

**HARLAN COMMUNITY SCHOOL DISTRICT**  
**BOARD OF DIRECTORS - REGULAR MEETING**  
**MEDIA CENTER - HARLAN COMMUNITY HIGH SCHOOL**

**April 12, 2021**

**6:00 p.m.**

**Finance: Larsen and Rueschenberg**

**AGENDA**

A. Call meeting to order and determination of a quorum

B. Public Forum

*In accordance with Policy 213 - Public Participation in Board Meetings the board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board has set aside this specific time for public comment.*

*Citizens wishing to address the board during public comment must notify the board secretary **no later than 2 hours** prior to the board meeting. The board president will recognize these individuals to make their comments at the appropriate time during public comment. Citizens wishing to present petitions to the board may also do so at this time. The board however, will only receive the petitions and not act upon them or their contents.*

*Normally, speakers will be limited to five minutes per individual or such time limit to not exceed 45 minutes total public participation time. However, the board president may modify this time limit, if deemed appropriate or necessary. Public comment is a time set aside for community input, but the board will not discuss or take any action on any matter during public comment. Only individuals recognized by the board president will be allowed to speak. Comments by others are out of order. If disruptive, the individual causing disruption may be asked to leave the board meeting.*

C. Approve the Agenda

D. Discussion Items

1. City Use of the Water Well Located at Merrill Field
2. ESSER Funds for Summer School
3. Administrator Report
  1. Jeff Moser – Elementary Principal

E. Action Items:

1. Resignation of Personnel:
  1. Shelly Christensen – 2<sup>nd</sup> Grade Teacher and Building Instructional Leader
  2. Brian James – MS Girls Track Coach
  3. Troy Ransom – PT Night Custodian (4.9.2021)

4. Mindy Shaffer – MS Associate, HS Student Council Sponsor,  
.5 MS Show Choir Sponsor
5. Thomas Kurtz – MS Special Olympics Sponsor
6. Steve Daeges – Head Baseball Coach

2. Employment of Personnel:

1. Heath Stein - Head Baseball Coach
2. Lee Burchett – School Nurse/Health Occupations Teacher  
and HOSA Sponsor

3. Approval of Master Agreement and Addendum A

4. Approval of Administrators and Directors/Coordinators Pay Increase for  
2021-2022

5. Approval of School-Based Interventionists, Transportation, 9/10 Month  
Associates, Food Service, and 12 Month Non-Certified Staff Pay Increase  
for 2021-2022

6. Approval of Retention Incentive Stipend

7. Approval of Changes to the Agreement Between the City of Harlan and  
HCSD for the Use and Upkeep of the JJ Jensen Park Facilities

8. Approval of Operational Sharing Agreement with Green Hills AEA  
(GHAEA) for Social Worker for 2021-2022

9. Approval of Agreement for Librarian Services with Green Hills AEA  
(GHAEA) for 2021-2022

10. Approval of Purchasing Agreement with Green Hills AEA (GHAEA) for  
2021-2022

11. Approval of Disposition of Obsolete Equipment

12. Approval of Teaching Position(s) with ESSER Funds

F. Consent Agenda

1. Minutes

1. March 8, 2021 – Regular Meeting
2. March 23, 2021 – Budget Hearing, Public Hearing, Special

Meeting

2. Accounts Payable

1. March and April Pre-Paid Warrants
2. April General Fund (Operating Warrants)
3. Student Activity Fund Warrants

4. Trust Fund Warrants
  5. Agency Fund Warrants
  6. Physical Plant and Equipment Fund Warrants
3. Financial Reports

G. Policy Review

1. Policy Review – Second/Final Reading

1. Policy 505.5 – Graduation Requirements
2. Policy 713 - Electronic Records and Signatures

H. Policy Review

1. Policy Review – First Reading

1. Policy 401.13 Staff Technology Use/Social Networking
2. Policy 401.13R1 Staff Technology Use/Social Networking  
Regulation – DELETE
3. Policy 401.12 Employee Use of Cell Phones
4. Policy 401.12R1 Employee Use of Cell Phones  
Administrative Regulation

I. Adjournment

## Primary/Intermediate Board Report

Monday, April 12, 2021

Jeff Moser

- **Iowa Assessments: ISASP Testing**

- Practice Testing this week and next
- April 19th is the testing week
- Grades 3-5
- 1st year of taking the assessment on the computer

- **Schoolwide initiatives:**

- The big focus right now is preparing our students to return to our MTSS plan.
- Each grade level team is reviewing data and/or implementing assessments in order to determine groups for student interventions.
- Each grade level will have 8-9 groups of students who will be specially designed to get the intervention that they will need. Here at the elementary building we call this our WIN time.
- Examples of intervention groups are...
  - Phonemic Awareness
    - Blending and segmenting of words
    - Rhyming
    - Onset-rhymes
    - Deletion / replacement
  - Phonics
    - Letters and sounds
    - Diagraphs (Ph, ou, gh)
    - Graphemes -
  - Fluency
    - Sight words
    - Sentence Fluency
  - Vocabulary and Reading Comprehension strategies

- **Other:**

- Elementary track meet will be held on May 21st at Merrill Field.
- Field trips will be held in the area around Shelby County and will be outside focusing on nature type activities.
- May 7 - we will be hosting a 5th grade band and chorus concert at the elementary school.

- **Student or Staff recognition:**

- A lot of people don't know this about Mrs. Dawn Vanden Berg, but she is our school based interventionist who has really stepped-up to the plate and embraced a need we had for this crazy year. With Mrs. Kintner, our art teacher, on leave, Dawn was asked to organize and supervise art activities for our K-5 students. This was not an easy task, but Dawn took ownership of the task and made the most of it. We are appreciative of her flexibility and willingness to be a team player. Joined as One We (Dawn) Got the Job Done.



HARLAN COMMUNITY SCHOOL DISTRICT  
CONTRACT WITH COACH

This contract is entered into by and between **Stein, Heath**, and the Board of Directors, hereinafter called the Board, of the Harlan Community School District, located at 2102 Durant, Harlan, Iowa.

In consideration of the salary listed below, the coach agrees to perform the duties of the position listed below, and such other duties as may be assigned by the Board or its duly authorized representatives:

Salary: \$6,303.82  
Position: Head Boys Baseball

**AND IT IS FURTHER AGREED:**

1. That the coach shall perform coaching duties as assigned, complete other duties related to post-season tournaments, and perform other related duties. The work to be performed and the use of the contract days identified in this contract shall be determined by the Board, or its designee.
2. That the number of contract days for this position is 90 and an amount equal to the pay for one day of service shall be deducted from the salary of the coach for each day of service not performed if absence from duty with pay is not authorized by the board or leave policy in effect.
3. That, if the coach is lawfully discharged or is released by mutual agreement before the completion of the term of this contract, final settlement shall be made so the total amount which the coach shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
4. That the coach shall attend, outside of regular school hours as established by the Board, such professional meetings as might be called by school authorities for coordinating the work of the coach in the school program.
5. That the coach shall present a certificate with coaching endorsement, or a coaching authorization, to the Business Manager of the School District, and that the coach shall not accept, and the District shall not be under any obligation to pay, any part of the annual salary until the required certificate or authorization is submitted.
6. That this contract is for one school year only and that it may be terminated at any time and for any reason.
7. That, in the event of error, the District will recover any overpayment and make any necessary corrections for underpayment.

This contract shall be without force and effect unless it is in the hands of the Board bearing the signature of the coach and the President of the Board on or before the 12<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coach

April 12, 2021  
Date

\_\_\_\_\_  
Board President

HARLAN COMMUNITY SCHOOL DISTRICT  
CONTRACT WITH NURSE

This contract is entered into by and between **Lee Burchett**, a nurse, and the Board of Directors, hereinafter called the Board, of the Harlan Community School District, located at 2102 Durant, Harlan, Iowa. This contract covers the 2021-2022 school year.

In consideration of an annual salary of **\$18,987.49**, the nurse agrees to well and faithfully perform his/her nursing duties, and such other duties as may be assigned by the board or its duly authorized representatives.

**AND IT IS FURTHER AGREED:**

1. That the contract term shall include 190 days of service for the entire school year as per the school calendar adopted by the Board of Directors.
2. That an amount equal to the pay for one day of service shall be deducted from the salary of said nurse for each day of service not performed if absence from duty with pay is not authorized by the board or leave policy in effect.
3. That if said nurse is lawfully discharged or is released by mutual agreement before the completion of said term, final settlement shall be made so the total amount which the nurse shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
4. That the use to be made of the days in said term, which are in excess of the number of nursing days as stated herein, shall be determined by the board and may be stated in a school calendar adopted by the board.
5. That said nurse shall attend, outside of regular school hours as established by the board, such professional meetings as might be called by school authorities for coordinating the work of the nurse in the school program.
6. That the nurse shall present a certificate as required by law to the secretary of the Board of Directors of the School District, and that the nurse shall not accept, and the District shall not be under any obligation to pay, any part of the annual salary until the required certificate is submitted.
7. That this contract shall be subject to the provisions of Iowa Code §§279.19 and 279.27 and may be terminated at the end of the contract term without cause.
8. That this contract shall be invalid if the nurse is under contract with another Board of Directors in the state of Iowa to serve as a nurse covering the same period of time.
9. That this contract is subject to the provisions of the Master Contract between the District and the Harlan Education Association. The provisions of the Master Contract shall prevail where the provisions of this contract are inconsistent with those of the Master Contract.

9. That this contract is subject to the provisions of the Master Contract between the District and the Harlan Education Association. The provisions of the Master Contract shall prevail where the provisions of this contract are inconsistent with those of the Master Contract.

10. That, in the event of error, the District will recover any overpayment and make any necessary corrections for underpayment.

This contract shall be without force and effect unless it is in the hands of the Board bearing the signature of the nurse and the President of the Board on or before the 12<sup>th</sup> day of April, 2021.

4-9-2021  
Date

W. Brichett  
Nurse

April 12, 2021  
Date

\_\_\_\_\_  
Board President

HARLAN COMMUNITY SCHOOL DISTRICT  
CONTRACT WITH TEACHER

This contract is entered into by and between **Lee Burchett**, a teacher, and the Board of Directors, hereinafter called the Board, of the Harlan Community School District, located at 2102 Durant, Harlan, Iowa. This contract covers the 2021-2022 school year.

In consideration of an annual salary of **\$25,981.91**, the teacher agrees to well and faithfully perform his/her teaching duties, and such other duties as may be assigned by the board or its duly authorized representatives.

**AND IT IS FURTHER AGREED:**

1. That the contract term shall include 190 days of service for the entire school year as per the school calendar adopted by the Board of Directors.
2. That an amount equal to the pay for one day of service shall be deducted from the salary of said teacher for each day of service not performed if absence from duty with pay is not authorized by the board or leave policy in effect.
3. That if said teacher is lawfully discharged or is released by mutual agreement before the completion of said term, final settlement shall be made so the total amount which the teacher shall have received shall be an amount equal to the product of the number of days of service multiplied by the amount considered as pay for one day of service.
4. That the use to be made of the days in said term, which are in excess of the number of teaching days as stated herein, shall be determined by the board and may be stated in a school calendar adopted by the board.
5. That said teacher shall attend, outside of regular school hours as established by the board, such professional meetings as might be called by school authorities for coordinating the work of the teacher in the school program.
6. That the teacher shall present a certificate as required by law to the secretary of the Board of Directors of the School District, and that the teacher shall not accept, and the District shall not be under any obligation to pay, any part of the annual salary until the required certificate is submitted.
7. That this contract shall be subject to the provisions of Iowa Code §§279.19 and 279.27 and may be terminated at the end of the contract term without cause.
8. That this contract shall be invalid if the teacher is under contract with another Board of Directors in the state of Iowa to teach covering the same period of time.

9. That this contract is subject to the provisions of the Master Contract between the District and the Harlan Education Association. The provisions of the Master Contract shall prevail where the provisions of this contract are inconsistent with those of the Master Contract.

10. That, in the event of error, the District will recover any overpayment and make any necessary corrections for underpayment.

11. Contract includes Sponsorship: HOSA Sponsor 7%

This contract shall be without force and effect unless it is in the hands of the Board bearing the signature of the teacher and the President of the Board on or before the 12<sup>th</sup> day of April, 2021.

4-9-2021  
Date

Lee Borrckett  
Teacher

April 12, 2021  
Date

\_\_\_\_\_  
Board President

## 2021-22 RECOMMENDATIONS:

### **HEA Agreement - Teachers/Nurse:**

The board proposes to leave the base salary unchanged at \$33,178 but to provide for either vertical/step or horizontal/lane advancements. The actual cost calculation is \$94,829.

.96% package increase	\$94,829
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### **Administrators, Directors, Coordinators:**

1% package increase	\$11,407
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### **School-Based Interventionists, Transportation, 9/10 Month Associates, Food Service , and 12 Month Non-Certified Staff:**

2% package increase	\$57,210
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### **Retention Incentive Stipend:**

Harlan Community School Board of Education recognizes that the pandemic has caused employees to be discerning about their future employment endeavors. The Board recognizes that offering a Retention Incentive Stipend is a tool that can be beneficial in retaining a quality and highly trained workforce that will allow us to most adequately implement the District's continuous learning plans. A stipend of \$750 will be paid out to all employees who meet the eligibility requirements that include completing employment for 2020-21 year in good standing and return and complete the 2021-22 school year. The stipend will be prorated for employees who do not meet the full-time equivalency. Eligible categories of employees include teachers, associates, food service, transportation and all twelve month employees.

\$142,000

**MASTER CONTRACT**  
**HARLAN COMMUNITY SCHOOLS**  
**And**  
**HARLAN EDUCATION ASSOCIATION**

**FOR**  
**SCHOOL YEAR 2019-2022**

**Preamble**

The Board of Directors of the Harlan Community School District hereinafter referred to as the "Board", and the Harlan Education Association, hereinafter referred to as the "Association", recognize that the mutual responsibility of the parties is to provide a quality education for children and youth of the School District.

Whereas, the Board of Education of the Harlan Community School District and the Harlan Education Association agree to negotiation in good faith. The parties have reached certain understandings which are confirmed in this Agreement. It is agreed as follows:

**Article I: RECOGNITION**

- A. The Board of Education of the Harlan Community School District hereby recognizes the Harlan Education Association, the ISEA and its authorized agents as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (No. 324) issued by the PERB on the 17<sup>th</sup> day of September, 1975, whether under contract, or to be employed by the Board of Education of the Harlan Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the new positions are deemed by the Board of Education to be administrative or supervisory in scope.
- B. The Harlan Educational Association recognizes the Board of Education of the Harlan Community School District as the duly elected representatives of the people and agrees to negotiate only with the Board of Education through the negotiating agent or agents officially designated by the Board to act in its behalf.

**Article II: GRIEVANCE PROCEDURE**

**DEFINITION OF A GRIEVANCE**

A grievance is the infliction of wrong or hardship on a person. In the school setting, the essential ingredients are a policy procedure or contractual provision, and one or more employees who claim that there has been a violation, misinterpretation of the policy, procedure, or contractual provision. In a grievance action the aggrieved (one who has been wronged) claims that he/she was denied something to which he/she was entitled under established school board policies.

"Grievances should be distinguished from complaints", according to a 1966 statement by the National Educational Association. Any act of an administrator which arouses the ire or objection of a teacher may be the ground for a complaint. The teacher may disagree with the principal's evaluation of his/her teaching or may resent the way the principal talked to him/her.



1 A complaint, however, is not a grievance unless there is a claim that an administrator has denied  
2 the complainant something to which he/she had a right under the rules of the teacher handbook,  
3 policies of the Board of Education, or contractual provisions. In other words, in a grievance action,  
4 the aggrieved claims that the guarantee of some right, or benefit provided in a policy, procedure,  
5 or contractual provision has not been honored.

#### 6 7 GOAL

8  
9 The goal of this procedure is to secure, at the earliest possible level, equitable solutions to the  
10 problems which may arise affecting certified personnel.

#### 11 12 WHO MAY INITIATE A GRIEVANCE

13  
14 A group of educators having the same grievance.  
15 An aggrieved person under contract with the school system.  
16 An aggrieved person accompanied by another person.  
17

#### 18 STRUCTURE OF FORMAL APPEAL

19  
20 In the event that the matter is not resolved informally, there are three additional steps of formal  
21 appeal:

22  
23 1. Immediate supervisor or his/her appointee.

24  
25 If the grievance occurs within a building, the aggrieved shall file the grievance with the building  
26 administrator or his/her appointee. If the grievance arises from an action of an authority higher  
27 than the principal or a school or department head, the aggrieved may present such grievance to  
28 the appropriate person.

29  
30 2. The Superintendent or his/her appointee.

31  
32 3. Arbitration.  
33

#### 34 STEP I

35  
36 Prior to the filing of a written statement, the aggrieved person must ask for and receive time for an  
37 informal discussion. This meeting should be an attempt to resolve the grievance in a businesslike  
38 manner. (This conference must be held in the office of the Administrator.)  
39

40 If a grievance is resolved in this step, it is recommended that no record be forwarded to the  
41 Superintendent's Office.  
42

#### 43 STEP II

44  
45 In the event that the matter is not resolved informally, a grievance should be filed, in writing, as  
46 soon as possible, but not to exceed ten (10) contract days, excluding Saturday, Sunday and school  
47 holidays, following the act or condition which is the basis for the grievance. The problem must be  
48 submitted as a grievance to the building principal if a teacher is involved.  
49

50 The administration shall state his/her decision in writing, together with his/her supporting reasons,  
51 and shall furnish a copy to the aggrieved within ten (10) days after receiving the grievance in writing.

1  
2 STEP III  
3

4 After receiving the decision of his/her administrator, the aggrieved may appeal the decision to the  
5 Superintendent or his/her appointee within three (3) contract days.  
6

7 After the delivery of the appeal, the Superintendent or his/her appointee shall investigate the  
8 grievance and shall give all persons who participated in Step II a reasonable opportunity to be  
9 heard. Upon request of either the Administrator or the aggrieved, all persons will meet at the same  
10 time.  
11

12 The Superintendent or his/her appointee must give his/her decision, in writing, together with his/her  
13 supporting reasons, to the aggrieved and to his/her administrator. This decision must be given  
14 within ten (10) contract days after he/she personally receives the grievance, excluding Saturday,  
15 Sunday, and school holidays, unless the aggrieved or the Superintendent calls for a hearing in  
16 which case there will be an extension of five (5) contract days.  
17

18 STEP IV  
19

20 (a) If the aggrieved person is not satisfied with the disposition of the grievance by the  
21 Superintendent, or if no disposition has been made within the time limits, the aggrieved person  
22 and the Association shall meet within five (5) school days of disposition of the grievance or to  
23 discuss the merits of submitting the grievance to arbitration.  
24

25 (b) If the aggrieved person determines that the grievance is meritorious, the aggrieved may  
26 submit the grievance to arbitration within five (5) school days.  
27

28 (c) Within ten (10) school days after written notice to the Superintendent of submission to  
29 arbitration, the Superintendent and the aggrieved shall attempt to agree upon a mutually  
30 acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties  
31 are unable to agree upon an arbitrator or to obtain such a commitment with the specified  
32 period, a written request for a list of arbitrators shall be made to the Public Employment  
33 Relations Board (PER Board) by either party. The list shall consist of three arbitrators and the  
34 parties shall determine by lot which party shall have the right to remove the first name from  
35 the list. The party having the right to remove the first name shall do so within two (2) school  
36 days, and the other party shall have one (1) additional school day to remove one of the two  
37 remaining names. The person whose name remains shall be the arbitrator.

38 (d) The arbitrator so selected shall confer with the representatives of the school district and the  
39 aggrieved and hold hearings promptly and shall issue his/her decision not later than fifteen  
40 (15) school days from the date of the close of the hearings, or, if oral hearings have been  
41 waived, then from the date the final statements and conclusions on the issues were submitted.  
42 The arbitration hearing shall be scheduled not later than sixty (60) days following the date on  
43 which the request for arbitration was submitted to the superintendent. The arbitrator shall be  
44 without power or violation of the terms of this Agreement. The decision of the arbitrator shall  
45 be submitted to the Superintendent and the aggrieved and shall be final and binding on the  
46 parties.  
47

48 (e) The costs of the services of the arbitrator, including per diem expenses, if any, and actual and  
49 necessary travel, subsistence expenses, and the cost of the hearing room shall be borne  
50 equally by the parties.  
51  
52  
53  
54  
55

1 RIGHTS OF EMPLOYEES TO REPRESENTATION

- 2
- 3 1. No aggrieved at any stage of the grievance procedure will be required to meet with any
- 4 administrator without representation from the Association or its appointed designee if
- 5 desired.
- 6
- 7 2. No reprisal of any kind shall be taken by the Board, by any member of the Administration,
- 8 or by the Association or its affiliate organization against any party in interest or any other
- 9 participant in the grievance procedure by reason of such participation.
- 10
- 11 3. Released Time. When it is necessary for a teacher and Association representative (who
- 12 have filed a grievance) to attend a meeting called by an administrator or an arbitrator, said
- 13 teachers shall be released without loss of compensation for the meeting time.
- 14

15 MISCELLANEOUS

- 16
- 17 1. Separate Grievance File. All documents, communications and records dealing with the
- 18 processing of a grievance shall be filed in a separate grievance file and shall not be kept
- 19 in the personnel file of any of the participants.
- 20
- 21 2. Meetings and Hearings. All meetings and hearings under this procedure shall be
- 22 conducted in private and shall include only witnesses, the parties in interest, and their
- 23 designated or selected representatives, heretofore, referred to in this article. A tape
- 24 recorder may be used if both parties agree.
- 25
- 26 3. Failure at any step of this procedure to communicate the decision on a grievance within
- 27 the specified time limits shall permit lodging an appeal at the next step of this procedure
- 28 within the time allotted had the decision been given. Failure to appeal a decision within
- 29 the specified time limits shall be an acceptance of the decision.
- 30
- 31

32 Article III: ASSOCIATION RIGHTS

33

34 A. USE OF FACILITIES

35

36 The Association and its members shall have the right to make use of school buildings and facilities

37 at reasonable hours for meetings and any and all office equipment when such equipment is not

38 otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to

39 such use. The Association must get the approval of the building principal prior to the use of building

40 and space desired.

41

42 B. COMMUNICATIONS

43

44 The Association shall have the right to post notices of activities and matters of Association concern

45 on existing bulletin boards, in each school building in areas designated for employee use, such as

46 teachers' lounges and workrooms, but not in areas open to the public or students. The Association

47 may use the employee's mailboxes for communications with employees.

48

49 C. ACCESS TO MEMBERS

50

51 Duly authorized representatives of the Association and the State affiliate organization shall be

52 permitted to transact official Association business on school property at the end of the last class

53 period, providing said meeting does not interfere with any previously scheduled activities.

1  
2  
3 D. INFORMATION  
4

5 The Board agrees to furnish, on Association request, all financial information required by PERB  
6 rules and regulations.  
7

8 E. RELEASED TIME  
9

10 Whenever any representative of the Association or any employee participates during normal school  
11 hours in negotiations, grievance proceedings, conferences or meetings called by the  
12 Superintendent of Schools, a mediator or arbitrator, he/she shall suffer no loss in pay or other  
13 benefits.  
14

15 F. BOARD POLICIES  
16

17 The Board agrees to email copies of School Board Agenda when Board materials are emailed. The  
18 Board will not make a policy change on a matter clearly defined in the law as a negotiable item until  
19 it is discussed with the Association and agreed upon by both parties.  
20

21 Article IV: MANAGEMENT RIGHTS  
22

23 It is expressly understood and agreed that all functions, rights, powers or authority of the  
24 Administration of the School District and the Board of Directors which are not specifically limited by  
25 the express language of this Agreement are retained by the Board, provided, however, that no such  
26 right shall be exercised so as to violate any of the specific provisions of this Agreement.  
27

28  
29 Article V: SALARIES  
30

31 SCHEDULE (see Schedule)  
32

- 33 A. To qualify for advancement from one horizontal salary classification to another on the  
34 basis of training, a certified transcript of credits earned shall be presented to the  
35 Administrative offices by September 1 of the school year in which said advance is to  
36 become effective. At that time a new contract will be written.  
37

38 All hours for advancement beyond the B + 12 column must be graduate hours in the field of  
39 education or staff must prove curricular relevance to their building administrator or superintendent  
40 The B + 36 remains closed.  
41

42 All certified staff who have been at the bottom of the salary schedule for one year will receive a  
43 stipend of 3% of the base salary. In addition to the 3% stipend, following an employee's completion  
44 of 18 years of service to the HCSD, the employee will receive a stipend of 1% per year for each  
45 additional year of service up to a maximum of 14% (including the 3% stipend). This 1% stipend  
46 shall begin with the 2006-2007 school year, and regardless of the number of an employee's years  
47 of service, no employee shall receive more than a 1% stipend during the 2006-2007 school year.  
48 These stipends are compensation for years of service to the District and are not considered to be  
49 a bonus. These longevity payments will be added to and become a part of the salary schedule  
50 effective July 1, 2015.  
51

- 52 B. Official transcript, grade card, or letter from the college registrar carrying the name of the  
53 course, the number of semester hours of credit, the date of completion of the course, and  
54 bearing the signature of the registrar will be accepted as evidence.  
55

C. Salary adjustments to salary schedule (see Schedule) shall be effective with the September 2019, 2020, 2021 pay period. The only exception being employees that are employed for 12 continuous months (vocational agriculture instructors). Their salary adjustments shall be effective with the July 2019, 2020, 2021, pay period.

D. An employee who fails to submit proof of certification to the Superintendent by at least the day prior to the first payday of the school year or by the date the individual's prior certification has expired will not receive any compensation until the required certification is received by the District. This provision on withholding compensation does not affect in any way the right of the District to commence contract termination proceedings under Iowa Code Chapter 279.

#### CREDIT FOR EXPERIENCE

Teachers new to the district shall be placed on the salary schedule according to their years of experience and education. New teachers starting their first teaching position after graduation may be started on Step 1. The District may place new hires on the salary schedule up to three steps above their current level of experience. Employees shall serve a probationary period as specified in Iowa Code Section 279.19.

#### Article VI: CONTRACT TERMS

A. Contract Terms. This contract is for 190 days. The 190 day contract will be: 172 Student Days; three (3) Teacher Work Days; eleven (11) Staff Development Days and four (4) Teacher Choice Days. (*Teacher Choice days are defined as any day other than a Student Day, Work Day, or Staff Development Day that the teacher wishes to count as a contract day.*) When establishing the school calendar, a 1/2 work day will be scheduled at the end of the 1st and 3rd quarters and a full work day will be scheduled before the first student day of the year. At the end of each semester there will be a full work day on the calendar and each teacher must choose one of those two work days to fulfill their contractual obligation.

##### **FOR 2020-2021 ONLY:**

Contract Terms. This contract is for 190 days. The 190 day contract will be: three (3) Teacher Work Days; no fewer than four Staff Development Days; four (4) Teacher Choice Days and the remainder as student days. (*Teacher Choice days are defined as any day other than a Student Day, Work Day, or Staff Development Day that the teacher wishes to count as a contract day.*) When establishing the school calendar, a 1/2 work day will be scheduled at the end of the 1st and 3rd quarters and a full work day will be scheduled before the first student day of the year. At the end of each semester there will be a full work day on the calendar and each teacher must choose one of those two work days to fulfill their contractual obligation

##### **FOR 2021-2022 ONLY:**

Contract Terms. This contract is for 190 days. The 190 day contract will be: 175 Student Days; three (3) Teacher Work Days; **eight (8)** Staff Development Days and four (4) Teacher Choice Days.. (*Teacher Choice days are defined as any day other than a Student Day, Work Day, or Staff Development Day that the teacher wishes to count as a contract day.*) When establishing the school calendar, a 1/2 work day will be scheduled at the end of the 1st and 3rd quarters and a full work day will be scheduled before the first student day of the year. At the end of each semester there will be a full work day on the calendar and each teacher must choose one of those two work days to fulfill their contractual obligation.

- 1  
2  
3  
4 B. Extended Contracts. The schedule is based upon a one hundred ninety (190) day contract.  
5 Any employee who contracts for professional work not listed on the professional services  
6 schedule will be paid 1/190 of the regular base salary for each additional day of work.  
7

8  
9 Article VII: SICK LEAVE

10  
11 ACCUMULATIVE BENEFITS

12  
13 Sick leave is accumulative up to 120 days at the rate of 12 days the first year, 13 days the second  
14 year, 14 days the third year, 15 days the fourth year, 16 days the fifth year, and 17 days for  
15 succeeding years.  
16

17  
18 Article VIII: SICK LEAVE BANK  
19

20 SICK LEAVE BANK

21  
22 A. CREATION

- 23  
24 • Enrollment – prior to September 15<sup>th</sup>, or within 20 days of hire date,  
25 whichever is first.  
26 • Enrollment – joint responsibility between the Board and the HEA  
27 • Management – committee of five (2 HEA members, 2 Board of Education  
28 members, Board Secretary) will oversee the Bank.  
29

30 B. ELIGIBILITY

- 31  
32 • Any employee not eligible for long term disability who is a member of the  
33 bank and who has depleted their sick leave.  
34

35 C. CONTRIBUTIONS

- 36  
37 • Each participating member will contribute one sick leave day  
38 • When bank is depleted members may contribute one (1) day as needed  
39 • Number of bank days will never exceed the number of participants  
40 • Donated days will not be returned to the donors  
41

42  
43 D. USE

- 44  
45 • Bank may be used in case of life-threatening, terminal illness, or serious  
46 injury requiring hospitalization or long term care of employee, spouse or  
47 child (after depleting of sick leave)  
48 • Use of bank for parental care is limited to 15 days total  
49 • Serious, long term illness does not include maternity  
50 • Application must be made to the committee for use of bank days  
51 • Sick leave days plus bank days will never exceed 180 days  
52 • Any one individual is not eligible for more than 150 sick leave bank days  
53 during any consecutive two year period.  
54

Article IX

TEMPORARY LEAVES OF ABSENCE WITH FULL PAY

ASSOCIATION LEAVE

Up to six (6) days shall be available for representatives of the Association. The cost of teacher substitutes will be school board expense.

Article X

EXTENDED LEAVE OF ABSENCE FOR EDUCATIONAL IMPROVEMENT

A leave of absence, without pay, of up to one (1) year may be granted with Board approval to tenured employees for the purpose of engaging in study or work related to academic responsibilities. While on extended leave the employee's interest in the retirement funds and placement of the salary schedule shall be frozen. While no additional benefits will be provided by the employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the employee shall be placed at the same vertical position on the salary schedule for which he/she was eligible at the time the leave commenced. NOTE: Application for such leave must be applied for prior to July 1, and is subject to the approval of the Board of Education.

Article XI

EMERGENCY BUSINESS LEAVE

Leave for business which cannot be conducted outside school hours (evenings, weekends or vacation) may be granted to teachers by the approval of the Superintendent of Schools. For each day absent, one day may be deducted from accumulated sick leave, or the cost for substitutes may be deducted.

Article XII

JURY DUTY

An employee who is called for Jury Duty shall be allowed to serve in that capacity without loss of pay. Any money paid to the employee above their expenses shall be returned to the school.

Article XIII

PROFESSIONAL LEAVE

Such leave to attend professional meetings or visit another school may be granted by the Superintendent of Schools. Such leave shall be with pay, but must be cleared well in advance.

Article XIV

FAMILY ILLNESS, BEREAVEMENT, AND OTHER FUNERAL LEAVES

**A. Immediate Family Defined**



1 Immediate family is defined as spouse, child (step, adopted, foster, legal guardian relationship),  
2 mother, father, step-parent, brother, sister, grandchildren, grandparent, mother-in-law and father-  
3 in-law, and step relatives of the same degree.

4  
5 Any other relationship not defined above is considered non-immediate family.

6  
7 **B. Family Illness**

8 In the event of an illness within the immediate family, an employee can be granted up to ten (10)  
9 days of absence. Family Illness leave can be taken for illness, injury, or medical treatment. The  
10 days taken will be deducted from the employee's sick leave. An absence longer than 48 hours  
11 will require a statement from the attending physician as proof of illness. If the employee's sick  
12 leave is exhausted, the employee may use personal days or these days will be employee salary  
13 dock days.

14  
15 **C. Bereavement**

16 Employees may be allowed up to a maximum of five (5) days per occurrence per year without  
17 deduction in pay for death of a parent, spouse or child (step, adopted, foster, legal guardian  
18 relationship). Employees may be allowed up to a maximum of three (3) days per occurrence per  
19 year without deduction in pay for the death of an immediate family member as defined above,  
20 with inclusion of daughter-in-law and son-in-law. The days taken will be deducted from the  
21 employee's sick leave. If the employee's sick leave is exhausted, the employee may use personal  
22 days or these days will be employee salary dock days.

23  
24 **D. Substitute Pay Deduction for Additional Days of Family Illness and Bereavement**

25 After 5 days of bereavement leave per occurrence per year or after ten days of family illness per  
26 year, whichever applies, the cost of a substitute in the amount equal to the daily substitute rate,  
27 FICA, and IPERS will be deducted even if no substitute is required. Such leave must require the  
28 prior approval of the administration. Superintendent may approve an extension of bereavement  
29 leave and family illness leave for immediate family, upon written request, due to extenuating  
30 circumstances until sick leave is exhausted. If the employee's sick leave is exhausted, the  
31 employee may use personal days or these days will be employee salary dock days.

32  
33 **E. Other Funeral**

34 Up to 1 additional day per year is allowed to use in the event of the death of a friend or relative  
35 outside the employee's immediate family, as defined above. The days taken will be deducted  
36 from the employee's accumulated sick leave. Employees may accumulate up to 2 days of other  
37 funeral leave. If the employee's sick leave is exhausted, the employee may use personal days or  
38 these days will be employee salary dock days.

39  
40 After a maximum of 2 days, when accumulated, per year of other funeral leave, the cost of a  
41 substitute in the amount equal to the daily substitute rate, FICA, and IPERS will be deducted  
42 even if no substitute is required. Such leave must receive the prior approval of the employee's  
43 building principal and superintendent. If the employee's sick leave is exhausted, the employee  
44 may use personal days or these days will be employee salary dock days.

45  
46  
47 **F. Tracking**

48 Family Illness, bereavement and other funeral days will be tracked in hours and 1 day is  
49 equivalent to the hours each individual employee works in a day.

50  
51 If the employee's sick leave is exhausted, the employee may use personal days or these days will  
52 be employee salary dock days.

53  
54 Bereavement leave taken out of sick leave shall not disqualify the employee's accumulation of his  
55 or her personal day.



Article XV

PERSONAL LEAVE

Each employee shall be eligible for three (3) personal leave days per year, accumulative up to a maximum of five (5) days. Personal leave days taken during the first seven (7) school days or the last fifteen (15) school days of the school year shall be requested a minimum of twenty (20) days in advance. Requests for all other personal leave shall be made to the building administrator at least forty-eight (48) hours in advance. No more than ten percent (10%) of the teachers of each building may take personal leave on any given day, requests up to the 10% limit will be granted based on the chronological order of their receipt.

Any teacher who used no sick leave or dock day during any school year shall be eligible for one additional day of paid personal leave the following year. This additional day of personal leave shall be subject to the same conditions as aforementioned for personal leave. (The sick leave bank donation shall not count as using a sick day). Bereavement leave taken out of sick leave shall not disqualify the employee's accumulation of his or her personal day.

Article XVI

STATE SPONSORED COMPETITION LEAVE

Employees, with children enrolled in the Harlan Community School District participating in Pre-K through 12<sup>th</sup> grade school sponsored state competitions, shall be allowed two days per year to attend the day of the scheduled event. Employees will be granted 1 day with no deductions during their absence. The second day would be taken with a deduction equal to the daily substitute teacher rate including FICA and IPERS even if no substitute is required.

Article XVII

MATERNITY LEAVE

Six weeks of maternity leave for a mother may be charged to sick leave. The date of this six calendar week time period (42 calendar days) shall begin with the birth of the child. Any time after that period will require a physician's approval.

Article XVIII

SAFETY PROVISIONS

A committee will be appointed to address safety provisions. These provisions will either be a part of the staff handbook or Board policy. This committee will report to the Board with recommendations by March 1, 2016.

Article XIX

DUTY-FREE LUNCH PERIODS

The Board shall provide each teacher in the school system a minimum 25-minute duty-free lunch period.

Article XX

TEACHER WORK DAY

When establishing the school calendar, a ½ work day will be scheduled at the end of the 1<sup>st</sup> and 3<sup>rd</sup> quarters and a full work day will be scheduled at the end of each semester.

Article XXI

DURATION PERIOD

This contract shall be effective as of July 1, 2019 and shall continue until June 30, 2022.

The first pay period and benefit package will convene on September 1, 2019. The first payday under this contract shall be September 20, 2019. Pay for the months of June, July and August of any year is based on work performed under the salary schedule for the previous school year.

Article XXII

INCLEMENT WEATHER - HOURS

In the event of a late start or early dismissal for inclement weather, the teacher's workday hours will reflect the same changes as that of the student's day.

Article XXIII

PROFESSIONAL DEVELOPMENT

One (1) day will be added to the first year contract of each new teacher to the district. The time will be added prior to the start of the school year to allow for professional development activities.

Article XXIV

COLLABORATION TIME

A. Teachers will be required to participate in at least 36 hours annually of teacher driven collaboration time to deliver educational programs and assess student learning, or to engage in peer review pursuant to section 284.8 subsection 1.

B. Designated professional development (as long as practitioner collaboration is a substantial component of this professional development) or professional learning community time shall count toward the required 36 hours.

C. Individual educator preparation time shall not count as collaboration time.

Article XXV

INTENSIVE ASSISTANCE PROCESS LANGUAGE: The HEA and the Board agree to continue conversations during the upcoming school year to come to mutual agreement.

Article XXVI

1  
2 SIGNATURE CLAUSE  
3

4 In witness whereof the parties hereto have caused this agreement to be signed by their  
5 respective Presidents, attested by their respective Presidents, attested by their respective Co-  
6 Chief Negotiators, and their signatures placed thereon, all on the \_\_\_\_ day of April,  
7 2020.  
8  
9

10  
11  
12  
13 Association

Board of Education

14  
15  
16  
17 By: \_\_\_\_\_  
18 Its President

By: \_\_\_\_\_  
Its President

19  
20  
21 By: \_\_\_\_\_  
22 Its Co-Chief Negotiator

By: \_\_\_\_\_  
Its Chief Negotiator

23  
24  
25 By: \_\_\_\_\_  
26 Its Co-Chief Negotiator  
27  
28

1		2019 - 2022 Base = \$33,178 (1.00)	
2			
3	Step	Nurse	Nurse BA
4			
5	1	.75	.80
6			
7	2	.785	.835
8			
9	3	.82	.87
10			
11	4	.855	.905
12			
13	5	.89	.94
14			
15	6	.925	.975
16			
17	7	.96	1.01
18			
19	8	.995	1.045
20			
21	9	1.00	1.05
22			
23	10	1.035	1.08
24			
25			
26			
27			

Addendum to Master Contract  
Harlan Community Schools  
And  
Harlan Education Association  
For School Year  
2019-2022

BASE SALARY FOR 2019-2020

The Base Salary for 2019-2020 will be increased by \$328.00. The base salary will be \$33,178.00. The Board shall advance steps on the salary schedule. Total package increase 2.06%.

BASE SALARY FOR 2020-2021

Based on the amount of State Supplemental Aid (SSA) for the 2020-2021 fiscal year the Base Salary for 2020-2021 will remain unchanged at \$33,178.00 and to use the new money to provide for either vertical/step or horizontal/lane advancements as per contract language.

BASE SALARY FOR 2021-2022

Based on the amount of State Supplemental Aid (SSA) for the 2020-2021 fiscal year the Base Salary for 2020-2021 will remain unchanged at \$33,178.00 and though there is no new money, the board agrees to provide for either vertical/step or horizontal/lane advancements as per contract language.

Association

Board of Education

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

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

Its President

Its President

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

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

Its Co-Chief Negotiator

Its Chief Negotiator

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

Its Co-Chief Negotiator

**JJ JENSEN PARK USE AGREEMENT  
BETWEEN THE CITY OF HARLAN, IOWA, AND THE HARLAN COMMUNITY SCHOOL DISTRICT  
FOR USE AND UPKEEP OF JJ JENSEN PARK FACILITIES**

THIS AGREEMENT is made and entered into this 8th day of March, 2021, by and between the CITY OF HARLAN, IOWA (hereinafter the "City") and the HARLAN COMMUNITY SCHOOL DISTRICT (hereinafter the "District").

WHEREAS, the City owns real property locally known as JJ Jensen Park, on which rests a high school baseball/softball complex with press boxes, dugouts, concession, bathrooms, maintenance building, in addition to parking facilities; and

WHEREAS, these facilities and their maintenance have long been successfully shared between the City and the District, and it is the desire of both entities to enter in a formal agreement for future success;

WHEREAS, the District desires to continue utilizing areas at JJ Jensen and both parties desire to coordinate upkeep and maintenance of these facilities; and

WHEREAS, the District and the City find that such joint or cooperative action with respect to the use of JJ Jensen Park and its facilities will be to their mutual advantage and further believe a use agreement should be entered into for this purpose and is otherwise correct and proper.

NOW, THEREFORE, in recognition of the above, and in consideration of the mutual promises set forth below, the parties do hereby agree as follows:

Section 1. Description of the Premises. The real property owned by the City (parcel #833108000002), which contains that property commonly known as JJ Jensen Park, which includes the high school baseball/softball complex, adjoining facilities and parking located at **212 Cyclone Avenue**, in the City of Harlan, Shelby County, Iowa, and generally depicted on Exhibit A (see attached). Hereafter, the real property described in this section shall be referred to as the "Premises".

Section 2. Duties of the Parties.

- a. Building repair of the press boxes and concession/bathroom/maintenance building will be the responsibility of the City.
- b. Press box interior equipment, sound system, video/internet, signage, scoreboards and related equipment are the responsibility of the District. Cleaning and maintenance of the press box interior will be the responsibility of the District.
- c. Repair, maintenance, and cleaning of the dugouts for the high school baseball and softball fields will be the responsibility of the District.

- d. Repair and maintenance of the bleachers, fencing, backstop netting and backstop structure will be the responsibility of the City. Repair and maintenance (including installation & removal) of the windscreen on the fences is the responsibility of the District.
- e. Repair and maintenance of the batting cages for high school baseball and softball will be the responsibility of the District.
- f. Maintenance of the parking lot will be the sole responsibility of the City. The City will utilize the parking area for dumping of snow in the winter season.
- g. Ground repair, as it pertains to any land outside of existing high school baseball and softball field fences, (marked in red on Exhibit A), will be the responsibility of the City.
- h. Ground repair and turf management (e.g. mowing, spraying/weed control, topdressing/agri-lime, pitching mounds, batters boxes) for all areas inside of the fences (marked in red on Exhibit A) will be the responsibility and sole financial obligation of the District. Prior to May 1 and after the final high school game each season on each respective field the City will be responsible for mowing inside of the fences.
- i. The sprinkler system for the high school baseball and softball fields, and costs related for repair and maintenance of such, will be the responsibility of the City. **Any type of watering inside of the fences (marked in red on Exhibit A) will be overseen by and coordinated with the City.**
- j. The City will be responsible for refuse, refuse collection, and associated costs.
- k. The City will be responsible for water, wastewater and electrical costs.
- l. Bathroom maintenance, and janitorial concerns, will be the responsibility of the City.
- m. The District will be responsible for scheduling of the high school baseball and softball fields for high school practices and games. Communication of these schedules will be provided to the City in advance. Other groups use of high school baseball and softball fields will be upon the mutual agreement with the District and City. High school use of field #3 will be completed by 2 p.m. daily.
- n. Preparation of the baseball and softball field (e.g. dragging, watering, marking of batter's box and field lines) prior to the first game scheduled is the responsibility of the City. Chalk will be used for field preparation. If marking paint is desired the cost of paint will be the responsibility of the District. Preparation of additional games on

a field on the same day is the responsibility of the District. If the District desires for the City to prepare a field for an additional game there will be a per field cost as outlined in Exhibit B.

- o. Locking up/securing of the press boxes and high school storage areas after the completion of use are the responsibility of the District.
- p. Future facility improvements and/or replacements and associated costs will be at the mutual consent and agreement of both parties.

Section 3. Duration. The duration of this Agreement shall begin following approval and execution by both governing bodies, and continue until terminated as provided in Section 4 of this Agreement.

Section 4. Termination. This Agreement may be terminated by mutual agreement of the parties. In the absence of mutual agreement, either the District or the City may terminate this Agreement by giving written notice of termination to the other party at least 90 days prior to termination. Upon termination of this Agreement, each party shall have sole custody and use of its respective property.

Section 5. Notices. All notices given under this Agreement shall be sent by mail or e-mail to the following addresses, or such other addresses as may be designated by the parties in accordance with this section:

To the City:                      Attn: City Administrator  
                                            City of Harlan  
                                            711 Durant Street  
                                            Harlan, IA 51537

To the District:                  Attn: Superintendent  
                                            Harlan Community School District  
                                            2102 Durant Street  
                                            Harlan, IA 51537

Section 6. Governance. No separate legal or administrative entity or joint board shall be created by this Agreement.

Section 7. Property. It is not contemplated that any real or personal property will be acquired for the purpose of carrying out the terms of this Agreement.

Section 8. Liability Insurance. Throughout the duration of this Agreement, the City and the District shall each carry, at their own expense, liability insurance for protection from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property upon the Premises due directly or indirectly to the use or occupancy



thereof by the insured. Each party shall be furnished with a certificate of insurance evidencing the required insurance upon request.

Section 9. Indemnification. To the extent permitted by law, the City and the District each agree to defend, indemnify, and hold harmless the other party, and the other party's directors, officers, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, to the extent arising from acts or omissions of the indemnifying party under this Agreement.

Section 10. Parties' Relationship. The relationship between the parties is that of independent contract. Neither of the parties, nor their employees or agents, have the authority to act for or on the behalf of the other party unless specifically agreed to in writing.

Section 11. Compliance with Laws. Each party agrees to comply with all applicable federal, state, and local laws and regulations in connection with the performance of its obligations under this Agreement.

Section 12. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There is no other understandings or agreements between the parties relating to the subject matter addressed herein.,

Section 13. Amendments. This Agreement may be amended by the parties at any time by the adoption of a written amendment by the Board of Directors of the District, and by the City Council.

Section 14. Headings. The headings or captions in this Agreement are for convenience of reference only and shall not be used to interpret or construe its provisions.

Section 15. Non-Waiver. No delay or failure by either party to exercise any right or remedy under this Agreement shall constitute a waiver of that or any other right of remedy, unless otherwise expressly agreed to in writing.

Section 16. Governing Law and Forum. This Agreement shall be construed in accordance with and be governed by the laws of the State of Iowa, and the proper forum for any disputes shall be at the Shelby County District Court at Harlan, Iowa.

Section 17. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

Section 18. Adoption. Each party represents and warrants that it has duly authorized the adoption of this Agreement in accordance with applicable law.

Section 19. Assignment. Neither party may assign this Agreement or subcontract any of the duties in whole or in part, without the written agreement of the other party.

Section 20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Instrument.

Section 22. Payment. The District agrees to pay the City an annual payment for use of the premises. This payment is outlined in Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed by their respective officers pursuant to full authority granted as of the date first written above.

FOR THE CITY OF HARLAN

FOR THE HARLAN COMMUNITY  
SCHOOL DISTRICT

Dated this \_\_\_\_ Day of \_\_\_\_\_, 2021

Dated this \_\_\_\_ Day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Michael Kolbe, Mayor

By: \_\_\_\_\_  
[Name] School Board President

# EXHIBIT A

JJ Jensen Complex



## EXHIBIT B

As mutually agreed upon these costs may change over time. Only upon written consent of both parties.

**ANNUAL PAYMENT:** \$4,000  
(due to the City by May 1)

**FIELD PREPARATION:** \$25  
(above per game fee will be invoiced to the District no later than September 1)

## AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this 23rd day of March, 2021, by and between GREEN HILLS AEA ("GHAEA"), and HARLAN COMMUNITY SCHOOL DISTRICT (the "School District").

### WITNESSETH:

WHEREAS, the School District is in need of qualified personnel to provide certain educational services on an occasional, part-time basis; and

WHEREAS, GHAEA has qualified personnel who can provide the needed services to the School District.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purpose.** The parties have entered into this Agreement for the purpose of setting forth the terms and conditions relating to the School District's use of GHAEA employees to provide services to the School District.

2. **Scope of Services.** The School District shall purchase such services of GHAEA employees and for such number of days as specifically identified on Exhibit A, attached hereto and incorporated herein by reference. The school district shall provide a private space for individual therapy. GHAEA shall be responsible for assigning a GHAEA employee or employees to the School District. The GHAEA employee or employees shall perform the duties reasonably requested by the School District, and such services shall be performed at the School District's facility or facilities. Any GHAEA employee shall be considered an employee or agent of GHAEA, and at no time shall any GHAEA employee be considered to be an employee of the School District. GHAEA shall be responsible for complying with all local, state and federal tax laws relating to its employees, specifically including, but not limited to, the payment and reporting of all federal and state income tax withholding and social security taxes.

3. **Term.** This Agreement shall be effective for the 2021-22 school year, unless earlier terminated as provided herein.

4. **Termination.** Any party may terminate this Agreement if one of the other parties fails to comply with or otherwise perform its obligations as set forth in this Agreement (a "Default"), which Default continues uncured for a period of thirty (30) days after the party claiming a Default has given written notice to the other party describing the nature of the Default and demanding its cure. In addition, either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other party.

5. **Payment.** The School District shall be responsible for paying the salary and benefits per diem paid by GHAEA to each employee assigned to the School District as set forth on Exhibit A. GHAEA shall invoice the School District semiannually in the months of January and June for services rendered.

6. **Indemnification.**

(a) The School District shall indemnify, defend and hold harmless GHAEA and its officers, directors, employees, agents and other representatives from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) arising in connection with the School District's performance under this Agreement, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of GHAEA, its employees, agents or other representatives.

(b) GHAEA shall indemnify, defend and hold harmless the School District and its officers, directors, employees, agents and other representatives from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) arising in connection with GHAEA's performance under this Agreement, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of the School District, its employees, agents or other representatives.

7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT.

8. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Iowa as applied to contracts entered into and performed entirely within the State by residents thereof. All disputes arising under this Agreement shall be brought in the District Court of the State of Iowa in Pottawattamie County or the United States District Court for the Southern District of Iowa, Western Division, as permitted by law. The District Court of Pottawattamie County and the United States District Court for the Southern District of Iowa, Western Division shall each have non-exclusive jurisdiction over disputes under this Agreement. The School District and GHAEA each consent to the personal jurisdiction of the above courts.

(b) **Attorneys' Fees.** In the event any proceeding or lawsuit is brought by GHAEA or the School District in connection with this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

(c) Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered and addressed as follows:

If to the School District, to:

Harlan Community School District  
2102 Durant Street  
Harlan, IA 51537  
Attn: Lynn Johnson

If to GHAEA, to:

Green Hills AEA  
Halverson Center for Education  
24997 Hwy 92  
Council Bluffs, IA 51503  
Attn: Kris Wood

or to such other address or person as hereafter shall be designated in writing by the applicable party.

(d) Assignment. No party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(e) Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.

(f) Waiver. No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right.

(g) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.



(h) Entire Agreement; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. The terms and conditions of any invoice, purchase order or other instrument issued by the parties in connection with this Agreement which add to or differ from the terms and conditions of this Agreement shall be of no force or effect. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

(i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

(j) Construction. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

(k) Headings. Section headings are used for convenience only and shall not be considered a part of this Agreement or be used to interpret the meaning of any term hereof.

(l) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement.

(m) Remedies. The rights and remedies provided herein are cumulative and are not exclusive of any remedies that might be available to any party at law or in equity or otherwise.

(n) Waiver of Jury Trial. THE SCHOOL DISTRICT AND GHAEA EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

GREEN HILLS AEA

By: Dr. Connie J. Maxson  
Name: Dr. Connie J. Maxson  
Title: Board President  
Date: Mar 23 2021

(approved at the 3/23/21 Board Mtg.)

HARLAN COMMUNITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: Amy Rueschenberg  
Title: Board President  
Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

Services shall be provided by GHAEA for a total of 38 days (0.2 FTE) as noted below:

#### Master Social Worker Services

Chelsie Hatcher-

38 days

Salary and Benefits yet to be determined

Plus associated travel

## AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this 27th day of April, 2021, by and between GREEN HILLS AEA ("GHAEA"), and HARLAN COMMUNITY SCHOOL DISTRICT (the "School District").

### WITNESSETH:

WHEREAS, the School District is in need of qualified personnel to provide certain educational services on an occasional, part-time basis; and WHEREAS, GHAEA has qualified personnel who can provide the needed services to the School District.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purpose. The parties have entered into this Agreement for the purpose of setting forth the terms and conditions relating to the School District's use of GHAEA employees to provide services to the School District.

2. Scope of Services. The School District shall purchase such services of GHAEA employees and for such number of days as specifically identified on Exhibit A, attached hereto and incorporated herein by reference. GHAEA shall be responsible for assigning a GHAEA employee or employees to the School District. The GHAEA employee or employees shall perform the duties reasonably requested by the School District, and such services shall be performed at the School District's facility or facilities. Any GHAEA employee shall be considered an employee or agent of GHAEA, and at no time shall any GHAEA employee be considered to be an employee of the School District. GHAEA shall be responsible for complying with all local, state and federal tax laws relating to its employees, specifically including, but not limited to, the payment and reporting of all federal and state income tax withholding and social security taxes.

3. Term. This Agreement shall be effective for the 2021-22 school year, unless earlier terminated as provided herein.

4. Termination. Any party may terminate this Agreement if one of the other parties fails to comply with or otherwise perform its obligations as set forth in this Agreement (a "Default"), which Default continues uncured for a period of thirty (30) days after the party claiming a Default has given written notice to the other party describing the nature of the Default and demanding its cure. In addition, either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other party.

5. Payment. The School District shall be responsible for paying the salary and benefits per diem paid by GHAEA to each employee assigned to the School District as set forth on Exhibit A. GHAEA shall invoice the School District semiannually in the months of January and June for services rendered.

6. Indemnification.

(a) The School District shall indemnify, defend and hold harmless GHAEA and its officers, directors, employees, agents and other representatives from and against

any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) arising in connection with the School District's performance under this Agreement, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of GHAEA, its employees, agents or other representatives.

(b) GHAEA shall indemnify, defend and hold harmless the School District and its officers, directors, employees, agents and other representatives from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) arising in connection with GHAEA's performance under this Agreement, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of the School District, its employees, agents or other Representatives.

7. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT.

8. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Iowa as applied to contracts entered into and performed entirely within the State by residents thereof. All disputes arising under this Agreement shall be brought in the District Court of the State of Iowa in Pottawattamie County or the United States District Court for the Southern District of Iowa, Western Division, as permitted by law. The District Court of Pottawattamie County and the United States District Court for the Southern District of Iowa, Western Division shall each have non-exclusive jurisdiction over disputes under this Agreement. The School District and GHAEA each consent to the personal jurisdiction of the above courts.

(b) Attorneys' Fees. In the event any proceeding or lawsuit is brought by GHAEA or the School District in connection with this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

(c) Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered and addressed as follows:

If to the School District, to:  
HARLAN COMMUNITY SCHOOL DISTRICT  
2102 Durant St.  
Harlan IA 51537  
Attn: Ms. Lynn Johnson

If to GHAEA, to:  
Green Hills AEA  
Halverson Center for Education  
24997 Highway 92  
Council Bluffs, IA 51503  
Attn: Kris Wood

or to such other address or person as hereafter shall be designated in writing by the applicable party.

(d) Assignment. No party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(e) Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.

(f) Waiver. No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right.

(g) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

(h) Entire Agreement; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. The terms and conditions of any invoice, purchase order or other instrument issued by the parties in connection with this Agreement which add to or differ from the terms and conditions of this Agreement shall be of no force or effect. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

(i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

(j) Construction. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

(k) Headings. Section headings are used for convenience only and shall not be considered a part of this Agreement or be used to interpret the meaning of any term Hereof.

(l) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective heirs,

successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement.

(m) Remedies. The rights and remedies provided herein are cumulative and are not exclusive of any remedies that might be available to any party at law or in equity or otherwise.

(n) Waiver of Jury Trial. THE SCHOOL DISTRICT AND GHAEA EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

GREEN HILLS AEA

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

Name: Dr. Connie J. Maxson

Title: Board President \_\_\_\_\_

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

(Approved at the April 27 Board Mtg.)

HARLAN COMMUNITY SCHOOL DISTRICT

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

Name: Amy Rueschenberg

Title: Board President

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

EXHIBIT A  
SCOPE OF SERVICES

Services shall be provided by GHAEA for a total of 15 days as noted below.

1. Serve as certified teacher-librarian per Iowa Code 281—12.3(12)
2. Teacher Professional Learning (PL) and initial student instruction focused around information literacy skills & the research process
3. Teacher Professional Learning (PL) and initial student instruction focused around digital citizenship & digital literacy skills
4. Support Library Clerk on collection management (analysis, refining, & updating library resources/collection)
5. Support Principal with decisions on best practices regarding library-media resources and services.
6. Keep the Principal apprised of any areas of concern.
7. Help design activities/events that promote the love of reading & literature appreciation
8. Support the curation of materials & resources collaboratively w/ teachers around core curriculum or a particular unit of study

\*Some services may be delivered remotely

Services Not Provided:

1. Circulation duties (book check-in/check-out, shelving)
2. Book Fair support
3. Technical support

EXHIBIT B  
COST OF SERVICES

Teacher Librarian Services

15 days @ \$550 all inclusive = \$8,250

GHAEA shall invoice the School District semiannually in the months of January and June

## AEA PURCHASING AGREEMENT 2021- 2022

This purchasing agreement ("Agreement") is entered into by AEA Purchasing, an entity formed by a 28E Agreement filed on or about February 7, 2011 and the Harlan Community School District/Customer (hereafter the "Eligible Member") located in Area Education Agency (hereafter the "AEA") Green Hills AEA (13) for the 2021-2022 school year.

### SELECTION OF PROGRAMS

Eligible Member elects to participate in the program(s) checked below. Products available under these bids are for use in the Eligible Member's Child Nutrition Programs:

- A. AEA PURCHASING Food Bid \_\_\_\_\_ (TBD)
- B. AEA PURCHASING Small Wares Bid \_\_\_\_\_ (Rapids Wholesale)
- C. AEA PURCHASING Ware Wash Bid \_\_\_\_\_ (TBD)

### COMMITMENT TO BUY AND PARTICIPATE

The Eligible Member agrees to purchase an aggregate monthly total of 60% of its food and supplies (excluding USDA Foods, milk, bread, small wares and ware wash) from the vendor selected by AEA Purchasing ("Prime Vendor").

Eligible Member agrees to respond to requests for information from AEA Purchasing, reporting any service, product, invoicing, or other problems which may arise between the Eligible Member and any Prime Vendor. Also, to be willing to serve on, or provide input to, committees as established by AEA Purchasing from time to time.

### EFFECTIVE DATE

To be effective beginning July 1, 2021, this Agreement must be signed no later than June 30, 2021.

### PRIME VENDOR RESPONSIBILITIES TO ELIGIBLE MEMBERS:

- Provide product data information (i.e. nutrition specifications, child nutrition documentation)
- Establish bi-weekly (or otherwise agreed upon schedule) salesperson visits and truck deliveries
- Establish, in conjunction with AEA Purchasing, food shows and seminars
- Provide monthly and weekly price reports
- Invoice and directly deliver products
- Provide computer ordering and inventory system support

### AEA PURCHASING ADMINISTRATIVE FEE

AEA Purchasing administers a \$.50 per case and a \$.10 per broken case amount to help to cover the expenses of running the program. At the conclusion of this Agreement, after expenses are paid, the balance is refunded to our Eligible Members on a pro rata basis. In school year 2019-2020 the amount sent back as a year-end food rebate was \$270,535.00. Eligible Member will return any such refund to the appropriate school meals account as required by the United States Department of Agriculture (USDA). Iowa's AEA, through the appointed representatives on the IAAEA Governing Board, will provide oversight and management for this program but no funding.

### PAYMENT

Normal terms are net amount due in 30 days. (Net 30 days.)

Eligible Member will remit payment directly to Prime Vendor. Eligible Member will pay applicable administrative fees included on its invoices. These administrative fees will be paid to AEA Purchasing by Prime Vendor pursuant to the agreement between AEA Purchasing and Prime Vendor.

### PRICE LISTS AND PRICE CHANGES

AEA Purchasing will transmit monthly and weekly price lists to Eligible Members. Firm prices will prevail for one calendar month with the exception of weekly price changes for fresh meat, dairy products and produce.

### MINIMUM ORDER AND DELIVERY

Orders may be placed with Prime Vendor at any time during the term of this Agreement. The minimum order requirements for one Eligible Member for delivery to one building will be \$500.00 for food. The Prime Vendor will deliver and unload goods directly to Eligible Members during normal operating hours or at other mutually agreed upon times. Schools that order



under \$500 will incur a \$15 service fee. There will be no fuel surcharge. There will be no minimum delivery requirement for the month of May or the three weeks prior to Winter break.

#### ELIGIBLE MEMBER RESPONSIBILITY

Eligible Member acknowledges their responsibility to comply with any and all applicable regulations of the USDA Food and Nutrition Service Department and the Iowa Department of Education Bureau of Nutrition and Health Services, including but not limited to, the retention of records and nonprogram revenue requirements. Eligible Member agrees to adhere to all provisions of the Standards of Conduct adopted by AEA Purchasing.

#### COMPLIANCE BY AEA PURCHASING

AEA Purchasing will comply with any and all applicable federal and state regulations related to the procurement of goods and services for Iowa school districts and area education agencies.

#### TERMINATION

Both Eligible Member and the AEA Purchasing have the option to terminate this Agreement prior to June 30, 2022 upon thirty (30) days advance written notice.

#### SIGNATURES

Eligible Member/School District

**AEA Purchasing Signature**

AEA Purchasing Foodservice Division

PHONE: 800-632-5918 x-1321

EMAIL: [megan@aeapurchasing.org](mailto:megan@aeapurchasing.org)

\_\_\_\_\_  
Name of School District/Customer

\_\_\_\_\_  
AEA Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President or Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Phone Number

*\*\* AEA Purchasing has the ability to share this document electronically allowing for completion and e-signature by the authorized person/persons. If your school district is interested in completing this agreement electronically, please email administrative assistant Barb Adams at [barb@aeapurchasing.org](mailto:barb@aeapurchasing.org).*

Superintendent email address: [lynn.johnson@hcsdyclones.com](mailto:lynn.johnson@hcsdyclones.com)

Business Manager email address: [bgnubbels@hcsdyclones.com](mailto:bgnubbels@hcsdyclones.com)

Foodservice Director email address: [ellen.walsh-rosmann@hcsdyclones.com](mailto:ellen.walsh-rosmann@hcsdyclones.com)

Harlan Community School District

Proposed List of Obsolete and Unused Equipment for Disposal

Presented April 12, 2021

Band Equipment

- (4) Yamaha SFZ 13" snares with carriers and cases
- (2) Yamaha tenors 6", 10", 12", 13", 14" with carriers and cases
- (4) Yamaha bass drums 18", 20", 22", 24" with carriers and cases

Weight Equipment

- (499) lbs. of 1 " Weights
- (640) lbs. of Bumper plates
- (3,000) lbs. of Standard weight plates
- (3) GHD machines
- (2) Lat pulldown machines
- (2) Leg curl/extension machines
- (1) Forged strength system
- (1) Weight bench
- (3) Bumper plate storage systems
- (1) Four-way hip machine
- (1) Mat mover

Nutrition Equipment and Supplies

- (29) Cases of re-usable to-go boxes
- (1) Three door reach-in commercial 80" X 34" X 85" cooler (runs but needs mechanical work)

Maintenance and Snow Removal Equipment

- (1) 1982 John Deere 2040 tractor with loader and rear blade and rear tire chains (needs mechanical work)

- (1) Toolcat #5600 V-blade attachment
- (1) John Deere #F1145 rider mower rotary broom attachment
- (1) John Deere #F1145 rider mower snow blower attachment
- (1) Red Devil skid loader snow blower attachment
- (1) New Holland #140LS skid loader rotary broom attachment
- (2) John Deere #F1145 rider mower cozy cab
- (1) John Deere #F1145 rider mower Curtis cab
- (1) John Deere #F1145 rider mower cab heater

#### Miscellaneous Equipment

Assorted classroom tables, desks, chairs, cabinets

**HARLAN COMMUNITY SCHOOL DISTRICT BOARD MEETING**  
**(For approval on 4-12-2021)**

MARCH 8, 2021

The Board met for a regular meeting at 6:00 p.m. on Monday, March 8, 2021, held in the Media Center at Harlan Community High School. President Amy Rueschenberg presided with Board members Jessica Anderson, Al Hazelton, Joe Herzberg, Joni Larsen, and Monte Schechinger present. Seth Piro entered after the meeting began.

Administrators Present: Lynn Johnson, Bill Mueller, Davis Pattee, and Jeff Moser

Media: Bob Bjoin

**APPROVAL OF AGENDA:** Herzberg moved, seconded by Hazelton, to approve the agenda. Motion carried 6-0.

**DISCUSSION ITEMS:** The board discussed the certified budget and budget hearing to be held on Tuesday, March 23 at 6pm. Mrs. Johnson shared a COVID safety measures update including spectator guidelines for spring sports. Mrs. Johnson updated the board on new Frontline Central human resource software. Mr. Mueller presented his administrator report and Mr. Frohlich shared his administrator report in the board packet.

Piro entered at 6:13 p.m.

**ACTION ITEMS:**

**APPROVAL OF SUPERINTENDENT CONTRACT:** Anderson moved, seconded by Schechinger to approve the two year superintendent contract with Dr. Jennifer Barnett. Motion carried 7-0.

**RESIGNATION OF PERSONNEL:** Hazelton moved, seconded by Piro to approve the resignation of Chad Swanson as MS Volleyball Coach; Carrie Schaben as MS Volleyball Coach; and Janet Nelson as HS Special Education Associate. Motion carried 7-0.

**EMPLOYMENT OF PERSONNEL:** Herzberg moved, seconded by Larsen to approve the employment of Kenny White as HS Ag Teacher and FFA Sponsor; Jenny Hamilton as HS Math Teacher; Lindsey White as Elementary Special Education Associate; Sandra Connely as MS Special Education Associate; and Dean Mosher as MS Boys Track Coach. Motion carried 7-0.

**APPROVAL OF LAPTOP BIDS FOR MS/HS STUDENT 1:1 DEVICES:** Anderson moved, seconded by Schechinger to approve the recommended bid from RTI for \$218,300. Motion carried 7-0.

**APPROVAL OF CHROMEBOOK BIDS FOR 2<sup>ND</sup> GRADE 1:1 DEVICES:** Herzberg moved, seconded by Hazelton to approve the recommended bid from Thinkspace IT for \$28,604.40. Motion carried 7-0.

**APPROVAL OF CHROMEBOOK 2-IN-1 BIDS FOR KINDERGARTEN DEVICES:** Schechinger moved, seconded by Hazelton to approve the recommended bid from Sterling Computers for \$32,989. Motion carried 7-0.

**APPROVAL OF LAPTOP BIDS FOR STAFF DEVICES:** Anderson moved, seconded by Larsen to approve the recommended bid from Thinkspace IT for \$36,789.75. Motion carried 7-0.

**APPROVAL OF VETERANS MEMORIAL AUDITORIUM USE AGREEMENT BETWEEN THE HCSD AND THE CITY OF HARLAN THROUGH THE VETERANS MEMORIAL AUDITORIUM COMMISSION:** Schechinger moved, seconded by Herzberg to approve the Veterans Memorial Auditorium use agreement between the HCSD and the City of Harlan through the Veterans Memorial Auditorium Commission. Motion carried 6-0. Hazelton abstained.

**APPROVAL OF AGREEMENT BETWEEN THE CITY OF HARLAN AND HCSD FOR THE USE AND UPKEEP OF THE JJ JENSEN PARK FACILITIES:** Piro moved, seconded by Larsen to approve the agreement between the City of Harlan and HCSD for the use and upkeep of the JJ Jensen park facilities. Motion carried 7-0.

**APPROVAL OF RENEWAL OF MAINTENANCE AGREEMENT WITH TRANE:** Herzberg moved, seconded by Anderson to approve the renewal of the maintenance agreement with Trane. Motion carried 7-0.

**APPROVAL OF COURSE CHANGES AND ADDITIONS:** Anderson moved, seconded by Schechinger to approve the high school course changes and additions as presented. Motion carried 7-0.

**CONSIDERATION OF OPEN ENROLLMENT REQUESTS:** Anderson moved, seconded by Piro to approve a High School late open enrollment request for 2020-21 with good cause and to deny a Primary School request for 2020-21 without good cause. Motion carried 7-0.

**APPROVAL OF CONSENT AGENDA:** Anderson moved, seconded by Piro to approve the consent agenda as presented. This included the minutes from the previous board meetings, accounts payable for February and March, March General Fund (Operating Warrants), Trust Fund Warrants, Agency Fund Warrants, Physical Plant and Equipment

Fund Warrants, and Financial Reports. The approved warrants are as follows:

OPERATING FUND

AMAZON SYNCHRONY BANK	SCCS ESSER FUND PURCHASES	1,506.86
ARKFELD WATER SERVICES	REPAIRS	100.00
BELIN-BLANK CENTER	MATERIALS	695.00
BOMGAARS	SUPPLIES	31.94
BOONE COMMUNITY SCHOOL DISTRICT	SPED BILLING	5,261.68
BOYER VALLEY COMMUNITY SCHOOL DISTRICT	SPED BILLING	5,778.90
BR BLEACHERS	INSPECTIONS	750.00
CAPITAL SANITARY SUPPLY	SUPPLIES	1,321.40
CARLSON CAPITOL MFG.	SUPPLIES	411.19
CARQUEST	PARTS	799.48
CENTRAL IOWA DISTRIBUTING INC.	SUPPLIES	1,156.00
CINTAS	LAUNDRY	55.90
CJ STORK PROPERTIES, LLC	COVID FACILITY RENTAL	750.00
COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT	SPED BILLING	3,520.90
CUMMINS SALES AND SERVICE	REPAIRS	3,628.80
DELTA DENTAL	EMPLOYEE INSURANCE	9,552.94
DICKMAN, DANNY	BUS LICENSE	64.00
DRUMMOND PRESS, INC.	COVID SUPPLIES	539.76
DUNHAM HARDWOODS	RESALE MATERIALS	1,645.00
EASTERN NEBRASKA HUMAN SERVICES	SPED BILLING	3,344.00
FARM SERVICE COOP	FUEL	10,187.86
FARMERS MUTUAL COOP TELEPHONE CO.	TELEPHONE SERVICE	3,824.33
FROHLICH, SCOTT	TRAVEL	78.78
GOLDEN, MELISSA	IPERS REFUND	214.91
GREATAMERICA FINANCIAL SERVICES	COPIER LEASES	1,585.00
GREEN HILLS AEA	DUES	200.00
GRUNDMEYER, TRENT	PURCHASED SERVICES	12,070.72
HARLAN COMMUNITY SCHOOL NUTRITION FUND	SUPPLIES	121.00
HARLAN MUNICIPAL UTILITIES	UTILITIES	76,485.86
HARLAN NEWSPAPERS	SUPPLIES/LEGAL PUBLICATIONS	282.11
HARRIS BANK P-CARD	TRAVEL/SUPPLIES/POSTAGE	12,396.45
HOUGHTON MIFFLIN COMPANY	SUPPLIES	138.57
IOWA SCHOOL FINANCE INFORMATION SYSTEMS	REGISTRATION/BACKGROUND CHECKS	322.00
IOWA TESTING PROGRAMS	TESTING MATERIALS	3,992.00
IOWA WESTERN COMMUNITY COLLEGE	BUS CLASSES	130.00
JOHNSON, LYNN	SUPPLIES	58.26
KROGER & SONS HAULING, LLC	GARBAGE COLLECTION	1,920.00
LAWSON PRODUCTS, INC.	SUPPLIES	262.96
LIFESCAPE - CHILDREN'S CARE	SPED BILLING	10,013.00
LIVINGSTON, NICK	LIBRARY REFUND	8.00
MACKIN EDUCATIONAL RESOURCES	SUPPLIES	1,178.50
MADISON NATIONAL LIFE	EMPLOYEE INSURANCE	3,405.63
MARTIN BROS. DISTRIBUTING CO.	SUPPLIES	114.72
MASON CITY COMMUNITY SCHOOL DISTRICT	SPED BILLING	422.45
MONTGOMERY COUNTY MEMORIAL HOSPITAL	PURCHASED SERVICES	195.00
NAPA	SUPPLIES	80.67

O'REILLY AUTOMOTIVE INC.	PARTS	923.99
OMAHA DOOR & WINDOW CO.	REPAIRS	790.21
PAPER CORPORATION	SUPPLIES	1,017.24
PETERSEN FAMILY WELLNESS CENTER	WELLNESS PROGRAM	302.40
PETERSEN MOTORS LLC	REPAIRS	378.99
PITTS FAMILY & SPORTS CHIROPRACTIC	EMPLOYEE PHYSICALS	95.00
RAYNER & RINN-SCOTT	RESALE SUPPLIES	1,021.12
RIHNER, NICCOLE	IPERS REFUND	612.86
RITCHIE, SARAH	IPERS REFUND	338.50
ROGERS PEST CONTROL LLC	PEST CONTROL	212.00
SAVVAS	SUPPLIES	137.46
SCHMITT MUSIC CENTERS	REPAIRS	35.96
SONDERMAN CLEANING SERVICE	PURCHASED SERVICES	85.00
STA-BILT CONSTRUCTION COMPANY	SNOW REMOVAL	14,386.25
STORM LAKE COMMUNITY SCHOOL DISTRICT	SPED BILLING	20,036.20
STUDER HARLAN DO IT BEST HARDWARE	SUPPLIES	221.95
TIMBERLINE BILLING SERVICES LLC	MEDICAID BILLING SERVICES	935.44
TRUCK CENTER COMPANIES	PARTS	386.96
U.S. CELLULAR	COVID PURCHASED SERVICES	422.40
VERIZON WIRELESS	TELEPHONE SERVICE	530.75
VETTER EQUIPMENT CO.	REPAIRS	390.57
VISUAL EDGE INC. DBA COUNSEL OFFICE	COPIER LEASES	1,757.65
W.W. GRAINGER, INC.	SUPPLIES	5,171.20
WARDS SCIENCE	SUPPLIES	818.85
WELLMARK BLUE CROSS/BLUE SHIELD	EMPLOYEE INSURANCE	128,457.06
WINGERT, BILL	BUS LICENSE	24.00
<b>STUDENT ACTIVITY FUND</b>		
ARKFELD, MARK	OFFICIATING	125.00
ATLANTIC BOTTLING CO.	SUPPLIES	296.33
BAXTER, RANDY	OFFICIATING	370.00
BFG SUPPLY COMPANY	SUPPLIES	323.54
CARRUTHERS, BRYCE	OFFICIATING	80.00
DENISON COMMUNITY SCHOOL DISTRICT	TICKET SALES	2,004.00
FAIRFIELD INN AND SUITES	TRAVEL	1,774.08
FARLEY, SHANE	OFFICIATING	75.00
FLORAL ELEGANCE AND UNIQUE GIFTS	SUPPLIES	156.00
GIRRES, CHRIS	OFFICIATING	400.00
HARRIS BANK P-CARD	TRAVEL/SUPPLIES/POSTAGE	2,953.04
HOLLOWAY, JUSTINE	SUPPLIES	63.34
HONNOLD, SARA	OFFICIATING	325.00
HOSA - FUTURE HEALTH PROFESSIONALS	REGISTRATION	744.00
HUNTER, JOE	OFFICIATING	125.00
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	TICKET SALES	1,692.00
IOWA HIGH SCHOOL ATHLETIC ASSN.	SUPPLIES	50.00
IOWA HIGH SCHOOL MUSIC ASSOCIATION	REGISTRATION	637.00
IOWA HIGH SCHOOL SPEECH ASSOCIATION	REGISTRATION	67.00
KINTNER, LARRY	PURCHASED SERVICES	200.00
LUTZ, DAVID	OFFICIATING	370.00

MANN, QUIN	OFFICIATING	80.00
MIDSTATES BANK	TRAVEL	750.00
MURTAUGH, MARY ANN	PURCHASED SERVICES	100.00
PHILLIPS, ALEX	OFFICIATING	185.00
PIZZA RANCH	SUPPLIES	2,007.96
ROSMANN FAMILY FARMS	SUPPLIES	48.65
SCHABEN, BRYCE	OFFICIATING	275.00
SCHIEFFER, HARLEY	OFFICIATING	450.00
SHAFFER, MELINDA	SUPPLIES	102.00
SPOMER, KURT	OFFICIATING	185.00
SWEET 16 LANES	PURCHASED SERVICES	60.00
TURNER, TIM	OFFICIATING	75.00
ZANDER INK	SUPPLIES	2,444.00
 <b>MANAGEMENT FUND</b>		
TRANE U.S. INC	REPAIRS	5,000.60
 <b>CAPITAL FUNDS PROJECT</b>		
CBP REPAIR	REPAIRS	672.44
 <b>PHYSICAL PLANT &amp; EQUIPMENT</b>		
CARROLL CONTROL SYSTEMS INC.	PURCHASED SERVICES	360.00
COMBUSTION CONTROL CO.	PURCHASED SERVICES	2,708.55
CONTROL SERVICES INC.	PURCHASED SERVICES	397.85
ELEVATE ROOFING	PURCHASED SERVICES	386.19
GETZSCHMAN HEATING, LLC	PURCHASED SERVICES	6,706.00
RIEMANN MUSIC, INC.	REPAIRS	64.99
RIVERSIDE TECHNOLOGIES, INC.	REPAIRS	148.00
SCHMITT MUSIC CENTERS	REPAIRS	50.00
TRANE U.S. INC	REPAIRS	19,831.50
 <b>SCHOOL NUTRITION FUND</b>		
ATLANTIC BOTTLING CO.	SUPPLIES	62.16
BERNARD FOOD INDUSTRIES, INC.	SUPPLIES	458.92
COUNTRY VIEW DAIRY	SUPPLIES	560.00
EARTHGRAINS COMPANY	SUPPLIES	501.64
FARMERS MUTUAL COOP TELEPHONE CO.	TELEPHONE SERVICE	31.13
GREER, NANCY	IPERS REFUND	381.98
HARRIS BANK P-CARD	TRAVEL/SUPPLIES/POSTAGE	1,205.74
HARRIS SCHOOL SOLUTIONS	MERCHANT PROCESSING	83.60
HILAND DAIRY	SUPPLIES	4,567.06
HOBART	REPAIRS	358.03
KRUSE REFRIGERATION & ELECTRIC	PURCHASED SERVICES	85.00
MARTIN BROS. DISTRIBUTING CO.	SUPPLIES	33,514.59
MUMM, DIANE	IPERS REFUND	168.55
PRUDENT PRODUCE	SUPPLIES	162.00
SHERER, ALEXIS	IPERS REFUND	108.02



**POLICY REVIEW – FIRST READING:** Larsen moved, seconded by Hazelton to approve the first reading of Policy 505.5 – Graduation Requirements and Policy 713 – Electronic Records and Signatures. Motion carried 7-0.

**POLICY REVIEW– SECOND/FINAL READING:** Herzberg moved, seconded by Schechinger to approve the second and final reading of policies as presented. Policy 503.1 – Student Conduct; Policy 503.5 – Corporal Punishment, Mechanical Restraint and Prone Restraint; and Policy 503.6 – Physical Restraint and Seclusion of Students which are now adopted. Motion carried 7-0.

**ADJOURNMENT:** Piro moved, seconded by Anderson to adjourn. Motion carried 7-0 and the meeting was adjourned at 7:04 p.m.

Next Meeting: – March 23, 2021, at 6:00 p.m. – Special Meeting

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Board President

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Board Secretary

**HARLAN COMMUNITY SCHOOL DISTRICT BOARD MEETING  
(For approval on 4-12-2021)**

MARCH 23, 2021

**BUDGET HEARING**

The Board met for a budget hearing at 6:00 p.m. on Tuesday, March 23, 2021, in the Media Center at Harlan Community High School. President Amy Rueschenberg presided with Board members Jessica Anderson, Al Hazelton, Joni Larsen, Joe Herzberg, and Monte Schechinger. Seth Piro entered after the meeting began.

Administrators Present: Lynn Johnson

Media: Bob Bjoin

**APPROVAL OF AGENDA:** Hazelton moved, seconded by Anderson, to approve the agenda. Motion carried 6-0.

**PRESENTATION OF THE 2021 – 2022 BUDGET:** No oral or written comments were received from the public.

Piro entered at 6:04 p.m.

**ADJOURNMENT:** Anderson moved, seconded by Larsen to adjourn. Motion carried 7-0 and the budget hearing was adjourned at 6:10 p.m.

**PUBLIC HEARING**

The Board met for a public hearing at 6:11 p.m. on Tuesday, March 23, 2021, in the Media Center at Harlan Community High School. President Amy Rueschenberg presided with Board members Jessica Anderson, Al Hazelton, Joni Larsen, Joe Herzberg, Seth Piro, and Monte Schechinger.

Administrators Present: Lynn Johnson

Media: Bob Bjoin

**APPROVAL OF AGENDA:** Herzberg moved, seconded by Schechinger, to approve the agenda. Motion carried 7-0.

**PRESENTATION OF THE 2021 – 2022 SCHOOL CALENDAR:** No oral or written comments were received from the public.

**ADJOURNMENT:** Hazelton moved, seconded by Herzberg to adjourn. Motion carried 7-0 and the budget hearing was adjourned at 6:21 p.m.

## SPECIAL MEETING

The Board met for a special meeting at 6:22 p.m. on Tuesday, March 23, 2021, in the Media Center at Harlan Community High School. President Amy Rueschenberg presided with Board members Jessica Anderson, Al Hazelton, Joni Larsen, Joe Herzberg, Seth Piro, and Monte Schechinger.

Administrators Present: Lynn Johnson

Media: Bob Bjoin

**APPROVAL OF AGENDA:** Anderson moved, seconded by Hazelton, to approve the agenda. Motion carried 7-0.

### ACTION ITEMS:

**APPROVE THE 2021-2022 BUDGET:** Piro moved, seconded by Anderson to approve the 2021-2022 budget as presented. Motion carried 7-0.

**APPROVAL OF BUDGET GUARANTEE RESOLUTION:** Hazelton moved, seconded by Schechinger to approve the resolution that the Board of Directors of Harlan Community School District, will levy property taxes for fiscal year 2021-2022 for the regular program budget adjustment as allowed under section 257.14, Code of Iowa. Motion carried 7-0.

**APPROVAL OF THE 2021 – 2022 SCHOOL CALENDAR:** Larsen moved, seconded by Herzberg to approve the 2021-2022 school calendar as presented. Motion carried 7-0.

**APPROVAL OF POTENTIAL NEW HIRES:** Anderson moved, seconded by Herzberg to approve the employment of Shannon Dahir as the MS Counselor/Success Coordinator. Motion carried 7-0.

**ADJOURNMENT:** Larsen moved, seconded by Schechinger to adjourn. Motion carried 7-0 and the meeting was adjourned at 6:26 p.m.

Next Meeting: – April 12, 2020, 6:00 p.m. – HS Media Center

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Board President

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Board Secretary

HARLAN COMMUNITY SCHOOL DISTRICT  
BILLS FOR BOARD APPROVAL  
APRIL 12, 2021

OPERATING FUND

AED SUPER STORE	SUPPLIES	368.08
AGRILAND FS INCORPORATED	SUPPLIES	22.93
AHLERS & COONEY, P.C.	LEGAL SERVICES	2,578.00
AMERICAN TIME & SIGNAL COMPANY	REPAIRS	1,316.96
BAXTER LUMBER AND HARDWARE	SUPPLIES	53.63
BOMGAARS	SUPPLIES	85.48
BORGMAN, JUSTINA	PURCHASED SERVICES	988.00
BROAD REACH	SUPPLIES	37.99
CAPITAL SANITARY SUPPLY	SUPPLIES	1,755.05
CARQUEST	PARTS	228.85
CARROLL CONTROL SYSTEMS INC.	PURCHASED SERVICES	200.00
CCP INDUSTRIES	SUPPLIES	935.20
CENTRAL IOWA DISTRIBUTING INC.	SUPPLIES	3,209.00
CHADWICK TOWING	PURCHASED SERVICES	120.00
CINTAS	LAUNDRY	111.80
CJ STORK PROPERTIES, LLC	COVID FACILITY RENTAL	750.00
COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT	SPED BILLING	3,624.32
CUMMINS SALES AND SERVICE	REPAIRS	2,856.04
DELTA DENTAL	EMPLOYEE INSURANCE	9,512.12
DEMCO	SUPPLIES/MATERIALS	111.10
EASTERN NEBRASKA HUMAN SERVICES	SPED BILLING	3,344.00
FARM SERVICE COOP	FUEL	7,778.09
FARMERS MUTUAL COOP TELEPHONE CO.	TELEPHONE SERVICE	3,795.50
GREATAMERICA FINANCIAL SERVICES	COPIER LEASES	1,585.00
GREEN HILLS AEA	PURCHASED SERVICES	3,855.00
HARLAN AUTO MART	REPAIRS	56.00
HARLAN COMMUNITY NUTRITION FUND	SUPPLIES	327.80
HARLAN MUNICIPAL UTILITIES	UTILITIES	26,453.95
HARLAN NEWSPAPERS	SUPPLIES/LEGAL PUBLICATIONS	444.11
HARRIS BANK P-CARD	TRAVEL/SUPPLIES/POSTAGE	5,565.60
HOME PRO VACUUM CENTERS	EQUIPMENT	984.92
IOWA HIGH SCHOOL MUSIC ASSOCIATION	REGISTRATION	125.00
IOWA SCHOOL FINANCE INFORMATION SYSTEMS	BACKGROUND CHECKS	186.00
KNOD	ADVERTISING	180.00
KROGER & SONS HAULING, LLC	GARBAGE COLLECTION	1,860.00
LEINEN CONSTRUCTION	SUPPLIES	11.00
LIFESCAPE - CHILDREN'S CARE	SPED BILLING	7,587.50
MADISON NATIONAL LIFE	EMPLOYEE INSURANCE	2,795.43
MATHESON TRI-GAS INC	MATERIALS	344.22
MEINERS PLUMBING AND HEATING	PURCHASED SERVICES	1,893.81
MONTGOMERY COUNTY MEMORIAL HOSPITAL	REGISTRATION	150.00
NAPA	SUPPLIES	297.19
OMAHA DOOR & WINDOW CO.	REPAIRS	1,975.00
OTICON, INC.	SUPPLIES	73.00
PERFORMANCE GRADING	SUPPLIES	1,205.00
PETERSEN MOTORS LLC	REPAIRS	6,149.22
PETSCH PLUMBING & HEATING INC	SUPPLIES/REPAIRS	1,681.76
PITTS FAMILY & SPORTS CHIROPRACTIC	EMPLOYEE PHYSICALS	475.00

# HARLAN COMMUNITY SCHOOL DISTRICT BILLS FOR BOARD APPROVAL

	APRIL 12, 2021	
ROGERS PEST CONTROL LLC		212.00
RSM US LLP	PURCHASED SERVICES	1,300.00
SCHOOL HEALTH CORPORATION	SUPPLIES	141.40
SHIFFLER EQUIPMENT SALES, INC	SUPPLIES	412.58
SONDERMAN CLEANING SERVICE	PURCHASED SERVICES	85.00
STA-BILT CONSTRUCTION COMPANY	SNOW REMOVAL	4,330.00
STALZER, LONDON	FUEL	79.16
STONEWARE, INC	SUPPLIES	5,130.00
STUDER HARLAN DO IT BEST HARDWARE	SUPPLIES	286.46
TRUCK CENTER COMPANIES	REPAIRS	21,527.50
U.S. CELLULAR	COVID PURCHASED SERVICES	422.40
VERIZON WIRELESS	TELEPHONE SERVICE	530.75
VISUAL EDGE INC. DBA COUNSEL OFFICE	COPIER LEASES	1,283.46
W.W. GRAINGER, INC.	SUPPLIES	10,174.11
WELLMARK BLUE CROSS/BLUE SHIELD	EMPLOYEE INSURANCE	128,457.06

## STUDENT ACTIVITY FUND

ABRAHAM LINCOLN HIGH SCHOOL	ENTRY FEES	90.00
ADM COMMUNITY SCHOOL DISTRICT	ENTRY FEES	150.00
AMERICAN CANCER SOCIETY	FUNDRAISING PAYMENT	782.92
ATLANTIC BOTTLING CO.	SUPPLIES	(29.12)
AUDUBON COMMUNITY SCHOOL DISTRICT	ENTRY FEES	200.00
AVERY BROTHERS SIGN COMPANY	SUPPLIES	43.00
BELT, RICHARD	OFFICIATING	190.00
BFG SUPPLY COMPANY	SUPPLIES	1,205.39
BSN SPORTS	SUPPLIES	5,864.00
CARROLL COMMUNITY SCHOOL DISTRICT	ENTRY FEES	275.00
DENISON COMMUNITY SCHOOL DISTRICT	ENTRY FEES	400.00
DOWLING CATHOLIC HIGH SCHOOL	ENTRY FEES	125.00
HARLAN NEWSPAPERS	SUPPLIES/LEGAL PUBLICATIONS	135.00
HARRIS BANK P-CARD	TRAVEL/SUPPLIES/POSTAGE	4,910.62
IOWA HIGH SCHOOL SOCCER COACHES ASSN.	MEMBERSHIP	40.00
IOWA HIGH SCHOOL SPEECH ASSOCIATION	REGISTRATION	44.00
ITSAVVY LLC	EQUIPMENT	3,900.00
JOSTENS INC.	SUPPLIES	4,816.23
K-MAC AWARDS	MATERIALS/SERVICES	155.59
KELLER, GARY	PURCHASED SERVICES	225.00
LANGUAGE TESTING INTERNATIONAL	REGISTRATION	70.00
LOGO'D UP LLC	SUPPLIES	722.66
MAIN STREET MARKET	SUPPLIES	945.00
PANORAMA COMMUNITY SCHOOL DISTRICT	ENTRY FEES	100.00
PHIPPS, AUSTIN	PROM REFUND	65.00
SCHOOL HEALTH CORPORATION	SUPPLIES	191.38
SERGEANT BLUFF-LUTON COMMUNITY SCHOOLS	ENTRY FEES	100.00
SHELBY COUNTY TRAP & SKEET LTD	SUPPLIES	10,985.39
SOUTHWEST DISTRICT FFA	REGISTRATION	200.00
UPTOWN SPORTING GOODS	SUPPLIES	67.84
YOUNG, GARY	OFFICIATING	160.00
ZANDER INK	SUPPLIES	4,879.50

## CAPITAL FUNDS PROJECT

CBP REPAIR

HARLAN COMMUNITY SCHOOLS DISTRICT  
BILLS FOR BOARD APPROVAL

329.18

PHYSICAL PLANT & EQUIPMENT

APRIL 12, 2021

COMBUSTION CONTROL CO.

PURCHASED SERVICES

2,963.35

CONTROL SERVICES INC.

PURCHASED SERVICES

6,792.55

ELEVATE ROOFING

PURCHASED SERVICES

524.06

FRONTLINE TECHNOLOGIES GROUP, LLC

SOFTWARE RENEWAL

5,259.32

GETZSCHMAN HEATING, LLC

PURCHASED SERVICES

1,349.00

INTERFACE AMERICAS, INC

CARPET

14,014.52

ITSAVVY LLC

PURCHASED SERVICES

769.00

RIEMANN MUSIC, INC.

REPAIRS

385.02

VETTER EQUIPMENT CO.

EQUIPMENT

4,284.88

SCHOOL NUTRITION FUND

ATLANTIC BOTTLING CO.

SUPPLIES

274.16

EARTHGRAINS COMPANY

SUPPLIES

1,893.78

FARMERS MUTUAL COOP TELEPHONE CO.

TELEPHONE SERVICE

31.27

HARRIS BANK P-CARD

TRAVEL/SUPPLIES/POSTAGE

47.42

HARRIS SCHOOL SOLUTIONS

SOFTWARE RENEWAL

5,437.09

HILAND DAIRY

SUPPLIES

10,474.54

HOBART

REPAIRS

298.03

KRUSE REFRIGERATION & ELECTRIC

PURCHASED SERVICES

165.00

MARTIN BROS. DISTRIBUTING CO.

SUPPLIES

44,279.51

RAPIDS

SUPPLIES

392.52

HARLAN COMMUNITY SCHOOL DISTRICT  
P-CARD FOR BOARD APPROVAL  
APRIL 12, 2021

AGRILAND FS - TRAVEL	20.77
AMAZON - SUPPLIES	1,675.86
AMERICAN HEART - SUPPLIES	264.50
BAXTER LUMBER - SUPPLIES	274.45
BOMGAARS - SUPPLIES	262.40
BURPEE SEED - SUPPLIES	48.98
CASEYS - TRAVEL	60.09
CHRISTIAN BOOK - SUPPLIES	30.96
CROWN AWARDS - SUPPLIES	41.54
DEEP SPACE SPARKLE - SUPPLIES	34.00
DEVELOPMENTAL STUDIES - SUPPLIES	57.00
DICK BLICK ART - SUPPLIES	553.54
DOLLAR GENERAL - SUPPLIES	61.46
DRI AVID TECHNOLOGY - SUBSCRIPTION	21.19
FAREWAY - SUPPLIES	236.25
HARLAN DO IT BEST - SUPPLIES	249.82
HARLAN NEWSPAPER - SUPPLIES	25.57
HARLAN THEATRE - SUPPLIES	90.00
HOBBY LOBBY - SUPPLIES	107.96
HOME DEPOT - SUPPLIES	192.60
HP.COM STORE - SUPPLIES	352.40
HYVEE - SUPPLIES	640.19
IOWA EVENT CENTER - EVENT TICKETS	2,259.75
JW PEPPER - SUPPLIES	285.89
MCCALLS - SUPPLIES	80.00
MUSSON THEATRICAL - SUPPLIES	30.40
NEW WORLD SPORT - SUPPLIES	38.98
OFFICE DEPOT - SUPPLIES	130.45
PAYPAL - SUPPLIES	13.90
PEARSON - SUPPLIES	90.00
PERKINS - TRAVEL	294.52
PIZZA RANCH - SUPPLIES	308.95
SCHOOL SPECIALTY - SUPPLIES	359.69
SHUTTERFLY - SUPPLIES	41.48
SUBWAY - TRAVEL	150.70
TEACHING WITH ORFF - SUPPLIES	20.00
US POST OFFICE - POSTAGE	21.14
US POST OFFICE - OFFICE SUPPLIES	986.50
WASABI - SUBSCRIPTION	6.00
ZAZZLE - SUPPLIES	103.76
	<u>10,523.64</u>

Harlan Community School District  
February 2021 Treasurer Report By Fund

	General Fund	Student Activity Fund	Management Levy Fund	SAVE Statewide Sales and Services Tax Fund	PPEL Fund	Debt Service Fund	Enterprise Funds	Trust Funds
Beginning Balance - February 1, 2021	\$ 3,642,844.17	\$ 278,519.18	\$ 369,659.85	\$ 1,515,064.38	\$ 604,309.85	\$ 8,627.68	\$ 195,256.55	\$ 147,350.82
Revenues and Other Financing Sources	1,164,963.06	31,252.97	2,204.06	98,682.71	3,773.27	0.31	89,897.40	17.61
Total Sources Available	\$ 4,807,807.23	\$ 309,772.15	\$ 371,863.91	\$ 1,613,747.09	\$ 608,083.12	\$ 8,627.99	\$ 285,153.95	\$ 147,368.43
Expenditures and Other Financing Uses	1,301,777.89	20,230.30	795.76	672.44	9,621.30	0.00	67,968.71	0.00
Ending Balance - February 28, 2021	\$ 3,506,029.34	\$ 289,541.85	\$ 371,068.15	\$ 1,613,074.65	\$ 598,461.82	\$ 8,627.99	\$ 217,185.24	\$ 147,368.43
Comments	Awaiting reimbursement for ESSER expenditures.	Revenues slightly higher than expenses this month.	Minimal activity this month.	Normal revenues for the month and expenses minimal this month.	Minimal activity this month.	Minimal activity this month.	Receipts exceeded program costs for this month.	Minimal activity this month.



Harlan Community School District  
February 2021 Treasurer Report By Depository

	General Fund	Student Activity Fund	Management Levy Fund	SAVE Statewide Sales and Services Tax Fund	PPEL Fund	Debt Service Fund	Enterprise Funds	Trust Funds
Midstates Bank, N.A.	\$ 3,221,365.28	\$ 289,541.85	\$ 360,730.88	\$ 1,612,206.88	\$ 598,461.82	\$ 8,627.99	\$ 419,038.60	\$ 147,368.43
Iowa Schools Joint Investment Trust	\$ 104.60	\$ -	\$ -	\$ 867.77	\$ -	\$ -	\$ -	\$ -
Town and Country Credit Union	\$ 102.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 3,221,572.20	\$ 289,541.85	\$ 360,730.88	\$ 1,613,074.65	\$ 598,461.82	\$ 8,627.99	\$ 419,038.60	\$ 147,368.43

Harlan Community School District  
Revenue Summary Report  
As of February 28, 2021

OPERATING FUND	Budget	Current Month	Year To Date	% of Budget
REVENUE FROM LOCAL SOURCES	7,752,721.00	234,563.35	4,707,110.39	60.72%
REVENUE FROM STATE SOURCES	9,263,194.00	836,965.00	5,757,825.75	62.16%
REVENUE FROM FEDERAL SOURCES	352,500.00	93,434.71	228,051.89	64.70%
OTHER SOURCES	10,800.00	0.00	107.10	0.99%
Fund Total:	17,379,215.00	1,164,963.06	10,693,095.13	61.53%

STUDENT ACTIVITY FUND	Budget	Current Month	Year To Date	% of Budget
REVENUE FROM LOCAL SOURCES	562,000.00	31,252.97	266,733.40	47.46%
OTHER SOURCES	0.00	0.00	0.00	0.00%
Fund Total:	562,000.00	31,252.97	266,733.40	47.46%

MANAGEMENT FUND	Budget	Current Month	Year To Date	% of Budget
REVENUE FROM LOCAL SOURCES	349,000.00	2,204.06	198,367.70	56.84%
REVENUE FROM STATE SOURCES	4,609.00	0.00	2,231.29	48.41%
Fund Total:	353,609.00	2,204.06	200,598.99	56.73%

CAPITAL FUNDS PROJECT	Budget	Current Month	Year To Date	% of Budget
REVENUE FROM LOCAL SOURCES	12,000.00	92.71	908.34	7.57%
REVENUE FROM STATE SOURCES	1,467,040.00	98,590.00	838,814.94	57.18%
OTHER SOURCES	0.00	0.00	0.00	0.00%
Fund Total:	1,479,040.00	98,682.71	839,723.28	56.77%

PHYSICAL PLANT & EQUIPMENT	Budget	Current Month	Year To Date	% of Budget
REVENUE FROM LOCAL SOURCES	576,380.00	3,773.27	312,518.17	54.22%
REVENUE FROM STATE SOURCES	7,777.00	0.00	3,805.71	48.94%
REVENUE FROM FEDERAL SOURCES	0.00	0.00	0.00	0.00%
OTHER SOURCES	0.00	0.00	95.80	0.00%
Fund Total:	584,157.00	3,773.27	316,419.68	54.17%

DEBT SERVICE FUND	Budget	Current Month	Year To Date	% of Budget
REVENUE FROM LOCAL SOURCES	30.00	0.31	3.01	10.03%
REVENUE FROM STATE SOURCES	0.00	0.00	0.00	0.00%
OTHER SOURCES	1,089,006.00	0.00	379,276.50	34.83%
Fund Total:	1,089,036.00	0.31	379,279.51	34.83%

SCHOOL NUTRITION FUND	Budget	Current Month	Year To Date	% of Budget
REVENUE FROM LOCAL SOURCES	383,000.00	5,451.83	51,342.15	13.41%
REVENUE FROM STATE SOURCES	5,500.00	0.00	0.00	0.00%
REVENUE FROM FEDERAL SOURCES	380,000.00	84,445.57	487,182.28	128.21%
OTHER SOURCES	0.00	0.00	0.00	0.00%
Fund Total:	768,500.00	89,897.40	538,524.43	70.07%

PRIVATE-PURPOSE TRUST FUNDS	Budget	Current Month	Year To Date	% of Budget
REVENUE FROM LOCAL SOURCES	0.00	17.61	4,442.54	0.00%
Fund Total:	0.00	17.61	4,442.54	0.00%

Harlan Community School District  
Expenditure Summary Report  
As of February 28, 2021

OPERATING FUND	Budget	Current Month	Year To Date	% of Budget
INSTRUCTIONAL	11,751,957.00	923,090.17	5,615,275.53	47.78%
TOTAL SUPPORT SERVICES	4,985,037.00	378,687.72	2,948,168.61	59.14%
OTHER EXPENDITURES	639,692.00	0.00	639,692.00	100.00%
Fund Total:	17,376,686.00	1,301,777.89	9,203,136.14	52.96%

STUDENT ACTIVITY FUND	Budget	Current Month	Year To Date	% of Budget
INSTRUCTIONAL	560,000.00	20,230.30	213,956.01	38.21%
Fund Total:	560,000.00	20,230.30	213,956.01	38.21%

MANAGEMENT FUND	Budget	Current Month	Year To Date	% of Budget
INSTRUCTIONAL	144,667.00	459.85	24,352.39	16.83%
TOTAL SUPPORT SERVICES	263,000.00	335.91	268,451.77	102.07%
Fund Total:	407,667.00	795.76	292,804.16	71.82%

CAPITAL FUNDS PROJECT	Budget	Current Month	Year To Date	% of Budget
INSTRUCTIONAL	280,000.00	672.44	97,421.69	34.79%
TOTAL SUPPORT SERVICES	20,000.00	0.00	0.00	0.00%
OTHER EXPENDITURES	1,089,006.00	0.00	379,276.50	34.83%
Fund Total:	1,389,006.00	672.44	476,698.19	34.32%

PHYSICAL PLANT & EQUIPMENT	Budget	Current Month	Year To Date	% of Budget
INSTRUCTIONAL	105,000.00	178.45	4,136.97	3.94%
TOTAL SUPPORT SERVICES	185,000.00	0.00	154,264.34	83.39%
OTHER EXPENDITURES	302,000.00	9,442.85	97,359.96	32.24%
Fund Total:	592,000.00	9,621.30	255,761.27	43.20%

DEBT SERVICE FUND	Budget	Current Month	Year To Date	% of Budget
TOTAL SUPPORT SERVICES	1,200.00	0.00	900.00	75.00%
OTHER EXPENDITURES	1,087,806.00	0.00	379,276.50	34.87%
Fund Total:	1,089,006.00	0.00	380,176.50	34.91%

SCHOOL NUTRITION FUND	Budget	Current Month	Year To Date	% of Budget
NON INSTRUCTIONAL PROGRAMS	772,052.00	67,968.71	481,264.28	62.34%
Fund Total:	772,052.00	67,968.71	481,264.28	62.34%

PRIVATE-PURPOSE TRUST FUNDS	Budget	Current Month	Year To Date	% of Budget
INSTRUCTIONAL	9,750.00	0.00	7,200.03	73.85%
Fund Total:	9,750.00	0.00	7,200.03	73.85%

## GRADUATION REQUIREMENTS

Students must complete the required courses of study prior to graduation as determined by the State Department of Education and the Board of Directors.

**Classes 2024 and Before:** Forty-four (44) credits (including Physical Education unless waived) must be earned in grades nine through twelve in order to be eligible to graduate from Harlan Community High School. ~~Forty (40) of these graduation credits must be in academic courses. Academic courses are defined as Language Art, Social Studies, Mathematics, Science, Business, Art, Family and Consumer Science, Industrial Technology, Foreign Language, and Vocational Agriculture. The remaining 4 credits may be activity or supplemental credits. Activity or supplemental credits are defined as Band, Chorus, Physical Education, Athletics and Activities. Eighth grade electives~~ **core classes** which are the equivalent of high school courses will count toward graduation requirements.

**Beginning with the Class 2025:** Forty-four (44) credits (including Physical Education unless waived) must be earned in grades nine through twelve in order to be eligible to graduate from Harlan Community High School. Eighth grade **core classes** which are the equivalent of high school courses will count toward graduation requirements.

The following specific requirements shall be required for graduation from high school:

- |    |                                     |                     |
|----|-------------------------------------|---------------------|
| a. | Language Arts                       | 8 credits/4.0 years |
| b. | Social Studies                      | 6 credits/3.0 years |
| c. | Mathematics                         | 6 credits/3.0 years |
| d. | Science                             | 6 credits/3.0 years |
| e. | Personal Finance/Financial Literacy | 1 credit/.5 year    |
| f. | Physical Education                  | 4 credit/2.0 years  |
|    | (one credit per year unless waived) |                     |
| g. | Completion of a CPR Course          |                     |
| h. | Elective group requirement          | 3 credits/1.5 years |

To be selected from at least two of the following areas:

Business Education, Fine Arts (Art, Band, Chorus), **Human Services**, Family Consumer Science, Industrial Technology, Foreign Language, Vocational Agriculture, Health Science, **Information Technology, Project Lead the Way, and other vocational related elective courses.**

i. ~~Partial credits — A fraction of a credit (activity or supplemental) will be granted for annual participation in the classes, athletics, and activities as listed:~~

~~Band\* 1; Baseball ¼; Basketball ¼; Best Buddies ¼; Bowling ¼; Business Professionals of America 1/8; Cheerleader ¼; Chorus\* 1; Cross Country ¼; Cyber Patriot 1/8; Football 1/4; Future Farmers of America 1/8; Golf ¼; Individual Speech 1/4; Jazz Band 1/2; Key Club 1/8; Large Group Speech 1/4; Learning Center 1; Mentoring ½; Musical/Drama/School Play ¼; Physical Education\* 1; Pom-Pom ¼; Show Choir ½; Soccer ¼; Softball ¼; Student Council ¼; Tennis ¼; Track ¼; Volleyball ¼; Wrestling 1/4~~

~~\*Marked courses taken for 1 semester worth ½ of the credit.~~

Beginning with the class of 2022, graduation requirements for special education students will include successful completion of four years of English, three years of math, three years of social studies, and three years of science.

Graduation requirements for any student who transfers into Harlan Community High School during his/her high school years shall be determined by the superintendent, high school principal, and high school counselors. The graduation requirements of the school of origin as well as the requirements of Harlan Community High School shall be taken into consideration.

No outside agency shall have the authority to grant credits applicable to graduation requirements for Harlan Community High School.

**Legal Reference:**

Iowa Code §§256.7, 11, .11A, .41; 279.8; 280.3, .14  
281 Iowa Admin. Code 12.2, .5;12.3(5)

**Cross Reference:**

505 Student Scholastic Achievement

603.3 Special Education



## **ELECTRONIC RECORDS AND SIGNATURES**

In order to efficiently conduct the business of the School District, the Board of Directors authorizes the sending and acceptance of electronic records to and from other persons or entities the same as original records. The Board further authorizes the use and acceptance of electronic signatures on records the same as originally signed records.

The Board authorizes the creation, storage, and use of electronic records and records bearing electronic signatures for the following records and contract documents or as otherwise authorized by the Board from time to time, to the extent permitted by law:

Employment & Personnel Forms

Certified Personnel Contracts

Classified Personnel Contracts

Agency Contracts & Agreements

28E Agreements

Independent Contractor Agreements

Procurement contracts for equipment, supplies, and services

The Board President, or the Superintendent as may be permitted for certain contracts under Iowa law, is authorized to create and affix an electronic signature for the execution of authorized electronic records and contracts on behalf of the School District. The signature shall be an electronic sound, symbol or process attached to or logically associated with the record and executed or adopted with the intent to sign. The signature shall be attributable to the Board President or the Superintendent through authentication by the Board Secretary, as the case may be, if it was the act of such person as shown in any manner. This electronic signature shall satisfy the legal requirements in the law where a signature is required.

### **Legal Reference:**

Iowa Code § 279.8; Iowa Code § 279.13; Iowa Code § 279.20; Iowa Code § 279.23;  
Iowa Code § 4.1(39); Iowa Code Chapter 554D.

## STAFF TECHNOLOGY USE POLICY/SOCIAL NETWORKING

The Board of Directors of the Harlan Community School District provides its employees with access to Internet and electronic communication to support the educational mission of the District.

Employees are to utilize district computers, networks, telecommunication devices and Internet applications and services for school-related purposes and performance of job duties and responsibilities. District computers and computer systems are owned by the District and are intended for educational purposes and District business. Incidental personal use of school computers is permitted; as such use does not interfere with such job duties and performance. "Incidental personal use" is defined as use by an individual for occasional personal communication. Such use must comply with this policy and all other applicable policy, procedures and rules.

All computer, network and Internet applications and use shall be consistent with the purposes, goals, and policies of the Harlan Community School District. It is imperative that users of such technology conduct themselves in a responsible and ethical manner. All users shall comply by all local, state and federal laws. All employees shall accept the responsibility of adhering to high standards of conduct and the terms and conditions set forth in this policy.

The following uses of computers, networks and Internet are prohibited:

1. Any violation of local, state, or federal law including but not limited to copyrighted material
2. Any activity that contains pornographic, obscene, or other sexually oriented material
3. Any activity that promotes violence or advocates destruction of property
4. Any activity that demeans, harasses, threatens, or promotes violence or hatred against another person or group of persons with regard to race, gender, religion, national origin, age, marital status, sexual orientation, gender identity, or disability
5. Any activity for personal profit, advertising, or political purpose
6. Any activity that uses profane or inappropriate language likely to be offensive to others in the school community
7. Any activity that is knowingly false or could be construed as intending to purposely damage another person's reputation
8. Any activity using another district employee's internet access without their written consent
9. Any activity that utilizes software that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any fees owed to the software owner.

As technology evolves on a continual basis, every unacceptable use of district computers, networks, and Internet use cannot be described in this policy. Consequently, examples of unacceptable and unauthorized use are included but not limited to the above.

District employees shall have no expectation of privacy in their use of district computers, networks, and the Internet applications and services. Harlan Community School District



reserves the right to monitor, inspect, review and restrict any user's network access and use. All material and information accessed/received through district computers, networks, and Internet and personal technology that is related to the employer's operations shall remain the property of the school district.

#### Social Networking or Other External Web Sites

For purposes of this policy any website, other than the school district web site or school-school district sanctioned web sites, are considered external web sites. Employees shall not post confidential or proprietary information, including photographic images, about the school district, its employees, students, agents or others on any external web site without consent of the superintendent. The employee shall adhere to all applicable privacy and confidentiality policies adopted by the school district when on external web sites. Employees shall not use the ~~proprietary~~ school district logos, images, iconography, etc. on external web sites ~~without consent of the superintendent~~. Employees shall not use school district time or property on external sites that are not in direct-relation to the employee's job. Employees, students and volunteers need to realize that the Internet is not a closed system and anything posted on an external site may be viewed by others, all over the world. Employees, students and volunteers who don't want ~~others~~ school administrators to know their personal information, should refrain from exposing it on the Internet. Employees should not connect with students via external web sites without consent of the superintendent. Employees, who would like to create an external web site or start a social media site for school district sanctioned activities, should contact the should contact the ~~District Technology Director for consent and to register the site~~. superintendent ~~for consent and register the site with the District Technology Director~~.

#### Legal Reference:

Iowa Code § 279.8 ~~(2013)~~.  
281 I.A.C. 13.35, .26.

Cross Reference:

104	Anti-Bullying/Harassment
306	Administrator Code of Ethics
401.11	Employee Orientation
407	Licensed Employee Termination of Employment
413	Classified Employee Termination of Employment
605	Instructional Materials

~~Technology in the form of Computers, electronic devices and other technology, cell phones, mobile tablets, etc.~~ are powerful and valuable education and research tools and, as such, are an important part of the instructional program. In addition, the school district depends upon ~~technology such as this computers~~ as an integral part of administering and managing the schools' resources, including the compilation of data and recordkeeping for personnel, students, finances, supplies and materials. This policy outlines the board's expectations in regard to these different aspects of the school district's ~~technology computer~~ resources. Employees must conduct themselves in a manner that does not disrupt from or disrupt the educational process and failure to do so will result in discipline, up to and including discharge.

#### General Provisions



The following is a list of prohibited activity for all employees concerning the use of the school district's ~~technology and/or computer~~ network. Any violation of these prohibitions may result in discipline, up

to and including discharge, or other appropriate penalty, including suspension or revocation of a user's access to the network.

- ~~Using the network for commercial activity, including advertising, or personal or corporate profit or gain.~~
- ~~Infringing on any copyrights or other intellectual property rights, including copying, installing, receiving, transmitting or making available any copyrighted software, music, or video on the school district computer network. See Policy 605.7, Use of Information Resources for more information.~~
- ~~Using the network to receive, transmit or make available to others obscene, offensive, or sexually explicit material~~
- ~~Using the network to receive, transmit or make available to others messages that are racist, sexist, and abusive or harassing to others.~~
- ~~Use of another's account or password.~~
- ~~Attempting to read, delete, copy or modify the electronic mail (e-mail) of other system users.~~
- ~~Forging or attempting to forge e-mail messages.~~
- ~~Engaging in vandalism. Vandalism is defined as any malicious attempt to harm or destroy school district equipment or materials, data of another user of the school district's network or of any of the entities or other networks that are connected to the Internet. This includes, but is not limited to, creating and/or placing a computer virus on the network.~~
- ~~Using the network to send anonymous messages or files.~~
- ~~Revealing the personal address, telephone number or other personal information of oneself or another person.~~
- ~~[Using the network for sending and/or receiving personal messages.]~~
- ~~Intentionally disrupting network traffic or crashing the network and connected systems.~~
- ~~Installing personal software or using personal disks technology on the school district's computers technology and/or network without the permission of the District Technology Director.~~
- ~~Using the network in a fashion inconsistent with directions from teachers and other staff and generally accepted network etiquette.~~

#### Other Technology Issues

~~Employees with personal cell phones should avoid using the phones for school district business.~~ Employees should contact students and their parents ~~using a through school district technology or approved phone or account system~~ unless in the case of an emergency or with prior consent of the principal. Employees should not release their ~~personal~~ cell phone number, personal email address, etc. to students or their parents ~~unless they have prior consent of the principal.~~ ~~Employees, who are coaches or sponsors of activities, may use district approved and registered email and/or apps to create a text list of students and parents in order to communicate more effectively as long as the texts go to all students.~~ and the principal ~~or a school district electronic mail account~~ is included in the text address list.

The superintendent is responsible for designating a District Technology Director who will oversee the use of school district ~~technology~~ resources. The District Technology Director will prepare in-service programs for the training and development of school district staff in ~~technology~~ skills, appropriate use of ~~district technology~~ and for the incorporation of ~~technology~~ use in subject areas.

The superintendent, working with appropriate staff, shall establish regulations governing the use and security of the school district's ~~technology~~ resources. The school district will make every reasonable effort to maintain the security of ~~the system district networks and devices~~. All users of the school district's ~~technology~~ resources, including students, staff and volunteers, shall comply with this policy and regulation, as well as others impacting the use of school equipment and facilities. Failure to comply may result in disciplinary action, up to and including discharge, as well as suspension and/or revocation of ~~technology~~ access privileges. ———

Usage of the school district's ~~technology~~ resources is a privilege, not a right, and that use entails responsibility. ~~All information on the school district's computer network system is considered a public record. Whether there is an exception to keep some narrow, specific content within the information confidential is determined on a case by case basis. District-owned technology, and district maintained social media and email accounts, are the property of the school district. Therefore, users of the school district's computer network must not expect, nor does the school district guarantee, privacy for e-mail or use of the school district's computer network including web sites visited. The school district reserves the right to access and view any material stored on school district equipment or any material used in conjunction with the school district's computer network.~~

The superintendent, working with the appropriate staff, shall establish procedures governing management of ~~electronic technology~~ records in order to exercise appropriate control over ~~electronic~~ records, including financial, personnel and student information. The procedures will address ~~at a minimum~~:-

- passwords,
- system administration,
- separation of duties,
- remote access,
- data back-up (including archiving of email),
- record retention, and
- disaster recovery plans.

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

401.13R1 Staff Tech Use/Social Networking Reg.

#### Staff Technology Use/~~Social Networking~~ Regulation

##### General

Employees are to utilize district computers, networks, telecommunication devices and Internet services for school-related purposes and performance of job duties and responsibilities. ~~District computers and computer systems are owned by the District and are intended for educational purposes and District business. Incidental personal use of school computers is permitted; as~~



~~such use does not interfere with such job duties and performance. "Incidental personal use" is defined as use by an individual for occasional personal communication. Such use must comply with all other applicable policy, procedures and rules.~~ The following rules and regulations govern the use of the school district's ~~computer~~ network system, employee access to the Internet, and management of ~~computerized digital~~ records:

- ~~▪ Employees will be issued a school district email account. Passwords must be changed periodically.~~
- ~~▪ Each individual in whose name an access account is issued is responsible at all times for its proper use. Proper use includes ensuring that access account information is known to and used solely by the individual to whom the account was issued.~~
- ~~▪ Employees are expected to review their email regularly throughout the day, and shall reply promptly to inquiries with information that the employee can reasonably be expected to provide.~~
- ~~▪ Communications with parents and/or students must be made using on a school district device and/or using a school district account computer, unless in the case of an emergency, and should be saved and the school district will archive the email records according to procedures developed by the District Technology Director.~~
- ~~▪ Employees may access the Internet for education-related and/or work-related activities.~~
- ~~▪ Employees shall refrain from using technology resources for personal use, including access to social networking sites.~~
- ~~▪ Use of the school district technology and school email address may be considered is a public record. Employees cannot have an expectation of privacy in the use of the school district's computers.~~
- ~~▪ Use of technology resources in ways that violate the acceptable use and conduct regulation, outlined below, will be subject to discipline, up to and including discharge.~~
- ~~▪ Use of the school district's computer technology and/or network is a privilege, not a right. Inappropriate use may result in the suspension or revocation of that privilege.~~
- ~~▪ Off-site access to the school district computer network will be determined by the superintendent in conjunction with appropriate personnel.~~
- ~~▪ All network users are expected to abide by the generally accepted rules of network etiquette. This includes being polite and using only appropriate language. Abusive language, vulgarities and swear words are all inappropriate.~~
- ~~▪ Network users identifying a security problem on the school district's network must notify appropriate staff. Any network user identified as a security risk or having a history of violations of school district technology computer use guidelines may be denied access to the school district's network.~~
- ~~▪ Employees are representatives of the district at all times and must model appropriate character, both on and off the worksite. This applies to material posted with personal devices and on personal websites and/or social media accounts. Posted messages or pictures which diminish the professionalism or discredit the capacity to maintain respect of students and parents may result in disciplinary action up to and including termination if the content posted is found to be disruptive to the educational environment and adversely impacts the employee's ability to effectively serve as a role model or perform his/her job duties for the district. This type of material that would affect an employee's ability to serve as an appropriate role model includes, but it is not limited to, text or depictions involving hate speech, nudity, obscenity, vulgarity or sexually explicit content. Employee communications with students should be limited as appropriate. If there is any uncertainty, employees should consult their building administrator.~~

#### Prohibited Activity and Uses



## 401.12 Employee use of Cell Phones

### EMPLOYEE USE OF CELL PHONES

The use of cell phones and other communication devices may be appropriate to provide for the effective and efficient operation of the School District and to help ensure safety and security of people and property while on School District property or engaged in school-sponsored activities. **Certain individuals will be provided with a District-owned cell phone or cell phone stipend due to the nature of the position within the District. Employees provided with this benefit may be required to carry a phone for communication during and after normal school hours, for safety and/or operational concerns. The district will maintain a group plan for eligible individuals to include basic voice and texting services. In certain situations, it may be necessary for the person to also have cell data services.**

The Board authorizes the purchase and employee use of cell phones as deemed appropriate by the superintendent. School district owned cell phones shall be used for school district business purposes, consistent with the school district's mission and goals. **Because of the difficulty of separating business from personal calls, it is recognized and permissible for the employee to also use the district cell phone for reasonable and responsible amount of personal use.** School district-owned cell phones may be used for purposes other than school district business when employees are not performing contractual obligations. All use of district-owned cell phones, whether for professional or personal reasons, must be in accordance with the Board of Educational Examiners Professional Code of Ethics. Use of cell phones in violation of Board policies, administrative regulations, and/or state/federal laws will result in discipline, up to and including dismissal, and referral to law enforcement officials, as appropriate.

The superintendent is directed to develop administrative regulations for the implementation of this policy, including a uniform and controlled system for identifying employee cell phone needs, monitoring use and reimbursement. Provisions may also be included for staff use of privately owned cell phones for authorized school district business.

Employees may possess and use cell phones during the school day as outlined in this policy and as provided in the administrative regulations developed by the superintendent. Employees may use cell phones for personal business while on-duty, provided that such use is consistent with administrative regulations developed by the superintendent. Employees while driving on school district-related business or activities and the vehicle is in any gear other than "Park", may use cell phones only to conduct school district-related business or for emergency situations, and only if the cell phone is used in a hands-free mode. All employee use of cell phones while driving must comply with applicable state and federal laws.

~~Cell phones are not to be used for conversations involving confidential student or employee information.~~ **Employees must take care to protect confidential student or employee information when using a cell phone.** School district-provided cell phones devices are not to be loaned to others.

Any employee operating a school owned vehicle, including bus drivers, are only allowed to use the ~~2-way radio and/or a cell phone for school related business and in the case of an emergency~~ **and when the vehicle is in "Park" gear.** Texting while operating a school owned

vehicle remains prohibited by Harlan Community School district and state law as per Iowa Code.

Employees violating the policy **or associated regulations** will be subject to discipline, up to and including, discharge. It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

#### 401.12R Employee use of Cell Phones

### EMPLOYEE USE OF CELL PHONES ADMINISTRATIVE REGULATION

#### Cell Phone Usage

1. Cell phones shall be used in a manner that does not disrupt instruction and should not be used during **student contact time**, school-sponsored programs, meetings, inservices, or other events where there exists a reasonable expectation of quiet attentiveness unless there is a reason of personal health or safety involved.
2. ~~Cell phones should not be used to transmit confidential information either verbally or written.~~ **Cellphones must utilize a locking feature with a password or other security mechanism to prevent unauthorized access. Employees should refrain from using text messages to send confidential student or employee information except in an emergency.**
3. Employees may use cell phones while they are driving on school district-related business or activities and the vehicle is in any gear other than "Park", only to conduct school district-related business or for emergency situations, and only if the cell phone is used in a hands-free mode. All employee use of cell phones while driving must comply with applicable state and federal laws
4. School district owned cell phones are provided to carry out official school district business. School district-owned cell phones may be used for purposes other than school district business when employees are not performing contractual obligations. All use of district-owned cell phones whether for professional or personal reasons, must be in accordance with the Board of Educational Examiners Professional Code of Ethics.
5. Employees issued a cell phone are responsible for its safekeeping at all times. Defective, lost or stolen cell phones are to be reported immediately to the superintendent who will in turn notify the service provider. Reckless or irresponsible use of school district equipment, resulting in loss or damage may result in the employee having to reimburse the school district for any associated costs of replacement or repair.
6. **Employees who use a District-issued phone have no expectation of privacy for any activity on the phone including, but not limited to, billing records, text messages sent and received, and phone calls placed and received.**
7. **Employees who receive a cell phone stipend understand that the District may inspect the cell phone and its contents and records to the extent such inspection relates to the business of the District and/or is otherwise in accordance with applicable law.**



Cell Phone Authorization - Cell phones may be assigned or made available on a temporary or permanent basis, by the superintendent, ~~when it is determined any or all of the below conditions are met~~ **in accordance with the following guidelines:**

1. The assignment of a cell phone device to the employee is a prudent use of school district resources.
2. The employee's job responsibilities requires the ability to communicate frequently and access to **a data source as well as** a school district or public telephone is not readily available.
3. The employee's job involves situations where immediate communication **during and after normal school hours** is necessary **for safety and/or operational concerns of the District** ~~to ensure the safety of individuals and security of school district property.~~
4. **As a condition of providing this cell phone or stipend, the employee is expected to carry the phone and be responsive to calls concerning District business during and outside of regular business hours.**

Cell Phone Stipend Authorization – Cell phone stipends may be made available on a temporary or permanent basis, by the superintendent, **to these employees to contribute to the costs associated with having a cell phone for work-related purposes in accordance with the following guidelines:**

1. The employee's job responsibilities involves situations where immediate communication during and after normal school hours is necessary for the safety and/or operational concerns of the District.
2. These employees may purchase and/or maintain cell phones and related equipment, at their own expense, to make themselves accessible to the District and to conduct District business more efficiently.
3. As a condition of providing this cell phone or stipend, the employee is expected to carry the phone and be responsive to calls concerning District business during and outside of regular business hours.
4. The stipend amount (as a flat rate) will be added to the employee's regular pay. In order to meet IRS guidelines, any amount added for cell phone equipment or for cell phone service will be identified as a taxable amount.