

ADM Community School District, in partnership with our communities, is committed to engaging all students in a challenging and supportive learning environment that ensures individual student success as measured by a comprehensive system of assessments.

NOTICE OF PUBLIC MEETING

You are hereby notified that the Negotiations Committee of the Board of Directors of the Adel DeSoto Minburn Community School District will meet at 4:00 p.m. on the 24th day of March, 2011, in the Board Room, Adel, Iowa.

The tentative agenda is as follows:

NEGOTIATIONS COMMITTEE AGENDA BOARD ROOM

March 24, 2011
4:00 P.M.

OPENING:

4:00 P.M. Call to order
 Roll call

ACTION ITEMS:

4:00 Presentation of the Adel DeSoto Minburn Education Association's negotiation package
4:15 Adjournment

OPENING:

4:15 P.M. Call to order
 Roll call

ACTION ITEMS:

4:15 Presentation of the Adel DeSoto Minburn School Board's negotiation package
4:30 Adjournment

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT
801 Nile Kinnick Drive South
Adel, Iowa 50003
(515) 993-4283

Nancy Gee
Secretary
Board of Directors

**Adel Desoto Minburn Board of Education
Negotiations Committee Meeting – Thursday, March 24, 2011
4:00 p.m. @ ADM MS/Board Room**

Attendance:

| | |
|-----------------------------|--------------------------|
| District Committee Members: | ADMEA Committee Members: |
| Kelli Book | Anita Vasto |
| Rod Collins | Lucas Asche |
| Kim Roby | Pat Melroy |
| Greg Dufoe | Tammie Seaholm |
| Nancy Gee | Pam Peters |
| | Sarah Boesen |
| | Mary Beth Scott |

The Adel DeSoto Education Association presented their initial proposed changes to the current negotiated agreement. Their proposal included some minor language changes to Article 4, Leaves of Absence to include an additional day of family illness, the ability to use 2 days of sick leave for bereavement for immediate family and to add 1 day of bereavement leave for a friend or relative not listed as immediate family. Article 6, Professional Employee Hours was also addressed to change the 6-8 middle school or high school building duty-free lunch from the current minimum of 23 minutes to 30 minutes.

Under Article 12, Wages and Supplemental Pay, they proposed a 4.5% total package increase, or \$270,632.14 with the insurance increase to be covered first and advancement on the salary schedule. They also proposed moving the Volleyball to class A from class B on the supplemental schedule and to add a stipend for Drum Line coaching equivalent to Flag Line.

Lastly, they asked for a development of a Flex Benefit Plan.

Meeting adjourned at 4:10 p.m.

**Adel Desoto Minburn Board of Education
Special Meeting – Thursday, March 24, 2011
5:15 p.m. @ ADM MS/Board Room**

Attendance:

Present:

Absent:

Tim Canney

Kelli Book

Rod Collins

Jen Heins

Kim Roby

Superintendent Greg Dufoe

Secretary Nancy Gee

Call to Order/Roll Call: Vice President Kim Roby called the meeting to order. Roll call was taken. Present were Vice President Kim Roby, Kelli Book, and Rod Collins. President Tim Canney and Jen Heins were absent.

Amended 2011-12 Calendar Proposal: Superintendent recommended amending the 2011-12 calendar to reflect a change in the spring break week from March 12-16 to the following week of March 19-23. This change is requested so that ADM's spring break coincides with DMACC, as many of our students will be attending the DMACC Career Academy in Perry. It was moved by Book, seconded by Roby to approve the amendment to the 2011-12 calendar.

Adjournment:

It was moved by Book, seconded by Roby, to adjourn. The motion carried unanimously. Meeting adjourned at 5:20 p.m.

Minutes approved as

Kim Roby, Vice President

Dated

Nancy Gee, Secretary

| Classroom Days | M | Tu | W | Th | F | ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT 2011-12 SCHOOL CALENDAR AMENDED/APPROVED 3/24/11 | |
|----------------|-------|------|------|------|------|--|--|
| 11 | July | | | | | July-Aug. | Curriculum writing, guidance extended contract, & inservice for classified staff. Exact days flexible. |
| | Aug. | 8 | (9) | (10) | (11) | Aug. 9 & 10 | New teacher workshop |
| | | 15 | 16 | 17 | 18 | Aug. 11, 12, 15, 16 | One meeting day, one work day, one PD day, one work/meeting day |
| | | 22 | 23 | 24 | 25 | Aug. 17 | Classes begin - Dismiss 2:30 PM |
| | | 29 | 30 | (31) | | Aug. 18 | Dismiss 2:30 PM |
| | | | | | | Aug. 31 | Dismiss 1:00 PM; Professional Development meetings |
| 20 | Sept. | | | | 1 | Sept. 5 | Labor Day vacation |
| | | 5 | 6 | 7 | 8 | Sept. 13 | Annual School Board Election |
| | | 12 | 13 | (14) | 15 | Sept. 14 | Dismiss 1:00 PM; Professional Development meetings |
| | | 19 | 20 | 21 | 22 | Sept. 26 | No School K-12 Teacher Professional Development |
| | | (26) | 27 | 28 | 29 | | |
| 20 | Oct. | 3 | 4 | 5 | 6 | Oct. 12 | Dismiss 1:00 PM; Professional Development meetings |
| | | 10 | 11 | (12) | 13 | Oct. 21 | End 1st Quarter (46 days) |
| | | 17 | 18 | 19 | 20 | Oct. 24 | No school - Workday |
| | | (24) | (25) | 26 | (27) | Oct. 25 | Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM |
| | | 31 | | | | Oct. 27 | Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM |
| 19 | Nov. | | 1 | 2 | 3 | Nov. 9 | Dismiss 1:00 PM; Professional Development meetings |
| | | 7 | 8 | (9) | 10 | Nov. 23 | No school K-12 - Allowance for P/T Conf. |
| | | 14 | 15 | 16 | 17 | Nov. 24-25 | Thanksgiving vacation |
| | | 21 | 22 | 23 | 24 | | |
| | | 28 | 29 | 30 | | | |
| 16 | Dec. | | | | 1 | Dec. 7 | Dismiss 1:00 PM; Professional Development meetings |
| | | 5 | 6 | (7) | 8 | | |
| | | 12 | 13 | 14 | 15 | Dec. 22 | End 2nd Quarter (40 days); End 1st Semester (86 days) |
| | | 19 | 20 | 21 | 22 | Dec. 23-Jan.1 | Christmas vacation |
| | | (26) | 27 | 28 | 29 | | |
| 20 | Jan. | | | | | Jan. 1 | New Year's Day |
| | | (2) | 3 | 4 | 5 | Jan. 2 | Workday |
| | | 9 | 10 | 11 | 12 | Jan. 3 | Classes resume |
| | | (16) | 17 | 18 | 19 | Jan. 9-13 | Grades 9-12 ITEDs |
| | | 23 | 24 | 25 | 26 | Jan. 16 | No School K-12 Teacher Professional Development |
| | | 30 | 31 | | | | |
| 20 | Feb. | | | (1) | 2 | Feb. 1 | Dismiss 1:00 PM; Professional Development meetings |
| | | 6 | 7 | 8 | 9 | | |
| | | 13 | 14 | 15 | 16 | Feb. 17 | No School K-12 Teacher Professional Development - TQ Day |
| | | 20 | 21 | (22) | 23 | Feb. 22 | Dismiss 1:00 PM; Professional Development meetings |
| | | 27 | 28 | 29 | | | |
| 16 | Mar. | | | | 1 | Mar. 9 | End 3rd Quarter (47 days) |
| | | 5 | 6 | 7 | 8 | Mar. 13 | Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM |
| | | 12 | (13) | 14 | (15) | Mar. 15 | Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM |
| | | 19 | 20 | 21 | 22 | Mar. 16 | No school K-12 - Allowance for P/T Conf. |
| | | 26 | 27 | (28) | 29 | Mar. 19-23 | Spring break |
| | | | | | | Mar. 28 | Dismiss 1:00 PM; Professional Development meetings |
| 20 | Apr. | 2 | 3 | 4 | 5 | April 2-6 | Grades 3-8 ITBS |
| | | (9) | 10 | 11 | 12 | April 9 | No School K-12 Professional Development meetings |
| | | 16 | 17 | (18) | 19 | April 18 | Dismiss 1:00 PM; Professional Development meetings |
| | | 23 | 24 | 25 | 26 | | |
| | | 30 | | | | | |
| 16 | May | | 1 | 2 | 3 | May 9 | Dismiss 1:00 PM; Professional Development meetings |
| | | 7 | 8 | (9) | 10 | May 13 | Commencement - 2:30 p.m. |
| | | 14 | 15 | 16 | 17 | May 22 | Dismiss 1:00 PM - Workday |
| | | 21 | 22 | 23 | 24 | | End 4th Quarter (45 days); End 2nd Semester (92 days) |
| | | (28) | 29 | 30 | 31 | | End school year (178 days) Actual last day of school may change. |
| | | | | | | May 28 | Memorial Day |
| 178 | June | | | | 1 | | |
| | | 4 | 5 | 6 | 7 | | |

Snow days will be added to the end of the year.

This calendar may be altered, including spring break, if excessive snow days occur.

PD Day or Workday ()
 Early Dismissal
 Vacation/Holidays
 P/T Conferences
 Begin School
 End Quarter/Semester

()
 []
 []
 []
 []

Classroom Days
 P/T Conf. Allowance
 Inservice/Workdays
 Professional Dev.
 Sub Total
 Teacher Quality PD
 New Teacher PD
 1:00 Dismissal - PD

178
 2 11/23 and 3/16
 5 8/11 8/12 8/15 10/24 1/2
 4 8/16 9/26 1/16 4/9
 189
 1 2/17
 2 8/9 8/10
 10 8/31 9/14 10/12 11/9 12/7 2/1 2/22 3/28 4/18 5/9

Additional Days
 Classified/Inservice
 New Teacher Orientation
 Curriculum Writing
 Guidance Extended Contract

Board Meeting Date: March 24, 2011

Time: 5:15 PM

Roll Call: Jen ☒ Kim ☒ Kelli ☒ Tim ☐ Rod ☒ (Voting Rotation for Mar Sp Meeting)

Amended Calendar Proposal 2011-12

M Kelli

2012 - Spring break
later

S Kim
MP

Adjourn: 4:20 (Time)

M K

S _____

ADM Community School District, in partnership with our communities, is committed to engaging all students in a challenging and supportive learning environment that ensures individual student success as measured by a comprehensive system of assessments.

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NOTICE OF PUBLIC MEETING

You are hereby notified that the Board of Directors of the Adel DeSoto Minburn Community School District will meet at 6:00 p.m. on the 7th day of March 2011, for its regular meeting in the Board Room, Adel, Iowa.

The tentative agenda is as follows:

BOARD MEETING AGENDA
DISTRICT BOARD ROOM

March 7, 2011
6:00 P.M.

OPENING:

- | | |
|-----------|--|
| 6:00 P.M. | Call to order Roll call Emergency additions and adoption of agenda Honoring Excellence |
| 6:20 | Consent agenda Approval of minutes Approval of bills/claims and transfers Secretary/Treasurer financial reports Personnel contracts First reading of Series 200 Board policies Second reading of Board policies: 100 Series 403.15 "Employee Use of Cell Phones" 403.15R1 "Employee Use of Cell Phones Regulation" Sports cooperative sharing agreements Approval of audit Honors Diploma criteria Welcome of visitors and open forum |

ACTION ITEMS:

- | | |
|------|---|
| 6:30 | RSP Enrollment Analysis proposal |
| 7:00 | FY12 budget review |
| 7:30 | Set public hearing on FY12 budget for April 11, 2011, 6:00 p.m. |
| 7:40 | Senior year plus alternative assessment |

ADMINISTRATIVE REPORTS/DISCUSSION ITEMS

- | | |
|------|---|
| 7:45 | PLC – building reports |
| 8:00 | ITED report/strategic reading |
| 8:20 | Gateway To Technology MS program update |
| 8:30 | Open Enrollment |
| 8:35 | Adjournment |

Negotiation strategy session to follow meeting.

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT
801 Nile Kinnick Drive S.
Adel, Iowa 50003
(515) 993-4283

Nancy Gee
Secretary
Board of Directors

**Adel Desoto Minburn Board of Education
Regular Meeting – Monday, March 7, 2011
6:00 p.m. @ ADM MS/Board Room**

Attendance:

Present:

Absent:

Tim Canney

Kelli Book

Rod Collins

Jen Heins

Kim Roby

Superintendent Greg Dufoe

Secretary Nancy Gee

Call to Order/Roll Call: President Tim Canney called the meeting to order. Roll call was taken. Present were Rod Collins, Vice President Kim Roby, Kelli Book, and President Tim Canney. Jen Heins arrived at 6:50.

Agenda: It was moved by Book, seconded by Roby, to adopt the agenda as presented. Motion carried unanimously. (Heins was absent.)

Honoring Excellence: Principal Carole Schlapkohl and Bob Hall nominated Lori Boston for this month's Honoring Excellence recipient. Carole and Bob spoke about Lori's service for going above and beyond expectations in her profession as a middle school math teacher. Lori accepted a paperweight with the inscription "ADM Honoring Excellence" noting her honor and spoke a few words.

Consent Agenda: It was moved by Book, seconded by Roby, to approve the items under the consent agenda as presented. Motion carried unanimously. (Heins was absent.) Minutes, bills and claims, and financial reports were reviewed and accepted. A resignation from Krysten Herrick, teacher associate was accepted. Pending successful background checks, contracts were offered to Pam Chebuhar and Kerry Dittert for teacher associate positions. A contract was offered to Kelly Ruepke for the assistant softball coach position. All of the Series 200 Board policies received the first reading. All of the Series 100 Board policies received the second and final reading. Board Policy 403.15, Employee Use of Cell Phones and 403.15R1, Employee Use of Cell Phone Regulation received the second and final reading. ADM will share bowling and swimming/diving with Waukee for 2011-12 and boys and girls cross country and soccer with Van Meter for 2011-12. The FY 10 audit was reviewed and accepted by the Board. The high school honors diploma criteria was adjusted due to AP Literature and Composition becoming a full year class next year.

Welcome of Visitors/Open Forum: President Canney welcomed visitors and invited public comments during Open Forum.

RSP Enrollment Analysis Proposal: Rob Schwarz from RSP & Associates addressed the Board regarding the services they offer for enrollment analysis. RSP has provided extremely accurate enrollment projections for many schools and comes highly recommended. It was moved by Roby, seconded by Collins, to approve the contract with RSP & Associates for a five-year enrollment analysis study. Motion carried unanimously. (Heins was absent.)

FY 2012 Budget Review: Business Manager presented four different scenarios of the Aid & Levy worksheet and FY 2012 Budget documents based on varying allowable growth rates as the legislature still has not set the allowable growth rate for 2012. She recommended the Board publish the 0% budget proposal with the highest tax levy rate. The reason for the increase on the tax levy is the 0% allowable growth rate. ADM will have to fund the budget guarantee amount from property taxes. If the legislature sets the rate at 2%, there would be no budget guarantee and no need to increase the tax levy rate. The Board has the option to lower the rate once the budget is published and/or adopted but cannot increase the rate once the budget is published. The Board discussed the options of lowering the Management Fund levy and the cash reserve levy if the allowable growth rate is set at 0% to keep the overall tax levy rate down.

Set Public Hearing on FY 12 Budget for April 11, 2011, 6:00 P.M.: Superintendent recommended approval of the publication of the FY12 Budget and setting the public hearing for April 11, 2011, 6:00 p.m., in the Board Room. The proposed budget has a tax levy rate of 18.62945. It was moved by Roby, seconded by Book, to publish the FY12 Budget as presented and set a public hearing for April 11, 2011 at 6:00 p.m. in the Board Room for the public to comment. Motion carried unanimously.

Senior Year Plus Alternative Assessment: It was moved by Roby, seconded by Heins, to approve the Senior Year Plus Alternative Assessment plan. Senior Year Plus programming in Iowa has achievement requirements for students, primarily proficiency in math, reading, and science on the ITED tests. School districts are encouraged and allowed to set alternative assessment options for students who do not demonstrate proficiency on standardized tests. Many of these programs are vocational in nature and students with IEPs or students who do not test well should not be eliminated from being able to participate. Motion carried unanimously.

Administrative Reports:

PLC – Building Reports: Each building principal shared some PLC documents that capture the ongoing nature of PLC work.

ITED Report/Strategic Reading: Principal Griebel provided a general overview of our ITED results in grades 9-11. This report focuses on reading, science, and math, the areas required by NCLB. The scores were very good. The 11th grade scored 89.52% proficient in reading, 83.87% proficient in math, and 91.13% proficient in science. The 10th grade scored 81.91% proficient in reading, 87.5% proficient in math, and 92.71% proficient in science. The 9th grade scored 85.29% proficient in reading, 93.14% proficient in math, and 95.1% proficient in science. Principal Erickson shared data pertaining to the Strategic Reading course at the high school and the positive impact on our junior level students and their reading proficiency. Of 23 students tested, scores showed improvement from 30.43% proficient in 2009-10 to 69.57% in 2010-11. Four students improved over 30 percentile points. Principal Erickson commended Molly Longman and Gloria Whisner for the great work they're doing in this area.

Gateway to Technology MS Program Update: Due to the uncertainty of our budget, implementation of the GTT program will not begin until the spring of 2012. ADM was given approval to hold off on implementing GTT until 2012 while still retaining the grant dollars.

Open Enrollment for 2010-12: Superintendent announced approval of open enrollment requests for Ethan Herron from Waukee to ADM, Samuel Kornstad from Waukee to ADM, Blake Rutz from Waukee to ADM, Danielle Selover, from Van Meter to ADM, Samuel Selover, from Van Meter to ADM, Zachary Selover from Van Meter to ADM, Jacky Silsby from Van Meter to ADM, Shelby Spencer from Waukee to ADM, Carsten Caves from ADM to Urbandale, Kaylin Dains from ADM to Van Meter, Ellen Judd from ADM to DCG, Grace Judd from ADM to DCG, Laura Judd from ADM to DCG, Robert Oberreuter from ADM to Winterset, Hannah Peters from ADM to DCG, Samuel Peters from ADM to DCG, and Colton Snyder from ADM to Van Meter.

Superintendent called the Board's attention to several important calendar dates.

Adjournment:

It was moved by Roby, seconded by Book, to adjourn. The motion carried unanimously. President Canney adjourned the meeting at 7:38 p.m.

Minutes approved as

Tim Canney, President

Dated

Nancy Gee, Secretary



Adel DeSoto Minburn

801 Nile Kinnick Drive S., Adel, Iowa 50003
515-993-4283

Greg Dufoe, Superintendent

Nancy Gee, Business Manager

TO: Board of Directors
FROM: Greg Dufoe, Superintendent
SUBJECT: Memorandum for March 7, 2011

Honoring Excellence:

Lori Boston, MS math teacher, is this month's Honoring Excellence recipient. Carole Schlapkohl and Bob Hall will introduce her to the Board and say a few words from her nomination letter.

Personnel contracts:

I recommend the following resignation:
Krysten Herrick, AE teacher associate, effective 3/10/11

I recommend the following new contracts:
Pam Chebuhar, AE teacher associate, step 6, effective 2/24/11
Kerry Dittert, AE teacher associate, step 6, effective 3/21/11
Kelly Ruepke, Ass't. HS Softball Coach, Step 1

Pending resignations:
None

This review of Board policies is the beginning of our systematic review of policies. All Board policies (Series 100 - 900) were reviewed in 2007-2008, the year before I arrived. All Board policies are required to be reviewed every five years. We will continue to review/revise Board policies over the coming months. We will have a rotation that keeps us from having to do all policies in a short timeframe. We will also have some series reviewed by legal counsel to ensure we are current and accurate.

First reading of Series 200 Board policies (Exhibit 1):

| | | |
|--------------|--|--|
| Policy 200.1 | "Role Of The Board Of Directors" | No changes |
| Policy 200.2 | "Organization Of The Board of Directors" | Clarification made on organizational meeting due to elections no longer being held annually. |
| Policy 200.3 | "Powers Of The Board Of Directors" | No changes |
| Policy 200.4 | "Responsibilities Of The Board of Directors" | No changes |
| Policy 201 | "Board Of Directors Elections" | No changes |
| Policy 202.1 | "Qualification" | No changes |
| Policy 202.2 | "Oath Of Office" | No changes |
| Policy 202.3 | "Term Of Office" | No changes |
| Policy 202.4 | "Vacancies" | No changes |
| Policy 202.5 | "Individual Authority" | No changes |
| Policy 203 | "Board Of Directors Conflict Of Interest" | No changes |
| Policy 204 | "Code of Ethics" | No changes |
| Policy 205.1 | "Board Security And Protection" | No changes |

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| | | |
|---------------|---|------------|
| Policy 205.2 | "Board Member Liability" | No changes |
| Policy 206.1 | "President" | No changes |
| Policy 206.2 | "Vice-President" | No changes |
| Policy 206.3 | "Secretary" | No changes |
| Policy 206.4 | "Treasurer" | No changes |
| Policy 207 | "Board of Directors Legal Counsel" | No changes |
| Policy 208 | "Board of Directors Self-Evaluation" | No changes |
| Policy 209.1 | "Ad Hoc Committees" | No changes |
| Policy 2091E1 | "Ad Hoc Committees Exhibit" | No changes |
| Policy 209.2 | "Citizens Advisory Committee" | No changes |
| Policy 210.1 | "Development Of Policy" | No changes |
| Policy 210.2 | "Adoption Of Policy" | No changes |
| Policy 210.3 | "Dissemination Of Policy" | No changes |
| Policy 210.4 | "Suspension Of Policy" | No changes |
| Policy 210.5 | "Administration In The Absence Of Policy" | No changes |
| Policy 210.6 | "Review and Revision Of Policy" | No changes |
| Policy 210.7 | "Review Of Administrative Regulations" | No changes |
| Policy 211.1 | "Annual Meeting" | No changes |
| Policy 211.2 | "Regular Meeting" | No changes |
| Policy 211.3 | "Special Meeting" | No changes |
| Policy 211.4 | "Work Sessions" | No changes |
| Policy 211.5 | "Meeting Notice" | No changes |
| Policy 211.6 | "Quorum" | No changes |
| Policy 211.7 | "Rules Of Order" | No changes |
| Policy 211.8 | "Method Of Voting" | No changes |
| Policy 212 | "Open Meetings" | No changes |
| Policy 213 | "Closed Sessions" | No changes |
| Policy 214.1 | "Board Meeting Agenda" | No changes |
| Policy 214.2 | "Order of Regular Board Of Directors Meeting" | No changes |
| Policy 215 | "Public Participation In Board Meetings" | No changes |
| Policy 216 | "Public Hearings" | No changes |
| Policy 217.1 | "Board Of Directors And Superintendent" | No changes |
| Policy 217.2 | "Board Of Directors And District Personnel" | No changes |
| Policy 217.3 | "Board Of Directors And Adjoining Districts Board Of Directors" | No changes |
| Policy 217.4 | "Board Of Directors And Area Education Agency" | No changes |
| Policy 217.5 | "Board Of Directors And Elected Officials" | No changes |
| Policy 218 | "Board Of Directors Records" | No changes |
| Policy 219.1 | "Association Membership" | No changes |
| Policy 219.2 | "Board Of Directors Member Development and Training" | No changes |
| Policy 219.3 | "Board of Directors Member Compensation and Expenses" | No changes |
| Policy 219.4 | "New Board Of Directors Member Orientation" | No changes |
| Policy 219.5 | "Activity Passes For Board Members" | No changes |
| Policy 219.6 | "Use Of District Facilities And Equipment" | No changes |
| Policy 220 | "School Visitation By Board Of Directors" | No changes |
| Policy 221 | "Gifts To Board Of Directors" | No changes |
| Policy 222 | "Negotiations" | No changes |

Second reading of 100 Series Board policies (Exhibit 2):

| | | |
|---------------|---|---|
| Policy 100 | "Legal Status Of The School District" | No changes |
| Policy 101 | "Educational Philosophy Of The School District" | No changes |
| Policy 101.1 | "Missions And Values" | We have updated this policy with our new mission, vision, and value statement |
| Policy 102 | "School District Instructional Organization" | We have updated this policy with our current school buildings in operation. |
| Policy 103 | "Equal Educational Opportunity" | No changes |
| Policy 103.R1 | "Grievance Procedure" | No changes |
| Policy 103.E1 | "Notice of Nondiscrimination" | No changes |
| Policy 103.E2 | "Grievance Form For Complaints..." | No changes |
| Policy 103.E3 | "Grievance Documentation" | No changes |
| Policy 103.E4 | "Section 504 Student And Parental Rights" | No changes |
| Policy 104 | "The People And Their School District" | No changes |
| Policy 105 | "Educational And Operational Planning" | No changes |
| Policy 106 | "Long-Range Needs Assessment" | No changes |

Second reading of 403.15 "Employee Use of Cell Phones" and 403.15R1 "Employee Use of Cell Phones Regulation" (Exhibit 3):

We are bringing 403.15 and 403.15R for second and final reading. We do have district-provided cell phones for our maintenance technician and school resource officer.

Sports cooperative sharing agreements (Exhibit 4):

I recommend approval of the enclosed sports cooperative agreements. There are agreements with Waukee for ADM students to participate in bowling and swimming/diving for 2011-12 and agreements with Van Meter for Van Meter students to participate in boys and girls cross country and soccer at ADM in 2011-12.

Approval of audit:

You have received a full audit for FY10. Nancy will discuss further at the meeting. Please remember to bring your copy with you to the meeting.

Honors Diploma criteria (Exhibit 5):

Enclosed in your packet is a recommendation from Lee Griebel to adjust the HS honors diploma criteria. This change is due to AP Literature and Composition becoming a full year class next year. Students can now qualify for the honors diploma by taking either AP English Literature and Composition or AP English Language and Composition. This change was not noted in the HS course handbook, thus the need for this change. Lee will be communicating this to students and parents.

RSP ENROLLMENT ANALYSIS PROPOSAL (Exhibit 6)

Rob Schwarz from RSP & Associates will be on hand to address the Board regarding the enrollment analysis proposal. Rob met with Tim, Rod, Nancy, and I a few weeks ago to introduce us to his services. RSP has provided extremely accurate enrollment projections for many schools in Iowa including North Polk, Ankeny, Waukee, and many more. I checked Rob's references with several of the districts Rob has recently done work with and all reports have been incredibly positive. Superintendents have indicated to me there are simply no competitors that

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offer similar services or results. I feel strongly that a scientific study regarding our enrollment is a necessary step for us to be able to plan adequately. Rob will give a thorough overview of his services focusing on the enrollment analysis and will take all questions from the Board.

I recommend approval of the contract with RSP & Associates for the enrollment analysis study for \$12,000. Per the contract, we can add additional services at a later time, which could include a facility planning analysis that would go ten years and beyond.

FY12 BUDGET REVIEW (Exhibit 7)

Nancy will be reviewing the FY 12 budget in detail. At this time, our budget is developed using the aid and levy worksheet that includes 0% allowable growth. Although the allowable growth rate has not been set by the legislature, the budget is set by using 0% as recommended by the Department of Management. If the allowable growth rate is set at 2%, the tax levy rate will lower and adjustments will be made on the aid and levy worksheet. We are allowed to lower the rate after publication of the proposed budget but we are not allowed to increase.

SET PUBLIC HEARING ON FY12 BUDGET FOR APRIL 11, 2011, 6:00 P.M.

I recommend approving the proposed FY12 budget for publication and setting the public hearing on the FY12 budget for April 11, 2011, at 6:00 pm. This hearing provides patrons an opportunity to speak to the Board regarding the proposed budget.

SENIOR YEAR PLUS ALTERNATIVE ASSESSMENT (Exhibit 8)

Included in your Board packet is a Senior Year Plus Alternative Assessment plan developed by Lee Griebel. Senior Year Plus programming in Iowa has achievement requirements for students, primarily proficiency in math, reading, and science on the ITED tests.

School districts are encouraged and allowed to set alternative assessment options for students who do not demonstrate proficiency on standardized tests. Boards must approve this local plan. This is a must for us considering the number of students interested in the Career Academy programs in Perry through DMACC. Many of these programs are vocational in nature and students with IEPs or students who do not test well should not be eliminated from being able to participate.

I recommend approval of the Senior Year Plus Alternative Assessment plan.

ADMINISTRATIVE REPORTS – Discussion items

PLC – building reports (Exhibit 9)

Each building principal will take a few minutes to share with the Board some PLC documents that capture the on going nature of PLC work.

ITED report/strategic reading (Exhibit 10)

Included in your Board packet is a brief PowerPoint developed by Lee Griebel that provides a general overview of our ITED results in grades 9-11. This report focuses on reading, science, and math, the areas required by NCLB. A more detailed report will be presented to the Board in April.

As part of this report, Lee and Carole Erickson will share with the Board some very exciting data pertaining to our Strategic Reading course at the high school. This intervention had a substantial impact on our junior level students and their reading proficiency. We are extremely excited about these results and they provide solid support for our decision to implement Strategic Reading in grades six through nine in 2011-2012.

Gateway To Technology MS program update

I will provide a brief update to the Board regarding GTT. As you are aware, we received a \$30,000 grant to implement GTT at the middle school starting next year. However, with the ongoing uncertainty regarding our budget (allowable growth still not set), I am apprehensive about hiring the additional staff member necessary for full implementation. I have received approval from PLTW to hold off on implementing GTT until 2012 while still retaining the grant dollars.

I realize the Board is very supportive of GTT and we are committed to implementation in 2012. This delay will allow us to thoughtfully align GTT with our science courses, complete any necessary room renovations, and hire the staff member.

Open Enrollment In for 2011-12

Ethan Herron, 9th grade, from Waukee to ADM (met timeline)
Samuel Kornstad, 9th grade, from Waukee to ADM (met timeline)
Blake Rutz, 9th grade, from Waukee to ADM (met timeline)
Danielle Selover, 5th grade, from VM to ADM (met timeline)
Samuel Selover, K, from VM to ADM (met timeline)
Zachary Selover, 4th grade, from VM to ADM (met timeline)
Jacky Silsby, 9th grade, from VM to ADM (met timeline)
Shelby Spencer, 7th grade, from Waukee to ADM (met timeline)

Open Enrollment out for 2011-12

Carsten Caves, Preschool Spec. Ed. From ADM to Urbandale (met timeline)
Kaylin Dains, K, from ADM to VM (met timeline)
Ellen Judd, 9th grade, from ADM to DCG (met timeline)
Grace Judd, 7th grade, from ADM to DCG (met timeline)
Laura Judd, 9th grade, from ADM to DCG (met timeline)
Robert Oberreuter, 11th grade, from ADM to Winterset (met timeline)
Hannah Peters, 4th grade, from ADM to DCG (met timeline)
Samuel Peters, K, from ADM to DCG (met timeline)
Colton Snyder, K, from ADM to VM (met timeline)

Important dates:

| | |
|------------------|--|
| March 8 | Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM |
| March 10 | Dismiss 1:00 PM; K-12 P/T Conf. 2:00-8:30 PM |
| March 11 | No school – allowance for P/T Conf. |
| March 14-18 | Spring Break |
| March 28-April 1 | Grades 3-8 ITBS |



Adel DeSoto Minburn

801 Nile Kinnick Drive S., Adel, Iowa 50003
515-993-4283

Greg Dufoe, Superintendent

Nancy Gee, Business Manager

SUMMARY OF MARCH 7, 2011, BOARD OF DIRECTORS MEETING

PERSONNEL CONTRACTS

Personnel contracts:

I recommend the following resignation/termination:

Krysten Herrick, AE teacher associate, effective 3/10/11

I recommend the following new contracts:

Pam Chebuhar, AE teacher associate, step 6, effective 2/24/11

Kerry Dittert, AE teacher associate, step 6, effective 3/21/11

Kelly Ruepke, Ass't. HS Softball Coach, Step 1

Pending resignations:

None

Open Enrollment In for 2011-12

***Lillian Carey, K, from WCV to ADM (met timeline)**

***Tyler Gelhaar, K, from Waukee to ADM (met timeline)**

Ethan Herron, 9th grade, from Waukee to ADM (met timeline)

Samuel Kornstad, 9th grade, from Waukee to ADM (met timeline)

Blake Rutz, 9th grade, from Waukee to ADM (met timeline)

Danielle Selover, 5th grade, from VM to ADM (met timeline)

Samuel Selover, K, from VM to ADM (met timeline)

Zachary Selover, 4th grade, from VM to ADM (met timeline)

Jacky Silsby, 9th grade, from VM to ADM (met timeline)

Shelby Spencer, 7th grade, from Waukee to ADM (met timeline)

Open Enrollment out for 2011-12

Carsten Caves, Preschool Spec. Ed. From ADM to Urbandale (met timeline)

Kaylin Dains, K, from ADM to VM (met timeline)

Ellen Judd, 9th grade, from ADM to DCG (met timeline)

Grace Judd, 7th grade, from ADM to DCG (met timeline)

Laura Judd, 9th grade, from ADM to DCG (met timeline)

Robert Oberreuter, 11th grade, from ADM to Winterset (met timeline)

Hannah Peters, 4th grade, from ADM to DCG (met timeline)

Samuel Peters, K, from ADM to DCG (met timeline)

Colton Snyder, K, from ADM to VM (met timeline)

***DENOTES ADDITIONS SINCE MEMORANDUM DISPENSED ON FRIDAY.**

"Experiencing Success Today, Achieving Dreams Tomorrow"

2011-2012 Application For Whole Grade or Cooperative Sharing Agreement

If your school district is involved or intends to be involved in a cooperative or whole grade sharing agreement for the 2010-2011 academic year, please complete the form below and return same to the State Office. This form must be returned NO LATER THAN APRIL 25, 2011. You may fax form to 515-284-1969 or send by mail: Iowa Girls' High School Athletic Union, P.O. Box 10348, Des Moines, Iowa 50306-0348.

Participating Schools

ADM

(Host School)

and

Van Meter

Name of team as it should appear on tournament pairings

ADM / Van Meter

Circle the competitions in which this agreement applies.

Bowling

Cross Country

Volleyball

Swimming & Diving

Basketball

Track & Field

Golf

Tennis

Soccer

Softball

If this is a renewal of an existing agreement, please indicate by checking the box below.



SIGNATURES REQUIRED:

Superintendent _____ School _____

School Board President: _____ School: _____

Superintendent _____ School _____

School Board President: _____ School: _____

Superintendent _____ School _____

School Board President: _____ School: _____

For Office Use Only: **This request is hereby approved by management of the Athletic Union.**

Signed by Lisa Brinkmeyer, Assistant Director _____ Date _____

2011-2012 Application For Whole Grade or Cooperative Sharing Agreement

If your school district is involved or intends to be involved in a cooperative or whole grade sharing agreement for the 2010-2011 academic year, please complete the form below and return same to the State Office. This form must be returned NO LATER THAN APRIL 25, 2011. You may fax form to 515-284-1969 or send by mail: Iowa Girls' High School Athletic Union, P.O. Box 10348, Des Moines, Iowa 50306-0348.

Participating Schools

Waukec and ADM,
(Host School)

Name of team as it should appear on tournament pairings Waukec

Circle the competitions in which this agreement applies.

Bowling

Cross Country

Volleyball

Swimming & Diving

Basketball

Track & Field

Golf

Tennis

Soccer

Softball

If this is a renewal of an existing agreement, please indicate by checking the box below.



SIGNATURES REQUIRED:

Superintendent _____ School _____

School Board President: _____ School: _____

Superintendent _____ School _____

School Board President: _____ School: _____

Superintendent _____ School _____

School Board President: _____ School: _____

For Office Use Only: **This request is hereby approved by management of the Athletic Union.**

Signed by Lisa Brinkmeyer, Assistant Director _____ Date _____

IOWA HIGH SCHOOL ATHLETIC ASSOCIATION
PO BOX 10 BOONE, IA 50036-0010

APPLICATION FOR RENEWAL OF COOPERATIVE SPONSORSHIP OF AN ACTIVITY
281—36.20(280)

Your school has been involved in a cooperative program agreement during the 2010-2011 school year. This includes your 2011 summer activities. If you desire to continue this agreement for another year, we will make that extension to your contract upon receipt of the proper signatures below. This **RENEWAL** must be submitted prior to April 30, 2010.

The following school districts hereby apply for **RENEWAL** of our existing cooperative program(s) for the school year **2010-2011**.

SCHOOLS PARTICIPATING

Adm, Adel AND Van Meter

If more than (2) two schools, please indicate:

ACTIVITIES SPONSORED BY IHSAA INCLUDE:

| ACTIVITY | HOST SCHOOL |
|----------------------|-------------|
| <u>Cross Country</u> | <u>Adm</u> |
| <u>Soccer</u> | <u>Adm</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SIGNATURES:

| | | |
|---------------------------------|----------------|--------|
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |

This above request for cooperative sponsorship is hereby granted **RENEWAL** of existing agreement for the school year **2010-2011**.

AUTHORIZED SIGNATURE
IOWA HIGH SCHOOL ATHLETIC ASSOCIATION

DATE

9/09cc

IOWA HIGH SCHOOL ATHLETIC ASSOCIATION
PO BOX 10 BOONE, IA 50036-0010

APPLICATION FOR RENEWAL OF COOPERATIVE SPONSORSHIP OF AN ACTIVITY
281—36.20(280)

Your school has been involved in a cooperative program agreement during the 2010-2011 school year. This includes your 2011 summer activities. If you desire to continue this agreement for another year, we will make that extension to your contract upon receipt of the proper signatures below. This **RENEWAL** must be submitted prior to **April 30, 2010**.

The following school districts hereby apply for **RENEWAL** of our existing cooperative program(s) for the school year **2010-2011**.

SCHOOLS PARTICIPATING

Adm AND Wauke

If more than (2) two schools, please indicate:

ACTIVITIES SPONSORED BY IHSAA INCLUDE:

ACTIVITY

HOST SCHOOL

| | |
|------------------------------|--------------|
| <u>Bowling</u> | <u>Wauke</u> |
| <u>Swimming & Diving</u> | <u>Wauke</u> |
| | |
| | |
| | |

SIGNATURES:

| | | |
|---------------------------------|----------------|--------|
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |
| Board of Education, Chairperson | Superintendent | School |

This above request for cooperative sponsorship is hereby granted **RENEWAL** of existing agreement for the school year **2010-2011**.

AUTHORIZED SIGNATURE
IOWA HIGH SCHOOL ATHLETIC ASSOCIATION

DATE

9/09cc



Adel DeSoto Minburn

801 Nile Kinnick Drive S., Adel, Iowa 50003
515-993-4283

CURRENT Honors Diploma Criteria:
HONORS DIPLOMA

Students attempting to earn an ADM Honors Diploma must meet the following criteria:
Required to successfully complete the following courses:

- Physics
- **AP English Literature and Composition I or 2**
- American Literature
- 4 years of Math
- 3 years of a foreign language, 4 years strongly encouraged
- Overall grade point average of at least a 3.5
- Earn 52 credits

RECOMMENDED Honors Diploma Criteria:
HONORS DIPLOMA

Students attempting to earn an ADM Honors Diploma must meet the following criteria:
Required to successfully complete the following courses:

- Physics
- **AP English Literature and Composition or AP English Language and Composition**
- American Literature
- 4 years of Math
- 3 years of a foreign language, 4 years strongly encouraged
- Overall grade point average of at least a 3.5
- Earn 52 credits

"Experiencing Success Today, Achieving Dreams Tomorrow"

Rationale for the change:

When we set up the criteria for the ADM Honors Diploma, we wanted these students to experience a high level AP course in the Language Arts curricular area.

In the past, AP Literature and Composition was offered as either a 1 or 2 semester course. Beginning next year, this will be a one-year course instead of the option to take it semester one or two or both. We changed this because we felt that students taking this course for the full year will be better prepared for the AP exam. With this year long change, it puts AP Literature and Composition in the same category as AP Language and Composition; a one year upper level AP course in the Language Arts content area. Because of this, we believe if a student takes either AP Language and Composition or AP Literature and Composition they should qualify for the ADM Honors Diploma, as long as all other criteria is met as well.

Thank you for considering this,

Lee Griebel

PROFESSIONAL SERVICES AGREEMENT

Between

RSP & Associates, LLC

and

Adel DeSoto Minburn Community Schools, Dallas County, State of Iowa

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2011 (the "Effective Date"), by and between RSP & Associates, LLC, a Kansas limited liability company ("Consultant"), and Adel DeSoto Minburn Community Schools, Dallas County, State of Iowa ("Client").

Recitals

A. Client desires Consultant to provide certain professional services as described in such written Statement of Work (as defined below) as may be agreed upon by the parties in accordance with the terms of this Agreement (the "Professional Services"), and Consultant desires to provide such Professional Services. Such Professional Services are fully defined and set forth in the attached Statement of Work.

B. The terms and conditions of this Agreement shall apply to and govern all Professional Services and Deliverables provided by Consultant to Client.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1.0 Definitions. The following terms, when used in this Agreement, shall have the following meanings:

1.1 Agreement. "Agreement" shall mean this document, all Exhibits referenced herein and attached hereto, and all Statements of Work made pursuant to Section 3 herein.

1.2 Client Content. "Client Content" shall mean anything provided by Client or its agents for incorporation into the Deliverable(s), including, but not limited to, any data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text, including all Intellectual Property rights therein.

1.3 Confidential Information. "Confidential Information" shall mean, with respect to a party hereto, (i) all information listed or identified as a "confidential record" or "trade secret," pursuant to the terms of Iowa Code Chapter 22 or other information protected by FERPA, 20 U.S.C. Section 1232g. Confidential Information may include, but is not limited to, the Client Content and Consultant Content..

1.4 Consultant Content. "Consultant Content" shall mean anything provided by Consultant or its agents, including, but not limited to, any data, images, programming,

computer code, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, solutions, designs, techniques, methods, methodologies, tools, processes, templates, improvements and other know-how and materials (collectively, "Solution Assets"), that are made, conceived, or developed by or for Consultant prior to or independent of any Professional Services, any enhancements and modifications to and new Solution Assets created or acquired in the performance of Services that have generic application in the urban planning profession or are not unique to Client, and the Intellectual Property rights in any of the foregoing.

1.5 Work Product. "Work Product" means anything made, conceived, or developed by Consultant after the Effective Date in connection with the performance of Professional Services hereunder, including, but not limited to any data, images, programming, computer code, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials, including the Intellectual Property rights therein. Work Product does not include Consultant Content, Client Content or any third-party content.

1.6 Deliverable. "Deliverable" shall mean any item, software, work product, documentation, service, or material provided by Consultant to Client pursuant to this Agreement or any Statement of Work. Deliverables may be a combination, as appropriate, of Client Content, Consultant Content, Third Party Content, and Work Product.

1.7 Intellectual Property. "Intellectual Property" shall mean all inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how (whether or not protectable under trade secret laws), techniques and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

2.0 Services.

2.1 Professional Services. Client hereby retains Consultant to provide, and Consultant hereby agrees to provide, pursuant to this Agreement, the Professional Services specifically described in such Statement of Work as signed by both parties and attached to and incorporated into this Agreement.

2.2 Performance of Services. Consultant represents and warrants that: (i) it shall complete all tasks identified in a Statement of Work unless this Agreement is terminated as permitted by this Agreement; (ii) all services provided by Consultant to Client (including without limitation any support or explanation) will be performed in a timely, competent, professional, and workmanlike manner, using qualified Personnel in conformity with standards generally accepted in the planning profession; and (iii)

Consultant is the lawful owner or licensee of any software programs used by Consultant in the performance of the services called for in this Agreement and has all rights necessary to convey to Client the license granted herein.

3.0 Statement of Work. "Statement of Work" shall include the following: The Statement(s) of Work shall include, as appropriate, description, background, scope, management approach, technical approach, quality approach, roles and responsibilities of each party, Deliverables, equipment and items (if any) to be delivered pertaining to the Deliverables, the equipment on which the Deliverables are to operate, any interfaces to be created, operating systems to be used, acceptance testing methodology, methods of delivery, a schedule of performance dates and milestones (including delivery dates for each Deliverable), and such pricing and payment terms as may be agreed to by the parties. The Statement(s) of Work may include such additional terms and conditions as the parties may wish to include; provided, however, that such terms do not conflict with the terms of this document. Any changes to the terms of this document must be made pursuant to Section 19.0 (Amendment) herein. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall govern, unless this Agreement specifically states that such provision may be varied or modified in the Statement of Work, in which case the Statement of Work shall govern. All Statements of Work shall be effective only when executed by both parties. All fully executed Statements of Work shall be deemed to be attached to and incorporated into this Agreement and governed by the terms of this Agreement.

4.0 Deliverables.

4.1 Development/Delivery of Deliverables. Development of the Deliverables, if any, shall proceed according to the Statement of Work, provided that Client delivers or provides access to all necessary information, equipment, materials and other items identified in a Statement of Work as being provided by Client in a timely fashion, and if not, then Consultant's obligations which are dependent on such shall be extended to reflect such delay. Consultant shall deliver the Deliverables to Client for approval as provided in Section 4.2 on the dates as specified therein.

4.2 Delivery of Deliverables. Consultant may deliver a draft of the Deliverables, if requested, to Client no later than one week prior to the Deliverables Date set forth in Section 7.3 of the Statement of Work. Consultant shall meet with Client to review the draft of the Deliverables, and shall thereafter deliver a true and complete copy of the Deliverables to Client no later than the Scheduled Delivery Date set forth in the Statement of Work.

5.0 Change Orders. A Statement of Work may be amended by the parties in a writing executed by both parties. During the term of a Statement of Work, Consultant will work with Client to make any changes to the scope of services required in a particular Statement of Work which are requested by Client. If Consultant reasonably believes that any change request, individually or collectively, is not feasible or would materially affect Consultant's ability to timely complete, or complete within budget, an agreed upon component of the services to be performed by Consultant, then the change shall be subject to approval by Consultant, which

approval shall not be unreasonably withheld, and relevant changes to any timelines or milestones and compensation specified in the Statement of Work shall be negotiated to equitably adjust for the changes in scope as well.

6.0 Term of Agreement. This Agreement shall be effective from the Effective Date until terminated as provided for in Section 7, Termination, below.

7.0 Termination.

7.1 This Agreement may be terminated by either party immediately if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach (if such breach is curable) within thirty (30) days of receipt of the notice specifying the nature of the default.

7.2 This Agreement may be terminated by either party for any reason by providing the other party with sixty (60) days prior written notice.

8.0 Effect of Termination.

8.1 Payment of Fees. In the event of a termination by either party, but subject to any rights and remedies available to Client in the event of an uncured breach by Consultant or non-conforming work, Client shall pay Consultant according to the applicable Statement of Work for all undisputed amounts due for services rendered and work performed (including work-in-progress) up to the date of termination.

8.2 Return of Confidential Information. Except to the extent retention is required by applicable law, within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Confidential Information of the other party related thereto (and any copies thereof) in the party's possession or, with the prior written approval of the other party, destroy all such Confidential Information.

8.3 Effect on Intellectual Property Rights. Except for a breach of Sections 9.0 (Intellectual Property Rights and License) or Section 12.0 (Confidentiality), the rights and licenses granted under Section 9.0 (Intellectual Property Rights and License), if any, shall continue in full force and effect in accordance with their terms notwithstanding any termination of this Agreement or a Statement of Work.

9.0 Intellectual Property Rights and License.

9.1 Copyright. Client acknowledges that all or part of the Work Product may be copyrighted, trademarked, or patented solely by Consultant. All Work Product shall be marked as follows: "© (year) by RSP & Associates, LLC, All rights reserved."

9.2 License of Consultant Content and Work Product. All Intellectual Property rights in and to the Consultant Content and Work Product are and shall remain the sole and

exclusive property of Consultant. Notwithstanding the foregoing, Consultant agrees that during the term of this Agreement, and thereafter upon receipt of payment in full of the fees required under this Agreement, Consultant grants to Client a royalty free, non-exclusive, irrevocable, worldwide, perpetual license to use any Consultant Content and Work Product incorporated into the Deliverables for the purposes specified in the Statement of Work. Client shall not use any reverse engineering methods, make derivative works or distribute the Consultant Content or Work Product in violation of this Agreement. Any and all copies of the Deliverables shall include Consultant's copyright notice. The Work Product is not a work for hire under the Copyright Act.

9.3 Client Content. Client shall not be required to provide any Client Content unless specifically required in the applicable Statement of Work. In such a case, Client shall deliver the Client Content to Consultant in a standard electronic file format specified in the applicable Statement(s) of Work, at such times as may be specified in the Statement(s) of Work or as may be reasonably necessary. Except as may otherwise be provided in a Statement of Work or necessary to prepare a Deliverable, Consultant shall only use the Client Content in the form provided by Client and solely to provide the Professional Services to Client. Consultant shall not use the Client Content for any other purpose. All Intellectual Property rights in the Client Content are and shall remain the sole and exclusive property of Client or its third party licensors.

10.0 Fees and Payments.

10.1 Fees. All Professional Services will be performed for the Service Fee set forth in the Statement of Work.

10.2 Payment. Terms of payment for all work performed under this Agreement shall be net 30 days from date of invoice.

11.0 Compliance with Laws. Consultant represents and warrants its performance under this Agreement will comply with all applicable federal and state laws, rules, regulations and standards and Client policies provided to RSP in advance, in writing. Consultant further agrees that while on District property and/or while providing services under this Agreement where contact with District staff and/or students is expected or possible, Consultant will abide by all laws, regulations and Client policies and rules regarding smoking prohibitions, appropriate conduct provisions (including but not limited to bullying and harassment) and sex offender restrictions.

12.0 Confidentiality. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other party's Confidential Information to any person or entity, except to its own and the other party's personnel, having a need to know. Each party agrees that it will not use or permit its personnel to use any Confidential Information for purposes other than in connection with performance of its duties under this Agreement. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable diligence and care.

Notwithstanding the foregoing, each party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall use commercially reasonable efforts to: (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other party's consent to such disclosure; and (iii) in the event consent is not given, agree to allow the disclosing party to file a motion to quash, or take a similar procedural step to frustrate the production or publication of information. Nothing herein shall require either party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each party shall cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

13.0 Limitation of Liability.

13.1 Limitation of Liability. Except to the extent such limitations are prohibited by applicable law and except in the case of gross negligence or willful misconduct, neither Client nor Consultant shall be liable under this Agreement for any indirect, incidental, special, punitive or consequential damages. Except in the case of Consultant's gross negligence or willful misconduct, in no event will the total aggregate liability of Consultant for any claims, losses or damages arising out of this agreement exceed an amount equal to 3 times the total amount of fees and other consideration actually received by Consultant under this Agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any other remedies.

13.2 Limitation of Warranties. Consultant warrants that the services performed hereunder shall be performed in a competent and workmanlike manner with qualified personnel. Consultant further warrants, for a period of ninety (90) days after completion and subject to the accuracy of any data provided by Client, that any calculations made by Consultant shall be true and accurate in all material respects. In the event of a breach of this Section 13.2, Consultant shall, at no additional cost or expense to Client, but as Client's sole remedy, reperform the related services. **CONSULTANT MAKES NO IMPLIED WARRANTIES, WHICH ARE HEREBY DISCLAIMED BY CLIENT.**

14.0 Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

15.0 Assignment. This Agreement shall be binding upon the parties and their respective successors, representatives and permitted assigns. Except as set forth herein, neither party may assign this Agreement or the obligations contained herein, nor may either party delegate its duties except upon receipt of the other party's written approval. Client may, however, without such prior written consent, assign and delegate this Agreement to an affiliate and in conjunction

with the sale of all or substantially all of its assets, or a reorganization (including in bankruptcy) or merger with another entity.

16.0 Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

17.0 Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

18.0 Survival Past Termination or Expiration. The following provisions shall survive termination or expiration of this Agreement: Sections 8.0 (Effect of Termination), 9.0 (Intelligence Property Rights and License), 10.0 (Fees and Payment), 11.0 (Compliance With Laws), 12.0 (Confidentiality), 13.0 (Limitation of Liability), and 18.0 (Survival).

19.0 Amendment. This Agreement and the Statement(s) of Work which it governs may be amended only by a subsequent written agreement signed by both parties which specifically identifies itself as a written amendment to this Professional Services Agreement.

20.0 Counterparts. This Agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all parties.

21.0 Indemnification. Consultant shall indemnify, defend, and hold Client and its officers, directors, employees, attorneys, and agents harmless from and against any and all liability or expenses of any kind or nature whatsoever (including reasonable attorney fees and costs) finally awarded arising out of or in connection with any third party claims for (i) negligence on the part of Consultant or its officers, employees, or agents; (ii) material uncured breach of the Agreement and/or Statement of Work by Consultant or its officers, employees, or agents; and (iii) violation of any applicable law or intellectual property right of a third party by Consultant or its officers, employees, or agents; provided, however, that Client shall not be indemnified from any such liability or expenses which results from negligence on the part of Client or its officers, employees or agents, or from claims by patrons.

22.0 Notice. Any notice required or permitted under this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the U.S. mail, postage prepaid, and addressed to the party as follows: (a) notice to Consultant must be sent to Robert Schwarz, 7111 West 151st Street, Suite 12, Overland Park Kansas 66223; (b) notice to Client must be sent to Dr. Greg Dufoe, Superintendent, 801 Nile Kinnick Drive South Adel, IA 50003.

23.0 Law; Forum. This Agreement shall be governed exclusively by Iowa law. The parties agree that any litigation or other disputes, actions, or claims related to this Agreement and/or the

Statement of Work shall be initiated and maintained only in the U.S. District Court for the Southern District of Iowa or the District Court for Johnson County, Iowa.

24.0 Independent Contract. The relationship between the parties is that of independent contract. No joint venture, partnership, agency, or employment relationship exists between the parties as a result of this Agreement and/or Statement of Work. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement, or document. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

25.0 Force Majeure. Notwithstanding anything contained in this Agreement or the Statement of Work to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement and/or Statement of Work (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specific period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

26.0 Insurance. Consultant shall maintain such types and amounts of insurance as are standard in Consultant's industry.

All such insurance shall be effective throughout the duration of this Agreement and for claims made within one year thereafter. All such insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa.

Consultant shall use its best efforts to name Adel DeSoto Minburn Community School District as an additional insured on the insurance policies, so long as doing so does not require substantial additional expense. Certificates evidencing such insurance must be provided to Client by Consultant. No policy shall be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to Client.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties represent, by the signatures below, that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Adel DeSoto Minburn Community Schools, Dallas County, State of Iowa

By: _____

Title: President, Board of Directors

Date: _____

ATTEST:

By: _____

Name: _____
Secretary, Board of Education

STATEMENT OF WORK NO. RSP 00060

Pursuant to that certain Professional Services Agreement, dated as of this ____ day of _____, 2011 ("Agreement"), by and between RSP & Associates, LLC. ("Consultant"), and Adel DeSoto Minburn Community Schools, Dallas County, State of Iowa ("Client" or "District").

CONSULTANT hereby submits this Statement of Work as a request for Professional Services under Section 2.0 of the Professional Services Agreement. The terms and conditions set forth in the Agreement are incorporated by reference and shall supersede any conflicting terms herein. This Statement of Work shall have effect only when signed by CLIENT and CONSULTANT.

The subject matter of this Statement of Work and the terms and conditions specifically applicable thereto are as follows:

1.0 Description of Professional Services. Professional services provided by Consultant to Client may include, but are not limited to, Consultant's designing, preparing, writing or analyzing one or more of the following: Board Redistricting Report, Boundary Reports, Demographic Reports, Enrollment Reports, Facilitation/Presentations, Facility Staffing Report, Maps, Site Analysis Reports or other analysis/reports as may be necessary to perform and carry out all of Consultant's obligations set forth in this Statement of Work. Any options shall be mutually agreed upon by the parties, and evidenced by an addendum hereto setting forth the descriptions, delivery dates, and prices for the same.

2.0 Purpose of Professional Services. The purpose of professional services is to assist and provide the client the following products, services, or analysis which are further defined in the Statement of Work section 7.0 and 10.0:

- 2.1 Address Locator
- 2.2 Enrollment Analysis and Report
- 2.3 Facility Planning Analysis and Report
- 2.4 Maps
- 2.5 Facilitation/Presentations

3.0 Project Management.

3.1 Work Plan. All products will be a work in progress that will meet the deadlines stated in the Deliverable section (7) of the contract unless both the Client and Consultant agree upon another schedule.

3.2 Work Plan Management. At the request of the Client, the Consultant will provide a description of the status of a particular project.

3.3 Communications. All communications regarding any of the projects should be made to the consultant, Robert S. Schwarz, or those individuals in 4.2

4.0 Change Control.

4.1 Procedure. Changes to this Statement of Work may be made only in compliance with the terms of Section 19.0 of the Professional Services Agreement.

4.2 Client Changes. Only the following individuals may authorize changes for the Client:

Dr. Greg Dufoe, Superintendent
Auburn DeSoto Minburn Community Schools

4.3 Consultant Changes. Only the following individuals may accept on behalf of Consultant any changes requested by the Client:

Robert Schwarz, Owner

5.0 Technical Specifications. Each report will be provided in hard copy and digitally in a PDF format unless otherwise notified by the Consultant.

6.0 Quality Standards. The products delivered to the Client will be of the highest quality and considered final after being presented and reviewed by the Client and any requested changes are made by Consultant.

7.0 Deliverables.

7.1 Consultant Deliverables Defined. The following are products, services or analysis that will be created by the Consultant under the Agreement.

a. The Address Locator provides the client a web based tool where realtors, staff, and patrons can enter a valid address in the district and receive attendance information (ES, MS, HS) for the facility they should and will attend. There will also be the ability to see a map showing where that property is located within the district boundary. The district will host this application on the district server. If there are significant changes to client website or there is a need to have more than an annual update of the database there will be an additional fee to ensure the address locator code is operational (See 8.2).

b. The Enrollment Analysis and Report assists the District in understanding how the projected enrollment impacts capacity at each of its facilities. The report has analysis that projects the enrollment at each facility for the next five years with current boundaries. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers are utilized to discuss land use, development policies, building permit trends, and future development plans to accurately factor for those variables in the Enrollment Projection Model.

c. Facility Planning Analysis and Report assists the District in understanding how the projected enrollment beyond 5-years will impact the capacity of each of its facilities. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers are utilized to discuss land use, development policies, building permit trends, and future development plans to accurately factor

for those variables in the Enrollment Projection Model. Assists with determining the number of facilities needed by grade level configuration and the possibility of when new facilities may be needed.

d. Facilitation/Presentations are provided when requested and within the parameters stated in the Work Product section.

e. Maps assist the District in providing map products in various formats so the general public can comprehend issues such as boundaries, school sites, growth, or other issues the map is visually depicting.

7.2 Client Deliverables Defined. The following are data or services to be provided by the client.

a. Data download of Official Count Student download from at least the past three school years in a dbf format – After Official October Count to include the following data fields, which shall be considered Confidential Information by Consultant and shall not be disclosed by Consultant:

- Student ID Number
- Student Name
- Address
- City
- State
- Zip
- Grade
- School Attending
- Building Name
- Catchment/Planning Area
- Ethnicity
- Start Date and End Date
- Date of Birth
- Special Education Code

b. The following Dallas County Auditors and Assessors data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:

- City Boundaries
- County Boundaries
- Plat and Subdivision Boundaries
- School District Boundaries
- Zip Code Boundaries
- Census Boundaries
- Roads
- Parcels
- Parcel Attribute fields
- Public School Point Data
- Private School Point Data

c. The following cities: Adel, DeSoto, Minburn data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:

- Roads with Geocode attributes
 - Infrastructure (Water, Sewer, Electricity, and Gas)
 - Zoning Attributes
 - Long Range Planning attributes
- d. Other GIS or data files as needed to complete the reports, studies, or analysis
- e. Digital files produced by the Client that will assist in completing the scope of services.

7.3 Deliverables Date. Below are the dates for the Deliverables the Consultant will provide the Client:

- a. Address Locator
- June 2011 (Option)
 - June 2012 (Option)
- b. Enrollment Analysis and Report:
- May 2011
 - December 2011 (Option)
- c. Facility Planning Analysis and Report:
- July 2011 (Option)
- d. Facilitation/Presentations – As needed

8.0 Pricing Terms.

8.1 Payment. The Statement of Work will be performed for the 2010/11 and 2011/12 school years. These services will be billed as follows:

- a. 2010/11 School Year
- Twenty Percent of the 2010/11 services to be completed, Two Thousand Four Hundred and no/100 (20% - \$2,400.00) once the contract is signed.
 - Upon completion of the Enrollment Analysis Report payment to the consultant will be for Nine Thousand Six Hundred and no/100 (\$9,600.00)
 - If the district chooses the Facility Planning Analysis upon completion of the Facility Planning Analysis and Report payment to the consultant will be for Seven Thousand and no/100 (\$7,000.00).
 - If the district chooses the Address Locator upon completion of the Address Locator payment to the consultant will be for Seven Thousand and no/100 (\$7,000.00)
- b. 2011/12 School Year
- If the district chooses another Enrollment analysis upon completion of the Enrollment Analysis Report payment to the consultant will be for Nine Thousand and no/100 (\$9,000.00).

- If the district chooses the Facility Planning Analysis upon completion of the Facility Planning Analysis and Report payment to the consultant will be for Seven Thousand and no/100 (\$7,000.00).
- If the district chooses the Address Locator upon completion of the Address Locator payment to the consultant will be for Seven Thousand and no/100 (\$7,000.00)
- c. 2012/13 School Year
 - If the district chooses another Enrollment analysis upon completion of the Enrollment Analysis Report payment to the consultant will be for Nine Thousand and no/100 (\$9,000.00).
- d. The above breakdown does not include the cost of all expenses associated with the final production of the work and the Deliverables. These printing expenses will be charged to the Client not to exceed Five Hundred Dollars and no/100 (\$500.00) per report. Where possible and if time allows, district print production can be utilized.
- e. Transportation and Lodging expenses will be submitted with the appropriate documentation for the Client to submit payment to the Consultant.
- 8.2 Contingency. The payment plan stated in 8.1 is contingent upon the Client utilizing Consultant services for the specified amount of time or providing the following data:
 - a. If the District is unable to provide the requested data as stated in 7.2, the Consultant will charge the Client the cost associated with obtaining the information in 7.2 which is not included in the prices listed in section 8.1, but only upon consent by the Client.
- 8.3 Additional Services. Any additional services shall be authorized in writing by Client prior to initiation and compensated at the rate of \$120.00 per hour unless otherwise negotiated by both parties. Public facilitation meetings are \$3,000 and include two RSP staff persons.
- 9. Consultant Content. Consultant Content shall consist of at least the following:
 - 9.1 Enrollment Projection Model
 - 9.2 Population Projection Model
 - 9.3 Analysis Work Products
- 10. Work Product.
 - 10.1 Address Locator
 - a. Web application source code that can be integrated in the client web application.
 - b. Database that is required for the search engine to work.
 - c. Text return for current (ES, MS, HS) facility and the proposed (ES, MS, HS) facility.

- d. Data accuracy disclaimer.

10.2 Enrollment Analysis and Report

- e. Includes detailed analysis of the District enrollment.
- f. Information about the Model Methodology.
- g. Information about the Types of Growth.
- h. Information about the residential development activity expected in the District.
- i. 5-Year Enrollment Forecast.
- j. Tables with a low, mid, and high projection for each facility in the District.
- k. Maps that identify future growth areas.
- l. Maps of current boundary and Facility enrollment history.

10.3 Facility Planning Analysis and Report

- a. Includes detailed analysis of the District enrollment
- b. Information about the Model Methodology
- c. Information about the Types of Growth
- d. Information about the residential development activity expected in the District.
- e. 20-Year Enrollment Forecast
- f. Tables revealing which type of facility may need additional facilities, elimination of facilities, or no change in facility need.
- g. Maps to depict various change in the district

10.4 Facilitation/Presentations

- a. Board Member Meetings:
Enrollment Analysis – one in 2010/11 and one in 2011/12
- b. Staff/Committee Meetings:
As Needed
- c. Aforementioned meetings use determined by client, the consultant or client may request additional meetings beyond the maximum number allotted that if the client agrees will be an additional expense at the cost stated in 8.3.
- d. Use of web or phone conference calls will be utilized to maintain communication with administration.

10.5 Maps

- a. School District Map that provides information about each facility's boundary, geographical reference to the surrounding community, and references the schools each planning area will attend.
- b. Maintenance of Geographic Information System (GIS) of attendance area of each facility, school sites, and planning areas.

11. Client Content. Client Content may consist of the following elements:
 - 11.1 Digital student data for each student with at minimum the fields of address, grade, gender, and ethnicity.
 - 11.2 Digital shape-file of parcels in the District.
 - 11.3 Digital street centerlines file for all streets in the District that has the appropriate fields for accurate geocoding.
 - 11.4 Digital shape-file of all school sites in the District.
 - 11.5 Digital shape-file of the current school boundaries for each attendance area.
 - 11.6 City and County Future Planning Maps of the area within the District.
 - 11.7 Any other data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text necessary for the completion of the project.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties have executed this Statement of Work by their duly authorized representatives as of _____, 20__.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Adel DeSoto Minburn Community Schools, Dallas County, State of Iowa

By: _____

Title: President, Board of Directors

Date: _____

ATTEST:

By: _____

Name: _____
Secretary, Board of Directors