



MISSION STATEMENT  
The mission of the Anamosa Community School District is to provide all students educational opportunities to learn and achieve in a rapidly changing global society

**Anamosa Community School District**  
**Board of Directors**  
**Regular Meeting**  
***Middle School Library***  
**June 3, 2013 – 7:00 p.m.**

**TENTATIVE AGENDA**

**Exhibit**

1. Call to Order
2. Roll Call and Determination of a Quorum
3. Adoption of Agenda
4. Communication from Individuals & Delegation  
*Recognize Visitors & Community Input*
5. Consent Agenda (Review & Approval)  
*Personnel Appointments & Adjustments* A

**OLD BUSINESS:**

1. Middle School Update B
2. District Vision/Future Facilities Discussion C
3. Resolution Directing Sale of Bonds D

**NEW BUSINESS:**

1. Approval of Fiscal Agent Agreement with Cedar/Jones County Early Childhood Iowa E
2. Employee Assistance Program Contract Approval F
3. Approval of Grant Wood AEA Computer Services Agreement for 2013-2014 G
3. Teacher Association Negotiation Initial Proposal H
4. Board Negotiations Proposal for Teacher Association I

**REPORTS:**

1. Committee Reports
2. Board Comments
3. Principal Reports
4. Superintendent Report

**Adjourn**

**Important Dates**

- June 17 – Joint School Board Meeting with Olin – 6:00 p.m.  
June 17 – Regular School Board Meeting – Immediately following Joint Meeting with Olin  
June 23 - Fitness Center Naming Ceremony – 2:00 p.m.  
July 1 – Regular School Board Meeting – 7:00 p.m.

*An explanation of board exhibits can be viewed at [www.anamosa.k12.ia.us](http://www.anamosa.k12.ia.us) or requested in their entirety by contacting the Anamosa Community School District Central Office.*

Posted: 5-30-13

**BOARD OF EDUCATION MEETING**  
**June 3, 2013**

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**ISSUE:** Personnel Appointments and Adjustments

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**BACKGROUND:**

Routine personnel matters, as outlined in attachment, are recommended for approval.

**THE RECOMMENDATION IS:**

“The Board of Education approve the personnel items as listed.”

**PERSONNEL APPOINTMENTS & ADJUSTMENTS – 6-3-13**

**EFF. DATE**

**REASON**

**BLDG. /SUBJECT**

**CERTIFIED STAFF**

Kara Davis	High School Reading Specialist	Open Position (Hamblin)	2013-2014 School Year
Heather Hansen	Secondary Media Specialist/Technology	New Position	2013-2014 School Year

**CLASSIFIED STAFF**

**COACHING/EXTRA-CURRICULAR**

Matt Beltramea	Summer Weight Room Coordinator	Open Position (Roberts)	July 1, 2013
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**RESIGNATION**

Stacy Decker	High School Paraeducator	Personal	May 17, 2013
Bart Shindelar	7 <sup>th</sup> Grade Boys' Basketball Coach	Personal	Immediately
Jordan Cusick	7 <sup>th</sup> Grade Volleyball Coach	Personal	Immediately

**BOARD OF EDUCATION MEETING**  
**June 3, 2013**

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**ISSUE:** Middle School Update

**CONTACT:** Brian Ney, Superintendent

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**BACKGROUND:**

An update on the middle school will be given.

**THE RECOMMENDATION IS:**

If any action is needed, it will be taken here.

**BOARD OF EDUCATION MEETING**  
**June 3, 2013**

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**ISSUE:** District Vision/Future Facilities Discussion

**CONTACT:** Brian Ney, Superintendent

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**BACKGROUND:**

Discussion can continue for future District facility construction.

**THE RECOMMENDATION IS:**

If any action is needed, it will be taken here.

**BOARD OF EDUCATION MEETING**  
**June 3, 2013**

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**ISSUE:** Resolution Directing Sale of Bonds

**CONTACT:** Brian Ney, Superintendent

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**BACKGROUND:**

See attached. We will fill in details after the sale of the bonds.

**THE SUPERINTENDENT'S RECOMMENDATION IS:**

“Approve Resolution for sale of bonds.”

June 3, 2013

The Board of Directors of the Anamosa Community School District, in the Counties of Jones and Linn, State of Iowa, met in regular session, in the Library at the Anamosa High School, 209 Sadie Street, Anamosa, Iowa, 52205, at 7:00 o'clock P.M., on the above date. The meeting was called to order by the President and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Lowell Tiedt, President	<input type="checkbox"/>	<input type="checkbox"/>
Rich Crump, Vice President	<input type="checkbox"/>	<input type="checkbox"/>
Kandi Behnke	<input type="checkbox"/>	<input type="checkbox"/>
Kristine Kilburg	<input type="checkbox"/>	<input type="checkbox"/>
Shaun Lambertsen	<input type="checkbox"/>	<input type="checkbox"/>
Connie McKean	<input type="checkbox"/>	<input type="checkbox"/>
Anna Mary Riniker	<input type="checkbox"/>	<input type="checkbox"/>

This is the time and place for the sale of General Obligation School Bonds, Series 2013. The bids were previously received and opened by the Superintendent of Schools, Secretary of the Board, and the Financial Advisor at a meeting held in the Office of the Superintendent, Anamosa, Iowa, at 12:00 o'clock Noon on this date. The following bid was determined by the Superintendent, Secretary of the Board, and Financial Advisor as the best bid received. Whereupon, there was introduced and caused to be read a resolution entitled "RESOLUTION DIRECTING THE SALE OF \$ \_\_\_\_\_ GENERAL OBLIGATION SCHOOL BONDS, SERIES 2013". The resolution was moved and seconded as follows, and after due consideration of said resolution by the District, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Lowell Tiedt, President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rich Crump, Vice President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kandi Behnke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kristine Kilburg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shaun Lambertsen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Connie McKean	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anna Mary Riniker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

Upon motion and vote, the meeting adjourned.

\_\_\_\_\_  
President of the Board of Directors

Attest:

\_\_\_\_\_  
Secretary



RESOLUTION DIRECTING THE SALE OF \$\_\_\_\_\_ GENERAL  
OBLIGATION SCHOOL BONDS, SERIES 2013

WHEREAS, pursuant to notice as required by law, bids have been received at public sale for the Bonds and evaluated; and the best bid was determined:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE ANAMOSA COMMUNITY SCHOOL DISTRICT IN THE DISTRICT OF JONES AND LINN:

Section 1. That the bid for the Bonds was determined by the Superintendent of Schools, Secretary of the Board, and the Financial Advisor to be the best and most favorable bid received. Bonds are awarded, based on the following bid:

Bidder: \_\_\_\_\_ of \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_

Net Interest Cost \$ \_\_\_\_\_

True Interest Cost \$ \_\_\_\_\_

Section 2. That the form of contract for the sale of the Bonds is approved and the President and Secretary are authorized and directed to execute the contract for sale of the Bonds on behalf of the School District.

Section 3. That all acts of the Superintendent of Schools, Secretary of the Board, and Financial Advisor done in furtherance of the sale of the Bonds are ratified and approved.

PASSED AND APPROVED this 3rd day of June, 2013.

\_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

**(Attach executed copy of winning bid.)**

CERTIFICATE

STATE OF IOWA                            )  
                                                  ) SS  
COUNTY OF JONES                    )

I, the undersigned Secretary of the Board of Directors of the Anamosa Community School District, in the Counties of Jones and Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Secretary of the Board of Directors of  
the Anamosa Community School  
District

**BOARD OF EDUCATION MEETING**  
**June 3, 2013**

---

**ISSUE:** Cedar/Jones County Early Childhood Iowa Fiscal Agent Agreement

**CONTACT:** Business Manager Linda Von Behren

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**BACKGROUND:**

The Anamosa Community School District has had an agreement to act as the Fiscal Agent for Jones County Empowerment /Early Childhood Iowa for several years. Effective with FY 2013, Jones County and Cedar County Early Childhood Boards were merged. The attached agreement is to provide Fiscal Agent Services for the combined board effective July 1, 2013 through June 30, 2014.

**THE RECOMMENDATION IS:**

“Approve the attached Fiscal Agent Agreement with Cedar/Jones County Early Childhood Iowa Board for July 1, 2013 through June 30, 2014.”



*Cedar/Jones County*  
Early Childhood Iowa

FISCAL AGENT AGREEMENT  
with  
*the Anamosa Community School District*

This agreement, made this 1<sup>st</sup> day of July 2013, is between the *Cedar/Jones Early Childhood Iowa Board*, hereafter referred to as BOARD, and the *Anamosa Community School District*, hereafter referred to as the Fiscal Agent.

**I. PURPOSE OF AGREEMENT**

The BOARD has been designated a Early Childhood Iowa (ECI) Area within the geographical area it serves and has received a grant of state funds for School Ready Children Services and a grant of federal funds for an Early Childhood Program (hereinafter referred to jointly as Early Childhood Iowa funds).

Pursuant to Iowa Code Chapter 256I, the Board is required to designate a public entity as a fiscal agent to administer grant funds. The *Anamosa Community School District* has been designated as the fiscal agent for the Board.

**II. DURATION OF AGREEMENT**

This agreement shall become effective on July 1<sup>st</sup>, 2013. This agreement shall remain in effect until June 30<sup>th</sup>, 2014, unless terminated earlier according to provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the Board for the new agreement period. All other terms of the agreement shall remain in effect unless specifically amended.

**III. FISCAL AGENT RESPONSIBILITIES**

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

A. Deposit Early Childhood Iowa funds in an interest bearing account separate from other funds of the Fiscal Agent and in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §650 I et seq.

B. Issue payments from Early Childhood Iowa grant accounts as directed by authorized Board personnel. Payments shall be issued to the individual, vendor, business, or other

entity identified by the Board, in the amount specified, and to the address provided by the Board. Payments shall be issued as directed, within 21 calendar days from the date the Fiscal Agent receives written notification from authorized Board personnel.

C. Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts, or accounts containing Early Childhood Iowa grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.

D. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.

E. Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:

1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the Board:

- a. The date written notification/authorization was received from the Board Staff.
- b. The name of the authorized Board staff authorizing the payment.
- c. The name and mailing address of the payee.
- d. The amount of the payment.
- e. The check number or other unique identification of the payment
- f. The date the payment was mailed or hand-delivered to the payee.
- g. The date the payment is cleared or paid out of the Early Childhood Iowa grant account or account containing Early Childhood Iowa grant funds.
- h. The date of any stop payment requested by the Fiscal Agent and the reason.

2. Running balances for each fund which includes:

- a. The cumulative amount of payments authorized by the Board
- b. The cumulative amount of payments issued.
- c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.

3. Separate running balances for Administrative funds and Program funds for each School Ready Children Services fund and Early Childhood Program fund.

The following shall be considered:

- a. Administrative expenses for School Ready Children Services are not to exceed 3% of the annual School Ready grant.
- b. Administrative expenses for the Early Childhood Program shall not exceed 5% of the annual Early Childhood grant.
- c. Interest accrued is to be added to program funds for each grant.
- d. Early Childhood funds have a time limit for expending, obligated with a federal fiscal year and expended by the end of the subsequent federal fiscal year.

e. School Ready funds also have a time limit for expending, and shall not exceed three years.

F. Identify the amount of any monthly bank costs for maintaining the Early Childhood Iowa fund account or proportion of such costs attributable to that portion of an account constituting Early Childhood grant funds, and the amount of any monthly interest earned for the Early Childhood Iowa fund account or proportion of such earnings attributable to that portion of account constituting Early Childhood Iowa grant funds.

G. Submit monthly expenditure reports, based on an accrual reporting system, within 21 calendar days from the end of the prior month to the Board. Reports shall be submitted in a format agreed to by the Board and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the Board may request, and as is necessary to reconcile the records of the Board with the records of the Fiscal Agent.

H. Submit monthly copies of bank statements identifying account balances for both the School Ready Children Services fund and Early Childhood Program fund.

I. Submit a report within 45 calendar days from the end of the agreement period, or such earlier date as the agreement may be terminated, to the Board. The report shall be submitted in a format agreed to by the Board and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the Board may request, and as is necessary to reconcile the records of the Board with the records of the Fiscal Agent.

J. Submit a report to the Board on any audits performed as well as the findings of any audits of the accounting records for the School Ready Children Services and Early Childhood Program funds. The report shall be submitted to the Board within 21 days of receipt by the Fiscal Agent.

K. Fiscal Agent reimbursement for these services shall be in the amount of one thousand dollars (\$1,000.00) per agreement period to be paid in the last month of the Fiscal Year.

L. Return unexpended Early Childhood Iowa grant funds, and accrued interest as may be required by law, to the Board if this agreement is terminated or if Early Childhood Iowa grant funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.

M. Reconcile its records for the payment and distribution of Early Childhood Iowa grant funds with the Board as requested by the Board.

N. If this agreement is renewed or extended any unexpended Early Childhood Iowa grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

O. Acknowledge that as the contractor for ECI funds, the contractor has no decision making authority relating to the expenditures of these funds.

P. Utilize State ECI Tool UU "Guidance to ECI Area Boards Regarding Financial Agreed Upon Procedures" as part of the audit of their own financial records.

Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the early childhood Iowa funds managed by area boards. "Audit" means a financial review by area boards of early childhood Iowa funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures.

#### **IV. BOARD RESPONSIBILITIES**

The Board shall have the following responsibilities:

A. Advise the Fiscal Agent in writing of the identity of Board personnel authorized to approve and submit payment requests for Early Childhood Iowa grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.

B. Determine the amount and payee for any payment to be made from Early Childhood Iowa grant funds.

C. Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for Early Childhood Iowa grant funds approved by the Board, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.

D. Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:

1. The date written notification/authorization was submitted to the Fiscal Agent.
2. The name of the authorized Board staff authorizing the payment.
3. The name and mailing address of the payee.
4. The amount of the payment.

E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by the Board. The Board and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the Board. The Board and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

G. Any Early Childhood Iowa grant funds allocated to the Board remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the Early Childhood Iowa grant funds allocated to the Board for the next state fiscal year.

H. Be responsible for reimbursing the Contractor for costs incurred above and beyond the cost of their independent audit relating to the completion of the "Agreed Upon Procedures" for the ECI area.

## V. GENERAL PROVISIONS:

A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.

B. Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.

C. Termination of Agreement

1. For Cause. Causes for termination during the period of the agreement are:

- a. Failure of the Fiscal Agent to complete or submit required reports.
- b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
- c. Failure of the Fiscal Agent to abide by the terms of this agreement.

If one of the above occurs, the Board shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the Board may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the Board determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The Board shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.



3. State reorganization plan. The Board shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the Board is altered by legislative mandate or by direction of the State of Iowa or federal government.

4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the Board liable in any manner for the resulting changes. The Board shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.

5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.

D. Confidentiality - the Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.

E. Statement regarding meeting all Federal and State Requirements – the Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.

F. Records Retention - The Fiscal Agent shall maintain records that document the validity of reports submitted to the Board. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.

G. Review of Contract Related Documentation - upon request, the Fiscal Agent shall allow authorized representatives of the Board or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.

H. Federal Lobbying Requirements - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements.

The Fiscal Agent agrees, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Local Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Fiscal Agent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

I. Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Non-procurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

J. Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to

children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

Cedar/Jones ECI Board

Anamosa Community School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jean Sullivan  
Name

Lowell Tiedt  
Name

Board Chairperson  
Title

Board President  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

200 South Garnavillo Street  
Address

Anamosa, IA 52205-1940  
City, State, Zip Code

42-6000667  
Tax Identification Number

79-369-8973  
DUNNS Number

**BOARD OF EDUCATION MEETING**  
**June 3, 2013**

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**ISSUE:** Employee Assistance Program Contract Approval

**CONTACT:** Superintendent Brian Ney

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**BACKGROUND:**

Our three year contract for the Employee Assistance Program through Mercy Family Counseling is up for renewal. There is an increase in the per contract hour rate from \$70.00 to \$80.00. This new contract option is for one year as will future renewals. There is a copy of the contract attached.

Services supplied include counseling, educational materials and trainings.

**THE SUPERINTENDENT'S RECOMMENDATION IS:**

“Approve one year contract through Mercy Family Counseling for our Employee Assistance Program.”



May 23, 2013

Linda Von Behren  
Anamosa Community School District  
200 S Garnavillo St.  
Anamosa, IA 52205

Dear Linda,

We are writing to remind you that it is time to renew the contract for EAP services for your employees. Please accept our apologies for the lateness of this request. Because we are a "division" of Mercy Medical Center, the contracts for the entire hospital have been in attorney hands for revision. The attorney has requested we complete a new contract in order to have consistency.

There has been an increase in our per contact hour rate from the \$70.00 of your original contract to \$80.00. That rate was instituted in 2011, but you enjoyed the lower fee due to the 3 year term of the original agreement. The contract option is for now one year at a time as will be future renewals. Two copies of the agreement are enclosed for your signature and return to us. We will forward a signed copy for your records.

Please be assured that we will continue to provide the same services of counseling, educational materials, and training as in the past. We look forward to our continuing relationship.

Feel free to contact me at the numbers or e-mail below if you have questions or concerns. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Cheryl Achey". The signature is written in a cursive, flowing style.

Cheryl Achey  
EAP Assistant  
(319) 398-6694  
[cachey@mercycare.org](mailto:cachey@mercycare.org)

Enc.

**EMPLOYEE ASSISTANCE PROGRAM  
FEE FOR SERVICE AGREEMENT**

**THIS FEE FOR SERVICE Agreement** (“Agreement”) is made and entered into this 1st day of June, 2013 (“**Effective Date**”), by and between Mercy Medical Center, Cedar Rapids, Iowa, an Iowa non-profit corporation (through its Employee Assistance Program “EAP”) and Anamosa Community School District, 200 S. Garnavillo St, Anamosa, IA 52205 (“Employer”).

**WHEREAS**, EAP operates a program designed to assist employees and their families with problems that are affecting their job performance and/or their personal lives, and

**WHEREAS**, Employer desires to provide an employee assistance program to its employees and their dependents.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of the parties to the agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

**I. EAP Duties:**

- A. Administer a “broad brush” employee assistance program as described herein and make it available to Employer’s employees and their dependents.
- B. Provide initial training to Employer’s supervisors and subsequent training, if desired by Employer, on mutually agreed upon topics.
- C. Provide initial employee orientation to Employer’s employees regarding EAP services available to them and their dependents and subsequent orientation sessions if desired by Employer.
- D. Make presentations to Employer’s employees on topics associated with EAP services, such as substance abuse, marital and family dysfunction, emotional distress, financial problems, stress management and workplace violence, as desired by Employer.
- E. Make the following EAP promotional materials available to Employer’s employees and their dependents:
  - 1. Brochures
  - 2. The “Mercy Touch” news magazine
  - 3. Posters
  - 4. Magnets
- F. Provide EAP Counseling services as follows for Employer’s employees and their dependents:
  - 1. Intake, assessment and problem-solving for a wide range of personal problems.
  - 2. Up to 5 one-hour counseling sessions per employee family per calendar year.
  - 3. Referral to appropriate human service agencies and treatment centers when necessary.
  - 4. Follow-up counseling services to assist the employee with reintegration back into the work setting.

- 5. Supervisor consultation.
- G. Maintain an office external to Employer available for counseling services.
- H. Provide quarterly year-to-date utilization reports that will include the following statistics:
  - 1. Demographic data
  - 2. Client Status data
  - 3. Client Outcome data
- I. Send monthly statements to Employer listing the services not covered by the Administrative Fee that were provided by EAP during the preceding month and amounts owed by Employer to EAP in relation thereto.

**II. Employer Duties:**

- A. Provide access to aggregate personnel and benefit information to EAP.
- B. Compensate EAP at the stated rates for each service provided:
  - 1. Annual Administrative Fee.....\$500 First Year/ \$300 each year thereafter, which includes provision of initial supervisory training, initial employee orientation, promotional materials, supervisory consultations, external office and quarterly utilization reports.
  - 2. Additional Supervisory Training.....\$80.00 per contact hour
  - 3. Additional Employee Orientation..... \$80.00 per contact hour
  - 4. Topic Presentations.....\$80.00 per contact hour
  - 5. EAP Counseling Services.....\$80.00 per session, which includes any coordination of services and administrative follow-up that may occur after the initial assessment period.
- C. Remit payment to EAP for the annual Administrative Fee upon execution of this Agreement and annually thereafter no later than the anniversary date of this Agreement.
- D. Remit payment in full to EAP within thirty (30) days of receipt of a statement from EAP listing the services not covered by the Administrative Fee that were provided during the preceding month.

**III. Term and Termination:**

- A. This Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect for one (1) year (the "initial term"). This Agreement may be renewed for additional one (1) year terms upon mutual prior written agreement of the parties.
- B. This Agreement may be terminated as follows:

1. This Agreement may be terminated at any time for any reason upon the mutual agreement of the parties.
2. Either party may terminate this Agreement for any reason by giving the other party at least ninety (90) days prior written notice of the terminating party's intention to terminate the Agreement.
3. Either party may immediately terminate this Agreement by written notice to the other party and may regard the other party as in default of this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the insolvent party shall immediately notify the other party of its occurrence.
4. EAP may immediately terminate this Agreement in the event EAP determines that Employer has breached a material term of this Agreement as provided under the HIPAA Privacy Regulations at 45 CFR §164.504(3)(2)(iii).

#### **IV. Relationship of the Parties:**

- A. EAP and Employer shall set up compatible procedures to implement and administer the Agreement.
- B. The parties to this Agreement are independent contractors. None of the provisions of this Agreement are intended to create or shall be construed to create, an employment relationship, agency, partnership, joint venture, corporation or any other relationship between the parties other than that of independent parties, contracting hereunder solely for the purpose of implementing the provisions of this Agreement. Accordingly, none of the parties hereto, nor any of their respective employees or agents, is, or by reason of the provisions hereof, shall be, deemed to be the agent, employee or representative of any other party. EAP and Employer maintain separate and independent management and each has full, complete, absolute and sole authority and responsibility regarding their own separate organizations and operations.

#### **V. Disclosure of Information:**

- A. EAP shall not disclose any medical, financial, or personal information about any of Employer's employees or their dependents without prior authorization from the employee/dependent, except as otherwise permitted or required by law.
- B. If and to the extent required by Section 1395x(v)(1) of Title 42 of the United States Code, until the expiration of four years after the termination of this Agreement, the parties shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of the parties as are necessary to certify the nature and



extent of the costs of the services provided under this Agreement. The parties agree that, in the event they carry out any of their duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization, such contract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of the parties as are necessary to certify the nature and extent of such costs. The parties' obligations hereunder shall survive termination of this Agreement.

## **VI. General Provisions:**

- A. ***Iowa Law Applies.*** This Agreement shall be construed, and all of the rights, powers, and liabilities of the parties hereunder shall be determined, in accordance with the laws of the State of Iowa.
- B. ***Law Supersedes Agreement.*** Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement.
- C. ***Severability.*** If any provision or clause of this Agreement or application thereof to any person or circumstances is held invalid or unlawful, such invalidity or unlawfulness shall not affect any other provision or clause of this Agreement or application thereof which can be given effect without the invalid or unlawful provision, clause or application.
- D. ***Remedies.*** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Every power and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
- E. ***Waiver.*** No delay or omission of either party to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event or default or acquiescence therein. Furthermore, any such delay or omission by either party in relation to a breach of any provision of this Agreement by the other shall not be construed as a waiver of any subsequent breach.
- F. ***Assignment.*** All rights and obligations under this Agreement shall be personal to each party and shall not be assigned or otherwise disposed of by either party without prior written approval of the other party. Subject to the foregoing limitation upon assignment, the rights and obligations under this Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their heirs, executors, administrators, successors and assigns.

- G. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.
- H. **No Construction Against Drafting Party.** The parties acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement will not be construed against EAP merely because EAP has prepared it.
- I. **Entire Agreement.** This Agreement contains the entire understanding between the parties. This Agreement shall supersede all prior agreements, writings and discussions between the parties regarding the provision of EAP services to Employer.
- J. **Amendments.** No changes, modifications, or alterations of any of the terms and provisions contained in this Agreement shall be effective unless changed, modified or altered in writing and signed by both parties hereto.
- K. **Counterparts.** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed and entered into this agreement as of the day and year set forth above.

**EAP:**

**EMPLOYER:**

\_\_\_\_\_  
 Scott Lindsley, Operations Director

\_\_\_\_\_  
 , School Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**BOARD OF EDUCATION MEETING  
June 3, 2013**

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**ISSUE:** Administrative Computer Services Agreement with GWAEA

**CONTACT:** Linda Von Behren, Business Manager

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**BACKGROUND:**

The District purchases computer services from Grant Wood AEA. These computer services include software and software maintenance for the finance and payroll systems, which includes the general ledger, accounts payable, purchase order, employee self service, leave, and check print systems.

The cost of these services for 2013-2014 is \$12,675. This represents an increase of \$370 or 3% on the annual fee. Last year's increase was 2%. Prior to that, GW held the fee steady for three years. The cost is based on school size and the size of the general fund operating budget. This fee includes a significant update to the system in 2011-12. The fee is billed annually.

The complete agreement is attached for your review.

**THE SUPERINTENDENT'S RECOMMENDATION IS:**

“the Board of Education approve the Agreement for Administrative Computer Services with Grant Wood Area Education Agency for 2013-2014.”

AGREEMENT  
FOR  
ADMINISTRATIVE COMPUTER SERVICES  
between  
GRANT WOOD AREA EDUCATION AGENCY  
and  
ANAMOSA COMMUNITY SCHOOL DISTRICT

This Agreement is entered into by and between Grant Wood Area Education Agency, hereafter referred to as "GWAEA" and ANAMOSA COMMUNITY SCHOOL DISTRICT, hereafter referred to as the "DISTRICT". For the Fiscal Year, 2013-14, hereafter referred to as "current fiscal year".

**GWAEA Agrees to:**

1. Provide those specific services specified on Appendix A for the current fiscal year.
2. Provide and maintain the software necessary for the specified services.
3. Provide for data entry services (where applicable) necessary to convert administrative data into machine-readable format.
4. Provide computer time and consultant services necessary to successfully operate the specified services.
5. Undertake reasonable efforts to maintain off-site backups of all **DISTRICT** data for listed services.
6. Undertake reasonable efforts to maintain the security of information kept and produced for the **DISTRICT** under this agreement and not release such information to any person or entity other than the **DISTRICT** without the express written consent of the **DISTRICT**.
7. Provide for delivery of reports and other material related to the service via regularly scheduled GWAEA van routes or common carrier.

**GWAEA shall:**

1. Not be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, shortages, action of any kind by a governmental authority, whether valid or invalid, delay or failure of contractors or suppliers of material equipment or computer time, delay or failure of the computer system or carriers, or other difficulties with the computer system, or transportation, or any contingency, delay, failure or cause beyond GWAEA's control, whether or not of the kind specified herein.
26. Not be responsible for loss of any information of data supplied by the **DISTRICT** resulting from the malfunction or shutdown of its computers whether caused by human error, machine breakdown and malfunction, natural disasters or for any other reason whatsoever.
27. In the event GWAEA discloses negligence, and data was lost as a result of the negligence, GWAEA will waive any extra fees for data entry or programming activity to correct the grievance error, or will assist **DISTRICT** in correcting the error.

**The DISTRICT agrees to:**

1. Reimburse GWAEA for the services selected by the **DISTRICT** and provided by GWAEA per the costs specified in Appendix A.
2. Make all payments due and payable to GWAEA for services as per payment schedule listed in Appendix B.
3. Take full responsibility for the use of information and records after transmission of delivery to the **DISTRICT**, and the **DISTRICT** agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by the Agency or by any other as a result of the use or misuse of any information or records once

transmitted or delivered to the **DISTRICT**.

4. Abide by the rules, procedures, and policies of GWAEA Computer Services with respect to any and all aspects of its operation.
5. Assume full responsibility for assuring the accuracy of input information transmitted and delivered to GWAEA. The **DISTRICT** acknowledges that in the operation of listed services the occurrence of an error in output information sometimes occurs, and that the **DISTRICT** has numerous opportunities to detect the occurrence of such errors and control their effect. The **DISTRICT** shall have the responsibility to establish and use appropriate measures in its operation to detect the occurrence of such error promptly and to minimize their effect on it. In addition, the **DISTRICT** shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.

**GWAEA and DISTRICT agree:**

The owner of the data and information GWAEA hosts and maintains pursuant to this agreement is **ANAMOSA COMMUNITY SCHOOL DISTRICT**. This agreement does not create any ownership interest for GWAEA in the data and information GWAEA hosts under this agreement. **ANAMOSA COMMUNITY SCHOOL DISTRICT** is responsible for all obligations and liabilities arising out of ownership of the subject data and information. This means, without limitation, that **ANAMOSA COMMUNITY SCHOOL DISTRICT** shall be responsible for all third-party requests for the data or information, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for the data or information, GWAEA will, as soon as practicable, provide the request to **ANAMOSA COMMUNITY SCHOOL DISTRICT**. **ANAMOSA COMMUNITY SCHOOL DISTRICT** shall thereafter be responsible for appropriately responding to the request. **ANAMOSA COMMUNITY SCHOOL DISTRICT** shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, GWAEA incurs arising out of the request. **ANAMOSA COMMUNITY SCHOOL DISTRICT** shall not direct third parties to make requests for the data or information to GWAEA, but shall instead direct that requests be made to **ANAMOSA COMMUNITY SCHOOL DISTRICT**. GWAEA will cooperate with **ANAMOSA COMMUNITY SCHOOL DISTRICT** in responding to the request by providing the requested data or information to **ANAMOSA COMMUNITY SCHOOL DISTRICT** or the third-party if so directed by **ANAMOSA COMMUNITY SCHOOL DISTRICT**.

GWAEA disclaims all obligations and liabilities on the part of GWAEA from damages, including but not limited to special, indirect and consequential damages, attorneys' and experts' fees and court costs (even if GWAEA has been advised of the possibility of such damages) arising out of or in connection with the activities and services under this agreement.

This agreement shall terminate prior to the expiration of its term provided above upon the occurrence of any of the following events:

1. Upon the failure or neglect of **DISTRICT** to pay GWAEA any sums or amounts due hereunder in a timely manner where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
2. Upon failure or neglect of the **DISTRICT** or GWAEA to observe, keep or perform any of the terms and conditions of this agreement where such nonperformance is not corrected by the **DISTRICT** or GWAEA within thirty (30) days after prior written notice by the **DISTRICT** or GWAEA.

Upon the expiration or other termination of this agreement, all rights and obligations of the parties under this agreement shall cease as of the termination date.

APPENDIX A

DATA ENTRY

\$15.00 per hour charged for any customized data entry projects.

PROJECT, PROGRAMMING and CONSULTING OUTSIDE THE SCOPE OF THIS CONTRACT

Travel, Time and Materials

FINANCIAL MANAGEMENT APPLICATIONS

Applications included in the package are as follows;

- Accounts Payable
- Accounts Receivable
- Account Code Conversion Program
- Budgeting
- Check Print Program
- Claims System
- Fixed Assets
- General Ledger
- Human Resources
- Payroll System
- Leave System
- Purchase Order System
- Query Applications
- Web Request System

DISTRICT ENROLLMENT	COST/MIL OF GENERAL FUND BUDGET	TIER CAP	SET-UP CHARGE
0 - 749	\$1,650	\$ 6,335	\$ 1,500
750 - 1499	\$1,650	\$ 12,675	\$ 1,500
1500 - 2999	\$1,650	\$ 19,015	\$ 1,500
3000 - 5999	\$1,650	\$ 25,350	\$ 1,500
6000 - Above	QUOTE AVAILABLE UPON REQUEST	AVAILABLE WITH QUOTE	AVAILABLE WITH QUOTE

APPENDIX B

2013-2014 SERVICES ELECTED BY ANAMOSA COMMUNITY SCHOOL DISTRICT:

Financial Management Package

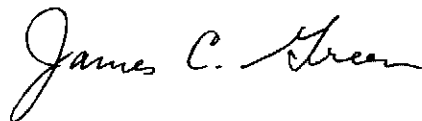
ESTIMATED STUDENT ENROLLMENT	1238.1
ESTIMATED WORKING GENERAL FUND BUDGET	\$13,187,526.56
ESTIMATED COST FOR FISCAL YEAR 2013-2014	\$12,675

FINAL COST TO BE DETERMINED ON OR ABOUT APRIL 1 OF CURRENT FISCAL YEAR

We the undersigned, agree to the terms and conditions set forth and to the charges as outlined in Appendix A.

GRANT WOOD AREA EDUCATION AGENCY

ANAMOSA COMMUNITY SCHOOL DISTRICT



\_\_\_\_\_  
Grant Wood AEA

\_\_\_\_\_  
Signature

5/24/2013

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BOARD OF EDUCATION MEETING**  
**June 3, 2013**

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**ISSUE:** Teacher Association Negotiation Initial Proposal

**CONTACT:** Superintendent Brian Ney

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**BACKGROUND:**

Since we just settled the Salary Schedule structure, the Anamosa Teachers may or may not have a complete negotiations proposal for 2013-14 on Monday evening. If they do not, this item will be removed from the agenda.

**INFORMATION ONLY**



**BOARD OF EDUCATION MEETING**  
**June 3, 2013**

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**ISSUE:** Board Negotiations Proposal for Teacher Association

**CONTACT:** Superintendent Brian Ney

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**BACKGROUND:**

Whether or not we have a complete proposal from the teachers in advance of Monday night's meeting will determine whether this item is removed from the agenda or not.

**INFORMATION ONLY**

## **Board of Education Committees**

Policy Committee	Rich Crump, Kristine Kilburg, Kandi Behnke
Negotiations Committee	Anna Mary Riniker, Kristine Kilburg, Kandi Behnke
PPEL & Facilities Committee	Connie McKean, Rich Crump, Anna Mary Riniker
CADRE	Connie McKean, Rich Crump, Shaun Lambertsen
Jones Co. Conf. Bd.	Lowell Tiedt
IASB Delegate Assembly Representative	Connie McKean
Ad Hoc Building/Long Range Planning	Lowell Tiedt, Kristine Kilburg, Shaun Lambertsen