally notify the student's parents and such effort is documented by the person making or attempting to make the contact. Written notice to the parents will include the circumstances which led to the suspension and a copy of the board policy and rules pertaining to the suspension.

D. Suspensions and Special Education Students

1. Students who have been identified as special education students may be referred for a review of the student's Individual Education Program (IEP). The IEP may be revised to include a continuum of intervention strategies and programming to change the behavior.
2. Students who have not been identified as special education students may be referred for evaluation after the student's suspension to determine whether the student has a disability and is in need of special education.

I.C. Iowa Code References

Iowa Code § 279.8 Directors - General Rules - Bonds of Employees
Iowa Code § 282.3 Attendance and Tuition - Admission and
Iowa Code § 282.4 Attendance and Tuition - Suspension-Expulsion
Iowa Code § 282.5 Attendance and Tuition -
Iowa Code § 708.1 Assault - Defined

I.A.C. Iowa Administrative Code References

281 I.A.C. 12.3 Administration

U.S. Supreme Court References

419 U.S. 565 Goss v Lopez (1975)

Case Law References Brands v. Sheldon CSD 671 F. Supp. 627 (N.D. Iowa 1987)

Bunger v. Iowa HS Athletic Assoc. 197 N.W.2d 555 (Iowa 1972)

Goss v. Lopez 419 U.S. 565 (1975)

Sims v. Colfax CSD 307 F.Supp. 485 (Iowa 1970)

Waterloo ISD Board v. Green 259 Iowa 1260, 147 N.W.2d 854 (1967).

Cross References

506.03 Student Photographs

603.03 Special Education

606.05 Student Field Trips and Excursions

903.05 Distribution of Materials

903.05-R(1) Distribution of Materials - Regulation

EXPULSION

Only the board may remove a student from the school environment **for more than ten (10 consecutive school days)**. ~~The removal of a student from the school environment, which includes, but is not limited to, classes and activities, is an expulsion from school.~~

Students may be expelled for violations of board policy, school rules or the law. It is within the discretion of the board to discipline a student by using an expulsion for a single offense or for a series of offenses depending on the nature of the offense and the circumstances surrounding the offense.

It is within the discretion of the superintendent to recommend to the board the expulsion of a student for disciplinary purposes. Only the board may take action to expel a student and to readmit the student. The principal will keep records of expulsions in addition to the board's records.

When a student is recommended for expulsion by the board, the student is provided with:

1. Notice of the reasons for the proposed expulsion;
2. The names of the witnesses and an oral or written report on the facts to which each witness testifies unless the witnesses are students whose names may be released at the discretion of the superintendent;
3. An opportunity to present a defense against the charges and provide either oral testimony or written affidavits of witnesses on the student's behalf;
4. The right to be represented by counsel; and
5. The results and finding of the board in writing open to the student's inspection.

In addition to these procedures, a special education student must be provided with additional procedures. A determination should be made of whether the student is actually guilty of the misconduct. A staffing team should determine whether the student's behavior is caused by the student's disability and whether the conduct is the result of inappropriate placement. Discussions and conclusions of this meeting should be recorded.

If the special education student's conduct is not caused by the disability, the student may be expelled or suspended for a long-term period following written notice to the parent and pursuant to the school district's expulsion hearing procedures. If the misconduct is caused by the disability and a change in placement is recommended, the change must be made pursuant to the placement procedures used by the school district.

Legal Reference: *Goss v. Lopez*, 419 U.S. 565 (1975).
Wood v. Strickland, 420 U.S. 308 (1975).
Southeast Warren Comm. School District v. Dept. of Public Instruction, 285 N.W.2d 173 (Iowa 1979).
Iowa Code §§ 21.5; 282.3, .4, .5
281 I.A.C. 12.3(6).

Approved: January 10, 2007
Reviewed: December 13, 2017

FINES - FEES - CHARGES

The board believes students should respect school district property and assist in its preservation for future use by others. Students may be assessed fines, charges, or fees for the materials needed in a course, for overdue school materials, for participating in activities, or for misuse of school property.

The superintendent will inform the board of the dollar amount to be charged to students or others for fines, charges, or fees annually. Parents of students meeting specific financial eligibility standards will be eligible for a waiver of student fees or a reduction of student fees based upon the request of the parent. It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

Legal Reference: Iowa Code §§ 256.7(20); 279.8; 280.10, .11; 282.6; 285.1; 301.1
281 I.A.C. 18.2

Cross Reference: 501.16 Homeless Children & Youth

Approved: January 10, 2007
Reviewed: December 13, 2017

STUDENT FEE WAIVER AND REDUCTION PROCEDURES

The board recognizes that while certain fees charged students are appropriate and authorized, certain students and their families are not financially able to pay the fees. The school district will grant either full waivers, partial waivers or temporary waivers depending upon the circumstances and the student or student's parents' ability to meet the financial criteria.

A. Waivers -

1. Full Waivers - a student will be granted a full waiver of fees charged by the school district if the student or student's parents meet the financial eligibility criteria for free meals under the Child Nutrition program, Family Investment Program, or transportation assistance under open enrollment. Students in foster care are also eligible for full waivers.
2. Partial Waivers - a student will be granted a partial waiver of fees charged by the school district if the student or the student's parents meet the financial eligibility criteria for reduced price meals offered under the Child Nutrition program. ~~A partial waiver is based on the same percentage as the reduced price meals.~~ The reduction percentage will be 50 percent.
3. Temporary Waivers - a student may be eligible for a temporary waiver of fees charged by the district in the event the student's parents are facing financial difficulty. Temporary waivers may be applied for at any time throughout the school year and will not extend beyond the end of the school year.

Current reduced percentage is 50%.

- B. Application - Parents or students eligible for a fee waiver will make an application on the form provided by the school district. Applications may be made at any time but must be renewed annually.
- C. Confidentiality - The school district will treat the application and application process as any other student record and student confidentiality and access provisions will be followed.
- D. Appeals - Denials of a waiver may be appealed to the Superintendent.
- E. Fines or charges assessed for damage or loss to school property are not fees and will not be waived.
- F. Notice - the school district will annually notify parents and students of the waiver. The following information will be included in registration materials.

Students whose families meet the income guidelines for free and reduced price lunch, the Family Investment Program (FIP), or transportation assistance under open enrollment, or who are in foster care are eligible to have their student fees waived or partially waived. Students whose families are experiencing a temporary financial difficulty may be eligible for a temporary waiver of student fees. Parents or students who believe they may qualify for temporary financial hardship should contact the district office for a waiver form. This waiver does not carry over from year to year and must be completed annually.

Reviewed:

Board Policy East Buchanan Community Schools

STANDARD FEE WAIVER APPLICATION

Date _____

School year _____

All information provided in connection with this application will be kept confidential.

Name of student:	_____	Grade in school	_____
Name of student:	_____	Grade in school	_____
Name of student:	_____	Grade in school	_____

Attendance Center/School: _____

Name of parent, guardian:
or legal or actual custodian _____

Please check type of waiver desired:

Full waiver _____ Partial waiver _____ Temporary waiver _____

Please check if the student or the student's family meets the financial eligibility criteria or is involved in one of the following programs:

Full waiver

- _____ Free meals offered under the Children Nutrition Program
- _____ The Family Investment Program (FIP)
- _____ Transportation assistance under open enrollment
- _____ Foster care

Partial waiver

_____ Reduced priced meals offered under the Children Nutrition Program

Temporary waiver

If none of the above apply, but you wish to apply for a temporary waiver of school fees because of serious financial problems, please state the reason for the request:

Signature of parent, guardian: _____
or legal or actual custodian

GOOD CONDUCT RULE

Participation in school activities is a privilege. School activities provide the benefits of promoting additional interests and abilities in the students during their school years and for their lifetimes.

Students who participate in extracurricular activities serve as ambassadors of the school district throughout the calendar year, whether away from school or at school. Students who wish to have the privilege of participating in extracurricular activities must conduct themselves in accordance with board policy and must refrain from activities which are illegal, immoral or unhealthy.

Students who fail to abide by this policy and the administrative regulations supporting it may be subject to disciplinary measures. The principal will keep records of violations of the good conduct rule.

It is the responsibility of the superintendent to develop rules and regulations for school activities. Students wanting to participate in school activities must meet the requirements set out by the school district for participation in the activity.

Whenever a student transfers into the East Buchanan Community School District from another school and was declared ineligible under the prior school district's Good Conduct Rule the following will apply. If the student has not completed the required period of ineligibility at the previous school, he/she will not be eligible for interscholastic competition at East Buchanan until the full period of ineligibility has been completed. Once that time period of ineligibility has been completed, the student is then immediately eligible for interscholastic competition at East Buchanan as far as any Good Conduct Rule is concerned.

NOTE: This is a mandatory policy. The detail outlining specific conduct expected and penalties for violation should be in the student handbook, and students involved in extracurricular activities must be notified of its contents.

Legal Reference: Bunger v. Iowa High School Athletic Assn., 197 N.W.2d 555 (Iowa 1972).
In re Jason Clark, 1 D.P.I. App. Dec. 167 (1978).
 Iowa Code §§ 280.13, .13A
 281 I.A.C. 12.3(6); 36.15(1).

Cross Reference: 504.4 Student Performances
 606.5 Student Field Trips and Excursions

Approved: January 10, 2007
 Reviewed: December 13, 2017

CORPORAL PUNISHMENT, MECHANICAL RESTRAINT AND PRONE RESTRAINT**The use of corporal punishment, mechanical restraint and/or prone restraint is prohibited in all schools.**

Corporal punishment is defined as the intentional physical punishment of a student ~~and is prohibited.~~ It includes the use of unreasonable or unnecessary physical force or physical contact made with the intent to harm or cause pain. No employee is prohibited from **any of the following which are not considered corporal punishment:**

- Using reasonable and necessary force, not designed or intended to cause pain, in order to accomplish any of the following:
 - To quell a disturbance or prevent an act that threatens physical harm to any person.
 - To obtain possession of a weapon or other dangerous object(s) within a pupil's control.
 - For the purposes of self-defense or defense of others as provided for in Iowa Code section 704.3.
 - For the protection of property as provided for in IOWA CODE section 704.4 or 704.5.
 - To remove a disruptive pupil from class or any area of school premises or from school-sponsored activities off school premises.
 - To protect a student from the self-infliction of harm.
 - To protect the safety of others.
- Using incidental, minor, or reasonable physical contact to maintain order and control.

Mechanical restraint means the use of a device as a means of restricting a student's freedom of movement. Mechanical restraint does not mean a device used by a trained individual for specific approved therapeutic or safety purposes for which the device was designed and, if applicable, prescribed, including restraints for medical immobilization, adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without use of such devices or mechanical supports; and vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

Prone restraint means any restraint in which the student is held face down on the floor.

Reasonable ~~physical~~ force should be commensurate with the circumstances of the situation. The following factors should be considered in using reasonable physical force for the reasons stated in this policy:

1. The size and physical, mental, and psychological condition of the student;
2. The nature of the student's behavior or misconduct provoking the use of physical force;
3. The instrumentality used in applying the physical force;
4. The extent and nature of resulting injury to the student, if any;
5. The motivation of the school employee using physical force.

Upon request, the student's parents are given an explanation of the reasons for physical force.

It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

Legal Reference: *Ingraham v. Wright*, 430 U.S. 651 (1977).
Goss v. Lopez, 419 U.S. 565 (1975).
Tinkham v. Kole, 252 Iowa 1303, 110 N.W.2d 258 (1961).
 Iowa Code §§ 279.8; 280.21
 281 I.A.C. 12.3(6); 103.

Cross Reference: 402.3 Abuse of Students by School District Employees
 503.6 Series Physical Restraint and Seclusion of Students

Approved: January 10, 2007
 Reviewed: December 13, 2017

PHYSICAL RESTRAINT AND SECLUSION OF STUDENTS

It is the goal of the district that all students can learn and grow in a safe and peaceful environment that nurtures the student and models respect for oneself and others. On occasion, trained district employees and others may have to use behavior management interventions, physical restraint and/or seclusion of students. The goal of these interventions is to promote the dignity, care, safety, welfare and security of each child and the school community. With this objective in mind, the district will prioritize the use of the least restrictive behavioral interventions appropriate for the situation.

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the student's arms, legs, body, or head freely. Physical restraint does not mean a technique used by trained school personnel, or used by a student, for the specific and approved therapeutic or safety purposes for which the technique was designed and, if applicable, prescribed. Physical restraint does not include instructional strategies, such as physically guiding a student during an educational task, hand-shaking, hugging, or other non-disciplinary physical contact.

Seclusion means the involuntary confinement of a child in a seclusion room or area from which the child is prevented or prohibited from leaving; however, preventing a child from leaving a classroom or school building are not considered seclusion. Seclusion does not include instances when a school employee is present within the room and providing services to the child, such as crisis intervention or instruction.

Physical restraint or seclusion is reasonable or necessary only:

- To prevent or terminate an imminent threat of bodily injury to the student or others; or
- To prevent serious damage to property of significant monetary value or significant nonmonetary value or importance; or
- When the student's actions seriously disrupt the learning environment or when physical restraint or seclusion is necessary to ensure the safety of the student or others; and
- When less restrictive alternatives to seclusion or physical restraint would not be effective, would not be feasible under the circumstances, or have failed in preventing or terminating the imminent threat or behavior; and
- When the physical restraint or seclusion complies with all applicable laws.

Prior to using physical restraint or seclusion, employees must receive training in accordance with the law. Any individual who is not employed by the district but whose duties could require the individual to use or be present during the use of physical restraint or seclusion on a student will be invited to participate in the same training offered to employees on this topic.

When required by law, the superintendent or the superintendent's designee will ensure a post-occurrence debriefing meeting is held, maintain documentation and fulfill all reporting requirements for each occurrence of physical restraint or seclusion as required by law.

NOTE: This policy is not mandatory. However, there are specific requirements for school districts to fulfill before and after using physical restraint and seclusion with students. Administrators should thoroughly read and understand the requirements listed in Chapter 103 of the Iowa Administrative Code.

Legal Reference: Iowa Code §§ 279.8; 280.21.
281 I.A.C. 103.

Cross References: 402.3 Abuse of Students by School District Employees
503.5 Corporal Punishment, Mechanical Restraint and Prone Restraint

PHYSICAL RESTRAINT AND SECLUSION OF STUDENTS - REGULATION

The District will comply with 281 Iowa Administrative Code Ch. 103 for the use of physical restraint and seclusion with students, including, but not limited to:

- Physical restraint and seclusion will be used only by employees who have been trained in accordance with applicable law unless a trained employee is not immediately available due to the unforeseeable nature of the occurrence.
- As soon as practical after the situation is under control, but within one hour after either the occurrence or the end of the school day, whichever occurs first, the school will attempt to contact the student's parent or guardian using the school's emergency contact system.
- The seclusion or physical restraint is used only for as long as necessary based on research and evidence to allow the student to regain control of their behavior to the point that the threat or behavior necessitating the use of the seclusion or physical restraint has ended, or when a medical condition occurs that puts the student at risk of harm. Unless otherwise provided for in the student's written approved IEP, BIP, IHP or safety plan, if the seclusion or physical restraint continues for more than 15 minutes:
 - The student will be provided with any necessary breaks to attend to personal and bodily needs, unless doing so would endanger the child or others.
 - An employee will obtain approval from an administrator or administrator's designee to continue seclusion or physical restraint beyond 15 minutes. After the initial approval, an employee must obtain additional approval every 30 minutes thereafter for the continuation of the seclusion or physical restraint.
 - The student's parent or guardian and the school may agree to more frequent notifications than is required by law.
 - Schools and district employees must document and explain in writing the reasons why it was not possible for the employees to obtain approval, notify parents, or take action within prescribed time limits.
 - Schools and district employees who begin and then end use of nonapproved restraints will document and explain in writing the reasons why they had no other option but to use this type of behavioral intervention.
- The area of seclusion will be a designated seclusion room that complies with the seclusion room requirements in accordance with law, unless the nature of the occurrence makes the use of the designated seclusion room impossible, clearly impractical, or clearly contrary to the safety of the student, others, or both; in that event, the school must document and explain in writing the reasons why a designated seclusion room was not used.
- An employee must continually visually monitor the student for the duration of the seclusion or physical restraint.
- If an employee restrains a student who uses sign language or an augmentive mode of communication as the student's primary mode of communication, the student shall be permitted to have the student's hands free of physical restraint, unless doing so is not feasible in view of the threat posed.
- Seclusion or physical restraint shall not be used: as punishment or discipline; to force compliance or to retaliate; as a substitute for appropriate educational or behavioral support; to prevent property damage except as provided in law; as a routine school safety measure; or as a convenience to staff.
- The Superintendent or the Superintendent's designee will investigate any complaint or allegation that one or more employees violated any provisions of 281 Iowa Administrative Code Ch. 103. If the District determines a violation has occurred, corrective action will be taken up to and including termination of the employees involved. If the allegation or complaint involves a specific student the District will notify the parents or guardian of the involved student about the results of the investigation. If any allegation or complaint is also defined as abuse in 281 Iowa Administrative Code 102.2, the procedures listed in chapter 102 will apply.
- The District must comply with and implement Chapter 103 whether or not a parent consents to the use of physical restraint or seclusion.

I.C. Iowa Code

Iowa Code § 279.8

Iowa Code § 280.21

DescriptionDirectors - General Rules - Bonds of EmployeesCorporal Punishment**I.A.C. Iowa Administrative Code**

281 I.A.C. 103

DescriptionCorporal Punishment, Physical Restraint, Seclusion**Cross References****Code**

402.03

503.05

DescriptionAbuse of Students by School District EmployeesCorporal Punishment, Mechanical Restraint and Prone Restraint

Describe any less restrictive means attempted as an alternative to physical restraint and seclusion or why those means would not be effective or feasible, or have failed:			
Approval from administrator to continue physical restraint or seclusion past 15 minutes:		Approval obtained from administrator to continue physical restraint or seclusion more than 30 minutes past last approval time:	
Administrator approving:		Administrator approving:	
Time approved:		Time approved:	
Reasons for length of incident:		Reasons for length of incident:	
If Administrator approval was not obtained at 15 minutes or every 30 minutes thereafter, or a student was not provided with breaks for bodily needs in incidents lasting longer than 15 minutes, explain why:			
Parent/Guardian notification: Parents/Guardians will be notified as soon as practicable once the occurrence is under control, but no more than one hour after, or the end of the school day, whichever occurs first. Space below for documenting multiple attempts to notify guardians is listed in case the guardian cannot be reached in the first attempt.			
Employee attempting notification:	Parent/Guardian contacted:	Time and manner of attempted notification:	Was notification successful?
Employee attempting notification:	Parent/Guardian contacted:	Time and manner of attempted notification:	Was notification successful?
Employee attempting notification:	Parent/Guardian contacted:	Time and manner of attempted notification:	Was notification successful?
If Parent/Guardian notification requirements were not complied with, explain why:			
Describe injuries sustained or property damaged by students or employees:			

Describe future approaches to address student behavior including any consequences or disciplinary actions that may be imposed on the student:

This form has been reviewed and completed by the undersigned employee. A written copy of this form has been sent to the student's parent or guardian within three school days of the occurrence. Unless the parent or guardian agrees to receive the report by email, fax, or hand delivery, the report must be sent by mail and postmarked by the third day following the occurrence. Enclosed with a copy of this form is an invitation for the parents or guardians to participate in the debriefing meeting scheduled in accordance with the law.

Employee

Date of form delivered to Parent/Guardian

Method of Transmittal

New

Code No. 503.6E2

DEBRIEFING LETTER TO GUARDIAN OF STUDENT INVOLVED IN AN OCCURRENCE
WHERE PHYSICAL RESTRAINT AND/OR SECLUSION WAS USED

[This letter and the enclosed report may be transmitted electronically via email or fax, picked up in person, or mailed. If the district and the guardian do not agree on how to transmit this letter, it must be mailed via postage prepaid, first class mail to the guardian within 3 school days of the occurrence.]

Dear [Guardian],

Recently, your student [*name*] was involved in an occurrence at school that required the physical restraint and/or seclusion of your student as defined by 281 Iowa Administrative Code Ch. 103. A report related to this occurrence is enclosed with this letter.

The law requires debriefing meetings be held for such occurrences in the following circumstances:

- Following the first instance of seclusion or physical restraint during a school year;
- When any personal injury occurs as a part of the use of seclusion or physical restraint;
- When a reasonable educator would determine a debriefing session is necessary;
- When suggested by a student's IEP team;
- When agreed to by the guardian and school officials; and
- After seven instances of seclusion or physical restraint of the student.

This letter is intended to inform you that a debriefing meeting will be held on [*date within 5 days of transmission of letter, time, place*] because of [*reason from bulleted list above*]. The following employees will be in attendance at this meeting: [*list names and titles of employees*]. We are inviting you to attend this debriefing meeting to engage with us on topics related to this occurrence.

If you would like to reschedule the debriefing meeting, please contact me as soon as possible via email [*email address*] or telephone [*telephone number*], and at least one school day prior to the date and time listed for this debriefing meeting. Your student is allowed to attend this meeting with your consent, and you are welcome to bring a representative of your choosing if you wish. If you plan to bring a representative to this meeting, please let us know at least one school day prior to the meeting so that we have an opportunity to make arrangements.

We look forward to working with you to foster the continued health, safety and educational growth of your student.

[*Administrator name*], title

Date

Enclosure: Report related to student occurrence

New

DEBRIEFING MEETING DOCUMENT

[The following individuals must attend the debriefing meeting: employees who administered physical restraint or seclusion; an administrator or employee not involved in the occurrence; the administrator or employee who approved continuation of the physical restraint or seclusion; other relevant personnel designated by the school; if indicated by student's behavior in occurrence, an expert in behavioral/mental health or other discipline. The following individuals must be invited to attend the debriefing meeting: the parent or guardian of the student, the student with guardian's consent.]

Student name:		Date of occurrence:	
Date of debriefing meeting:		Time of debriefing meeting:	
Location of debriefing meeting:			
Names of individuals attending the debriefing meeting (must include the employees involved and at least one employee who was not involved):		Job title of employee and/or relation to student:	
Documentation reviewed during meeting (must include at least the occurrence report; and BIP, IHP, IEP and/or safety plan if applicable):			
Identification of patterns of behavior and proportionate response, if any, in the student and employees involved:			
Possible alternative responses, if any, to the incident/less restrictive means, if any:			

Additional resources, if any, that could facilitate those alternative responses in the future:
Plans for additional follow up actions, if any:

This form has been reviewed and completed by the undersigned employee. A written copy of this form has been sent to the student's guardian within three school days of the debriefing meeting.

Employee

Date of delivered to Parent/Guardian

Method of Transmittal

Student Disclosure of Identity

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.

Legal Reference: §279.78

I.C. Iowa Code

Iowa Code § 279.78

Description

Parental Rights in Ed

New

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:

_____ 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

New

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 _____

503.8 DISCIPLINE OF STUDENTS WHO MAKE THREATS OF VIOLENCE OR CAUSE INCIDENTS OF VIOLENCE

Discipline is designed to promote behavior that will enable students to learn and successfully participate in their educational and social environments. The East Buchanan Community School District utilizes the Discipline Matrix in order to maintain a safe and equitable learning environment. The district discipline policy for students who make a threat of violence or commit an act of violence is developed to help students understand their obligations to others in the school setting, secure the safety of all students, staff and the community, and to correct student behavior if a violation occurs (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 1).

Students will conduct themselves in a manner fitting their age, grade level, and maturity, and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district. Consequences for the misconduct will be fair and tailored to the age, grade level and maturity of the student.

Discipline and other responses to threats or incidents of violence by a student with a disability, including removal from a class, placement in a therapeutic classroom, suspensions, and expulsions, will comply with the provisions of applicable federal and state laws including, but not limited to, the IDEA, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 3).

Reporting a Threat of Violence or Incidence of Violence

In the case of any threat of violence or incident of violence that results in injury, property damage or assault by a student, the teacher will report to the school principal or lead administrator within 24 hours of the incident. The principal or lead administrator will notify the parent or guardian of the student(s) who threatened or perpetrated an act of violence and the student(s) who the threatened or perpetrated act of violence was made against within 24 hours after receipt of the teacher's report and complete an investigation of the incident as soon as possible. The classroom teacher may also notify the parent or guardian of the student who made the threat or caused the incident, and the parent or guardian of the student against whom the threat or incident was directed (2023 Iowa Acts, chapter 96 (House File 604), sec. 4).

An investigation will be initiated by the principal or lead administrator upon learning of an incident of violence or threat of violence through any credible means. If the principal or lead administrator finds that an incident of violence or threat of violence did occur, the administrator will determine the level of threat or incident by considering all aspects of the situation, including the student's intent and knowledge of the impact of their actions, their developmental level and context of the incident. The resolution will focus on identifying the cause behind the behavior and appropriate corrective action (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsections 1 and 4).

A student who makes a threat of violence, causes an incident of violence that results in injury or property damage, or who commits an assault, will be subject to escalating levels of discipline for each occurrence. When appropriate, referrals will be made to local law enforcement. The district retains the authority to assign the level of disciplinary measures appropriate to the severity of the threat of violence or incident of violence (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 5).

Threat of Violence

Threat of violence means a written, verbal, electronic or behavioral message that either explicitly or implicitly expresses an intention to inflict emotional or physical injury, property damage, or assault.

Incident of Violence

Incident of violence means the intentional use of physical force or power against oneself, another person, a group or community or property resulting in injury, property damage or assault.

Injury

Injury means "physical pain, illness or any impairment of physical condition." State v. McKee, 312 N.W.2d 907, 913 (Iowa 1981).

Property Damage

Property damage means any destruction, damage, impairment or alteration of property to which the individual does not have a right to take such an action. Property means real property, which includes any real estate, building, or fixture attached to a building or structure, and personal property, which includes intangible property (Iowa Code section 4.1(21)).

Assault

Assault means when, without justification, a student does any of the following:

an act which is intended to cause pain or injury to, or which is intended to result in physical contact which will be insulting or offensive to another, coupled with the apparent ability to execute the act; or any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting or offensive, coupled with the apparent ability to execute the act; or intentionally points any firearm toward another or displays in a threatening manner any dangerous weapon toward another.

The act is not an assault when the person doing any of the above and the other person are voluntary participants in a sport, social or other activity, not in itself criminal, when the act is a reasonably foreseeable incident of such sport or activity, and does not create an unreasonable risk of serious injury or breach of the peace (Following Iowa Code section 708.1).

Escalating Responses by Grade Band

Level	PK-2	3-5	6-8	9-12
	<p>Requires parent or guardian notification. Requires individualized educational program (IEP) meeting, if the student has an IEP.</p>			
<p>Responses may include but are not limited to any of the following:</p> <ul style="list-style-type: none"> • Parent or guardian conference that includes the student, when appropriate; • When appropriate and with parent consent, counseling, and/or mental health counseling subject to available resources of the district; • Behavior intervention student agreement coupled with another response; • Detention; and/or • Temporary removal from class unless the first offense is unusually serious, the administrator will avoid permanent removal from a class. 	<p>Responses may include but are not limited to any of the following:</p> <ul style="list-style-type: none"> • Parent or guardian conference that includes the student, when appropriate; • When appropriate and with parent consent, counseling, and/or mental health counseling subject to available resources of the district; • Behavior intervention student agreement coupled with another response; • Detention; and/or • Temporary removal from class 	<p>Responses may include but are not limited to any of the following:</p> <ul style="list-style-type: none"> • Parent or guardian conference that includes the student, when appropriate; • When appropriate and with parent consent, counseling, and/or mental health counseling subject to available resources of the district; • Behavior intervention student agreement coupled with another response; • Detention; • Temporary removal from extracurricular activities • Temporary removal from class; • Out of School Suspension and/or • Suspension of transportation, is misconduct occurred in a school vehicle 		

Level	PK-2	3-5	6-8	9-12
2	<p>Requires parent or guardian notification. Review of response of prior offenses, is applicable, to inform increased level of response. Requires individualized educational program (IEP) meeting, if the student has an IEP.</p> <p>Responses to the incident may include but are not limited to any of the following:</p> <ul style="list-style-type: none"> • Parent or guardian conference that includes the student, when appropriate; • When appropriate and with parent consent, counseling, and/or mental health counseling subject to available resources of the district; • Behavior intervention student agreement coupled with another response; • Restitution or opportunities to repair relationships coupled with another response; • Detention; • Temporary or permanent removal from class; • Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or • Placement in an alternative learning environment, including therapeutic classroom, when appropriate 	<p>Responses to the incident may include but are not limited to any of the following:</p> <ul style="list-style-type: none"> • Parent or guardian conference that includes the student, when appropriate; • When appropriate and with parent consent, counseling, and/or mental health counseling subject to available resources of the district; • Behavior intervention student agreement coupled with another response; • Restitution or opportunities to repair relationships coupled with another response; • Detention; • Temporary or permanent removal from class; • Out of school suspension • Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or • Placement in an alternative learning environment, including therapeutic classroom, when appropriate 	<p>Responses to the incident may include but are not limited to any of the following:</p> <ul style="list-style-type: none"> • Parent or guardian conference that includes the student, when appropriate; • When appropriate and with parent consent, counseling, and/or mental health counseling subject to available resources of the district; • Behavior intervention student agreement coupled with another response; • Restitution or opportunities to repair relationships coupled with another response; • Detention; • Temporary or permanent removal from extracurricular activities; • Temporary or permanent removal from class; • Out of school suspension • Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or • Placement in an alternative learning environment, including therapeutic classroom, when appropriate 	

Level	PK-2	3-5	6-8	9-12
3	<p>Requires parent or guardian notification. Review of response of prior offenses, is applicable, to inform increased level of response. Requires individualized educational program (IEP) meeting, if the student has an IEP. Responses to the incident may include but are not limited to any of the following:</p> <ul style="list-style-type: none"> • Parent or guardian conference that includes the student, when appropriate; • When appropriate and with parent consent, counseling, and/or mental health counseling subject to available resources of the district; • Behavior intervention student agreement coupled with another response; • Restitution or opportunities to repair relationships coupled with another response; • Detention; • Temporary or permanent removal from extracurricular activities; • Temporary or permanent removal from class; • Out of school suspension • Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or • Placement in an alternative learning environment, including therapeutic classroom, when appropriate; and/or • Recommendation for expulsion. 			

Definitions

Detention means the student's presence is required during non-school hours for disciplinary purposes. The student can be required to appear prior to the beginning of the school day, after school has been dismissed for the day or on a non-school day. Whether a student will serve detention, and the length of the detention, is within the discretion of the licensed employee or the building principal disciplining the student.

Expulsion means an action by the board to remove a student from the school environment, which includes, but is not limited to, classes and activities, for a period of time set by the board.

Out-of-school suspension means the student is removed from the school environment, which includes school classes and activities. An out-of-school suspension will not exceed ten consecutive school days unless due process is provided as required by federal and state law. A restriction from school activities means a student will attend school and classes and practice but will not participate in school activities.

Placement in an alternate learning environment means placement of a student in an environment established apart from the regular educational program that includes rules, staff and resources designed to accommodate student needs and to provide a comprehensive education consistent with the student learning goals and content standards established by the school district.

Removal from the classroom means a student is sent to the building principal's office. It is within the discretion of the person in charge of the classroom to remove the student.

Adopted:

Reviewed:

Revised:

503.8R(1) DISCIPLINE OF STUDENTS WHO MAKE THREATS OF VIOLENCE OR CAUSE INCIDENTS OF VIOLENCE – STUDENT THREATS OF VIOLENCE AND INCIDENTS OF VIOLENCE

Effective student discipline policies serve the needs of the District in maintaining the order of the education environment while safeguarding the education interests of all students. For this reason, it is crucial to engage many perspectives in crafting sound policies related to discipline. The board, in conjunction with teachers and administrators in the District, have assigned further meaning to concepts listed in this policy.

Incident Levels Defined

Incident levels must escalate, with Level 1 being less severe than Level 3 incidents. However, the District maintains discretion in applying the level of discipline appropriate for an incident. In making this determination, the administration will consider the following definitions of incident levels. Because no definition could encompass all possible threats or incidents, the administration has discretion in determining which level to assign the incident after looking at the nature of the incident as well as the age, grade level, and maturity of the student.

Level 1 Defined: A relatively minor threat of violence or a minor incident of violence involving a student. These incidents are typically characterized by low severity, minimal harm or intent, and a low likelihood of causing significant disruption or harm to others. Level 1 incidents may include verbal threats, minor altercations, or non-serious incidents that do not pose an immediate danger to others.

Level 2 Defined: A moderate threat of violence or a moderate incident of violence involving a student. These incidents are more serious than Level 1 and may involve intent to cause harm, although the harm caused is still limited in scope. Level 2 incidents could include physical fights with minor injuries, serious verbal threats, or behaviors that significantly disrupt the school environment and/or school day. Students who have previously been involved in a 'Level 1' event may escalate to a 'Level 2'.

Level 3 Defined: A severe threat of violence or a serious incident of violence involving a student. These incidents are highly concerning and pose a significant risk to the safety and well-being of others and/or create a substantial disruption in the school community and community and/or school day. Level 3 incidents may include physical assaults causing substantial harm, credible threats of serious violence, or incidents involving weapons. Students involved in a 'Level 2' event may escalate to a 'Level 3'.

Timeframe for Determining Repeated Incidents

The District will consider all incidents occurring within one school year as sufficiently close in proximity between incidents to establish that a repeated incident has occurred. However, the district reserves the right to escalate incidents where students habitually violate this policy. The rationale for establishing this timeframe is alignment with the District's Anti bullying/Anti-harassment policy. The administration will have discretion to alter this timeframe when appropriate under the circumstances, depending on the nature of the incident as well as the age, grade level and maturity of the student.

Considerations for Determining the Maturity of the Student

The District believes that gauging the maturity of a student is subject to interpretation and best left to the licensed employees who interact most closely with the student on a regular basis. Assessing a student's maturity level is based on individual characteristics unique to each student. Therefore, in making a determination about the

maturity of a student, the administration may consult with the student's classroom teacher and other relevant licensed staff. The administration will consider the following factors in determining the maturity of the student:

- Age and Developmental Stage: The age of the student is a crucial factor in determining maturity. Younger students, especially those in elementary school, may lack the emotional and cognitive development to fully understand the consequences of their actions. Older students, such as those in high school, are generally expected to have a higher level of maturity and are more accountable for their behavior.
- Social and Emotional Intelligence: Consider the student's social and emotional intelligence, including their ability to empathize with others, regulate their emotions, and resolve conflicts peacefully. Students who demonstrate good emotional intelligence may be better equipped to handle difficult situations and conflicts without resorting to violence. Assessing a student's ability to understand the feelings and perspectives of others can provide insights into their level of maturity.
- Past Behavior and Patterns: Evaluate the student's history of behavior, including any previous incidents of violence or aggressive behavior. Consistent patterns of aggression or violent tendencies may indicate a lack of maturity in handling conflicts and stressors. On the other hand, students who have shown improvement, learned from past mistakes, and engaged positively in conflict resolution strategies may demonstrate a higher level of maturity, indicating their ability to grow and learn from their experiences.

Considerations for Determining Whether the Off-Campus Threat of Violence or Incident of Violence Will Directly Affect the Good Order, Efficient Management and Welfare of the School District

The District recognizes that students maintain First Amendment rights to free expression both within school and outside. However, free speech protections are not absolute and do not extend to true threats of violence toward an individual or a group of individuals. In considering whether a threat or incident of violence will directly affect the good order, efficient management and welfare of the school district necessitating the need for investigation, the administration will consider, among other things, the following factors:

- The specificity of the threat for time, location or individual(s) targeted;
- The reasonable likelihood of the student's ability to carry out the threat;
- The reasonable likelihood that the threat will interfere with the operation of the educational environment.

In addition to the notification requirements in policy, the administration will apprise the parents or guardians of any student who suffered violence or a threat of violence, of the rights to file complaints under any other relevant board policies including but not limited to anti-bullying/anti-harassment and Title IX.

NOTE: Iowa law requires school boards to collaborate with teachers and administrators in adopting a policy related to threats of violence and incidents of violence. This accompanying regulation is designed to supplement the framework provided by the Department of Education in policy 503.8 and be edited and completed by boards through a collaborative process involving relevant stakeholders for the district.

Legal Reference: Iowa Code §279.79

Cross Reference: 502 Student Rights and Responsibilities
503 Student Discipline

Approved _____ Reviewed _____ Revised _____

STUDENT GOVERNMENT

The student council provides for student activities, serves as a training experience for student leaders, promotes the common good, gives students a share in the management of the school, develops high ideals of personal conduct, acts as a clearinghouse for student activities, seeks to interest students in school district affairs and helps solve problems that may arise. Members of the council are student representatives who have direct access to the administration.

The principal, in conjunction with the students and licensed employees, will set forth the guidelines for the student government's elections, operations, and other elements of the government.

Legal Reference: Iowa Code § 279.8

Approved March 19, 2007

Last Reviewed: November 11, 2015

STUDENT ORGANIZATIONS

Extracurricular activities and student groups are related to the curriculum of the secondary schools in the school district. These secondary school curriculum-related student organizations may use the school facilities for meetings and other purposes before, after, and during the instructional school day.

It is the responsibility of the building principal to determine whether a student group is curriculum-related. One or more of the following questions will be answered affirmatively if the group is curriculum-related:

- Is the subject matter of the group actually taught in a regularly offered course?
- Will the subject matter of the group soon be taught in a regularly offered course?
- Does the subject matter of the group concern the body of courses as a whole?
- Is participation in the group required for a particular course?
- Does participation in the group result in academic credit?

It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy. The administrative regulations will include, but not be limited to, stating the process for establishing a curriculum-related student group, assigning a faculty advisor and obtaining board approval for each student group. The administrative rules will also include the purpose of each group and its relationship to the curriculum.

Legal Reference: Westside Community Board of Education v Mergens, 496 U.S. 226 (1990).
Bender v. Williamsport Area Community School District, 741 F.2d 538 (3d Cir. 1984), *vacated and remanded on other grounds*, 475 U.S. 534 (1986).
20 U.S.C. §§ 4071-4074 (2012).
Iowa Code §§ 287.1-.3; 297.9

Approved March 19, 2007

Last Reviewed November 11, 2015

STUDENT PUBLICATIONS

Students may produce official school publications as part of the curriculum under the supervision of a faculty advisor and the principal. Official school publications include material produced in the newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

Any expression made by students, including student expression in official school publications, is not an expression of official school policy. The school district, the board, and the employees or officials are not liable in any civil or criminal action for any student expression made or published by students unless the employees or officials have interfered with or altered the content of the student speech or expression. The liability, if any, is only to the extent of the interference or alteration of the speech or expression.

Official school publications are free from prior restraint by employees or officials except as provided by law. A faculty advisor will supervise student writers to maintain professional standards of English and journalism and to comply with the law including, but not limited to, the restrictions against unlawful speech. The production of official school publications is guided by the law and by the ethical standards adopted by professional associations or societies of journalism.

Persons, other than students, who believe they have been aggrieved by student expression in a student-produced official school publication will follow the grievance procedure outlined in board policy 214.1. Students who believe their freedom of expression in a student-produced official school publication has been restricted will follow the grievance procedure outlined in board policy 502.6.

The superintendent is responsible for developing a student publications code. This code will include, but not be limited to, reasonable rules including time, place, and manner of restrictions. The superintendent will also be responsible for distributing this policy and the student publications code to the students and their parents.

Legal Reference: Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).
Iowa Code § 280.22 (2013).

Cross Reference: 309 Communication Channels
502 Student Rights and Responsibilities
504 Student Activities
903.5 Distribution of Material

Approved March 19, 2007 Reviewed November 11, 2015 Revised _____

STUDENT PUBLICATIONS CODE

A. Official school publications defined.

An "official school publication" is material produced by students in the newspaper, yearbook, or writing classes and distributed to students either free or for a fee.

B. Expression in an official school publication.

1. No student will express, publish or distribute in an official school publication material which is:

- a. obscene;
- b. libelous;
- c. slanderous; or
- d. encourages students to:

- 1) commit unlawful acts;
- 2) violate school rules;
- 3) cause the material and substantial disruption of the orderly and efficient operation of the school or school activity;
- 4) disrupt or interfere with the education program;
- 5) interrupt the maintenance of a disciplined atmosphere; or
- 6) infringe on the rights of others.

2. The official school publication is produced under the supervision of a faculty advisor.

C. Responsibilities of students.

1. Students writing or editing official school publications will assign and edit the news, editorial and feature contents of the official school publications subject to the limitations of the student publications code and the law.
2. Students will strive to achieve professional standards of accuracy, fairness, objectivity and thoroughness in each and every aspect of official school publications.
3. Students will strive to achieve professional standards of grammar, usage, punctuation and spelling for clarity and accuracy of official school publications.

D. Responsibilities of faculty advisors.

Faculty advisors will supervise student writers to maintain professional standards of English and journalism and to comply with the law including, but not limited to, the restrictions against unlawful speech.

E. Liability.

Student expression in an official school publication will not be deemed to be an expression of the school district. The school district, the board, and the employees or officials are not liable in any civil or criminal action for any student expression made or published by students unless the employees or officials have interfered with or altered the content of the student expression. The liability, if any, is only to the extent of interference or alteration of the speech or expression.

STUDENT PUBLICATIONS CODE

F. Appeal procedure.

1. Students who believe they have been unreasonably restricted in their exercise of expression in an official student publication will seek review of the decision through the student grievance procedure, under board policy 502.4.
2. Persons who believe they have been aggrieved by a student-produced official student publication will file their complaint through the citizen grievance procedure, under board policy 214.1.

G. Time, place and manner of restrictions on official school publications.

1. Official student publications may be distributed in a reasonable manner on or off school premises.
2. Distribution in a reasonable manner will not encourage students to:
 - a. commit unlawful acts;
 - b. violate school rules;
 - c. cause the material and substantial disruption of the orderly and efficient operation of the school district or school activity;
 - d. disrupt or interfere with the educational program;
 - e. interrupt the maintenance of a disciplined atmosphere; or
 - f. infringe on the rights of others.

Approved March 19, 2007

Reviewed 11/11/15

Revised _____

STUDENT PERFORMANCES

Students, as part of the education program, may participate in contests or other public and private events approved by the superintendent that will be of benefit to the student and the education program. Performance at such events is a privilege.

Students, who perform at such events, serve as ambassadors of the school district and must conduct themselves in the same manner as required in the regular school day. Students who fail to abide by this policy and the administrative regulations supporting it may be subject to disciplinary measures.

Students will be allowed to perform in these events only with proper permission and supervision and when the events do not disrupt the education program or other school district operations. The events must be approved by the superintendent, unless it involves unusual travel and expense, in which case the board must approve of the performance.

It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy. In developing the administrative regulations, these guidelines should be followed:

- Performances by student groups below the high school level should be allowed on a very limited basis;
- All groups of students should have an opportunity to participate; and,
- Extensive travel by one group of students should be discouraged.

It is within the discretion of the superintendent to determine whether the event will benefit the education program and the participating students. Contests or other performances by students unapproved by the superintendent are the responsibility of the parent and the student.

Legal Reference: Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Iowa Code §§ 280.13-.14 (2013).
281 I.A.C. 12.6.

Cross Reference: 503.4 Good Conduct Rule

Approved March 19, 2007
Last Reviewed November 11, 2015

STUDENT FUND RAISING

Students may raise funds for school-sponsored events with the permission of the school board. The school board delegates to the superintendent the authority to approve routine student fundraising as deemed appropriate. Collection boxes for school fund raising must have prior approval from the school board or its designee before being placed on school property.

All funds generated from district-sponsored student fundraising will be placed in the district's student activity fund.

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

Legal Reference: Senior Class of Pekin High School v. Tharp, 154 N.W.2d 874 (Iowa 1967).
Iowa Code § 279.8

Cross Reference:

- 502 Student Rights and Responsibilities
- 503 Student Discipline
- 504 Student Activities
- 704.5 Student Activities Fund
- 905.2 Advertising and Promotion

Approved March 19, 2007

Reviewed November 11, 2015

Revised August 10, 2022

RESCINDED-combined w/704.6

STUDENT FUND RAISING REGULATIONS

Student fundraising can enhance a student's educational experience but it must not be at the expense of the safety and education of the district's students. The following are additional regulations to assist the administration in developing procedures necessary for successful fundraising efforts.

Safety:

- Students will not be asked to solicit door to door.
- Students who do not wish to engage in fundraising efforts will be provided an alternative community service option to apply toward credit of funds raised. The alternative option will not be unduly burdensome or onerous when compared to the fundraising activity.

Fiscal Responsibility:

- All funds generated due to a student fund raising activity will be deposited into the district's student activity funds, pursuant to applicable laws and board policies.
- Funds raised for a participatory student activity will be equally applied to all students regardless of their participation in fundraising efforts.
- All funds generated from district sponsored student fundraising efforts will be deposited in the student activity fund.
- All funds generated from non-district sponsored student fundraising efforts will be deposited into an agency fund designated by the board for such purpose.
- No school district employee or other individual affiliated with the district may deposit student fund raising funds into any other account.
- All funds received from student fundraising are the property of the district.

Advertising/Promotion:

- Any student fundraising activity which utilizes the district name, likeness and/or logo will be subject to board approval, and all other conditions of this policy and accompanying regulations.

STUDENT ACTIVITY PROGRAM

Participation in school activities is a privilege. School activities provide the benefits of promoting additional interests and ability in the students during their school years and for their lifetime.

Students will have an opportunity to participate in a school activity unless the activity is not offered or the student cannot participate for disciplinary reasons. If the activity is an intramural or interscholastic athletic activity, students of the opposite sex will have a comparable opportunity for participation. Comparable opportunity does not guarantee boys and girls will be allowed to play on each other's teams when there are athletic activities available that will allow both boys and girls to reap the benefits of school activities, which are the promotion of additional interests and abilities in the students.

Student activity events must be approved by the superintendent unless they involve unusual travel expense, in which case the board will take action. The events must not disrupt the education program or other school district operations.

A high school student who participates in school sponsored athletics may participate in a non-school sponsored sport during the same season with approval of the high school principal.

Such outside participation shall not conflict with the school sponsored athletic activity.

It is the responsibility of the superintendent to develop administrative regulations for each school activity. These regulations will include, but not be limited to, when physical examinations will be required, how and when parents will be informed about the risk of the activity, academic requirements, and proof of insurance on the student participating in certain activities. Students wanting to participate in school activities must meet the requirements set out by the school district for participation in the activity.

Note: This is a mandatory policy. Boards must have a policy addressing the issue of non-school athletic participation.

Options for the 4th and 5th paragraphs are:

- Option 1 (prohibition) A high school student who participates in school sponsored athletics may not participate in a non-school sponsored sport during the same season.
- Option 2 (no limitations) A high school student who participates in school sponsored athletics may participate in a non-school sponsored sport during the same season.
- Option 3 (limited to school year) A high school student who participates in school sponsored athletics may participate in a non-school sponsored sport during the same season if outside of the regular school year.
- Option 4 (only with approval) A high school student who participates in school sponsored athletics may participate in a non-school sponsored sport during the same season with approval of the (superintendent, high school principal, athletic director).
- (Options 2-4) Such outside participation will not conflict with the school sponsored athletic activity.

Legal Reference: 20 U.S.C. §§ 1681-1683; 1685-1686 (2012).
34 C.F.R. Pt. 106.41 (2012).
Iowa Code §§ 216.9; 280.13-.14 (2013).
281 I.A.C. 12.6., 36.15(7).

Cross Reference: 501 Student Attendance
502 Student Rights and Responsibilities
503 Student Discipline
504 Student Activities
507 Student Health and Well-Being

Approved March 19, 2007 Reviewed November 11, 2015 Revised _____

COMMENCEMENT

Students who have met the requirements for graduation will be allowed to participate in the commencement proceedings provided they abide by the proceedings organized by the school district. **Students will not participate in commencement until all financial and disciplinary obligations are fulfilled or a plan is established with the business office.** It is the responsibility of the principal to solicit input from each graduating class regarding the proceedings for their commencement.

Failure of a student to participate in commencement will not be a reason for withholding the student's final progress report or diploma certifying the student's completion of high school.

Legal Reference: Iowa Code §§ 279.8; 280.3, .14 (2013).
281 I.A.C. 12.5.

Cross Reference: 505 Student Scholastic Achievement

Approved February 14, 2007 Reviewed November 11, 2015 Revised _____

RETIREMENT – CERTIFIED PERSONNEL

The East Buchanan Community School District Retirement Program as described in this document has been approved by the District Board of Education to be effective starting with the 2023-2024 fiscal year. As approved, it applies only to Certified Employees. This Retirement Program does not vest rights in any District employee whether or not the employee is currently eligible for the Program.

Purpose

The Board of Education of the East Buchanan Community School District has deemed it appropriate to provide a retirement incentive to certified employees of extended tenure who opt to retire from the District pursuant to the terms of this Retirement Program.

The purpose of this program is to provide the District's employees with the option and opportunity for retirement from their employment with the District. This Retirement Program is designed to show the District's appreciation for the services an employee has rendered to the District, to aid the employee in their transition from public service to retirement, and to save District funds through a reduction in staff and/or replacement savings.

EMPLOYEE REQUIREMENTS

A. Determining Eligibility - Employees must meet the following criteria to be eligible to participate in the retirement program:

1. in applying this provision, an employee will be at least the age of fifty-five (55) on or before June 30, 2024;
2. wish to retire voluntarily from service in the East Buchanan Community School District at the end of the current contract;
3. has been actively employed during the school year in which one requests retirement benefits;
4. has completed a minimum of Twelve (12) years continuous service to the East Buchanan Community School District and is currently employed at the time the voluntary retirement request is made. A leave of absence may interrupt continuous service without affecting the continuous years of service rule. Professional and military leave will qualify toward continuous service;
5. is not receiving payments from the district's long-term disability insurance program; and
6. has not been discharged for cause or notified that their contract is under consideration of termination or reduction.

B. Qualifying for Program - An eligible employee qualifies for this program upon completion of the following requirements:

1. submission of a written application by the employee to participate in this program by February 28th of the contract year, addressed to the Board Secretary.
2. submission of a written resignation to the Board of Education on the same day as the submission of the written application to participate in the program; and
3. the Board's acceptance of the written resignation. The resignation will not be binding unless the employee is eligible and appropriately qualifies under the program and the Board accepts the employee's written resignation. The Board's acceptance of the written resignation will be considered final action and shall mean that the employee's application is accepted and the employee's contract and employment duties will end on the last day of the current fiscal year.

In all cases, completion of the above requirements is realized by receipt or certification by the Board Secretary.

RETIREMENT – CERTIFIED PERSONNEL

PROGRAM CALCULATION

Each participating employee may receive two incentives as an early separation of a payment into a Health Reimbursement Arrangement as determined by the board. It will deposit as a non-elective employer contribution directly into the early retiree's account established by the district beginning in October 2024. Any benefit paid will be subject to deductions required by federal or state law. The amount is based on:

- 1) IPERS Rule and percentage of base salary at 1.0 FTE of the specific employee for the current school year
- 2) a payout based upon the five-year average of employee FTE (Max 1.0 FTE) and the five-year average of remaining sick days at the end of the school year.

Rule Payouts

Rule of <88 - 0% of the 1.0 FTE base salary + \$100 per remaining sick days based on calculations
Rule of 88 – 40% of the 1.0 FTE base salary + \$100 per remaining sick days based on calculations
Rule of 90 – 30% of the 1.0 FTE base salary + \$100 per remaining sick days based on calculations
Rule of 92 – 20% of the 1.0 FTE base salary + \$100 per remaining sick days based on calculations
Rule of 94 – 10% of the 1.0 FTE base salary + \$100 per remaining sick days based on calculations
Rule of 96+ - 0% of the 1.0 FTE base salary + \$100 per remaining sick days based on calculations

When any employee retires after Twelve (12) or more years of continuous employment with the East Buchanan Community School District and has accumulated sick leave up to a maximum of 120 days sick leave, a retirement stipend shall be paid based upon the following schedule.

The benefit amount for all employees will be determined in the same manner based upon the five-year average of employee FTE and the five-year average of remaining sick days at the end of each fiscal year:

1. The retirement applicant will be paid one hundred dollars (\$100.00) for each eligible sick day times their average FTE (maximum 1.0 FTE).
2. Each retirement applicant will have their FTE determined by averaging the FTE for the previous four (4) contract years and their FTE during the school year in which they request retirement.
3. Each retirement applicant will have their number of eligible sick days determined by averaging the remaining sick days on May 30th for the previous four (4) contract years and their remaining sick days on May 30th during the school year in which they request retirement.

HEALTH INSURANCE

The employee may elect to continue to participate in the District's health insurance plan until he or she reaches the age at which they become eligible to receive Medicare as long as they pay the monthly premiums and are permitted to continue coverage by the insurer. To continue health insurance coverage, the employee shall pay the monthly premium amount to the District's Business Office on a date mutually agreed upon prior to the date the District's premium payment is made to the insurance carrier.

Nothing herein shall limit the District's ability to change the terms of its existing health insurance plan. This plan in no way guarantees that an employee will be provided any certain level of benefits or premiums during the time of the employee's participation in the plan.

RETIREMENT – CERTIFIED PERSONNEL

EMPLOYEE RIGHTS

In the event this Retirement Program is altered or discontinued, persons who retired from employment with the District under its provisions will continue to receive the benefits in effect and authorized by the Board of Education at the time the employee's letter of resignation was accepted.

The adoption of this Retirement Program shall not vest any rights in any employee whether or not the employee is currently eligible for retirement. The Board of Education shall have the complete discretion to review, amend or repeal this policy at any time, when, in the judgment of the Board of Education, the district no longer realizes economic benefits from this policy or otherwise determines that the policy is not in the best interests of the district. Furthermore, the district shall not be obligated to provide any of the benefits to any employee after the date of such amendment or repeal, except to those employees whose retirement pursuant to this policy has commenced prior to the amendment or repeal.

STATUS OF PARTICIPANTS

An employee who elects to participate in the District's Retirement Program will become a retired employee and will be entitled to all rights and privileges of retired employees under applicable law and the policies of the East Buchanan Community School District Board of Education.

However, Early Separation Plan participants shall not be eligible to be rehired in any capacity with the East Buchanan Community School District; nor shall the East Buchanan Community School District be required to consider an application for employment from an Early Separation Plan participant; provided however, that, at the sole discretion of the Board of Directors, the District may employ Early Separation Plan participants as temporary substitute employees or as coaches and/or sponsors of extracurricular activities.

Each employee who elects to participate in the District's Early Separation Plan must specifically agree to hold the District harmless and indemnify it if the participant attempts to submit an application for employment or otherwise attempts to be reemployed with the District. The participant is not precluded in any way from accepting employment with an employer other than the District after fulfilling the terms of the employee's 2023-2024 contract with the District.

In the event the employee who elects to participate in the District's Retirement Program has previously signed a contract for the next school year, said contract will be null and void.

TAXABILITY OF RETIREMENT BENEFITS

Retirement benefits that are solely payment for health care benefits are generally considered to be not taxable income to the employee. Cash payments are generally considered taxable income to the employee. But when an employee has the option to choose between cash or a lump sum payment in addition to or in lieu of health care benefits, all of the benefits are likely to be treated as taxable income. So, retirees receiving health care benefits may have to pay income tax on the value of those benefits. However, the District is not providing tax advice, and the employee must consult the employee's own tax advisor for the actual taxability of retirement benefits.

POLICY CONTINUATION

The Board of Education shall review the Retirement Policy on an annual basis to assess the needs of the district regarding personnel considerations and budget issues prior to the December board meeting of each school year. A decision on whether to offer the Retirement – Certified Personnel Policy for the current school year shall be made at that time.

Date Adopted: December 13, 2000

Last Reviewed: July 12, 2023

CLASSIFIED EMPLOYEE RETIREMENT

Classified employees who will complete their current contract with the board may apply for retirement. No classified employee will be required to retire at a specific age.

Application for retirement will be considered made when the classified employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board, if applicable, the employee's intent to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent.

Board action to approve a classified employee's application for retirement shall be final and such action constitutes termination of the employee's contract for the next school year.

Classified employees and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage in the school district's group health insurance program, at their own expense, by meeting requirements of the insurer.

Classified employees who retire under this policy may qualify for retirement benefits through the Iowa Public Employees Retirement System (IPERS).

A. Determining Eligibility:

Employees must meet the following criteria to be eligible to participate in the retirement program:

1. in applying this provision, an employee will be at least the age of fifty-five (55) on or before June 30, 2024;
2. wish to retire voluntarily from service in the East Buchanan Community School District;
3. has been actively employed during the school year in which one requests retirement benefits;
4. has completed a minimum of Twelve (12) years continuous service in the East Buchanan Community School District and is currently employed at the time the voluntary retirement request is made. A leave of absence may interrupt continuous service without affecting the continuous years of service rule. Professional and military leave will qualify toward continuous service;

When a classified employee* retires after Twelve (12) or more years of continuous employment with the East Buchanan Community School District and has accumulated sick leave up to a maximum of 120 days sick leave, a retirement stipend shall be paid based upon the following schedule. The retiring employee's retirement benefit check will be paid out on July 20th of the retiring year.

1. The retirement applicant will be paid one hundred dollars (\$100.00) for each eligible sick day times their average FTE (maximum 1.0 FTE).
2. Each retirement applicant will have their FTE determined by averaging the FTE for the previous four (4) contract years and their FTE during the school year in which they request retirement.
3. Each retirement applicant will have their number of eligible sick days determined by averaging the remaining sick days on May 30th for the previous four (4) contract years and their remaining sick days on May 30th during the school year in which they request retirement.

The early retirement program is not available to any employee who has received notification of possible contract termination or who has been discharged, with the Board of Education the final determiner of that status. Classified employees must submit a written application to the Superintendent of Schools at least sixty (60) days prior to their retirement date.

* An employee in a classified position must have been employed during the entire school year – from the first student day of school to the last student day of school between July 1st and June 30th to be credited with one year of employment.

Legal Reference: 29 U.S.C. Sect. 621 *et seq.* (2012)
Iowa Code §§ 91A.2, .3, .5; 97B; 216; 279.19A, .46 (2013).
Board Policy East Buchanan Community Schools

CLASSIFIED EMPLOYEE RETIREMENT

1978 Op. Att'y Gen. 247
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 412 Classified Employee Compensation and Benefits
 413 Classified Employee Termination of Employment

Approved: July 16, 2001

Reviewed: November 9, 2016; November 14, 2018; December 11, 2019; November 11, 2020; December 8, 2021;
December 14, 2022 (revised); July 12, 2023

RESCIND