

*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.*

***"Experiencing Success Today, Achieving Dreams Tomorrow"***

**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 10th day of December 2012, for its regular meeting in the Board Room, Adel, Iowa.

The tentative agenda is as follows:

BOARD MEETING AGENDA  
DISTRICT BOARD ROOM

December 10, 2012  
6:00 P.M.

**OPENING:**

6:00 P.M.      Call to order  
                    Roll call  
                    Emergency additions and adoption of agenda

6:05              Consent agenda  
                    Approval of minutes  
                    Approval of bills/claims and transfers  
                    Secretary/Treasurer financial reports  
                    Personnel contracts  
                    900 Board Policy Series – Second and Final Reading  
                    Board Policy 103, 103.E1, 103.R1 – Second and Final Reading  
                    Board Policy 904.5R1 – First Reading  
                    Approve midterm graduates  
                    Central College student teaching contract  
                    Bread bids  
                    Open enrollment  
                    Welcome of visitors and open forum

**ACTION ITEMS:**

6:25              Des Moines Independent School District – 28E Agreement  
6:30              Easement with City of Minburn  
6:35              IASB Board of Directors

**ADMINISTRATIVE REPORTS/DISCUSSION ITEMS:**

6:40              Facility Master Planning update  
7:00              Project Lead The Way update  
7:15              Partnership in Comprehensive Literacy Model PC  
7:30              Adjournment

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

Nancy Gee  
Secretary  
Board of Directors

**BOARD MEETING UPDATE  
DECEMBER 10, 2012**

**APPROVED:**

- November 12, 2012 Minutes
- Bills/Claims
- Financial Reports
  - November Monthly Reports
- Resignations/Terminations
  - Mitch Krumwiede, Head Baseball Coach
- Hires
  - Bethany Farrell, AE Teacher Associate, Step 1 (12/3/12)
  - Zoe Fouch, AE Teacher Associate, Step 1 (11/16/12)
  - Amanda Heil, Food Server/Worker I, Step 1 (11/26/12)
  - Sandy Laffoon, Payroll Specialist (11/27/12)
  - Heath Stein, Ass't Baseball Coach, Step 4
- Non-Staff Coaching Contracts
  - Jeff Abbas, Asst HS Girls' Soccer, Step 3
  - John Begley, MS Girls' Track, Step 4
  - Michael Hazel, Asst. HS Baseball, Step 4
  - Al Hofmann, HS Girls' Soccer, Step 4
  - Thomas Horton, Asst. HS Boys' Soccer, Step 4
  - John Kotz, Ass't HS Golf Coach, Step 4
  - Joe Roth, Asst. HS Boys' Soccer, Step 4
  - Bill Shields, HS Boys' Soccer, Step 4
- Transfer
  - Jason Book from Ass't Baseball Coach to Head Baseball Coach, Step 4
- Second & Final Reading of Board Policy 900 Series, with the exception of 904.5
- Second & Final Reading of Board Policy 103, 103.E1, 103.R1
- First Reading of Board Policy 904.5R1 – Distribution of Materials
- Midterm Graduates Approved
  - Zachary Chapman
  - Stacie Greer
  - Jenna Kool
  - Shawna Leimbacher
  - Shelby Schwieso
- Central College Student Teaching Contract
- Bread Bid from Pan-O-Gold
- Open Enrollment Out
  - Alyssa Joint, 1<sup>st</sup> Grade, from ADM to VM
  - Katie Joint, K, from ADM to VM
  - Kylie Ozbun, 1<sup>st</sup> Grade from ADM to Perry
- 28 E Agreement with Des Moines School with Central Campus-Regional Academy

- Easement with City of Minburn
- IASB Board of Directors Ballots
  - Board voted for Dan Woodin for IASB Board of Director

#### REPORTS/DISCUSSION

Facility Master Planning Update – Tom Wollan from FRK  
 Partnerships in Comprehensive Literacy Model PCL -

Carole Erickson presented information for this program which is sponsored by UNI.

#### Important Dates

Dec. 21	End 2 <sup>nd</sup> Qtr/First Semester
Dec. 24	X-mas Vacation
Jan. 2	Teacher Work Day
Jan. 3	Classes Resume
Jan 7-10	9-12 ITEDs





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 December 10, 2012

**Personnel contracts:**

I recommend the following resignation/termination:  
Mitch Krumwiede, Head Baseball Coach

I recommend the following new contracts:

Bethany Farrell, AE teacher associate, step 1, effective 12/3/12  
Zoe Fouch, AE teacher associate, step 1, effective 11/16/12  
Amanda Heil, Food Server/Worker I, step 1, effective 11/26/12  
Sandy Laffoon, Payroll Specialist, \$17.12/hr., effective 11/27/12  
Heath Stein, Ass't. Baseball Coach, step 4

Non-teaching December-issued contracts:

Jeff Abbas, Ass't. HS Girls Soccer Coach, Step 3  
John Begley, MS Girls Track Coach, Step 4  
Michael Hazel, Ass't. HS Baseball Coach, Step 4  
Al Hofmann, Head HS Girls Soccer Coach, Step 4  
Thomas Horton, Ass't. Boys Soccer Coach, Step 4  
John Kotz, Ass't. HS Golf Coach, Step 4  
Joe Roth, Ass't. Boys Soccer Coach, Step 4  
Bill Shields, Head Boys Soccer Coach, Step 4

I announce the following transfer:

Jason Book from Assistant Baseball Coach to Head Baseball Coach, Step 4

*- Kelli  
Abstain*

**900 Board Policy Series – Second and Final Reading (Exhibit 1):**

The 900 series is the final board policy series for review this year. There is one policy I have been working on revising – Distribution of Materials 904.5. This policy (and the administration regulation) prohibits sending home materials with students.

**Board Policy 103, 103.E1, 103.R1 – Second and Final Reading (Exhibit 2):**

We have one board policy and it's exhibit and regulation that need revising in preparation for our site visit. We need to include several more categories in our non-discriminatory statement.

**Board Policy 904.5R1 – First Reading (Exhibit 3):**

The regulation that guides the distribution of materials has been revised to more accurately align with our change in manner of distribution using an on-line method. An attorney has been guiding me in this as the current regulation is crafted to protect students' right to free speech as required by law.

***"Experiencing Success Today, Achieving Dreams Tomorrow"***



This regulation has been modified to address non-student material distribution. Guidelines for distributing student materials are found in the 500 Board Policy series.

**Approve Midterm Graduates:**

Lee Griebel and I recommend the following students for mid-term graduation pending successful completion of all courses and credits. They are eligible to participate in the May graduation ceremony.

Zachary Chapman

Stacie Greer

Jenna Kool

Shawna Leimbacher

Shelby Schwieso

**Central College student teaching contract (Exhibit 4):**

I recommend approval of the student teaching agreement with Central College. This agreement specifies the conditions under which Central can place student teachers at ADM and what duties the school district will provide, chiefly the mentor teacher.

**Bread Bids (Exhibit 5):**

I recommend Board approval of the bread bid from Pan-O-Gold Baking Co. Liz solicited these bids due to Sarah Lee's closing. Pan-O-Gold submitted the low bid and our purchasing from them will begin in January 2013.

**Open enrollment out for 2012-13:**

Alyssa Joint, 1<sup>st</sup> grade, from ADM to VM (good cause)

Katie Joint, K, from ADM to VM (good cause)

Kylie Ozburn, 1<sup>st</sup> grade, from ADM to Perry (continuation)

**DES MOINES INDEPENDENT SCHOOL DISTRICT 28E AGREEMENT (Exhibit 6)**

I recommend approval of the 28E agreement with the DM Independent School District. This 28E provides the ability for ADM students to attend Des Moines Central Campus – Regional Academy. Our students have, in the past, attended Central Campus to take vocational and other specialized courses. We have been limiting this as of late due to the cost involved to the district.

Approval of this 28E does not require us to send any students to Central Campus Regional Academy. It only provides the option. Included in your materials is a one-page document that describes how the funding for this program works. We will discuss at Monday's meeting.

**EASEMENT WITH CITY OF MINBURN (Exhibit 7)**

I recommend approval of an easement with the City of Minburn to allow the City access to our Minburn property for the wastewater collection and treatment system improvements. All property owners in Minburn will be connected to this system. The easement grants the City access to install and maintain the service lines, grinder pumps and pit, and meter readout.

**IASB BOARD OF DIRECTORS**

I recommend approval of the ballot for Dan Woodin, Ames CSD, for IASB director. Once approved, we will mail the ballot back to IASB.



**Administrative Reports/Discussion items:**

**Facility Master Planning update:**

Tom Wollan from FRK will be on hand to update the Board on the facility master planning progress. FRK has done capacity analysis on all buildings and utilized current enrollment numbers to begin to develop a picture of our space needs.

Actual design concepts are also being developed in very draft form as the long-range enrollment numbers will help shape our options to address enrollment growth in a big way. The work is exciting and I am ready to really get started after the first of the year.

**Project Lead The Way update:**

Luke Ashe and Bart Mueller will join us to discuss Project Lead the Way at both the high school and middle school. Luke teaches Principles of Engineering at the high school (the 2<sup>nd</sup> PLTW course) while Bart teaches Introduction to Engineering Design for high school students (first PLTW course) and the Gateway to Technology PLTW courses to middle school students. PLTW is a major addition to our secondary course programming and I am excited to have the board hear directly from the teachers.

**Partnership in Comprehensive Literacy Model PC:**

Carole spent another three days at UNI the week of December 3-7 and she will update us on PCL. This work will be foundational for the literacy improvement efforts at the elementary level for years to come.

**Important dates:**

December 21	End 2 <sup>nd</sup> Quarter/End 1 <sup>st</sup> Semester
December 24-January 1	Christmas Break
January 2	Workday
January 3	Classes resume
January 7-10	Grades 9-11 ITEDs





Adel DeSoto Minburn

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

Greg Dufoe, Superintendent

Nancy Gee, Business Manager

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SUMMARY OF DECEMBER 10, 2012, BOARD OF DIRECTORS SPECIAL MEETING

PERSONNEL CONTRACTS

I recommend the following resignation/termination:

Mitch Krumwiede, Head Baseball Coach

I recommend the following new contracts:

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Zoe Fouch, AE teacher associate, step 1, effective 11/16/12

Amanda Heil, Food Server/Worker I, step 1, effective 11/26/12

Sandy Laffoon, Payroll Specialist, \$17.12/hr., effective 11/27/12

Heath Stein, Ass't. Baseball Coach, step 4

Non-teaching December-issued contracts:

Jeff Abbas, Ass't. HS Girls Soccer Coach, Step 3

John Begley, MS Girls Track Coach, Step 4

Michael Hazel, Ass't. HS Baseball Coach, Step 4

Al Hofmann, Head HS Girls Soccer Coach, Step 4

Thomas Horton, Ass't. Boys Soccer Coach, Step 4

John Kotz, Ass't. HS Golf Coach, Step 4

Joe Roth, Ass't. Boys Soccer Coach, Step 4

Bill Shields, Head Boys Soccer Coach, Step 4

I announce the following transfer:

Jason Book from Assistant Baseball Coach to Head Baseball Coach, Step 4

OPEN ENROLLMENT

Open enrollment in for 2013-14:

Alyssa Joint, 1<sup>st</sup> grade, from ADM to VM (good cause)

Katie Joint, K, from ADM to VM (good cause)

Kylie Ozburn, 1<sup>st</sup> grade, from ADM to Perry (continuation)

\*Indicates an update since the memorandum was published.

## SCHOOL DISTRICT - COMMUNITY RELATIONS

### SERIES 900

- 900 Principles and Objectives for Community Relations
- 901 Public Communications
  - 901.1 Public Examination of School District Records
  - 901.2 School Board and Community Relations
- 902 Press, Radio and Television News Media
  - 902.1 News Media Relations
  - 902.2 News Conferences and Interviews
  - 902.3 News Releases
  - 902.4 Students and the News Media
  - 902.5 School District Personnel and the News Media
  - 902.6 Live Broadcast or Video Tape of School District Events
- 903 Duplicated or Printed Materials
- 904 Public Participation in the School District
  - 904.1 School - Community Associations
  - 904.2 Community Resource Persons and Volunteers
  - 904.3 Visitors to School District Facilities
  - 904.4 Public Conduct on School Premises
  - 904.5 Distribution of Materials
  - 904.5R1 Distribution of Materials Regulation
- 905 Community Activities Involving Students
  - 905.1 Transporting Students in Private Vehicles
  - 905.2 Advertising and Promotion
  - 905.2R1 Advertising and Promotion Regulation
- 906 Use of School District Facilities and Equipment
  - 906.1 Community Use of School District Facilities and Equipment
  - 906.2 Community Use of School District Facilities and Equipment for Private Profit
  - 906.3 Sunday Use of School District Facilities and Equipment
  - 906.4 Smoke-Free Environment
- 907 Other Inter-district Relations



## PRINCIPLES AND OBJECTIVES FOR COMMUNITY RELATIONS

Successful educational programs require the support of the school district community. The board addresses the importance of the role of the school district community in the school district in this series of the policy manual. The board recognizes this support is dependent on the community understanding and participating in the efforts, goals, problems and programs of the school district.

In this section, the board sets out its policies defining its relationship with the school district community. In striving to obtain the support of the school district community, the board will:

- Provide access to school district records;
- Inform the community of the school district's goals, objectives, achievements, and needs;
- Invite the advice and counsel of the community; and
- Encourage cooperation and participation between the school district and the community.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## PUBLIC EXAMINATION OF SCHOOL DISTRICT RECORDS

The public may view public records of the school district during the regular business hours of the administration offices of the school district. These hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, except for holidays and recesses.

Persons wishing to view the school district's public records shall contact the board secretary and make arrangements for the viewing. The board secretary will make arrangements for viewing the records as soon as practicable, depending on the nature of the request.

Persons may request copies of public records by telephone or in writing, including electronically. The school district may require pre-payment of the costs prior to copying and mailing.

Persons wanting copies may be assessed a fee for the copy. Persons wanting compilation of information may be assessed a fee for the time of the employee to compile the requested information. Printing of materials for the public at the expense of the school district will only occur when the event is sponsored by the school district.

Pursuant to Iowa law, the board has determined certain records need to be confidential as their disclosure could jeopardize the safety of persons or property and include, but are not limited to, the following:

- Security procedures
- Emergency preparedness procedures
- Evacuation procedures
- Security codes and passwords

It is the responsibility of the board secretary to maintain accurate and current records of the school district. It is the responsibility of the board secretary to respond in a timely manner to requests for viewing and receiving public information of the school district.

Approved 7/1/93

Reviewed 12/10/12

Revised 8/14/06

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## SCHOOL BOARD AND COMMUNITY RELATIONS

The board recognizes the need for a communications program to provide effective two-way communications between the school district and the community. The school district's communications program shall strive to meet the following goals.

- To keep the citizens and school district personnel informed through a regular flow of information about the school district and its programs;
- To encourage and organize the interchange of ideas between the school district and the community by developing and implementing techniques for community involvement in the school district and for school district involvement in the community; and
- To access public knowledge, attitudes and concerns on a regular basis.

It shall be the responsibility of the superintendent to establish and maintain an on-going communications program with school district personnel and the community. The superintendent shall make a recommendation to the board, upon request, for changes in the communications program.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## NEWS MEDIA RELATIONS

The board recognizes the value of and supports open, fair and honest communications with the news media. The board will maintain a cooperative relationship with the news media in the school district community. As part of this cooperative relationship, the board and the media will develop a means for sharing information while respecting each party's limitations.

Members of the news media are encouraged and welcome to attend open board meetings. The superintendent shall be the spokesperson for the board and the school district.

Members of the news media seeking information about the school district shall direct their inquiries to the superintendent. The superintendent shall accurately and objectively provide the facts and the consensus of the board in response to inquiries from the news media about the school district.

It shall be the responsibility of the superintendent to respond to inquiries from the news media about the school district.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## NEWS CONFERENCES AND INTERVIEWS

The superintendent, on behalf of the board and the school district, may hold a news conference or respond to a request for an interview with the news media. The superintendent shall respond accurately, openly, honestly, and objectively to inquiries from the news media about the school district.

News conferences and interviews planned or pre-arranged for school district activities shall include the board and the superintendent. The superintendent may hold news conferences for issues requiring an immediate response. It shall be within the discretion of the superintendent to determine whether a news conference or interview shall be held to provide an immediate response to an issue.

It shall be the responsibility of the superintendent to keep the board apprised of news conferences and interviews.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## NEWS RELEASES

The superintendent shall determine when a news release about internal school district and board matters will be made. In making this determination, the superintendent shall strive to keep the media and the school district community accurately and objectively informed. Further, the superintendent shall strive to create and maintain a positive image for the school district.

News releases will be prepared and disseminated to news media in the school district community. Questions about news releases shall be posed to the superintendent only.

It shall be the responsibility of the superintendent to approve news releases originating within the school district prior to their release.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## STUDENTS AND THE NEWS MEDIA

Generally, students may not be interviewed during the school day by news media. The students, while on the school district grounds, shall refer interview requests and information requests from the news media to the administrative office in their building.

It shall be within the discretion of the principal, after consulting with the superintendent, to allow or disallow the news media to interview and to receive information from the student while the student is under the control of the school district. The principal may also contact the student's parents.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## SCHOOL DISTRICT PERSONNEL AND THE NEWS MEDIA

School district personnel shall refer interview requests and information requests from the news media to the superintendent's office. School district personnel may be interviewed or provide information about school district matters after receiving permission from the superintendent.

It shall be within the discretion of the superintendent to allow news media to interview and to receive information from school district personnel.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



LIVE BROADCAST OR VIDEO TAPE OF SCHOOL DISTRICT EVENTS

Students, for an educational purpose, or news media may videotape public school district events, including open board meetings, as long as it does not interfere with or disrupt the school district event and it does not create an undue burden in adapting the facilities to accommodate the request.

It shall be within the discretion of the superintendent to determine whether the request is unduly burdensome, legal and whether the broadcast or taping will interfere with or disrupt the school district event.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## DUPLICATED OR PRINTED MATERIALS

Members of the school district community seeking information from the school district shall make such requests to the superintendent. Information available for public disbursement including, but not limited to, printed materials designed for informing the public, shall be distributed free of charge.

Individuals requesting other information to be duplicated or copied may be charged a fee for the time of the school district to perform the task and the cost of the copy. Such requests shall be answered within a reasonable period of time.

Printing of materials for the public at the expense of the school district shall only occur when the event is sponsored by the school district.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## SCHOOL - COMMUNITY ASSOCIATIONS

The board values the participation and the support of school district - community associations, including, but not limited to, the booster club and the Parent-Teacher Organization, which strive for the betterment of the school district and its educational program. The board will work closely with these associations.

Prior to any purchase of, or fund-raising for, the purchase of goods or services for the school district, the association shall confer with the superintendent to assist the association in purchasing goods or services to meet the school district's needs.

Funds raised by these associations for the school district may be kept as part of the accounts of the school district.

It shall be the responsibility of the building principal to be the liaison with the school district - community associations affiliated with the building principal's attendance center.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## COMMUNITY RESOURCE PERSONS AND VOLUNTEERS

The board recognizes the valuable resource it has in the members of the school district community. When possible and in concert with the educational program, members of the school district community shall be asked to make presentations to the students or to assist school district personnel in duties other than teaching. The school district may officially recognize the contributions made by volunteers on an annual basis.

Recruitment, training, utilization, and the maintenance of records for the purposes of insurance coverage and/or recognition of school district volunteers is the responsibility of the superintendent.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## VISITORS TO SCHOOL DISTRICT FACILITIES

The board welcomes the interest of parents and other members of the school district community, and invites them to visit the school facilities. Visitors, which include persons other than school district personnel or students, must notify the principal of their presence in the facility upon arrival.

Persons who wish to visit a classroom while school is in session are asked to notify the principal and obtain approval from the principal prior to the visit so appropriate arrangements can be made and class disruption can be minimized. Teachers and other school district personnel shall not take time from their duties to discuss matters with visitors.

Visitors shall conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school events or acting as a representative of the school district. Visitors failing to conduct themselves accordingly may be asked to leave the premises. A parent or responsible adult must accompany children who wish to visit school or have special permission from the building principal.

It shall be the responsibility of school district personnel to report inappropriate conduct and the responsibility of the superintendent and principals to take the action necessary to cease the inappropriate conduct. If the superintendent or principals are not available, the school district employee shall act to cease the inappropriate conduct.

Approved 7/1/93

Reviewed 12/10/12

Revised 10/8/07

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## PUBLIC CONDUCT ON SCHOOL PREMISES

The board expects that students, employees and visitors will treat each other with respect, engage in responsible behavior, exercise self-discipline and model fairness, equity and respect. Individuals violating this policy will be subject to discipline. Students will be disciplined consistent with the student conduct policies. Employees will be disciplined consistent with employee discipline policies and laws. Others will be subject to discipline according to this policy.

Individuals are permitted to attend school sponsored or approved activities or visit school premises only as guests of the school district, and, as a condition, they must comply with the school district's rules and policies. Individuals will not be allowed to interfere with or disrupt the education program or activity. Visitors, like the participants, are expected to display mature, responsible behavior. The failure of individuals to be so is not only disruptive but embarrassing to the students, the school district and the entire community.

To protect the rights of students to participate in the education program or activities without fear of interference or disruption and to permit the school officials, employees, activity sponsors and officials to perform their duties without interference or disruption the following provisions are in effect:

- A. Abusive, verbal or physical conduct of individuals directed at students, school officials, employees, officials, or activity sponsors of sponsored or approved activities or at other individuals will not be tolerated.
- B. Verbal or physical conduct of individuals that interferes with the performance of students, school officials, employees, officials, or activity sponsors of sponsored or approved activities will not be tolerated.
- C. The use of vulgar, obscene or demeaning expression directed at students, school officials, employees, officials, or activity sponsors of sponsored or approved activities participating in a sponsored or approved activity or at other individuals will not be tolerated.

If an individual becomes physically or verbally abusive, uses vulgar, obscene or demeaning expression, or in any way interrupts an activity, the individual may be removed from the event by the individual in charge of the event.

Individuals removed from school premises have the ability to follow the board's chain of command and complaint policies should they choose to do so. The exclusion is in effect should the individual choose to appeal the decision of the superintendent. The term "individual" as used in the policy also includes students and employees.



## PUBLIC CONDUCT ON SCHOOL PREMISES

If an individual has been notified of exclusion and thereafter tries to enter a school building or attends a sponsored or approved activity, the individual will be advised that his/her attendance will result in prosecution. The school district may obtain a court order for permanent exclusion from the school building or from future school sponsored or approved activities.

Approved 7/1/93

Reviewed 12/10/12

Revised 11/12/07

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## DISTRIBUTION OF MATERIALS

~~The board recognizes that students, employees, parents or citizens may want to distribute materials within the school district that are non-curricular. Non-curricular materials to be distributed must be approved by the building principal and meet certain standards prior to their distribution.~~

~~It shall be the responsibility of the superintendent, in conjunction with the building principals to draft administrative regulations regarding this policy.~~

The Board of Education recognizes that effective communications are frequently a part of worthwhile civic and community projects.

However, students may not be used to convey promotional information except in those cases judged by the superintendent or his/her designee as directly related to the educational tasks of the school system.

Approval from the Superintendent or his/her designee is required before a person or agency may:

- Distribute or display print or electronic advertisement or promotional materials of any kind
- Make announcements of any nature
- Take up contributions on any school premises for any purpose

Any print or electronic promotional materials approved for display or distribution from a non-profit agency or organization must include the following statement:

*"This is not an Adel DeSoto Minburn Community School District publication, nor is it in any way endorsed or sponsored by the district. This publication is being provided only to inform you of other available community activities and opportunities."*

It shall be the responsibility of the superintendent to draft administrative regulations regarding this policy.

Approved 7/1/93

Reviewed 12/10/12

Revised 12/10/12



## DISTRIBUTION OF MATERIALS REGULATION

## I. Guidelines

Students have the right to exercise freedom of speech. This includes the right to distribute, at reasonable times and places, unofficial written material, petitions, buttons, badges or other insignia, except expression which:

- a. is obscene to minors;
- b. is libelous;
- c. contains indecent, vulgar, profane or lewd language;
- d. advertises any product or service not permitted to minors by law;
- e. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, gender, disability, age or ethnic origin);
- f. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities will cause the commission of unlawful acts or the violation of lawful school regulations.

Distribution on school premises of material in categories (a) through (d) to any student is prohibited. Distribution on school premises of material in categories (e) and (f) to a substantial number of students is prohibited.

## II. Procedures

Anyone wishing to distribute unofficial written material must first submit for approval a copy of the material to the building principal at least twenty-four (24) hours in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting request and, if a student, the homeroom number;
2. Date(s) and time(s) of day of intended display or distribution;
3. Location where material will be displayed or distributed;
4. The grade(s) of students to whom the display or distribution is intended.

Within twenty-four (24) hours of submission, the principal will render a decision whether the material violates the guidelines in subsection I or the time, place and manner restrictions in subsection III of this policy. In the event that permission to distribute the material is denied, the person submitting the request should be informed in writing of the reasons for the denial. Permission to distribute material does not imply approval of its contents by the school, the administration, the board or the individual reviewing the material submitted.

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## DISTRIBUTION OF MATERIALS REGULATION

If the person submitting the request does not receive a response within twenty-four (24) hours of submission, the person shall contact the building principal's office to verify that the lack of response was not due to an inability to locate the person. If the person has made this verification and there is no response to the request, the material may be distributed in accordance with the time, place and manner provisions in subsection III.

If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days of submitting the appeal, the person shall contact the superintendent to verify that the lack of response is not due to an inability to locate the person. If the person has made this verification and there is no response to the appeal, the material may be distributed in accordance with the time, place and manner provisions in subsection III.

At every level of the process the person submitting the request shall have the right to appear and present the reasons, supported by relevant witnesses and material, as to why distribution of the written material is appropriate.

### III. Time, Place and Manner of Distribution

The distribution of written material is prohibited when it blocks the safe flow of traffic within corridors and entranceways of the school or otherwise disrupts school activities. The distribution of unofficial material shall be limited to a reasonable time, place and manner as follows:

1. The material shall be distributed from a table set up for the purpose in a location designated by the principal, which location shall not block the safe flow of traffic or block the corridors or entrance ways, but which shall give reasonable access to students.
2. The material shall be distributed either before and/or after the regular instructional day.
3. No written material may be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.

### IV. Definitions

The following definitions apply to the following terms used in this policy:



## DISTRIBUTION OF MATERIALS REGULATION

1. "Obscene to minors" is defined as:
  - a. The average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - b. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  - c. The material, taken as a whole, lacks serious literary, artistic, political or scientific value for minors.
2. "Minor" means any person under the age of eighteen (18).
3. "Material and substantial disruption" of a normal school activity is defined as follows:
  - a. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption that interferes with or impedes the implementation of that program.
  - b. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods), "material and substantial disruption" is defined as student rioting; unlawful seizures of property, widespread shouting or boisterous demonstration, sit-in, stand-in, walkout, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecasted including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
4. "School activities" means any activity of students sponsored by the school and includes, by way of example but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and in-school lunch periods.



## DISTRIBUTION OF MATERIALS REGULATION

5. "Unofficial" written material includes all written material except school newspapers, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples include leaflets, brochures, flyers, petitions, placards and underground newspapers, whether written by students or others.
6. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him/her in the esteem of the community.
7. "Distribution" means circulation or dissemination of written material by means of handing out free copies, selling or offering copies for sale and accepting donations for copies. It includes displaying written material in areas of the school that are generally frequented by students.

### V. Disciplinary Action

Distribution by any student of unofficial written material prohibited in subsection I or in violation of subsection III may be halted, and students may be subject to discipline including suspension and expulsion. Any other party violating this policy may be requested to leave the school property immediately and, if necessary, local law enforcement officials will be called.

### VI. Notice of Policy to Students

A copy of this policy will be published in student handbooks and posted conspicuously in school buildings.

Approved 7/1/93

Reviewed 12/10/12

Revised 10/8/07

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS





## FLYER DISTRIBUTION INFORMATION

ADM CSD  
801 NILE KINNICK DR. S.  
ADEL, IA 50003

PHONE: (515) 993-4283  
WEB: [www.adel.k12.ia.us](http://www.adel.k12.ia.us)

The ADM School District is implementing a new approach for distributing flyers from non-profit community members for whom approval is granted (see Board Policy 904.5) beginning January 2013. All flyers distributed to students or staff must receive approval from the Office of the Superintendent. Please allow ample time for your flyer to be processed.

Please provide a link or email an electronic version of your flyer to Debbie Stiles at [dstiles@adm.k12.ia.us](mailto:dstiles@adm.k12.ia.us) to receive approval. If you have the flyer posted on your own website, please provide us a link. If your flyer is not available online, we will host it for you. It will remain for approximately one month.

Flyers will be posted on the first business day of every month, September through May. Hard copies of flyers may be sent to the Administration Center for distribution to each building, so long as they are separated and marked with each building's name. These hard copies will be made available for voluntary pick up in the office area.

### FLYER APPROVAL DEADLINES ARE AS FOLLOWS:

JAN 29	FEB 26	MAR 27	APR 26
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Please read and follow the process outlined for a timely approval and posting of your informational materials. Thank you.

- 
1. This information should accompany the electronic flyer or link in your email request:
    - Desired deadline
    - Target group (ages, grade levels or employees, etc.)
    - Sponsoring organization
    - Contact phone number (in order to serve those families who do not have computers)
  2. Flyers must be informational in nature, free of logos from for-profit entities, ads and religious symbols. Board policy prohibits distribution of flyers for for-profit organization.
  3. One listing per organization will appear at any given time. If you have multiple fliers for a specific deadline, please send all fliers combined into a single .pdf file.
  4. Any flyer approved for distribution must include the following statement: "This is not a Adel DeSoto Minburn Community School District publication, nor is it in any way endorsed or sponsored by the district. This publication is being provided only to inform you of other available community activities and opportunities."

If you plan on distributing your flyer to more than one school district, you may use this statement: "This is not a school publication nor is it in any way endorsed or sponsored by any school district. This publication is being provided only to inform you of other available community activities and opportunities."

5. After the flyer has received approval from ADM, it will be kept on file and posted to the district website at the next available date. It will remain for approximately one month.



## TRANSPORTING STUDENTS IN PRIVATE VEHICLES

Generally, transportation of students for school purposes shall be done in a vehicle owned by the school district and driven by a school employee. Students may be transported in private vehicles for school purposes. It shall be within the discretion of the superintendent to determine when this is appropriate.

Individuals transporting students for school purposes in private vehicles must have the permission of the superintendent. The school district assumes no responsibility for those students who have not received the approval of the superintendent and who ride in private vehicles for school purposes.

This policy statement applies to transportation of students for school purposes in addition to the regular bus route transporting students to and from their designated attendance center.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## ADVERTISING AND PROMOTION

The use of students, the school district name, or its facilities for advertising and promoting products and/or services of entities and organizations may be allowed if prior approval has been obtained from the appropriate building principal and superintendent according to the following guidelines:

- The advertising of the service/product does not interfere with the educational mission of the school district.
- Does not cause substantial disruption of delivery or receipt of school services.
- Is not illegal for students or prohibited by school district policy.
- Does not supplant the services or programs made available to students by the school district.
- All products or services being advertised are made available to all students in accordance with the school district's policies regarding non-discrimination.
- The school does not become an environment wherein students and/or faculty are subjected to manipulation for commercial purposes.

Corporate/business logos may be used discreetly to recognize participation with or sponsorship of school district programs and activities or contributions to school facilities or equipment. The teacher and the principal may use teaching materials that include a discreet use of a corporate logo when the materials contribute in a meaningful way to the educational program of the school as determined.

Advertising at school district athletic facilities or during athletic events is permitted when approved by the appropriate principal, athletic director, and superintendent in accordance with the above guidelines.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## ADVERTISING AND PROMOTION REGULATION

### I. Guidelines

Advertising requests will use the following procedure:

- a. The school district determines the equipment desired and establishes all specifications.
- b. The business community is made aware of the items desired so that all have an opportunity to participate.
- c. Priority is given to a business willing to purchase the entire item as opposed to multiple businesses sharing the cost.
- d. If more than one business wishes to purchase the entire item, the advertising fee will be bid between them.
- e. A finite length of time will be established for the advertisement. At the completion of such time, renewals or new advertisements will take place.
- f. No advertisements will be allowed that are illegal or unacceptable for students.
- g. Advertising on consumable or low cost items will be dealt with separately and on a case-by-case basis.

Approved 8/9/04

Reviewed 12/10/12

Revised 12/12/05

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT

The facilities and equipment of the school district will be made available for a fee to local nonprofit entities that promote cultural, educational, civic, community, or recreational activities. Such use will be permitted only when the use does not interfere with or disrupt the educational program or school-related activity and the use is consistent with state law. The board reserves the right to deny use of the facilities and the equipment to any group.

Organizations, individuals, and other entities who wish to use the school district property must apply for such use at the principal's office. It shall be the responsibility of the principal to determine whether the school district facility requested is available and whether the application for use meets board policy and administrative regulations. It shall be the responsibility of the superintendent and board secretary to provide application forms and draw up the contract for use of school district property.

Activities in the school district facilities, whether school-sponsored or not, shall be supervised by an employee of the school district unless special arrangements are made with the principal.

The board may allow groups, such as the Boy and Girls Scouts and 4-H, to use the facilities without charge. While such groups may use the facilities without charge, they are required to pay any custodial fee.

It shall be the responsibility of the superintendent to develop a fee schedule for the board's approval and to develop administrative regulations regarding this policy.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT FOR  
PRIVATE PROFIT

The facilities of the school district may be made available for a fee to local for-profit entities. Such use will be permitted only when it does not interfere with or disrupt the educational program or school-related activity, and the board approves it. The board reserves the right to deny use of the facilities to any group.

There shall be a written contract on file with the board secretary prior to the scheduled event.

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

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## SUNDAY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT

Generally, the school district facilities will not be used for student activities on Sundays. It shall be within the discretion of the superintendent to allow student activities on Sundays.

The community may use the facilities with the approval of the board and in compliance with board policy.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## TOBACCO-FREE ENVIRONMENT

School district premises, including school vehicles, shall be off limits for all forms of tobacco use. This requirement extends to employees, students, and visitors. This policy applies at all times, including school-sponsored and non-school-sponsored events. Persons failing to abide by this request shall be required to refrain from smoking or using tobacco products or leave the school district premises immediately. It shall be the responsibility of the administration, law enforcement, or personnel assigned to a supervisory role, to enforce this policy.

Approved 7/1/93

Reviewed 112/10/12

Revised 1/14/08

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## OTHER INTER-DISTRICT RELATIONS

The board shall work with other local government units, colleges and universities, technical schools, businesses and industries, private schools, educational associations, local community organizations and associations to provide additional education opportunities for the students in the school district.

It shall be the responsibility of the superintendent to bring opportunities for cooperation to the attention of the board.

Approved 7/1/93

Reviewed 12/10/12

Revised 6/8/98

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## EQUAL EDUCATIONAL OPPORTUNITY

The board will not discriminate in its educational activities on the basis of race, color, age, national origin, sex, sexual orientation, gender identity, marital status, socioeconomic status, disability, religion, and creed.

The board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules, and regulations pertaining to contract compliance and equal opportunity.

The board is committed to the policy that no otherwise qualified person will be excluded from educational activities on the basis of race, color, age, national origin, sex, sexual orientation, gender identity, marital status, socioeconomic status, disability, religion, and creed. Further, the board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm and harassment.

Approved 7/1/96

Reviewed 12/10/12

Revised 12/10/12

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS

## NOTICE OF NONDISCRIMINATION

Students, parents, employees and others doing business with or performing services for the Adel DeSoto Minburn Community School District are hereby notified that this school district does not discriminate on the basis of race, color, age (except students), national origin, sex, sexual orientation, gender identity, marital status, socioeconomic status, disability, religion, and creed in admission or access to, or treatment in, its programs and activities.

The school district does not discriminate on the basis of race, color, age (except students), national origin, sex, sexual orientation, gender identity, marital status, socioeconomic status, disability, religion, and creed in admission or access to, or treatment in, its hiring and employment practices. Any person having inquiries concerning the school district's compliance with the regulations implementing Title VI, Title VII, Title IX, the Americans with Disabilities Act (ADA), § 504 or *Iowa Code* § 280.3 is directed to contact:

Nancy Gee, Business Manager  
District Office  
(515) 993-4283

who has been designated by the school district to coordinate the school district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, § 504 and *Iowa Code* § 280.3 (2007).



## GRIEVANCE PROCEDURE

Students, parents of students, employees, and applicants for employment in the school district will have the right to file a formal complaint alleging discrimination under federal or state regulations requiring non-discrimination in programs and employment.

Level One - Principal, Immediate Supervisor or  
Personnel Contact Person (Informal and  
(Informal and Optional - may be bypassed by the grievant)

Employees with a complaint of discrimination based upon their race, color, age, national origin, sex, sexual orientation, gender identity, marital status, socioeconomic status, disability, religion, and creed are encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter informally. An applicant for employment with a complaint of discrimination based upon their race, color, age, national origin, sex, sexual orientation, gender identity, marital status, socioeconomic status, disability, religion, and creed are encouraged to first discuss it with the personnel contact person. This paragraph is for employees and "marital status" isn't a protected class for employees.

A student, or a parent of a student, with a complaint of discrimination based upon their race, color, age, national origin, sex, sexual orientation, gender identity, marital status, socioeconomic status, disability, religion, and creed are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved.

### Level Two - Compliance Officer

If the grievance is not resolved at Level One and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Compliance Officer. The complaint will state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at Level Two must be within 15 working days from the date of the event giving rise to the grievance, or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the complaint be held with the Compliance Officer. A minor student may be accompanied at that meeting by a parent or guardian. The Compliance Officer will investigate the complaint and attempt to resolve it. A written report from the Compliance Officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the complaint.

### Level Three - Superintendent/Administrator

If the complaint is not resolved at Level Two, the grievant may appeal it to Level Three by presenting a written appeal to the superintendent within five working days after the grievant receives the report from the Compliance Officer, the grievant may request a meeting with the Superintendent. The superintendent may request a meeting with the grievant to discuss the appeal. The superintendent will render a decision within a



## GRIEVANCE PROCEDURE

reasonable time after the receipt of the written appeal. If, in cases of disability grievances at the elementary and secondary level, the issue is not resolved through the grievance process, the parents have a right to an impartial hearing to resolve the issue.

This procedure in no way denies the right of the grievant to file formal complaints with the Iowa Civil Rights Commission, the U.S. Department of Education Office for Civil Rights <http://www.state.ia.us/government/crc/index.html> or Office of Special Education Programs, the Equal Employment Opportunity Commission, or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging discrimination.

### Level Four - Appeal to Board

If the grievant is not satisfied with the superintendent's decision, the grievant can file an appeal with the board within five working days of the decision. It is within the discretion of the board to determine whether it will hear the appeal.

The Compliance Officer is:

Nancy Gee, Business Manager

801 Nile Kinnick Drive S., Adel, IA 50003

(515) 993-4283

Office hours: 8:00 a.m. – 4:30 p.m. Monday through Friday

Approved 7/1/96

Reviewed 12/10/12

Revised 12/10/12



## DISTRIBUTION OF MATERIALS REGULATION

## I. Guidelines

~~Students have the right to exercise freedom of speech. This includes the right to distribute, at reasonable times and places, unofficial written material, petitions, buttons, badges or other insignia, except expression which:~~

- ~~— a. — is obscene to minors;~~
- ~~— b. — is libelous;~~
- ~~— c. — contains indecent, vulgar, profane or lewd language;~~
- ~~— d. — advertises any product or service not permitted to minors by law;~~
- ~~— e. — constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, gender, disability, age or ethnic origin);~~
- ~~— f. — presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities will cause the commission of unlawful acts or the violation of lawful school regulations.~~

- ~~— Distribution on school premises of material in categories (a) through (d) to any student is prohibited. Distribution on school premises of material in categories (e) and (f) to a substantial number of students is prohibited.~~

***The Board of Education recognizes that effective communications are frequently a part of worthwhile civic and community projects.***

***However, students may not be used to convey promotional information except in those cases judged by the Superintendent or his/her designee as directly related to the educational tasks of the school system.***

***Approval from the Superintendent or his/her designee is required before a person or agency may distribute or display print or electronic advertisement or promotional materials of any kind; make announcements of any nature; or take up contributions on any school premises for any purpose.***

***The content of any promotional information shall be reviewed in accordance with relevant District policies and regulations.***

## II. Procedures

~~Anyone wishing to distribute unofficial written material must first submit for approval a copy of the material to the building principal at least twenty-four (24)~~

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## DISTRIBUTION OF MATERIALS REGULATION

~~hours in advance of desired distribution time, together with the following information:~~

- ~~1. Name and phone number of the person submitting request and, if a student, the homeroom number;~~
- ~~2. Date(s) and time(s) of day of intended display or distribution;~~
- ~~3. Location where material will be displayed or distributed;~~
- ~~4. The grade(s) of students to whom the display or distribution is intended.~~

~~Within twenty-four (24) hours of submission, the principal will render a decision whether the material violates the guidelines in subsection I or the time, place and manner restrictions in subsection III of this policy. In the event that permission to distribute the material is denied, the person submitting the request should be informed in writing of the reasons for the denial. Permission to distribute material does not imply approval of its contents by the school, the administration, the board or the individual reviewing the material submitted.~~

~~If the person submitting the request does not receive a response within twenty-four (24) hours of submission, the person shall contact the building principal's office to verify that the lack of response was not due to an inability to locate the person. If the person has made this verification and there is no response to the request, the material may be distributed in accordance with the time, place and manner provisions in subsection III.~~

~~If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days of submitting the appeal, the person shall contact the superintendent to verify that the lack of response is not due to an inability to locate the person. If the person has made this verification and there is no response to the appeal, the material may be distributed in accordance with the time, place and manner provisions in subsection III.~~

~~At every level of the process the person submitting the request shall have the right to appear and present the reasons, supported by relevant witnesses and material, as to why distribution of the written material is appropriate.~~

*The ADM School District is implementing a new approach for distributing flyers from non-profit community members for whom approval is granted (see Board Policy 904.5) beginning January 2013. All flyers distributed to students or staff must receive approval from the Office of the Superintendent. Please allow ample time for your flyer to be processed.*



## DISTRIBUTION OF MATERIALS REGULATION

*Please provide a link or email an electronic version of your flyer to Debbie Stiles at [dstiles@adm.k12.ia.us](mailto:dstiles@adm.k12.ia.us) to receive approval. If you have the flyer posted on your own website, please provide us a link. If your flyer is not available online, we will host it for you. It will remain for approximately one month.*

*Flyers will be posted on the first business day of every month, September through May. Hard copies of flyers may be sent to the Administration Center for distribution to each building, so long as they are separated and marked with each building's name. These hard copies will be made available for voluntary pick up in the office area.*

*Please read and follow the process outlined for a timely approval and posting of your informational materials. Thank you.*

-----  
*This information should accompany the electronic flyer or link in your email request:*

- Desired deadline*
  - Target group (ages, grade levels or employees, etc.)*
  - Sponsoring organization*
  - Contact phone number (in order to serve those families who do not have computers)*
- 1. Flyers must be informational in nature, free of logos from for-profit entities, ads and religious symbols. Board policy prohibits distribution of flyers for for-profit organization.*
  - 2. One listing per organization will appear at any given time. If you have multiple fliers for a specific deadline, please send all fliers combined into a single .pdf file.*
  - 3. Any flyer approved for distribution must include the following statement: "This is not a Adel DeSoto Minburn Community School District publication, nor is it in any way endorsed or sponsored by the district. This publication is being provided only to inform you of other available community activities and opportunities."*

*If you plan on distributing your flyer to more than one school district, you may use this statement: "This is not a school publication nor is it in any way endorsed or sponsored by any school district. This publication is being provided only to inform you of other available community activities and opportunities."*

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## DISTRIBUTION OF MATERIALS REGULATION

4. *After the flyer has received approval from ADM, it will be kept on file and posted to the district website at the next available date. It will remain for approximately one month.*

III. ~~Time, Place and Manner of Distribution~~

~~The distribution of written material is prohibited when it blocks the safe flow of traffic within corridors and entranceways of the school or otherwise disrupts school activities. The distribution of unofficial material shall be limited to a reasonable time, place and manner as follows:~~

- ~~1. The material shall be distributed from a table set up for the purpose in a location designated by the principal, which location shall not block the safe flow of traffic or block the corridors or entrance ways, but which shall give reasonable access to students.~~
- ~~2. The material shall be distributed either before and/or after the regular instructional day.~~
- ~~3. No written material may be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.~~

IV. ~~Definitions~~

~~The following definitions apply to the following terms used in this policy:~~

- ~~1. "Obscene to minors" is defined as:~~
  - ~~a. The average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;~~
  - ~~b. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and~~
  - ~~c. The material, taken as a whole, lacks serious literary, artistic, political or scientific value for minors.~~
- ~~2. "Minor" means any person under the age of eighteen (18).~~



## DISTRIBUTION OF MATERIALS REGULATION

3. "Material and substantial disruption" of a normal school activity is defined as follows:
  - a. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption that interferes with or impedes the implementation of that program.
  - b. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods), "material and substantial disruption" is defined as student rioting; unlawful seizures of property, widespread shouting or boisterous demonstration, sit-in, stand-in, walkout, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecasted including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
4. "School activities" means any activity of students sponsored by the school and includes, by way of example but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and in-school lunch periods.
5. "Unofficial" written material includes all written material except school newspapers, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples include leaflets, brochures, flyers, petitions, placards and underground newspapers, whether written by students or others.
6. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him/her in the esteem of the community.
7. "Distribution" means circulation or dissemination of written material by means of handing out free copies, selling or offering copies for sale and accepting donations for copies. It includes displaying written material in areas of the school that are generally frequented by students.

## V. Disciplinary Action

- Distribution by any student of unofficial written material prohibited in subsection I or in violation of subsection III may be halted, and students may be subject to

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



DISTRIBUTION OF MATERIALS REGULATION

~~discipline including suspension and expulsion. Any other party violating this policy may be requested to leave the school property immediately and, if necessary, local law enforcement officials will be called.~~

~~VI. Notice of Policy to Students~~

~~A copy of this policy will be published in student handbooks and posted conspicuously in school buildings.~~

Approved 7/1/93

Reviewed 1/14/13

Revised 1/14/13

ADEL DESOTO MINBURN COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS



## **Student Teaching Agreement**

**This agreement**, made and entered into by and between **Central College (Institution)**, and **Adel-De Soto-Minburn Community (School District)** in accordance with the Code of Iowa, establishes the terms and conditions under which student teachers ("students") from the Institution will perform duties with Mentor teachers ("teachers") in the school district.

### **1.0 Scope of Agreement**

- 1.1 This Agreement establishes procedures for: the placement, assignment, termination, change of assignment, supervision, evaluation, status and authority of Students, and compensation for Teachers.

### **2.0 Placement**

- 2.1 The placement of Students shall be accomplished on a cooperative basis involving both the Institution and the School District
- 2.2 Placement shall be initiated by the appropriate Institution personnel by communication with the appropriately designated School District personnel.
- 2.3 The Institution may refuse the services of any Teacher, but such refusal shall not be based on age, religion, creed, color, sex, national origin, disability, veteran status, or sexual orientation.
- 2.4 The School District may refuse the services of any Student, but such refusal shall not be based on age, religion, creed, color, sex, national origin, disability, veteran status, or sexual orientation

### **3.0 Assignment**

- 3.1 Only one Student shall be assigned to a Teacher, unless other arrangements are mutually agreed upon by the Institution and School District.
- 3.2 The Student shall be on duty each regularly scheduled school day for the length of time that is required by the Teacher. The Student shall follow the schedule of the School District, not the Institution's schedule.
- 3.3 An assignment consists of, but is not limited to: recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans and special projects.
- 3.4 The Student's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties involved



3.5 The Student shall report directly to the Principal's office the first day of the assignment

3.6 The Student will be invited to participate in all pre-service and in-service workshops conducted during the time of their assignments.

#### 4.0 Duration, Termination and Change of Assignment

4.1 This Agreement begins on July 1, 2012 and terminates on June 30, 2013.

4.2 The Institution or School District may terminate or change assignment of any Student at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

#### 5.0 Supervision and Evaluation of Student Teachers

5.1 The Institution shall designate an appropriate person who will serve as supervisor of the Student, in cooperation with the Teacher.

5.2 The Student shall comply with all the policies, rules, and regulations of the School District and the Code of Ethics of the profession.

5.3 Each Teacher shall keep an accurate record of the Student's attendance.

5.4 The Student shall notify the Teacher of planned absences, at least two weeks prior to the absence, or a minimum of 24 hours advance notice, where practicable, in the event of an emergency.

5.5 The School District shall notify the Institution if a Student is absent without notification to the Teacher.

5.6 The appropriate personnel of the Institution, the Teacher, and the Student shall, and others from the Institution or School District who are knowledgeable about the performance of the Student may, be involved in the evaluation process.

#### 6.0 Status and Authority of Student Teachers

6.1 The Student shall have status and authority in accordance with Section 272.27 of the Code of Iowa (1997), as amended.

#### 7.0 Compensation for Mentor Teachers

7.1 The Institution agrees to directly compensate the Teacher, or the School District. The Institution shall pay the teacher, or the School District \$200.00 for each student who completes a 16-week assignment, \$100 for each student who completes an 8-week assignment. If a Student completes one-third or less of the assignment, the Teacher shall be entitled to one-half of the amount.



- 7.2 The Institution shall pay the Teacher at the completion of the assignment, and upon completion and submittal of all required information to the Institution.
- 7.3 The School District agrees to provide to the Institution each Teacher's name, address, and social security number.

#### 8.0 Miscellaneous

- 8.1 This Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in the Iowa District Court in Polk County, or in the United States District Court for the Southern District of Iowa.
- 8.2 Neither party may assign this Agreement without the express written consent of the other party
- 8.3 Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- 8.4 This Agreement may be amended in writing by mutual consent of both parties.
- 8.5 Each Party represents and warrants to the other that:
  - a) It has the right, power, and authority to enter into and perform its obligation under this Agreement.
  - b) It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal and binding obligation upon itself in accordance with its terms
- 8.6 All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties here to and their respective successor, assigns, and legal representatives.
- 8.7 The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 8.8 Severability. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.
- 8.9 Entire Agreement. This Agreement represents the entire agreement between School District, and the Institution. Any subsequent change or modification the terms of this Agreement shall be in the form of a duly executed supplement to this Agreement.

8.10 Any notice required under this Agreement shall be given to each party at the address listed below:

**SCHOOL DISTRICT**

Adel-De Soto-Minburn Community

Attn: Greg Defoe  
801 Nile Kinnick Dr. South  
Adel, IA 50003

**INSTITUTION**

Central College

Attn: Linda Steddom  
Director of Clinical/Field Experiences  
and Licensure Officer  
812 University St.  
Pella, IA 50219

This Agreement is executed this date \_\_\_\_\_

**APPROVED**

\_\_\_\_\_  
Authorized District personnel

\_\_\_\_\_  
Title

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

Margaret Tungseth  
Margaret Tungseth  
Vice President for Finance and Administration/Treasurer  
Central College

Date: 11/27/2012



# PAN-O-GOLD Baking Co.

5207 South East Rio Court  
Ankeny, Iowa 50021

November 21, 2012

Adel-Desoto-Minburn Community School District  
Food Services  
801 Nile Kinnick Drive S.  
Adel, Iowa 50003

Attn: Elizabeth Severidt

Pan O Gold Baking Company would like to submit the following pricing for the 2012-13 year.

24 oz Whole Grain White Bread 25 slices 1oz	1.30	.050
Small Hamburger Bun 12pk 1.5 oz	1.15	.096
Whole Grain Hamburger Bun 60 ct 57grams 2oz	6.60	.110
Whole Grain Hot Dog Bun 60 ct 41grams 1.5oz	6.60	.110
24 oz Texas Toast 18 slices	1.25	.070

Thank you for your consideration.

Respectfully,

Paul Johnston  
Vice President of Sales  
515-229-5927  
Email [pjohnston@panogold.com](mailto:pjohnston@panogold.com)

Recommendation  
to accept.

E Severidt  
12-4-12

Bimbo Bakeries USA  
d.b.a. Sara Lee Fresh  
25 Main Street  
Dubuque, IA 52001  
T (563) 583-5791 x 230  
F (563) 583-8823

November 16, 2012

Adel-DeSoto-Minburn Community School District  
Attn: Elizabeth Severidt  
801 Nile Kinnick Drive South  
Adel, IA 50003

Bimbo Bakeries USA (d.b.a. Sara Lee Fresh) would like to offer the following bid pricing on bread products for the remainder of the 2012-13 school year. We may need to deliver all bakery products the day before the product is needed. All of our products have sufficient shelf life for advance delivery. This will ensure the product is available in case of accidents or breakdowns.

Line #	Product Description	Bid Price
5487	SL Whole Grain White Bread 20 oz.	\$1.15 .058
53067	SL Classic 100% Whole Wheat 20 oz.	\$1.08 .054
5518	SL S&S 100% Whole Wheat Bread 20 oz	\$1.12 .056
188	OH Texas Toast 24 oz. 1" 18 slices	\$1.20 .067
41066	53% WGW Hamburger Buns 12 ct. 2.25oz	\$1.47 .123
41064	53% WGW Hamburger Buns 30 ct. 2.25oz	\$3.68 .123
41099	53% WGW Coney Buns 16 ct. 1.5oz	\$1.96 .123
41065	53% WGW Deli Buns 6 ct. 3.25oz	\$1.41 .235
78749	53% WGW Hamburger 16 ct	\$1.96 .123

\*All other items not listed on bid will be at normal market price.

563-583-5791

If you should have any billing or pricing issues, please contact Cathy Mohr 800-755-4622 x 230.

If you have any services issues, please contact your servicing depot in Ankeny 800-362-1638.

Thank you for considering Earthgrains for your bakery product needs.

Best Regards,

*Shawn Crouse*

Shawn Crouse  
Director of Sales - Iowa

	Sara Lee	Pan-O-Gold
gwg white bread	.058	.052
Hot Dog	.123	.110
Hamb	.123	.110
Sm Hamb	.123	.096

②



## 28E AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of November, 2012, by and between the \_\_\_\_\_ Community School District, and the Des Moines Independent Community School District, school corporations existing pursuant to Chapter 274, Code of Iowa.

WHEREAS both parties are school corporations organized and existing under the laws of the state of Iowa and are each a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS a public agency may enter into an agreement with another public agency for joint and cooperate action pursuant to Iowa Code Chapter 28E; and

WHEREAS, pursuant to Section 280.15, Code of Iowa, schools may jointly employ and share the services of any school personnel, or acquire and share the use of classrooms, laboratories, equipment, and facilities; and

WHEREAS, a school district which does not have vocational and other specialized high school courses or programs, established and approved under Chapter 258, may permit a resident student to attend school in another district which has such a course or program pursuant to Section numbers 280.15 and Subsection 2 of Section 282.7, Code of Iowa; and

WHEREAS, the Des Moines Independent Community School District, in order to establish Central Campus as a Regional Academy, will work collaborative with the \_\_\_\_\_ Community School District to establish, modify, enhance, and evaluate programming. The Parties agree that the programming will meet the intent of Section 261E.9 of the Code of Iowa; and

WHEREAS, the Des Moines Independent Community School District has available the personnel, classrooms, laboratories, equipment, and facilities necessary to provide specialized programs for students residing in and attending the Des Moines Independent Community School District and the \_\_\_\_\_ Community School District to jointly utilize school personnel, classrooms, laboratories, equipment, and facilities for providing vocational and other specialized programs; and

WHEREAS, the parties have now determined that their needs in regard to vocational and other specialized programs can best be met by an agreement executed pursuant to Chapter 28E of the Code.

NOW, THEREFORE, the parties agree as follows:



Section 1. Purpose. The purpose of this agreement is to provide a means by which the parties may jointly and cooperatively proceed under the provisions of Chapter 28E, Section 280.15, 282.7, and 282.20 of the Code to jointly share the services of school personnel, acquire and make available to resident students of the \_\_\_\_\_ Community School District, vocational or any other specialized program.

Section 2. Duration. This agreement shall become effective on execution by the parties and as provided in Section 8 and shall continue in effect until it is terminated as provided in Section 8.

Section 3. Governance. This Agreement is a voluntary joint undertaking of the Des Moines Independent Community School District and the \_\_\_\_\_ Community School District, pursuant to Iowa Code Chapter 28E of the Code of Iowa. It is not the intent of the School District or Union to create a new or separate legal or administrative entity for the governance or administration of the terms or subject matter of this Agreement.

Section 4. Administration. The Des Moines Independent Community School District shall be the administrative agency responsible for the administration of the vocational or other specialized programs. The Des Moines Independent Community School District shall administer the programs, and provide all personnel, classrooms, laboratories, equipment, and facilities.

The Agreement will be administered day-to-day by the Des Moines Independent Community School District's Director of Central Campus, on behalf of the Des Moines Independent Community School District and superintendent, [position], on behalf of the \_\_\_\_\_ Community School District.

Additionally, the Des Moines Independent Community School District has established the CC Advocacy Committee comprised of various representatives from the sending districts to facilitate, enhance and foster collaborative efforts and establishment of common goals.

Section 5. Property. It is not contemplated that any real or personal property will be acquired or held for the purpose of carrying out the terms of this Agreement.

Section 6. Financing. The purpose of a regional academy established pursuant to this section shall be to build a culture of innovation for students and community, to diversify educational and economic opportunities by engaging in learning experiences that involve students in complex, real-world projects, and to develop regional or global innovation networks. The \_\_\_\_\_ Community School District agrees to reimburse the Des Moines Independent Community School District for the costs associated with the collaborative programming instead of a straight tuition model.



Funding generated by the supplementary weighting received by the \_\_\_\_\_ Community School District shall be used for any or all of the following activities: bussing; other allowable travel expenses; administration; counselors; schedulers; advertisement of course offerings at the Regional Academy; longitudinal or follow-up studies on the success of students attending the Regional Academy; work related to any prerequisite or course leading to the Regional Academy; and other appropriate expenditures, if any as explained in exhibit B, incorporated herein by reference. The \_\_\_\_\_ Community School District shall include students enrolled who reside within the \_\_\_\_\_ Community School District in its annual Attendance Report to the Iowa Department of Public Instruction.

Reimbursement is to be paid upon receipt of invoice submitted by the Des Moines Independent Community School District not later than the 15th day of June of each year.

Section 7. Personnel. Personnel employed pursuant to this Agreement shall be governed by the existing personnel practices of the Des Moines Independent Community School District. The Des Moines Independent Community School District shall have the sole authority for hiring, training, evaluation, and dismissal of all persons employed pursuant to this agreement.

Section 8. Enrollment. Students to be provided vocational courses or specialized programs shall be enrolled in the Des Moines Independent Community School District at the time classwork begins. The Des Moines Independent Community School District shall determine the availability of space in a particular program or course. A copy of the enrollment information shall be forwarded by the administrative agency to the \_\_\_\_\_ Community School District (Central District Office). This enrollment report shall contain the following: name and address of the student, course or subject in which enrolled grade level, class sessions per week, using the formula found on Department of Public Instruction Form AF-1 (Shared-Time Attendance Report) and the length of course in weeks.

This report shall be forwarded no later than the second Friday in September, or as otherwise agreed to by the Parties, to \_\_\_\_\_ Community School District for all students attending the Des Moines Independent Community School District who are residents of the \_\_\_\_\_ Community School District.

The \_\_\_\_\_ Community School District shall include such students in its basic enrollment. \_\_\_\_\_ Community School District students shall be subject to the student discipline policies of the Des Moines Independent Community School District while enrolled in the vocational or other specialized programs and when on the premises of the Des Moines Independent Community School District. Any serious breach of the district's student discipline policy shall be grounds for immediate termination of the service(s) provided to the

student.

Section 9. Termination. This agreement may be terminated as follows:

- A. By a written agreement executed by all parties;
- B. By the Board of Directors of one of the parties adopting a resolution that this Agreement shall terminate at the close of the fiscal year, unless prior to expiration of the current fiscal year the resolution is repealed and notice is given in writing.
- C. Upon the effective date of any law that renders this Agreement invalid or illegal to the extent that the intent and purpose of the Agreement cannot be carried out.

Section 10. Effective Date. It is the intent of the parties that this agreement is retroactive and shall be effective \_\_\_\_\_.

ATTEST:

By \_\_\_\_\_  
Secretary, Board of Directors

DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT  
By \_\_\_\_\_  
President, Board of Directors

ATTEST:

By \_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_ COMMUNITY  
SCHOOL DISTRICT  
By \_\_\_\_\_  
President, Board of Directors



Sec. 15. Section 261E.9, subsections 1 through 3, Code 2011, are amended to read as follows:

1. a. A regional academy is a program established by a school district to which multiple school districts send students in grades nine through twelve, and which may include internet-based coursework and courses delivered via the Iowa communications network. A regional academy shall include in its curriculum advanced-level courses and may include in its curriculum career and technical courses. A school district establishing a regional academy may collaborate and partner with, enter into an agreement pursuant to chapter 28E with, or enter into a contract with, one or more school districts, area education agencies, community colleges, accredited public and private postsecondary institutions, accredited nonpublic schools, businesses, and private agencies located within or outside of the state.

b. The purpose of a regional academy established pursuant to this section shall be to build a culture of innovation for students and community, to diversify educational and economic opportunities by engaging in learning experiences that involve students in complex, real-world projects, and to develop regional or global innovation networks.

c. If a school district establishing a regional academy in accordance with this section submits a plan to the department for approval that demonstrates how the regional academy will increase and assess student achievement or increase and assess competency-based learning opportunities for students, the department may waive or modify any statutory or regulatory provision applicable to school districts except the department shall not waive or modify any statutory or regulatory provision relating to requirements applicable to school districts under chapters 11, 21, 22, 216, 216A, 256B, 279, 284, and 285; or relating to contracts with and discharge of teachers and administrators under chapters 20 and 279; or relating to audit requirements under section 256.9, subsection 20, and section 279.29.

2. a. A regional academy course shall not qualify as a concurrent enrollment course include in its curriculum advanced level courses.

b. A regional academy may include in its curriculum virtual or internet-based coursework and courses delivered via the Iowa communications network, career and technical courses, core curriculum coursework, courses required pursuant to section 256.7, subsection 26, or section 256.11, subsections 4 and 5, and asynchronous learning networks.

3. School districts participating in regional academies are eligible for supplementary weighting as provided in section 257.11, subsection 2. The school districts participating in the regional academy shall enter into an agreement on how the funding generated by the supplementary weighting received shall be used and shall submit the agreement to the department for approval

**28E Agreements and Senior Year Plus  
(Concurrent Enrollment/Shared Programming)**

**How does Funding Work?**

**I. 28E Agreement with Central Campus**

Cost to Sending District (paid to DMPS)

The sending district pays DMPS the percent of the annual state student aide for the % of time the student attends Central Campus

Student attending Central Campus for four blocks for one year =  $\$6069 \times .5 = \$3034$

Student attending Central Campus for two blocks for one year =  $\$6069 \times .25 = \$1517$

**II. 28E Agreements and Senior Year Plus (Concurrent Enrollment/Shared Programming)**

Payment to Sending District (received from state)

The sending district reports the 28E arrangement to the state through Project Easier and receives funding based on the following formula:

(# of students) x (% of shared time) x (length of year) x (Academic/CTE class\*\*) x (state student aide)

Example:

**\*\*Academic Class Reimbursement:**

four blocks, full year:  $.5 \times 1 \times .46 \times 6069 = \$1400$

two blocks, full year:  $.25 \times 1 \times .46 \times 6069 = \$700$

**\*\*Career and Technical (CTE) Class Reimbursement:**

four blocks, full year:  $.5 \times 1 \times .70 \times 6069 = \$2124$

two blocks, full year:  $.25 \times 1 \times .70 \times 6069 = \$1062$

**III. Net Cost**

Net Cost for District to send student to Central Campus (difference between payment to DMPS and reimbursement from state)

<b>Academic Class</b>	Four Block- \$1634
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	Two Block- \$817
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<b>CTE Class</b>	Four Block- \$910
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	Two Block- \$455
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\*State student aide for one full time student

\*\*Reimbursement set by state for Academic and Career and Technical courses



## **EASEMENT**

Legal description: Mutual Plat Lot 15 & 150' of the South 264' of Lot 13 of Mutual Plat in the Town of Minburn (Parcel 07-07-227-008); Mutual Plat Lot 3 & South 25' of Lot 2 in the Town of Minburn (Parcel #07-07-227-011); Mutual Plat S 142' of Lot 2 except Parcel A and except South 25' of Lot 2 in the Town of Minburn (Parcel #07-07-227-015)

Local Address: 618 5th, Minburn, IA

**This Easement and Agreement is by and between Adel DeSoto Minburn Community School District, their successors and assigns, (hereinafter the "Property Owner") and the City of Minburn, (hereinafter "City").**

The City of Minburn, through its City Council, has adopted a municipal wastewater collection and treatment system and each owner of property located within the city limits and serviceable area of the City shall be connected to a wastewater disposal system provided by the City.

**The Property Owner as the owner of record of the real estate described above, in consideration of \$1.00 and other valuable Consideration and mutual promises contained herein, hereby grants, sells, transfers and conveys to the City of Minburn, an affirmative and perpetual easement in, to and running with the above described real estate for the purpose of removal of existing wastewater facilities and for the construction, operation, maintenance, removal and replacement of a wastewater disposal system, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of the Property Owner for the purpose of carrying out said activities.**

The facilities installed may include, but not be limited to, one or more service lines, individual grinder pumps and pit, remote meter readout and appurtenances thereto as necessary for the proper operation of the wastewater disposal system. Electrical power costs for operating the system owned by the City of Minburn and located on the Property Owner's premises shall be borne by the Property Owner.



The Property Owner shall be prohibited from permitting, constructing, parking, planting, or otherwise placing structures, fences, driveways, gardens, trees (voluntary or planted), shrubs or overgrowth of grasses or weeds in or over the designated easement area prior to or during construction of the wastewater disposal system without the advance written permission of the City.

The City or its designee shall backfill, shape and regrade the area disturbed during repair or reconstruction the Property Owner's property. The Property Owner shall be responsible for any seeding, sodding and replanting of grades, trees and shrubs as a result of repair or reconstruction of the wastewater disposal system.

All domestic septic and sewage wastewater existing in the building, including water from sinks, tubs, showers, water softeners, and laundry facilities shall be routed to the wastewater disposal system. **No groundwater or storm water, including water from sump pumps, drainage tile, eaves and gutters or cisterns shall be drained into the disposal system.**

**The City shall make all necessary repairs to the wastewater disposal system; however, the cost of repairing any damages caused by the Property Owner's abuse or misuse of the system, as determined by the City, shall be charged to the Property Owner.**

**Property Owner further agrees to maintain full and complete access to the grinder pump and pit for purposes of maintenance, and in doing so, the Owner will not construct, park or otherwise place any structures, fences, driveways, gardens, trees (voluntary or planted) that will prohibit access to the grinder pump and pit.**

The Property Owner shall abide by all terms and conditions of the ordinances of the City of Minburn regulating wastewater treatment and disposal, including any amendments thereto.

Dated \_\_\_\_\_, 2012

\_\_\_\_\_  
Board President of Adel DeSoto Minburn Community School District

ATTEST:

\_\_\_\_\_  
Secretary of Adel DeSoto Minburn Community School District

STATE OF IOWA, DALLAS COUNTY, ss:

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by \_\_\_\_\_, who did say he/she is the Board President of Adel DeSoto Minburn Community School District and by \_\_\_\_\_, who did say he/she is the Secretary of the Adel DeSoto Minburn Community School District.

\_\_\_\_\_  
Notary Public