

Red Oak Community School District

904 Broad Street

Red Oak, Iowa 51566

www.redoakschooldistrict.com

Regular Board of Directors Meeting

Meeting Location: Sue Wagaman Board Room
Webster Building

Monday, June 27, 2011 – 6:00 pm

- Agenda -

1.0 Call to Order – Board of Directors President Lee Fellers

2.0 Roll Call – Board of Directors Secretary Shirley Maxwell

3.0 Approval of the Agenda – President Lee Fellers

4.0 Communications

4.1 Celebration of Success – 2011 Red Oak High School Tennis Team

4.2 Visitors and Presentations

★ Pictorial Review of the First Annual Virtual Reality Education Pathfinder Conference in Red Oak

★ Summer Snapshots of District Action: Summer School, Summer Lunch Program, Summer Maintenance Projects

4.3 Correspondence

5.0 Consent Agenda

5.1 Review and Approval of Minutes from June 13, 2011

5.2 Review and Approval of Monthly Business Reports

5.3 Education Services Agreement

5.4 Personnel Considerations

5.5 Final Reading Board Policies Revisions and Adoptions

5.6 Resolution for Payment of Vouchers – Close of the Fiscal/Budget Year

6.0 General Business for the Board of Directors

6.1 Old Business

6.1.1 Employee Manual – Review and Adoption

6.2 New Business

6.2.1 School Handbook Adoptions for the 2011 – 2012 School Year

6.2.2 Fees and Assessments for the 2011 – 2012 School Year

6.2.3 Board of Director Policy Review and Updates

6.2.4 Progress Report: One-to-One Computer Initiative and Equipment Planning for FY
12 – Tech Director Bob Deter

6.2.5 Lease Agreement with the Southwestern Community College – Review by the
Superintendent

6.2.6 Report from the Director's Subcommittee for Facilities and Operations and
Maintenance Director Pete Wemhoff

6.2.7 Business Manager's Report: Projections, District Property Insurance Update, Asset
Inventory Update

6.2.8 Shared Management Positions Update, Review and Action for Continuation in FY
12

6.2.9 Personnel Considerations: Resignations and Recommendations

7.0 Reports

7.1 Administrative

7.2 Future Conferences, Workshops, Seminars

7.3 Other Announcements

8.0 Next Board of Directors Meeting:

Please note the special meeting day and time for the only meeting in July

Thursday, July 14, 2011 – 6:00 pm
Sue Wagaman Board Room
Webster Building

9.0 Adjournment

Item 4.0 Communications

4.1 Good News and Affirmations from Red Oak Schools

Celebration of Success – 2011 Red Oak High School Tennis Team

Please welcome Tiger Tennis Coaches Dan and Nita Martinez! They are accompanied by many team members and parents of team members. For the second consecutive year, the tennis team celebrates State Champions Emily and Rachel Pierson. Their playing careers at Red Oak High will be long remembered.

This evening, the Board of Directors is asked to present official certificates of recognition to the players and coaches.

Following the presentations, the Directors are asked to recess for refreshments and personal greetings.

4.2 Visitors and Presentations

It is quite an active summer for Red Oak Schools. Rather than have staff presentations the Directors will instead see a pictorial update. Please allow a few minutes for this.

First Annual Virtual Reality Education Pathfinder Conference –

Red Oak hosted this on 6.22 and 6.23. Tech Director Bob Deter facilitated the conference offering assistance, information, and other requests from conference leadership. Director Warren Hayes was in attendance for part of conference and may have a few comments for the Directors.

4.3 Correspondence

Any correspondence received and important to the governing body is shared at the table.

Item 5.0 Consent Agenda

BACKGROUND INFORMATION: The following items are presented for approval in one formal motion. Should any director have a question or would like for an item to be placed on the regular discussion agenda, please notify Board Secretary Shirley Maxwell in advance of the meeting.

Enclosed are reference pages for:

5.1 Review and Approval of the Minutes from June 13, 2011

The minutes are enclosed for your review. Unless there are suggested changes, they are submitted for approval by Board Secretary Shirley Maxwell.

5.2 Review and Approval of the Monthly Business Reports

Payment vouchers are ready for approval. As the rush is made to the end of the fiscal year, the number of bills seems to increase. There could be some last minute bills for payment placed at the table prior to the meeting. Business Manager Shirley Maxwell is available to answer any questions concerning the expenditures.

5.3 Education Service Agreements

Enclosed for your review:

Woodward – Granger Community School District – enclosed is an inter-agency agreement to provide special education services for what is intended as the 2010 – 2011 school year. This should be approved as presented.

5.4 Personnel Considerations

At publication time there were not personnel items to place on the consent agenda.

5.5 Final Reading of Board Policies Revisions and Adoptions

Enclosed are the final documents for board policies given tentative approval at the June 13 meeting. Please adopt the following this evening:

Code No. 201 – Board of Directors Elections

Item 5.5 – continued

Code No. 202.3 – Term of Office

Code No. 206.1 – President

Code No. 206.3 – Secretary Treasurer

Code No. 209.3 – Dissemination of Policy

Code No. 210.2 – Regular Meeting

Code No. 216.2 – Board of Directors’ Member Development and Training

Code No. 701.4 – Governmental Accounting Practices and Regulations

5.6 Resolution (motion) for Payment of Vouchers

– Close of the Fiscal/Budget Year

Business Manager Shirley Maxwell has requested formal Director authorization to pay bills at the end of the fiscal year - June 30, 2011. The rationale from the business manager is: *“Some schools will pass the following motion that will allow payment of some of the end of year bills before June 30th. Helps out with accruing so many bills.”*

The formal motion, if approved on this consent agenda would be:

The Board of Directors authorizes approval of year-end expenditures on June 30, 2011 contingent upon funds available.

SUGGESTED BOARD ACTION: It is recommended the board of directors approve the following consent agenda items:

- Minutes from June 13, 2011
- Monthly business reports as presented
- Authorization to pay bills accrued by June 30, 2011
- Approval of an education services agreement with the Woodward-Granger Community School District
- Final reading and adoption of board policies 202.3, 206.1, 206.3, 209.3, 210.2, 216.2, and 701.4

Red Oak Community School District
Regular Board of Directors Meeting

Meeting Location: Sue Wagaman Board Room, Webster Building, Red Oak, Iowa
Monday, June 13, 2011

This regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Lee Fellers at 6:00 p.m.

PRESENT:

Directors: Lee Fellers, Charla Schmid, Elizabeth Dilley, Warren Hayes,
Terry Schmidt, Superintendent & Shirley Maxwell, Board Secretary

Absent: Paul Griffen

APPROVAL OF AGENDA

Director Hayes moved and Director Schmid seconded to approve the agenda as presented. The motion carried unanimously.

APPROVAL OF CONSENT AGENDA

Director Dilley moved and Director Hayes seconded to approve the consent agenda as presented. The motion carried unanimously.

- Approval of Minutes from May 23 and June 1, 2011
- Approval of Monthly Business Reports
- Approval of resignations from Juan Batula, ROHS Assistant Football Coach, and Rebecca Peterson, ROHS Guidance Secretary

NEW BUSINESS

2009 – 2010 SCHOOL AUDIT REVIEW

Mr. Bruce Frink, School Auditor, joined the meeting by teleconference. Bruce reported on the 2010 financial highlights. Director Hayes moved and Director Dilley seconded to accept the 2009-2010 Audit. The motion carried unanimously.

CLOSED SESSION

Motion by Director Hayes seconded by Director Dilley to go into closed session at 6:39 p.m. per section 21.5(l)i [To evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.]” The Board came out of closed session at 7:00 p.m. The motion carried unanimously.

MOTION by Director Hayes seconded by Director Dilley to restore the years of service for Bus Driver, Carol Keast. The motion carried unanimously.

PERSONNEL CONSIDERATIONS

Motion by Director Dilley seconded by Director Schmid to approve a contract to Jim Kohout as High School/Middle School Mathematics Teacher for the 2011-12 school year. The motion carried unanimously.

Motion by Director Hayes seconded by Director Dilley to approve a contract to Arlin Top as a Red Oak Middle School Special Education Instructor for the 2011-12 school year. The motion carried unanimously.

Motion by Director Schmid seconded by Director Dilley to approve a contract to Tiegen Podliska as Middle School Social Studies Teacher for the 2011-12 school year. The motion carried unanimously.

Motion by Director Schmid seconded by Director Hayes to accept the resignation of Tom VanDyke as High School Physical Education Teacher and Head Wrestling Coach. The motion carried unanimously.

GOAL REVIEW

High School Principal Jedd Sherman discussed the Board of Directors goal in secondary learning affecting scheduling concepts. He presented testing information on: ITED, ACT, graduation rates, dropout data, and block scheduling versus an eight period day. It was suggested by the Directors to look at scheduling and sharing possibilities with other districts.

DISCUSSIONS

Red Oak Community School District's proposed employee manual was reviewed and discussed. This will be continued on the next Board Agenda.

POLICY REVIEW AND UPDATE

Director Dilley moved and seconded by Director Hayes to approve the first reading of affected Section 200 board policies. The motion carried unanimously.

ACCOUNTING PRACTICES

Director Schmid moved and seconded by Director Hayes to tentatively accept Code No. 701.4 Governmental Accounting Practices and Regulations Review. The motion carried unanimously.

BOARD MEETING SCHEDULE

The board discussed the board meeting schedule for June, July, August, and September 2011. Additional discussion will take place at the June 27 meeting.

ADJOURNMENT

Director Schmid moved and Director Hayes seconded to adjourn at 9:05 p.m. The motion carried unanimously. The next regular Board of Directors meeting will be Monday, June 27, 2011, 6:00 p.m. in the Sue Wagaman Board Room at the Webster Building.

Lee Fellers, President

Shirley Maxwell, Board Secretary

RED OAK COMMUNITY SCHOOL DISTRICT
EXPENDITURES/EXPENSES TO CERTIFIED BUDGET COMPARISON
MAY 2011

| | GENERAL | MGMNT | PEEL | DEBT SERVICE | CAPITAL PROJECTS | ACTIVITY FUND | ENTERPRISE | NUTRTION | TOTAL USED | PUB BUDGET | % OF BUDGET | Amt left |
|------------------------|---------------|------------|--------------|--------------|------------------|---------------|------------|--------------|---------------|---------------|-------------|--------------|
| INSTRUCTION | 7,707,582.08 | 258,461.65 | 639.99 | | | 216,844.87 | | | 8,183,528.59 | 10,174,770.00 | 80.43% | 1,991,241.41 |
| SUPPORT SERVICES | 3,420,709.96 | 102,875.54 | 384,698.30 | | | | | 1,180.26 | 3,909,464.06 | 4,259,217.00 | 91.79% | 349,752.94 |
| NON-INSTRUCTION | | 1,632.16 | | | | | 5,461.71 | 507,253.33 | 514,347.20 | 1,018,614.00 | 50.49% | 504,266.80 |
| FACILITIES ACQ & CONST | | | 47,137.04 | | | | | | 47,137.04 | 1,511,432.00 | 3.12% | 1,464,294.96 |
| DEBT SERVICE | | | 395,555.00 | 754,498.79 | 353,855.90 | | | | 754,498.79 | 805,763.00 | 93.64% | 51,264.21 |
| AEA FLOW THROUGH | 530,993.00 | | | | | | | | 530,993.00 | 533,152.00 | 99.60% | 2,159.00 |
| OPERATING TRANSFERS | | | 395,555.00 | | | | | | | 805,763.00 | 0.00% | |
| TOTAL | 11,659,285.04 | 362,969.35 | 1,223,585.33 | 754,498.79 | 353,855.90 | 216,844.87 | 5,461.71 | 508,433.59 | 13,939,968.68 | 19,108,711.00 | 72.95% | |
| PUBLISHED BUDGET | 13,582,051.00 | 469,217.00 | 1,305,469.00 | 805,763.00 | 1,456,726.00 | 470,871.00 | 17,754.00 | 1,000,860.00 | 19,108,711.00 | | | |
| % USED | 85.84% | 77.36% | 93.73% | 93.64% | 24.29% | 46.05% | 30.76% | 50.80% | | | | |

| | General Fund | Management | PEEL | Debt Service | Capital Projects | Activity Fund | Enterprise | Nutrition |
|-------------------|---------------|------------|--------------|--------------|------------------|---------------|------------|------------|
| Estimated Revenue | 13,500,000.00 | 479,000.00 | 521,000.00 | 750,175.00 | 705,000.00 | 228,632.00 | 4,100.00 | 592,200.00 |
| To date Expense | 11,659,285.04 | 362,969.35 | 1,223,585.33 | 754,498.79 | 353,855.90 | 216,844.87 | 5,461.71 | 508,433.59 |
| | 1,840,714.96 | 116,030.65 | -702,585.33 | (4,323.79) | 351,144.10 | 11,787.13 | (1,361.71) | 83,766.41 |
| | | Bus Lease | 295,504.00 | | | | | |
| | | | -407,081.33 | | | | | |

| | Budget | Exp to Date | Balance |
|------------------|---------------|---------------|--------------|
| Four Line Budget | | | |
| Instruction | 10,174,770.00 | 8,183,528.59 | 1,991,241.41 |
| Support Services | 4,259,217.00 | 3,909,464.06 | 349,752.94 |
| Non Instr Progr | 1,018,614.00 | 514,347.20 | 504,266.80 |
| Other Exp | 2,850,347.00 | 1,332,628.83 | 1,517,718.17 |
| | 18,302,948.00 | 13,939,968.68 | 4,362,979.32 |

May 2011 RECONCILIATIONS

| | GENERAL FUND | AMERICAN RECOVERY ACT (STIMULUS) | MANAGEMENT | PHYSICAL PLANT AND EQUIPMENT LEVY | DEBT SERVICE | CAPITAL PROJECTS |
|--------------|----------------|----------------------------------------|--------------|-----------------------------------------|--------------|---------------------|
| Beg. Balance | \$2,372,759.72 | \$0.00 | \$199,676.54 | \$1,227,636.51 | \$0.00 | \$1,391,261.41 |
| Revenue | \$1,023,407.59 | \$0.00 | \$23,289.47 | \$11,134.72 | \$379,281.03 | \$54,805.45 |
| Expenditure | \$967,780.76 | \$0.00 | \$0.00 | \$25,014.10 | \$378,870.00 | \$353,855.90 |
| Balance | \$2,428,386.55 | \$0.00 | \$222,966.01 | \$1,213,757.13 | \$411.03 | \$1,092,210.96 |
| | | | | | | \$1,092,621.99 |

| | | |
|-----------------------|--------------------|----------------|
| Checking Account .35% | Checking Account | \$4,993,881.65 |
| | Outstanding Checks | \$36,149.97 |
| | | \$4,957,731.68 |

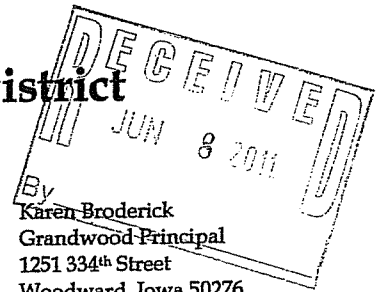
| | ACTIVITY FUND | ENTERPRISE | NUTRITION FUND | FLEX FUND |
|--------------|---------------|-------------|----------------|-------------|
| Beg. Balance | \$223,480.50 | \$13,891.59 | \$386,209.55 | \$12,137.91 |
| Revenue | \$15,483.12 | \$339.83 | \$16,773.85 | \$3,982.28 |
| Expenditure | \$15,968.95 | \$2,316.56 | \$46,778.32 | \$2,845.97 |
| Balance | \$222,994.67 | \$11,914.86 | \$356,205.08 | \$13,274.22 |

| | | |
|-----------------------|--------------|--------------|
| Checking Account .35% | \$240,828.34 | \$366,930.75 |
| Outstanding cks | \$5,918.81 | \$10,725.67 |
| Book Balance | \$234,909.53 | \$356,205.08 |

COPY

Woodward-Granger Community School District

Serving the Communities of Woodward and Granger



Jody Gray
Superintendent
306 West Third Street
Woodward, Iowa 50276
515-438-4333
Fax 515-438-4329

Linda Carroll
Director of Curriculum
306 West Third Street
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Jodi Bermel
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306 West Third Street
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515-438-2115
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2200 State Street
Granger, Iowa 50109
515-999-2357
Fax 515-999-9299

Karen Broderick
Grandwood Principal
1251 334th Street
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515-438-3240
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Building Futures, One Student at a Time

INTER-AGENCY AGREEMENT FOR SPECIAL EDUCATION INSTRUCTIONAL PROGRAM 2010-2011

This agreement is entered into Red Oak CSD and the WOODWARD-GRANGER COMMUNITY SCHOOL DISTRICT.

We, the undersigned agencies, for each special education student being provided services or programs by other than the student's agency of residence, do hereby consent and agree to the following conditions:

CONDITION I

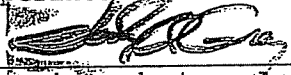
The receiving agency shall provide instructional services and programs for the students referred for special education classes in accordance with the State of Iowa Department of Education Rules and Regulations and in accordance with the state laws governing such services and the delivery thereof (Chapters 273, 281 and 442). The receiving agency shall retain the right to limit enrollment.

CONDITION II

The cost of the above services shall be paid by the sending agency to the receiving agency and shall be actual costs incurred in providing these services and programs. Payment of these actual costs will be determined in the following manner:

- A. The receiving agency shall provide the sending agency with SEMIANNUAL INVOICES for the actual costs of services and programs of the current school year. The first invoice will include an estimate of the costs and the final invoice will include the actual costs for the entire year including administrative costs minus previously paid amounts. Cost will be prorated to the days of service if the service is for less than one year.
- B. For Special education services provided by the Woodward Youth Academy, located within the Woodward-Granger School District, tuition invoices shall be forwarded to the sending agency when Woodward Academy makes costs known to the W-G Business Office.
- C. The receiving district shall provide the sending agency with an itemized final statement of the actual costs of services and itemize any payments received toward the cost.

Signed _____ Date _____
Superintendent or Authorized Agent Designee of Sending District

Signed  _____ Date June 2, 2011
Superintendent or Authorized Agent Designee, W-G Community School

Contract Services provided for: _____ **Level 2**
Student Name _____ Special Ed Weighting

Start Date **08/26/2010**
End Date: **06/09/2011** Academy Special Education Program

Return one signed copy to:

Attention: Woodward-Granger Schools, 306 W. 3rd Street, Woodward, IA 50276.

BOARD OF DIRECTORS' ELECTIONS

The annual school election takes place on the second Tuesday in September of odd-numbered years. Each annual school election is used to elect at least one citizen to the board to maintain a 5-member board and to address other questions that must be submitted to the voters.

Citizens of the school district community seeking a seat on the board must file their nomination papers with the board secretary, or the board secretary's designee, between sixty-four and forty days before the school election unless otherwise directed.

If a vacancy occurs on the board it may be filled by appointment within 30 days of the vacancy. If the board does not fill the vacancy by appointment, the board secretary will call a special election to fill the vacancy. Candidates for a seat created by a vacancy must file their nomination papers 25 days before the special election.

It is the responsibility of the county commissioner of elections to conduct school elections.

Legal Reference: Iowa Code §§ 39; 45; 47-53; 56-57; 63, 69; 274.7; 277; 278.1, 279.7 (2007).

Cross Reference: 202 Board of Directors Members
203 Board of Directors' Conflict of Interest

Approved: February 12, 1996 Reviewed: March 14, 2005, Revised: June 13, 2011
May 29, 2007, June 13, 2011

Red Oak Community School District

TERM OF OFFICE

Board members elected for a full term at a regularly scheduled school election in September, of odd-numbered years, serve for four years. Board members appointed to fill a vacant position will serve until the next scheduled school election. A board member elected to fill a vacancy will serve out the unexpired term.

Being a board member is a unique opportunity for a citizen to participate on a governing board of the school district. Eligible board members are encouraged to consider running for more than one term.

Legal Reference: Iowa Code §§ 69.12; 274.7; 279.6-.7 (2007).

Cross Reference: 201 Board of Directors' Elections
202 Board of Directors Members

Approved: February 12, 1996, Reviewed: March 14, 2005, Revised: June 13, 2011
May 29, 2007, June 13, 2011

Red Oak Community School District

PRESIDENT

It is the responsibility of the board president to lead a well-organized board in an efficient and effective manner. The board president will set the tone of the board meetings and, as the representative of the consensus of the board, speak on behalf of the board to the public.

The president of the board is elected by a majority vote at the organizational meeting in odd-numbered years, or at the annual meeting in even-numbered years, to serve a one year term of office.

The president, in addition to presiding at the board meetings, will take an active role in board decisions by discussing and voting on each motion before the board in the same manner as other board members. However, before making or seconding a motion, the board president will turn over control of the meeting to either the vice-president or other board member.

The board president has the authority to call special meetings of the board. Prior to board meetings, the board president will consult with the superintendent on the development of the agenda for the meeting.

The board president, as the chief officer of the school district, will sign employment contracts and sign other contracts and school district warrants approved by the board and appear on behalf of the school corporation in causes of action involving the school district.

Legal Reference: Iowa Code §§ 279.1-.2; 291.1 (2007).

Cross Reference: 200.1 Organization of the Board of Directors
202.2 Oath of Office
206.2 Vice-President

Approved: February 12, 1996, Reviewed: March 14, 2005, Revised: June 13, 2011.
May 29, 2007, June 13, 2011

SECRETARY-TREASURER

A board secretary-treasurer may be appointed from employees, other than a position requiring a teaching certificate, or from the public. To finalize the appointment, the board secretary-treasurer will take the oath of office during the meeting at which the individual was appointed or no later than ten days thereafter. It is the responsibility of the board to evaluate the board secretary-treasurer annually.

It is the responsibility of the board secretary-treasurer, as custodian of school district records, to preserve and maintain the records and documents pertaining to the business of the board; to keep complete minutes of special and regular board meetings, including closed sessions; to keep a record of the results of regular and special elections; to keep an accurate account of school funds; to sign warrants drawn on the school funds after board approval; and collect data on truant students. The board secretary-treasurer will also be responsible for filing the required reports with the Iowa Department of Education.

It is the responsibility of the secretary-treasurer to oversee the investment portfolio, to receive funds of the school district, to pay out the funds for expenses approved by the board, to maintain accurate accounting records for each fund, to report monthly regarding the investment portfolio and the status of each fund and to file required reports with the appropriate state agencies and other entities. It will also be the responsibility of the secretary-treasurer to coordinate the financial records, the financial reports, the cash flow needs and the investment portfolio of the school district.

In the event the board secretary-treasurer is unable to fulfill the responsibilities set out by the board and the law, the board will appoint a protem secretary-treasurer to assume those duties until the board secretary-treasurer is able to resume the responsibility or a new board secretary-treasurer is appointed. The board secretary-treasurer will give bond in an amount set by the board. The cost of the bond will be paid by the school district.

Legal Reference: Iowa Code §§ 12B.10; 12C; 64; 279.3, .5, .7, .31-.33, .35; 291.2-.4, .6-.15;
299.10, .16 (2007).
281 I.A.C. 12.3(1).
1978 Op. Att'y Gen. 328.

Cross Reference: 202.2 Oath of Office
210.1 Annual Meeting
215 Board of Directors' Records
501.10 Truancy - Unexcused Absences
704.3 Investments
707 Fiscal Reports
708 Care, Maintenance and Disposal of School District Records

Approved: February 12, 1996,

Reviewed: March 14, 2005,
June 13, 2011

Revised: May 29, 2007,
June 13, 2011

DISSEMINATION OF POLICY

The board policy manual is available electronically. Persons unable to access the policy manual Electronically should contact the board secretary for assistance.

Copies of changes in board policy will also be included in or attached to the minutes of the meetings in which the final action was taken to adopt the new or changed policy.

Legal Reference: Iowa Code §§ 277.31; 279.8 (2007).
281 I.A.C. 12.3(2).

Cross Reference: 200.3 Responsibilities of the Board of Directors
209 Board of Directors' Management Procedures

Approved: February 12, 1996, Reviewed: March 14, 2005 Revised: June 13, 2011
May 29, 2007, June 13, 2011

REGULAR MEETING

The regular meeting time and date will be set by the board at its organizational meeting. In general, the regular meetings of the board will be held on the second and fourth Mondays of each month. The board will adopt the official meeting schedule through September of each year at its organizational meeting.

Meetings will begin promptly at 6:00 p.m. The board will adhere to this meeting date schedule unless the board requires additional meetings or, due to circumstances beyond the board's control, the meeting cannot be held on the regular meeting date, and the meeting will be re-scheduled at the board's convenience. Public notice of the meetings will be given.

Legal Reference: Iowa Code §§ 21.3, .4; 279.1 (2007).
1980 Op. Att'y Gen. 148.

Cross Reference: 200.1 Organization of the Board of Directors
210 Board of Directors' Meetings

Approved: February 12, 1996

Reviewed: March 14, 2005
May 29, 2007, June 13, 2011

Revised: June 13, 2011

BOARD OF DIRECTORS' MEMBER DEVELOPMENT AND TRAINING

The board may participate in conferences sponsored by educational associations and agencies in addition to its own in-service programs and work sessions.

The board will work closely with the Iowa Association of School Boards' Academy of Board Learning Experiences and encourage the board members to participate in conferences to achieve the Better Boardsmanship Award.

Legal Reference: Iowa Code §§ 279.8, .38 (2011).

Cross Reference: 216.1 Association Membership

Approved:

Reviewed: June 13, 2011

Revised: June 13, 2011

GOVERNMENTAL ACCOUNTING PRACTICES AND REGULATIONS

School district accounting practices will follow state and federal laws and regulations, generally accepted accounting principles (GAAP) and the uniform financial accounting system provided by the Iowa Department of Education. As advised by the school district's auditor, determination of liabilities and assets, prioritization of expenditures of governmental funds and provisions for accounting disclosures shall be made in accordance with governmental accounting standards.

In Governmental Accounting Standards Board (GASB) Statement No. 54, the board identifies the order of spending unrestricted resources applying the highest level of classification of fund balance - restricted, committed, assigned, and unassigned - while honoring constraints on the specific purposes for which amounts in those fund balances can be spent. A formal board action is required to establish, modify and or rescind a committed fund balance. The resolution will state the exact dollar amount. In the event, the board chooses to make changes or rescind the committed fund balance, formal board action is required.

The Board authorizes the superintendent and school business manager to assign amounts to a specific purpose in compliance with GASB 54. An 'assigned fund balance' should also be reported in the order of spending unrestricted resources, but is not restricted or committed.

It is the responsibility of the superintendent to develop administrative regulations implementing this policy. It is also the responsibility of the superintendent to make recommendations to the board regarding fund balance designations.

Legal Reference: Iowa Code §§ 257.31(4); 279.8; 297.22-.25; 298A (2011).

| | | |
|------------------|-------|-------------------|
| Cross Reference: | 701.3 | Financial Records |
| | 703 | Budget |
| | 704 | Revenue |

Approved:

Reviewed: June 13, 2011

Revised: June 13, 2011

Item 6.1.1 Employee Manual – Review and Adoption

[Board Reference Goal: District Goal for Personnel: Develop and implement a district-wide personnel handbook for better communication and understanding.]

BACKGROUND INFORMATION: This evening the Directors completes its work on the newly developed Employee Manual. The draft copy is in the office of Attorney Rick Engel for final perusal.

The final pages of the manual 24 – 32 are ready for your discussion and approval. Terry will also highlight (see manual copy for **copy in red**) as a quick review.

Contingent on the final review from the board's attorney, the Employee Manual could be given tentative approval this evening.

SUGGESTED BOARD ACTION: (to be determined)

Red Oak Community School District

Employee Manual

July 1, 2011 - June 30, 2012

Table of Contents

[to be finalized after the manual is finished and given approval]

Introduction to the Red Oak Community School District

The Red Oak Community School District is your organization to serve the learning needs of students from age 0 to 18 and beyond. The school district is governed by five members called the Board of Directors. The Board's vision statement is: Excellence for All . . . Whatever It Takes! The Board's belief statement is: The Red Oak Community School District enables itself to provide the best opportunities for all students to academically, socially, and ethically prepare themselves for global citizenship.

Culture of the Red Oak Community School District

Our culture is a belief and value system that defines the public's perception of us, as well as our perceptions of each other. It influences how we work, how we treat students and each other, and it is something we all have an important role in defining and implementing regardless of our job description. Some important aspects of our culture include but are not limited to:

- We keep students as our central focus.
- We expect hard work, risk-taking and continuous growth.
- We desire to work and live as a professional learning community.
- We create an environment for students and staff that promotes understanding, respect, and a celebration of individuality and diversity.
- We engage the Red Oak Community in achieving our vision - Excellence for All!
- We promote teamwork throughout the district to achieve our vision.
- We incorporate joy, fun, humor, and celebration in what we do.
- We develop leadership skills at all levels.
- We include stakeholders in our decision-making processes.
- We practice effective communication throughout the district.
- We encourage innovation but practice the effective and efficient use of our limited resources.

Statement on Human Dignity and Diversity

As an Iowa public school district, the Red Oak Community School District recognizes and respects the dignity of each individual regardless of age, culture, religion, color, ethnicity, race, national origin, gender, sexual orientation, language, disability, economic status, creed, marital status, handicap, military or veteran status, ancestry, political affiliation, homeless status, or any other factor provided for by state and federal laws and regulations.

Non Discrimination Policy

It is the policy of the Red Oak Community School District not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, or physical or mental disability in its programs, activities, or employment practices as required by the Iowa Code sections 216.9 and 19B.11, Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 2000e), the Equal Pay Act of 1973 (29 U.S.C. 206, et seq.), Title IX (Educational Amendments, 20 U.S.C. 1681-1688), Section 504 (Rehabilitation Act of 1973, 29 U.S.C. 794), and the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). Inquiries or grievances regarding compliance may be directed to the Educational Equity Coordinator, Terry Schmidt, Superintendent of Schools, Red Oak Community School District, 904 Broad Street, Red Oak, Iowa, 51566.

Learning Centers in the Red Oak Community School District

- The Webster Building which includes: the District Administrative Center, the Right Start Four Year Old Program, the Red Oak Head Start Program, and the Kaleidoscope Four Year Old Program
- Inman Primary School - grades pre K to three
- Washington Intermediate School - grades four and five
- Red Oak Middle School - grades six to eight
- Red Oak High School - grades nine to twelve and the Alternative School

Organizational Structure for the Red Oak Community School District

As the Chief Operating Officer, the District Superintendent reports to the Board of Directors, which oversees the primary governance of the District. The Board governs by the philosophy of policy governance and establishes the District's vision, goals and strategic leadership. The Superintendent is responsible for administrative operations in accordance with the Board's overall vision.

Operational areas of the Red Oak Community School District include:

- Business Services
- Human Resource Services
- Curriculum & Instruction
- Special Education
- Technology and Information Services
- Maintenance and Operations
- Food Service
- Transportation

Administrative Regulations and Procedures

The Red Oak Community School District reserves the right to establish and carry out specific administrative regulations and procedures which, in accordance with the applicable federal, state and local laws, are utilized and adhered to in the conduct of the legitimate business of the district. The Red Oak CSD Employee Manual is a resource document for the established business, employment and

general operating policies currently in place. A copy of this manual can be located in each school building, in each administrative/leadership office of the school district, and on the District's website at www.redoakschooldistrict.com. The manual will be updated on a periodic basis as needed. Any questions about the manual or specific regulations may be addressed to Mrs. Deb Drey, Human Resources, the Webster Building, Red Oak Community School District, 712.623.6600, ext. 3306 or dreyd@roschools.com.

Services, Facilities, and General Information

Passes to District Events/Activities - The Director of Activities for the Red Oak Schools will provide a pass in exchange for volunteering for duties at various functions. This is an opportunity to assist the school district while gaining free admission to all of the district activities programs. The only exception to the use of passes occurs when Red Oak hosts any State of Iowa sponsored activity or any Hawkeye 10 Conference activity that excludes the use of passes. The Director of Activities will provide information about this benefit prior to the start of any school year.

Employee Communications and Community Partnerships

Communication is a key to the success of Red Oak CSD employees, students, parents, and the community as a whole. The most important tool used in Red Oak Schools for communication is the district's website:

www.redoakschooldistrict.com. Secure portals concerning the operations of the school district are available for district employees to read and interact. Each district employee is assigned an email address and is expected to use it to stay informed and to communicate both internally and externally.

Community relations are a vital component to the success of the school district. The Red Oak School District is committed to the two-way communication process and encourages its employees to build strong links within the Red Oak community. Some examples of existing formal school/community partnerships include the media (the Red Oak Express and Radio Station KCSI/KOAK), the Red Oak Ministerial Association, the Montgomery County YMCA, the Red Oak Chamber and Industrial Association, the Red Oak Education Foundation, the Red Oak FFA Alumni Association, the Y.E.S Mentoring Program, the Inman and Washington Schools Parent Teacher Organizations, the Red Oak Band Boosters, the Tag-A-Long Organization at Red Oak High, and the Wilson Performing Arts Association.

Facility Use and Scheduling

District employees may use school facilities at no charge unless the activity planned needs custodial assistance for which a fee will be charged to cover the district's cost. Facilities may be used as long as the planned activity does not

interfere with the district's educational and activity programs. Complete guidelines can be found in Board Policy 905.1. The contact for the use of district facilities is Mrs. Deb Drey, Human Resources, the Webster Building.

Food Service

All staff are welcome to purchase a meal or a la carte items during scheduled meal hours. Meal hours vary per building. Purchases are made using a computerized meal account system. Most staff members are assigned an ID number that corresponds to their lunch account. The account is a debit system; therefore funds must be in the account prior to making a purchase. Payments to accounts are accepted at all school offices. If there are insufficient funds in the account, staff will not be able to make food purchases.

Information Services through Technology

The Technology Department provides students and staff with voice and data communications, computer-based services and various job-related computer training and information. More detail about the use of technology is found on pages 20 - 23 of this manual. Questions regarding any aspect of information services can be directed to Mr. Bob Deter, Director of Technology, Red Oak CSD, 712.623.6600, ext. 5010 or through the department portal at www.redoakschooldistrict.com.

Employment Policies for the Red Oak Community School District

Equal Employment Opportunity

The Red Oak Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. The Red Oak Community School District does not discriminate in any manner contrary to law or justice on the basis of age, culture, religion, color, ethnicity, race, national origin, gender, sexual orientation, language, disability, economic status, creed, marital status, handicap, military membership, veteran status, ancestry, arrest/conviction record, or political affiliation. At the same

time, the District appreciates its right and duty to seek and retain personnel who will make a positive contribution to its goals and mission in order to enhance the development of student achievement and potential. Reasonable workplace accommodations will be made, upon request, for employees with disabilities. Employees with requests, concerns and/or complaints regarding disability and/or veteran's status should contact the human resources staff at the Webster Building.

Prior to a final offer of employment for any position, the school district will perform criminal, child abuse and sexual abuse background checks. The district may determine on a case-by-case basis that, based on the duties, some positions within the district will require more thorough background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Superintendent of Schools, Red Oak Community School District, 904 Broad Street, Red Oak, Iowa, 51566.

Americans with Disabilities Act

The Red Oak Community School District complies with the letter and the spirit of the Americans with Disabilities Act of 1990 (ADA) and the protections provided to individuals with disabilities. The ADA prohibits employment discrimination against "qualified individuals with disabilities." The Red Oak Community School District is committed to provide reasonable accommodations to its employees and applicants for employment in order to assure that individuals with disabilities enjoy full access to equal employment opportunity. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. In accordance with the American's with Disabilities Act (ADA), ADA Amendments Act of 2008 (ADAAA) accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants and employees.

An individual who needs a modified work environment as the result of a disability is encouraged to request a reasonable accommodation orally or in writing from his or her Supervisor or from Human Resources at the Webster Building. To enable the District to keep accurate records, employees requesting a reasonable accommodation will be required to submit medical verification for the need for the accommodation and may be required to sign an Authorization for Release of Medical Records to allow the District to communicate directly with the employee's health care providers. The Superintendent of Schools or his designee is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

It is the policy of the Red Oak School District to make a good faith effort to provide any "reasonable accommodation" necessary to ensure that an otherwise qualified individual may enjoy an equal employment opportunity. Examples of reasonable accommodation include job restructuring, job sharing, modified work schedules, ergonomic modifications or special equipment, a leave of absence, and, in certain circumstances, or a job transfer to a vacant position. In order to determine whether a reasonable accommodation exists to ensure that an employee may perform his/her job related responsibilities, the District may require that the employee and his/her treating health care providers submit medical information to the District for its consideration. The District will utilize such medical information to determine whether an accommodation exists to ensure that an employee may perform his/her job related responsibilities and to determine whether such accommodation is reasonable or poses a hardship on the District. In some cases, the District will provide an accommodation on a trial/temporary basis, in order to evaluate whether such accommodation is reasonable or whether it poses a hardship on the District.

In the case of communicable diseases such as the Acquired Immune Deficiency Syndrome (AIDS), Hepatitis, Tuberculosis, etc., the District's response and responsibility will be consistent with the spirit and letter of the Americans with Disabilities Act. The mere diagnosis of a communicable disease is not, in itself, a basis for the exclusion or dismissal of an employee. Nor will verbal and/or physical harassment of individuals so infected, or suspected of being infected, be tolerated. The District will afford every right and reasonable accommodation under the law those employees infected by a communicable disease, while at the same time adhering to prescribed health and safety guidelines for such diseases in order to assure and guarantee the rights of all members of the Red Oak School District community.

Collective Bargaining

The Red Oak Community School District believes that good management results in good employee relations. In recognizing the right of individuals to affiliate with labor organizations, the District does so without surrendering its right to manage. The management and administration of the District are vested exclusively with the Board of Directors, the Superintendent and his/her designated representatives. Employees belonging to a bargaining unit are subject to all Red Oak CSD rules and regulations. Where this manual conflicts with an applicable collective bargaining agreement provision (s), the collective bargaining agreement shall rule.

Conflict of Interest

Employees' use of their position with the school district for financial gain is considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent.

Questions about any potential conflict can be addressed in detail by consulting Board Policy Code No. 401.2 "Employee Conflict of Interest".

Nepotism / Employment of Relatives

More than one family member may be an employee of the school district. It is within the discretion of the superintendent to allow one family member employed by the school district to supervise another family member employed by the school district, subject to the approval of the Red Oak Board of Directors. The employment of more than one individual in a family is on the basis of their qualifications, credentials and records.

Employment Opportunities

Employees are encouraged to explore career development opportunities at the District. All employees are encouraged to gain the necessary skills, training, and work experience needed to qualify for advancement opportunities. Red Oak CSD believes in internal staff development and promotion from within whenever possible and practical. In all cases, the best-qualified candidate for the position will be selected as determined by the Superintendent and those assisting him. Position vacancies within the District are announced via email and on the district's website.

Exit Interviews

Exit interviews are scheduled for employees who leave the District. Employees are encouraged to provide candid comments and suggestions which can help to improve future District/employee relations and ultimately make the Red Oak Community School District a better place to work. If an in-person exit interview is not possible, a human resources staff member will mail an exit interview form to the departing employee for completion and return.

Immigration Law Compliance

The Red Oak Community School District is committed to employing only those who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within ten working days of the employee's date of hire. Any employee with an expiring work authorization must renew the authorization, or the employee will be considered to have voluntarily resigned. Former employees who are rehired must also

complete the form. All offers of employment are subject to the receipt of satisfactory evidence of an employee's authorization to work in the United States.

New Employee Orientation Program

Employees must know their role and duties. New employees may be required to participate in an orientation program. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by human resources staff at the Webster Building. During orientation programs, information is shared regarding the mission and philosophy of the District, personnel policies, sexual harassment, benefits, and related items.

Support Staff Probationary Period

A newly employed support staff employee ~~may~~ serves a probationary period for a designated period of thirty (30) days. "Day" is defined as one work day regardless of full-time or part-time status of the employee. New support staff employees, regardless of experience, are subject to this probationary period.

"New" employees includes individuals who are being hired for the first time by the school district and those who may have been employed by the school district in the past, but have not been employed by the school district during the school year prior to the one for which contracts are being issued.

Performance Reviews

To ensure that all employees perform their jobs to the best of their ability, the Red Oak Community School District has instituted a performance appraisal system which stresses the importance of employees being recognized for good performance and receiving appropriate suggestions for improvement as necessary.

For the professional staff, the requirements stated in the Master Contract between the Red Oak Education Association and the board regarding evaluation of employees will be followed.

Support Staff: A new support staff member shall be formally evaluated at least two (2) times during the first year of employment. There shall be at least a fifteen (15) work day period between each evaluation unless otherwise requested by the employee. The performance of continuing employees shall be formally evaluated a minimum of once each contract year. The evaluation must be completed prior to the issuance of any continuing contract for employment.

A copy of the formal evaluation shall be presented to the employee, and a conference regarding the written evaluation shall be held with the employee. Both parties shall sign and date the written evaluation report which indicates that the contents have been discussed and the meeting has taken place. No employee shall be required to sign a blank or incomplete evaluation form. The employee

may attach a response to the evaluation within ten (10) working days following the conference with the employee's supervisor.

Each employee shall have the right to review evaluations contained in his/her evaluation file and to obtain copies of materials that are placed in the employee's personnel file.

The requirements stated in the Master Contract between the Red Oak Support Staff Association and the board regarding support staff evaluations will be followed.

Personnel Records

The school district will maintain personnel records on employees. The records are important for the daily administration of the educational program, for implementing board policy, for budget and financial planning, and for meeting state and federal requirements.

The records will include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, references, and other items needed to carry out board policy. Employee personnel files are school district records and are considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

Employees may have access to their personnel files, with the exception of confidential letters of reference, and copy items from their personnel files at a time mutually agreed upon between the Superintendent and the employee.

Release of Employment Information

Information requests under the public records law shall be in writing and submitted to the Superintendent. The Red Oak Community School District shall allow persons to have access to district records in accordance with state law and established procedures. The Board Secretary/Business Manager shall serve as the legal custodian of records. The legal custodian may deny access to records in accordance with state law.

Individuals seeking job verifications and references should be referred to the Superintendent of Schools or his designee. Only factual, quantitative, job-related information on current and former employees shall be released to individuals seeking job verifications and references.

Professional Associations

The District encourages personal and professional development through membership in professional organizations.

Time off to attend meetings and reimbursements for the cost of meeting attendance may be approved by the sole discretion of your immediate supervisor and/or superintendent of schools dependent upon factors such as budget allowances and the relevance of the activity to the performance of job duties. Participation in these activities shall not interfere with tasks necessary for effective and responsible job performance.

Professional Development

The District expects that employees will engage in continuous learning to further develop their professional skills and personal growth. The District strives to support the development of employees in a variety of ways. The Red Oak Board of Directors believes in and supports the concept of Professional Learning Communities. Professional Development Programming for the licensed professional staff is established, monitored, and funded through the Red Oak CSD Teacher Quality Committee.

Release of Credit Information

The following information will be released to an entity with whom an employee has applied for credit or has obtained credit: title of position, income, and number of years employed. This information will be released without prior written notice to the employee. Confidential information about the employee will be released to an inquiring creditor with a written authorization from the employee.

Resignations

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board. The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school.

Support staff employees who wish to resign during the school year will give the board notice of their intent to resign and final date of employment and cancel their contract thirty (30) days prior to their last working day. Notice of the intent to resign will be in writing to the superintendent.

Early Retirement for the Professional Staff

The school district offers to teachers early retirement incentives who are full-time licensed employees. Full-time licensed employees are licensed employees who are eligible for full insurance coverage under the requirements of the insurer and who are currently performing their assigned duties within the school district. A

licensed employee is eligible to participate in the Early Retirement Plan if he/she is fifty-five (55) years of age on or before June 30 of the year in which he/she wishes to retire and to those who have completed their most recent ten (10) consecutive years of service in the Red Oak Community School District. The employee shall submit an application for the plan on or before January 15 of the current school year. The board has complete discretion to offer or not to offer an Early Retirement Plan for licensed employees and will review this policy annually. The board may discontinue the school district's Early Retirement Plan at any time.

Transporting of Students by Employees

Transportation of students is in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle. Employees who transport students for school purposes in their own vehicle must have the permission of the Superintendent or his/her designee. Employees must be able to show proof of a driver's license and automobile insurance.

Employee Travel Compensation

Employees traveling on behalf of the school district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not limited to, transportation and/or mileage costs (29 cents per mile), lodging expenses, meal expenses and registration costs. No reimbursement will be made for any alcoholic beverages.

Travel outside of the school district must be pre-approved. Pre-approval will include an evaluation of the necessity of the travel, the reason for the travel and an estimate of the cost of the travel to qualify as approved school district business. Travel outside the school district by employees, other than the superintendent, is approved by the Superintendent or his designee.

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, other than a credit card receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the Superintendent may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim. All requests for reimbursements must be made within 90 days of the incurred expense or the reimbursements are forfeited. A claim form will be provided electronically.

Employee Political Activity

Employees will not engage in political activity upon school property under the jurisdiction of the board. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, use of district e-mail to originate messages of support for a particular candidate or issue, the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

Credit Cards

Employees may use school district credit cards for the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees and the board in the performance of their duties.

Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt may make the employee responsible for expenses incurred.

Responsibility for Personal Property

The district and its agents and employees shall not be held responsible for personal items brought onto school property as to replacing, repairing, or recovering such property. Each employee shall take actions to safeguard his/her own personal belongings.

Identification Badge

The safety and well-being of District students and staff is of paramount importance. Therefore, all staff members, during normal school hours, are required to wear the photo ID badge that is issued by the Red Oak Community School District. The Webster Office will issue an identification badge to all new employees. Loss or damage of the badge should be reported to a school building office or department director immediately so a replacement badge can be issued. The badge is the property of the District and must be returned upon termination of employment.

Gifts to Employees

Employees may receive a gift on behalf of the school district. Employees will not, either directly or indirectly, solicit, accept or receive any gift, series of gifts or an

honorarium unless the donor does not meet the definition of "restricted donor" stated below or the gift or honorarium does not meet the definition of gift or honorarium stated below. A "restricted donor" is defined as a person or other entity which:

- Is seeking to be, or is a party to, any one or any combination of sales, purchases, leases or contracts to, from or with the school district;
- Will be directly and substantially affected financially by the performance or nonperformance of the employee's official duty in a way that is greater than the effect on the public generally or on a substantial class of persons to which the person belongs as a member of a profession, occupation, industry or region; or
- Is a lobbyist or a client of a lobbyist with respect to matters within the school district's jurisdiction.

A "gift" is the giving of anything of value in return for which something of equal or greater value is not given or received. More details about 'gifts' can be found in board policy Code No. 402.4

Employee Conduct and Appearance

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Licensed employees of the school district will follow the code of ethics for their profession as established by the Iowa Board of Educational Examiners.

District Staff Dress, Accessories, and Grooming Code

The Red Oak Community School District believes that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the staff. The professional appearance (which includes dress, accessories, and other body adornments, and grooming) of staff members not only reinforces their own shared vision and their identity as highly motivated professionals working toward a common mission, but also strengthens their morale, sense of professionalism, dignity and self-worth; the community's attitude toward the school and the teaching profession in general; and directly and indirectly, the conduct, morale, and performance of the district's students. All employees must exercise good judgment in their choice of professional appearance for work and work-related activities by always appearing in a way that is appropriate for the situation, and that will invoke a positive, impression from the community, provide appropriate role modeling for students, promote a working and learning environment that is free from unnecessary disruption, and be conducive to high student and staff performance. During the work day and anytime employees supervise work-related activities or functions to which the

district, district personnel or district students participate, employees shall appear in a professionally appropriate manner. Items that are not acceptable in the workplace or at work-related activities include the following:

- Shorts of any kind (except for physical education or special events when appropriate).
- Skirts and dresses shorter than three (3) inches above the knee in the standing position.
- Non-collared shirts for men. There may be some sweaters or shirts designed without collars that would be appropriate.
- Apparel and accessories that have logos, graphics, or advertising related to bars/grills, alcohol, or tobacco products, or inappropriate gestures, or sayings.
- No revealing clothing, including low-cut tops, midribs, revealing slits in the skirts, or inappropriate or sheer, tight or short clothing.
- No sunglasses and/or hats (inside the building).
- Athletic wear such as jogging suits, sweat shirts, sweat pants, and t-shirt (except for physical education or special events when appropriate).
- No leggings or stirrup pants.
- Employees are also restricted from displaying body piercing except for no more than three (3) earrings per ear. Tongue piercing is prohibited.
- Tattoos will be covered.
- Blue denim jeans (this does not apply to skirts or jumpers) may be worn only on special days at the discretion of the building administrator. They must be in good condition with no holes or frayed edges.

If problems occur with the enforcement of this code, the Superintendent of Schools will address the problem with the building administrator or department directors. It is up to the building administrator or department director to ensure compliance with this code.

Accident Reporting

It is the responsibility of the employee injured on the job to inform the Superintendent or his/her designee within twenty-four hours of the occurrence. It is the responsibility of the employee's immediate supervisor to file an accident report to the Superintendent's Office within twenty-four hours after the employee reported the injury. It is the responsibility of the employee to file claims, such as workers' compensation, through the board secretary.

Attendance Expectations

The Red Oak CSD expects all employees to assume responsibility for their attendance and punctuality as an integral part of their employment. Regular

attendance is expected of every employee. Employees should recognize that absences are disruptive to the work environment and decrease productivity and employee morale. Staff should realize that they are obligated to not make commitments during the day that may be scheduled at an alternative time. Should an employee be unable to work because of illness, injury or any other reason, you are required to notify your building administrator or department director or his/her representative as far in advance as possible, but no later than an hour before your normal starting time on each day of absence. The District may require evidence to support a sick leave claim for any sick leave beyond four (4) days. Teachers or Teaching Associates requiring a substitute should follow notification rules as determined by the school principal. Departments of Maintenance, Food Service, and Transportation employees requiring a substitute should notify their department director. Webster Business Office employees shall notify the Business Manager of any absence due to illness.

Staff requesting professional leave should complete the Professional Leave form in advance of any planned absence with approval by the building administrator or department director.

Employees who are excessively absent, late to work, or leave work early without permission will be subject to corrective counseling and, when appropriate, disciplinary action. Absences of three consecutive days without proper notification and approval will be construed as job abandonment and will constitute a resignation from the District without proper notice.

Leaves of Absence

The Red Oak Board of Directors identifies leaves of absence in the master contracts for both the professional educators (teachers) and the support staff employees (paraeducators, school office personnel, and maintenance/operations personnel). All other district employees (administrators, food service, and transportation) are governed by board policy for leaves of absence. Detail of all leave provisions may be found in the master contracts for the Red Oak Education Association and the Red Oak Support Staff Association and the policy manual for Board of Directors.

A condensed summary of leaves:

Professional Educators

- *Sick days - 15 per year accumulative to 90
- Personal days - 2 per year accumulative to 3 - unused personal leave days are compensated at the rate of \$50 per day
- Jury days - full pay for time lost - remuneration received is remitted to ROCSD
- Professional days - approved leave must be requested and filed 7 days in advance

- Emergency days - not to exceed 8 days for immediate family and funerals not covered under "funeral days"
- Funeral days - not to exceed 5 days for family members - may be extended by the discretion of the superintendent
- Adoptive days - not to exceed 5 days
- Association days - not to exceed 6 days - Association reimburses ROCSD for substitute costs
- Extended Association Leave - see the master contract
- Educational Improvement Leave - see the master contract

Support Staff

- *Sick days - 15 per year accumulative to 90
- Personal days - 2 per year accumulative to 3 - unused personal leave days are compensated at the rate of \$50 per day (8 hour work day) - must be requested and filed 5 days in advance
- Jury days - full pay for time lost - remuneration received is remitted to ROCSD
- Professional days - dependent on department director's or principal's discretion
- Emergency days - not to exceed 8 days for immediate family and funerals not covered under "bereavement days"
- Bereavement days - not to exceed 5 days for family members
- Association days - not to exceed 5 days - Association reimburses ROCSD for substitute costs, if needed

Administrators, Food Service, and Transportation

- Sick days - 15 per year accumulative to 90
- Personal days - 2 per year accumulative to 3 - unused personal leave days are compensated at the rate of \$50 per day
- Jury days - full pay for time lost - remuneration received is remitted to ROCSD
- Professional days - approved leave must be requested and filed 7 days in advance
- Emergency days - not to exceed 8 days for immediate family and funerals not covered under "funeral days"
- Funeral days - not to exceed 5 days for family members - may be extended by the discretion of the superintendent

* Sick Leave Bank is in place.

Family and Medical Leave Act

Unpaid family and medical leave will be granted up to twelve (12) weeks per year to assist employees in balancing family and work life.

For purposes of this policy, year is defined as a rolling 12-month period measured backward from the date an employee uses any FMLA leave. Requests for family and medical leave shall be made to the superintendent or to the superintendent's designee.

All District employees eligible under the terms of FMLA may take up to twelve (12) weeks of unpaid leave per year in accordance with the provisions of the Act. However, the District requires an employee with appropriate accrued paid leave to substitute such paid leave for any FMLA qualifying leave. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave.

Vacation Leave for Non-Bargaining / Not Licensed Administrative Unit Employees

Support staff employees contracted to work at least thirty (30) hours per week and at least twelve (12) months per year shall be entitled to twelve (12) days of paid vacation each year. Employees shall be entitled to an additional two (2) paid vacation days for each year beyond ten (10) consecutive years of employment in the District with the total number of paid vacation days not to exceed twenty (20) days per year. Vacation time for employees contracted for less than thirty (30) hours per week for at least twelve (12) months per year shall be prorated. Earned vacation periods shall be determined as of July 1 of each year and shall be used during the ensuing year as set by the immediate supervisor. Vacation time shall not accrue and may not be carried over from one year to the next.

Employees will be compensated for earned vacation days as follows:

- They may utilize their vacation days or
- The District will pay the employee for up to one half of their earned vacation.
- In regard to unused vacation days, the employee must notify the District by June 30th of how many days they will utilize as vacation days and how many days they will request to be paid.
- The employee must use their previous year's vacation days by August 30th.
- The District will pay for unused vacation days (as per above restrictions) on the September payroll.
- Pay for unused vacation days will be computed as follows: regular hours per day (not to exceed 8) x regular daytime hourly rate.

Vacation Leave for Licensed Employees - Administrators

Vacation time shall not accrue and must be used by August 31st of the year following the year in which vacation time is applied. The superintendent or the superintendent's designee shall establish vacation schedules. Vacation time shall be prorated for employees hired after the start of a contract period. Vacation time for each administrative employee is established by individual contract terms.

Holidays

- New Year's Day
- Two (2) days at spring break
- Friday before Easter
- Memorial Day
- Independence Day (12-month employees only)
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve Day
- Christmas Day
- (If spring break falls on the Friday before Easter, Presidents' Day becomes a holiday.)

Confidentiality

All information concerning employees, students, clients, donors, and organizations with which the Red Oak Community School District does business is to be considered privileged and maintained in strict confidence. All employees are responsible for protecting the confidentiality of such information. Violation of confidentiality will be grounds for disciplinary action, up to and including discharge.

Information concerning past and present employees, other than essential employment verification, will not be released without the proper written authorization request under Iowa's public records law. Student education records are treated as confidential under the Family Educational Rights and Privacy Act of 1974.

At the end of an individual's employment with the District, the individual must return all documents, both originals and copies, containing any confidential information, as well as any computer tool on which confidential information may be stored or recorded. Former employees of the District should not disclose any confidential information after their employment relationship with the District has ended. "Proprietary Materials" are all property related to the District's business in any way, including email, documents, reports, formulas, product information, manuals, tools, equipment, handbooks, computer printouts, customer lists and other property related to the District's business. Any proprietary materials in an employee's possession, or used by an employee, continues to be the exclusive property of the Red Oak Community School District. If the employee authored, created, or assisted in authoring or creating such property, the employee and the District will have equal rights. When an individual's employment relationship with the District ends, the individual shall return all proprietary property, both originals and any copies, to the District on or before the individual's last active day of work.

The District encourages its employees to develop intellectual property which is defined as the creation of written documents, computer software, or other

teaching equipment that may be published and/or produced for public sale. Should an employee(s) develop such property during time periods when he/she is being paid by the District and during time periods when such employee is not being paid by the District, the District agrees to waive its rights under the copyright law relative to the property, provided that such employee makes available to the Red Oak Community School District copies of the property at no cost. This policy does not apply when an employee develops the intellectual property during time periods when the employee is exclusively working on the project while being paid by the District. Under these conditions, the property developed would become the property of the District.

Corrective Intervention

The Red Oak Community School District operates from the assumption that all employees are responsible adults who take their work seriously and conduct themselves with pride and self-respect. It is believed that employees will rarely lapse from competent work habits or violate established rules and regulations. Employees are expected to quickly correct any lapses in their work and address any violation of rules or policies if brought to their attention in a professional, constructive manner. The District takes a corrective action approach to helping employees resolve performance deficiencies or addressing policy/rule infractions. Corrective actions are determined based on the appropriateness to the infraction and at a level of intervention deemed appropriate to address the issue. The employer may, in its sole discretion, bypass any step in the corrective intervention process or decide not to use it at all.

Minor first offenses are addressed with verbal counseling or reprimands. Serious, or more frequent violations warrant more serious action, up to and including termination. Types of corrective action include but are not limited to:

- Verbal warning or counseling
- Written warning in the form of a letter or memo
- Suspension
- Discharge/termination

The corrective action chosen will be appropriate to the infraction and will be based on a number of factors including, but not limited to, the work record of the employee, previous occurrences of similar incidents, any previous corrective action taken, the severity of the incident and the likelihood that changed/corrected behavior would result from the action taken. Administration reserves the right to terminate in cases of serious or grievous infractions. Deficiencies and infractions include but are not limited to, unsatisfactory work performance, inappropriate work conduct, rule or policy violations, attendance infractions, etc.

The Red Oak Community School District will abide all terms and conditions for employee intervention / assistance found/articulated in the master contracts for

the Red Oak Education Association, the Red Oak Support Staff Association, and/or in the Iowa Code.

Access to Electronic Information, Services And Networks

The Red Oak Community School District is committed to the development and use of appropriate educational methods, including making a broad range of technological resources available to staff to enhance our district's mission. The District's goal in providing these services to staff is to promote learning by facilitating resource sharing, innovation and communication. Although the Red Oak Community School District does not have control over all information available through electronic information resources, all staff are expected to adhere to the following guidelines in the use of district provided technology resources. For purposes of these guidelines, electronic information and communication resources include, but are not limited to: telephones, computers, hardware, software, ancillary computer equipment, Internet services, electronic mail services, televisions and audio/video equipment.

The District's educational goals and administrative policies shall be used as guides when selecting and appropriately using electronic information and communication resources.

- Use of the District's electronic information and communication resources is not private. The school district retains exclusive control of electronic information and communication resources provided to all staff. The District may inspect and review any or all use of those resources at the discretion of the Superintendent or his designee. Such reviews will be conducted as the District deems necessary and may occur with or without notice, with or without consent.
- Use of District provided electronic information and communication resources is a staff privilege and may be suspended or terminated at any time for any reason at the discretion of the Superintendent or his designee.
- Users are responsible for appropriate use of district provided electronic information and communication resources. These resources, including passwords, are to be used only by the authorized staff member and are not to be shared with other staff, students or the public.
- Users shall not intentionally seek information on, obtain copies of, or modify files, data or passwords belonging to other network users without permission. No use of the District's electronic information and communication resources shall serve to disrupt the use of other users. District owned resources shall not be destroyed or abused in any way.
- Use of the District's electronic information and communication resources for personal entertainment or business, commercial or financial gain, soliciting or lobbying for political or religious causes, use for unethical or disruptive activities, sending junk mail or chain letters is prohibited.
- Use of the District's electronic information and communication resources to transmit information that is discriminatory, harassing or offensive to others,

or material that defames an individual, company or business, or discloses personal information without authorization is prohibited.

- Use of the District's electronic information and communication resources to access pornographic sites or display images of a sexual nature is prohibited.
- Use of the District's electronic information and communication resources in violation of any local, state or federal law is prohibited. This includes, but is not limited to, the use of copyrighted material or material protected by trade secret.

Failure to comply with these administrative guidelines may result in the termination of privileges to use the District's electronic information and communication resources. Additionally, appropriate corrective and/or disciplinary and/or law enforcement action may be taken consistent with Board policy, other administrative guidelines, pertinent collective bargaining agreements and/or law enforcement requirements.

Social Networking

The Red Oak Community School District understands the importance of teachers, students and parents engaging, collaborating, learning, and sharing in digital environments. ROCSD is committed to effectively using a range of communications strategies and techniques to ensure that the public, stakeholders, and staff are fully engaged and informed. To this aim, guidelines have been developed for employees, students and the school district community when participating in online social media activities.

Social media/networking sites can be an effective and efficient means of communication. Employees need to be aware of the obligations and requirements that arise when using this form of communication. The Board of Directors has an overriding interest and expectation in deciding who may "speak" and what is "spoken" on behalf of the school district on social media sites. The District Technology Director and/or the District Technology Committee shall serve to guide and educate district staff on how to best use various social media outlets to achieve their learning and communication objectives.

Employees should consider learning objectives and how social media tools assist in those objectives before using social media or Web 2.0 tools (examples: blogs, social networking applications, RSS, social networking tools, wikis, etc.) Employees are warned that any information found to be inappropriate by district staff or the public can create serious repercussions with expected behavior norms of district employees.

Software Installation, Modification Of District Computers, Technology Assistance

All software should be installed by the Red Oak Technology Department or its designees. Individuals may not install software on district computers without express permission from the Director of Technology or his designee. No personal software is allowed on district computers.

All district computers have specific backgrounds and policies applied, based on the status of the logged-in user. These settings should not be modified.

Technology help may be secured by contacting the Director of Technology at extension 5010 or Director Bob Deter at deterb@roschools.com or the Webster Building, extension 3306. *From Director Bob Deter: Technology assistance may be secured by completing the "Work Order Request Form" found on the District Technology web page. If an issue is urgent, contact the Director of Technology at extension 5010 or the Webster Building, extension 3306*

Email

Outlook is the district's e-mail application for all district employees when conducting business in, or for, the district. It may also be used for incidental personal communications. All district employees are issued an email address. The address is placed in the district's directory.

Employees can access district email through Office Outlook Web Access from the Internet via the Staff/Student Email portal found at www.redoakschooldistrict.com. The web client allows employees to use email from any machine that has Internet access, making it convenient to check from home or if you are traveling.

Employee Use of Cell Phones

The use of cell phones and other communication devices may be appropriate to provide for the effective and efficient operation of Red Oak Schools and to help ensure safety and security of people and property while on school district property or engaged in school sponsored activities.

Employees may possess and use cell phones while on duty. Employees should not use cell phones for personal business while on-duty, including staff development times, parent-teacher conferences, etc., except in the case of an emergency or during prep time or break/lunch times.

Corporal Punishment

Corporal punishment is defined as the intentional physical punishment of a student and is prohibited. It includes the use of unreasonable or unnecessary physical force or physical contact made with the intent to harm or cause pain. No employee is prohibited from using reasonable and necessary force, not designed or intended to cause pain, in order to accomplish any of the following:

- To quell a disturbance or prevent an act that threatens physical harm to any person.
- To obtain possession of a weapon or other dangerous object within a pupil's control.
- For the purposes of self-defense or defense of others as provided for in Iowa Code section 704.3.

- For the protection of property as provided for in Iowa Code section 704.4 or 704.5.
- To remove a disruptive pupil from class or any area of school premises or from school-sponsored activities off school premises.
- To protect a student from the self-infliction of harm.
- To protect the safety of others.
- Using incidental, minor, or reasonable physical contact to maintain order and control.

Abuse of Students by School District Employees

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The school district has appointed a Level I investigator and alternate Level I investigator. The school district has also arranged for a trained, experienced professional to serve as the Level II investigator. The Level I investigator and alternate will be provided training in the conducting of an investigation at the expense of the school district. The names of the investigators are listed in the student handbook published annually in the local newspaper and posted in all school facilities.

Tobacco-Free Environment (previously Smoke-Free Environment)

School district facilities and grounds, including school vehicles, are off limits for tobacco use. This requirement extends to students, employees and visitors. This policy applies at all times, including school-sponsored and non-school sponsored events. Persons failing to abide by this request are required to extinguish their smoking material, dispose of the tobacco product or leave the school district premises immediately.

Drug and Alcohol Testing Program Notice

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs twenty-six thousand, one pounds or more. For purposes of

the drug and alcohol testing program, "employees" also includes applicants who have been offered a position to operate a school vehicle. The employees operating a school vehicle are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate a school vehicle and continue to be subject to the drug and alcohol testing program

Substance-Free Workplace

Employees are expected to remain substance free. No employee will unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee will notify the employee's supervisor of the conviction within five days of the conviction.

The Superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. An employee who violates this policy may be required to successfully participate in a substance abuse treatment program approved by the board. If the employee fails to successfully participate in a program, the employee may be subject to discipline, up to and including termination.

Harassment

Harassment of employees and students will not be tolerated in the school district. School district includes school district facilities, school district premises, and non-school property if the employee or student is at any school sponsored, school approved or school related activity or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

Harassment includes, but is not limited to, racial, religious, national origin, age, disability and sexual harassment. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose

behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the Superintendent or board of directors.

Sexual harassment will include, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Other types of harassment may include, but not be limited to, jokes, stories, pictures or objects that are offensive, tend to alarm, annoy, abuse or demean certain protected individuals and groups.

Employees and students who believe they have suffered harassment will report such matters to the investigator for harassment complaints. However, claims regarding harassment may also be reported to the alternate investigator for harassment complaints. (Details for reporting are found in Board Code No. 403.5 - this also contains forms for reporting and contact persons.)

Violence in the Workplace

The Red Oak Community School District will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The District will take all available steps to ensure compliance with this policy, including disciplinary and legal action, if warranted. Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall immediately notify the administration. Immediate steps will be taken in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps, including legal action, shall be reported to the Superintendent's office.

Potentially dangerous situations must be reported immediately to an administrator or officials at the Webster Building. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed on a need to know basis only. The District will actively intervene at any indication of a possible hostile or violent situation.

Workplace Safety

The Red Oak Community School District strives to make the working environment as safe as possible in order to eliminate or reduce conditions which shall result in personal injury and property loss to employees, visitors, students and parents.

Employees are expected to abide by the safety policies and procedures of their department and to carry out their job duties in a safe and productive manner. It is the duty of every employee to report workplace hazards or safety concerns to their supervisor for correction.

Employees who work with hazardous materials will receive instruction and orientation to the District's Hazardous Materials Procedures as well as to safety procedures involved in working with hazardous materials.

Programs such as Blood Borne Pathogen Training are offered to employees on a scheduled basis according to OSHA legal requirements.

Employee Benefits Information

The Red Oak Community School District offers comprehensive and competitive employee benefit programs for full-time and eligible part-time employees. These benefits include health care insurance, dental insurance (for select employee groups), life insurance, long-term disability insurance, flexible-spending accounts, a retirement plan, tax-sheltered annuities. In addition, specific information and summary plan descriptions on each benefit offering can be obtained from the Webster Office on or about the first day of work and at the new employee orientation.

Employees represented by a labor organization for the purposes of collective bargaining are generally eligible for the same benefits and benefit programs as those employees not so represented. Such employees should consult the applicable collective bargaining agreement for rules concerning benefits and eligibility.

Benefit Eligibility (30-day Enrollment Window)

Employees classified as full-time regular (or those who work a minimum of 20 hours per week but less than 40 hours per week) are eligible for all benefit plans, in accordance with the specific waiting periods and coverage provisions enforced by the insurance providers.

It is important to note that for medical, dental, flexible spending accounts, long-term disability and life insurance there is a 30-day deadline period from the date of hire for new employees to complete and return the required enrollment forms in order to receive coverage for these benefits. It is the responsibility of the new employee to satisfactorily complete the enrollment requirements.

Flexible Spending Accounts (Section 125)

In accordance with the Internal Revenue Service (IRS) rules and regulations, the Red Oak Community School District offers both a Dependent Care Spending Plan and flexible spending accounts. Full-time and part-time regular eligible employees may participate in these plans by designating pre-tax dollars to be taken via payroll deduction. These pre-tax dollars are deposited in an "account" and can be

drawn upon to pay for eligible dependent care expenses and/or eligible unreimbursed health care expenses. Certain limits and legal requirements pertaining to flexible spending accounts apply. Eligible employees may enroll with coverage becoming effective on the first of the following month from their hire date.

In order to enroll in flexible spending, eligible employees must complete enrollment forms within 30 days from the date of hire. In addition, it is necessary that employees re-enroll during each annual open enrollment period to maintain continued participation. Details and plan summaries may be obtained from the Webster Office.

Term Life Insurance and Long Term Disability

Each employee shall be covered by a term life insurance program paid for by the District that provides a minimum death benefit of \$30,000, double for accidental death.

Each employee shall be covered by a long-term disability insurance program paid for by the District providing the following benefits. Benefits shall begin after three (3) consecutive months and continue at 70% to age 65.

- Monthly maximum benefit at \$2,500.
- Maximum Benefit Period: Accident - to age 65 and Sickness - to age 65
- Qualifying period - Three (3) consecutive months
- Overall income limit - 75% of covered monthly compensation.

Retirement Plan/Annuities

The Iowa Public Employee Retirement System is offered to full-time and part-time regular employees. Eligible employees are automatically enrolled beginning on their date of hire. The District pays 8.07% while the employee contributes 5.38% effective July 1, 2011.

Tax Sheltered Annuity - 403(b) Universal Availability Notice

The Red Oak Community School District (the "District") offers a RIC Section 403(b) Plan to help employees save for retirement. The 403(b) Plan is a voluntary tax-deferred retirement savings program. An eligible employee can elect to defer a portion of his or her compensation to the Plan on a pre-tax basis. Contributions must be designated as a flat dollar amount. Both Federal and State income taxes are deferred on the contributions and any earnings thereon until distributed from the Plan.

All Employees working 20+ hours per week are immediately eligible upon their start date to make elective deferrals from compensation to the Plan. Employees can invest their contributions to the Plan among the investment options offered by an approved vendor under the Plan.

Employees are 100% vested in their accounts under the Plan at all times.

Break/Rest Periods

Although breaks are not required by law, it is the District's position that after working for extensive periods, rest periods will be made available to give employees a chance to renew their focus and energy, thereby maintaining efficiency in performing assigned tasks.

Although every attempt will be made to allow employees appropriate rest periods, there may be occasions where circumstances or workload do not allow doing so. Breaks are not guaranteed, unless specified in the collective bargaining labor contract.

Whenever possible, supervisors are encouraged to schedule a 10-minute paid break approximately halfway through each four-hour period. However, some jobs do not lend themselves to scheduling breaks. Occasionally, operating requirements of the department may preclude scheduled breaks. The building principal or department director will communicate the departmental policy or practice regarding breaks and rest periods.

In most cases, the District provides an unpaid meal break of no less than 30 minutes for shifts of more than six hours. The actual time of the meal period may vary and will be scheduled by the department director or principal. Meal periods are considered personal time and time spent during the meal period is not considered work time for pay purposes.

Job Transfers - Voluntary and Involuntary

Job transfers may occur voluntarily or involuntarily as dependent on the staffing needs determined by the superintendent. Please refer to the collective bargaining agreements in place to understand the details involved with employee transfers.

Payroll and Distribution

Due to less costs involved with payroll processing all district employees are encouraged to use electronic deposit of payroll checks. Unless otherwise provided in the collective bargaining agreements, all salaries (except for those who work less than 20 hours per week) shall be paid on a twelve month basis, the 20th of each month being designated as "pay day" unless the 20th falls on a Saturday, Sunday, or holiday, in which case the monthly salary shall be paid on the preceding school day.

Employees who are new in the teaching profession may request up to 50% of the first monthly salary installment from the regular salary schedule after completion of the first workday of employment. If the Superintendent grants such requests, the Business Manager will issue such payment within five (5) days.

Overtime Work

The following conditions shall apply to all overtime work:

- Time and one-half will be paid for all hours worked over forty (40) hours in one regular work week and for work on holidays.
- A regular work week shall run from Sunday at 12:01 a.m. to the following Sunday at 12:01 a.m.
- For the purposes of computing overtime, actual time worked, holidays, and paid leave time shall be counted as work time.
- Compensatory time off may be granted instead of overtime pay if mutually agreeable to the employer and the employee. Compensatory time shall be granted at time and one-half.
- No overtime shall be worked without the prior approval of the immediate supervisor.

Paycheck Deductions

Employees may elect to have paycheck deductions for insurance contributions, retirement annuity contribution and other approved/negotiated programs. Employees must authorize all such deductions in writing.

The District may also be obligated to deduct amounts for legally imposed actions such as garnishments made against a salary. Questions about garnishments or any other payroll deductions should be directed to the Business Office.

Federal income tax, social security (OASDI and Medicare), state and local taxes, deductions for various benefit coverages and any other deductions will be itemized on the payroll stub.

The Red Oak CSD is required to withhold tax from employee paychecks and to report taxable income according to the requirements of federal, state and local government agencies, and the Social Security Administration. All employees are required to complete the appropriate tax withholding forms prior to being placed in the payroll system. Revised tax forms are also required whenever the employee's tax status or number of allowable exemptions changes. W-4 withholding forms are available at the Webster Building - see the payroll clerk. Current and cumulative year-to-date tax totals withheld are displayed on payroll check stubs.

Other Payroll Information

The District prepares and makes available the W-2 reporting form in January of each year in accordance with IRS filing requirements and deadlines. Changes in address should be promptly reported to assure receipt of the W-2 reporting form.

The District is required by law to record and pay for hours actually worked, including overtime hours, for non-exempt support staff employees. Time actually worked for non-exempt employees is documented by a time sheet. Employees are responsible for accurately recording their time worked for each scheduled

workday. It is not appropriate for employees to simply mark down the scheduled work time, but rather must record actual "time in" and "time out" in order to be paid properly. Employees who have prior authorization from their supervisor for compensatory time must record on their timesheets both the compensatory time earned on the day it is accrued and the compensatory time taken on the day it is used. Compensatory time must be used in the same payroll period in which it is earned unless an exception is made by the department director. The District's timekeeping system requires that an employee complete and sign a time sheet for supervisor approval. An employee's signature on the timesheet certifies that the time recorded is accurate. Falsification of the time record is a serious violation of District policy and is, in essence, theft. Such falsification will result in corrective action, up to and including immediate discharge.

Unemployment Insurance

District employees are covered by the Iowa Unemployment Insurance Law. Under the provisions of this law, employees of the District who become unemployed, and who meet the eligibility requirements as set forth in the law, may receive unemployment compensation upon separation from the District. Questions regarding eligibility should be directed to the Iowa Department of Workforce Development.

Work Schedules

Department Directors and Building Administrators are responsible for establishing and communicating to employees specific work schedules, including start times, break times, lunch schedules, and normal ending times. As part of new employee orientation, employees and supervisors should discuss the established work schedule requirements for their respective department or unit. The employee is responsible for adhering to the established schedule. When the work schedule must be changed due to operational needs, supervisors will give as much advance notice as possible so that employees can make the appropriate arrangements to meet the new scheduling requirements. The legitimate operating requirements of the department and of the District must be the primary consideration in establishing work schedules and scheduling overtime. However, every effort will be made to accommodate the needs and personal schedules of employees, whenever possible.

School Closings

The Superintendent of Schools (or his designee) is responsible for school closings, late starts, and early dismissals. District employees will receive information about the school schedule changes through the district's electronic communication system within Infinite Campus called "Messenger". It is imperative that each district employee has one or more contact numbers and email addresses as maintained by the Infinite Campus Administrator, Mrs. Deb Drey, at the Webster Building. When school is dismissed early because of inclement weather there will

be no extra-curricular activities or meetings scheduled. Teachers will have their work day end ten minutes after the students are dismissed.

When school is dismissed early or started late due to inclement weather or other adverse conditions, paraeducators and building secretaries shall not be required to report earlier than fifteen (15) minutes before the start of school or to remain later than fifteen (15) minutes after the students have been dismissed. Paraeducators and office secretaries will suffer no loss of salary because school is started late or dismissed early.

When school is cancelled due to inclement weather or other adverse conditions, paraeducators and office secretaries will not be required to report for work and no salary reduction will be made until the end of the contract year and then only if the cancelled day is not rescheduled as a make-up day.

Employee Manual (General Disclaimer)

It is the intent of the Red Oak Community School District that all policies, procedures and information contained in this Employee Manual are accurate and up-to-date as of the distribution date. However, the District reserves the right to modify, clarify, or interpret these policies or procedures as it sees fit, at any time. The Employee Manual policies along with the Board of Directors Policy Book, and the bargaining agreements with the Red Oak Education Association and the Red Oak Support Staff Association supersede all previous practices and policies.

Neither the Employee Manual nor the policies, practices and benefits provided therein constitute a contract between the District and any employee.

Item 6.2.1 School Handbook Adoptions for the 2011 – 2012 School Year

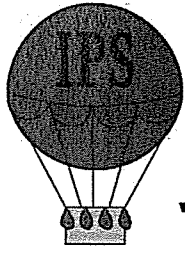
BACKGROUND INFORMATION: This evening the Directors are presented suggested changes, revisions, and updates from the leadership team for school publications in the 2011 – 2012 school year.

Each administrator (except for Gayle Allensworth – new handbook), will review a memo (enclosed) summarizing the proposed changes.

Current handbooks were emailed to all Directors prior to this evening's meeting for reference purposes. There will be a hard copy placed on the board table for reference tonight as needed.

Please allow a few minutes for each administrator to address your questions and concerns.

SUGGESTED BOARD ACTION: (to be provided)

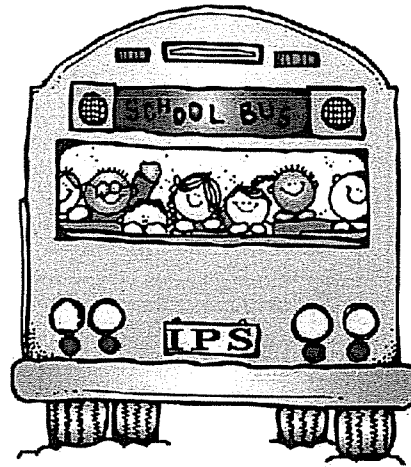


Inman Primary School



"Its Going To Be A Great Ride"

Come ride with us as we journey into the future of education at IPS!



Serving Pre-School through Third Grade Students in Red Oak, Iowa

Parent/Student Handbook 2011-2012

Mr. Terry Schmidt
Superintendent

Mrs. Gayle Allensworth
Principal

INMAN PRIMARY SCHOOL
900 Inman Drive
Red Oak, Iowa 51566

Telephone (712) 623-6635

Fax (712) 623-6638

| Staff | Assignment | Extension |
|----------------------|------------------------------------------|-----------|
| Allensworth, Gayle | Principal | 2202 |
| Bruce, Jen | Teacher - Grade 3 | 2124 |
| Carlson, Elaine | Paraprofessional | 2131 |
| Carmona, Val | Food Service | 2208 |
| Craig, Peggy | Paraprofessional | 2131 |
| Crouse, SueAnn | Teacher - Kindergarten | 2108 |
| Currin, Tonya | Paraprofessional | 2131 |
| DeBolt, Beth | Administrative Assistant | 2201 |
| Dentlinger, Connie | Teacher - Grade 1 | 2114 |
| Deter, Chris | Teacher - Special Education | 2131 |
| Dolch, Becky | Teacher - Grade 1 | 2110 |
| Dunn, Terri | Teacher - Grade 1 | 2114 |
| Elarton, Jennifer | Paraprofessional | 3308 |
| Erickson, Janelle | Media Specialist | 2210 |
| Erickson, Joe | Teacher - Grade 1 | 2112 |
| Euken, Teresa | Teacher - Art, Grades K-5 | 2122 |
| Fast, Norma | Literacy Coach- Grades K-8 | 2117 |
| Fellers, Patricia | Teacher - Grade 2 | 2130 |
| Foote, Sharon | Food Service, Director | 2208 |
| Forward, Brian | Custodian | 2200 |
| Foy, Alan | Custodian | 2200 |
| Graber, Deb | Teacher - Developmental Kindergarten | 2111 |
| Guerra, Linda | Translator | 2107 |
| Hambright, Bev | Teacher - Special Education | 2105 |
| Holland, Lori | Teacher- Title Reading/Reading Recovery | 2116 |
| Jones, Kelly | Teacher - Grade 3 | 2123 |
| Jones, Robin | Administrative Assistant | 2200 |
| Kaiser, Becki | Teacher - ELO | 2108 |
| Kelly, Barb | Teacher - Grade 2 | 2125 |
| Laughlin, Stephanie | Teacher - Kindergarten | 2102 |
| Lamb, Roxanne | Teacher - PE | 2209 |
| Mathisen, Amy | Teacher - Preschool Special Education | 2121 |
| Moore, Jewell | Teacher - Title Reading/Reading Recovery | 2109 |
| Nurse | Nurse | 2204 |
| Nielsen, Carol | Teacher - Kindergarten | 2100 |
| Nix, Dee | Paraprofessional Media Center | 2210 |
| Penry, Paul | Custodian | 2200 |
| Powers, Sherry | Paraprofessional | 2111 |
| Schellhammer, Stacey | Guidance Counselor | 2127 |
| Smith, Arlene | Teacher - Right Start Preschool | 3308 |
| Smits, Melinda | Teacher - Kindergarten | 2106 |
| Snyder, Lauren | Teacher - ELL | 2107 |
| Spotts, Shelley | Teacher- Title Reading/Reading Recovery | 2118 |
| Stephens, Lacey | Paraprofessional | 2200 |
| Sterbick, Rebecca | Teacher - Grade 2 | 2128 |
| Taylor, Deb | Food Service | 2208 |
| Trumble, Barb | Paraprofessional | 2121 |
| Vannausdle, Tracy | Teacher - Grade 3 | 2119 |
| Walford, Kim | Teacher - Grade 2 | 2126 |
| Waltz, Jane | Paraprofessional Media Center | 2210 |
| Wemhoff, Linnea | Teacher - Music, Grades K-5 | 2120 |

Dear IPS Families and Students:

WELCOME to Inman Primary School!

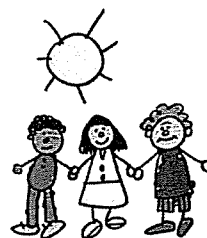
We are excited to work with you this year and can hardly believe that summer is over and it is time to kick off a new school year. We want to continue our goal in developing meaningful partnerships with you so that the students at Inman Primary School will have a successful school year, learn a lot and do their best - everyday.

We hope this guide will provide you with an introduction to IPS, and we encourage you to keep it as a handy reference throughout the school year. If you have questions, concerns, or simply wish to visit with us, we welcome your call. Again, welcome to IPS. We are looking forward to sharing an exciting year with you and your child(ren)!

You are always welcome at Inman Primary School! We will make every effort to ensure your child's success is at the highest level possible. Thank you for your support and participation in your child's education! We look forward to working with you!

Respectfully,

Mrs. Gayle Allensworth
PK-3 Principal



ACCIDENT AND EMERGENCY INFORMATION

In the event of a serious accident or illness at school, a parent will be called. If you cannot be reached, the persons you have designated as emergency contacts will be called. Emergency contacts are usually family members or close friends who have agreed to care for your child when you cannot be reached. Please ask these people before listing them, to be sure that they are willing to take this responsibility. Please be sure that the numbers you have given us for home, work and emergency contacts are accurate. If at any point during the school year this information changes, notify the office immediately so that our information is always correct. This allows us to provide the best emergency care for your child.

ANIMALS (PETS)

School permission, teacher or principal, must be obtained to bring any animal, insects or reptiles to school. It is necessary that pets be brought to the classroom by a parent, who then waits and takes the animal home.

ATTENDANCE

We believe that regular attendance in school accompanied by the responsibility to study and participate in school activities is essential to the learning process.

When a child is absent from school, the parent/guardian needs to notify the school office as soon as possible for verification purposes. If we do not hear from you by 9:00 A.M., the school will contact the home. Our primary concern is each student's safety and well-being.

Should a child be absent three consecutive days from school due to illness, we may request verification from your child's doctor.

If for any reason you wish to pick your child up from school before dismissal, you will need to come to the office in order to have them paged. Parents or guardians will be asked to "sign-out" for their child in a notebook kept in the office.

BEHAVIOR

Although we believe the majority of our students "do the right thing" on a consistent basis, it is our belief that a building-wide behavior plan will support the best learning environment for all students. In addition to providing students with clear, consistent expectations, our staff believes every student at Inman Primary has the right to a classroom free of distractions, inappropriate behavior and disrespect. We also believe...

- All students are entitled to a safe and harassment free learning environment.
- Learning will increase when all students know that consistent expectations for behavior exist in their school.
- Student, parent and teacher frustration will decrease when a clear plan for behavior expectations and consequences has been outlined.
- High expectations for respect for self and others build character and develop strong future citizens.

We also know student respond much better when every adult a child encounters throughout the day is consistent with the other adults in the building. Every adult at Inman Primary will follow the disciplinary process listed below when dealing with inappropriate behavior.

Expectations:

Every child in our school has the right to:

- Learn in a class free of disruptions
- Learn in a classroom free of putdowns and harassment

- Learn individually and within groups in a positive environment
- Expect that their peers will follow the rules of the classroom and school

Process:

Students not meeting discussed expectations will:

1. Receive a warning from staff
2. Go to Safe Seat (loss of class activities, complete a Think Sheet, make up class work, process with teacher)
3. Go to Buddy Room (complete a Think Sheet, make up class work, process with teacher, may result in attending weekly After School Behavior Support Workshop)
4. Go to Office (complete a Think Sheet, student calls home to parent, attend a weekly After School Behavior Support Workshop, make up class work, process with teacher)

BICYCLES

Riding a bicycle to and from school is a privilege and not a right. Students who fail to follow these guidelines will have the privilege of bike riding to and from school terminated and may also be subject to additional discipline.

- Bicycles will be parked in the racks provided or in a designated area.
- Bicycles will be walked while on the sidewalks or school grounds.
- Bicycles will not be ridden or tampered with during the school day.
- Bicycle riders are expected to use bicycle safety rules. Such as: always yielding to pedestrians; riding single file in a straight line; using the proper hand signals; and obeying all traffic rules.

BIRTHDAYS: TREATS AND INVITATIONS

Birthdays are special and we enjoy helping our students celebrate them. We do ask parents to use good judgment in what they send. If your child brings a birthday treat, there must be enough for every child in the classroom. Invitations for birthday parties may not be handed out in school unless all students in the class are invited. Feelings are hurt when not all class members are invited and invitations are distributed in everyone's presence.

BOOK CHARGES

Students losing or damaging schoolbooks/materials or media books beyond use will be expected to pay for them. The replacement cost of new and/or used books will be based on the costs obtained from new or used book catalog pricing information. Charges will be assessed for other misuse of books in relation to its severity.

CARE OF SCHOOL

Students who purchase candy or pop off-campus are to consume such items before they enter school grounds. Gum is not to be chewed in the building or on school grounds. It is our sincere desire that all students take pride in caring for their school building and its surroundings. We want to encourage the students to keep it as neat and clean as their own home. Students that purposely make a mess are expected to clean it up.

CHILD CUSTODY

In most cases, when parents are divorced, one parent is designated by the court as the custodial parent. Student records will be shared with the non-custodial parent, if the non-custodial parent makes a request for information and provides the school with an address for sending the records. If, in the case of divorced or separated parents, there is a court order that limits any of the rights of one parent, a copy of the court order must be filed in the office.

CHILD SAFETY

If your child is going to have a change in their normal routine, we need a parent note stating what the child is to do. Without a note, your child will be instructed to do their normal routine: ride the bus home, walk to the sitter, be picked up, etc. It is very important for us to know this information for the welfare and safety of your child.

CLOTHING AND DRESS FOR SCHOOL

Student dress or personal grooming is not to interfere with the normal classroom educational process. Parents should be aware of what clothing students wear to school. Items of apparel, which are disruptive to the school or class routine, are not acceptable. Examples of unacceptable dress are: clothing which has profane or suggestive wording or drawings (pictures); midriff tops; clothing which is advocating or advertising the use of alcohol, tobacco or drugs; extremely dirty or tattered clothing, unhemmed or torn garments; or biker shorts (spandex) are not permitted. Students who are wearing questionable apparel will be referred to the principal. Students who are wearing unacceptable apparel may be sent home and/or be subject to disciplinary action.

In wet, muddy, and snowy weather children are encouraged to wear weather conditioned shoes or boots or overshoes to prevent wet feet. Overshoes or snow boots are not to be worn all day indoors; students are to wear regular shoes in the school building. During inclement weather adequate outer garments should be worn. Recess will continue to be outside unless the principal and staff determine the weather is inappropriate for all students to be outside. The students will be required to wear the clothing the parent has sent with them to school for recess. The recess supervising teacher may determine that coats and boots are not needed under certain conditions.

CONFERENCES

Parent-Teacher conferences are scheduled for September and February. It is of utmost importance that parents meet with their child's teacher. Teachers and parents are encouraged to request additional conferences at any time during the year when there are questions or concerns about a child's progress. In addition to conferences, parents may receive communications throughout the school year. Parents should discuss appropriate items with their child. If there are questions, contact your child's teacher.

DISCIPLINE: See "Behavior"

FIELD TRIPS

The principal must give prior authorization for all field trips and/or excursions. Teachers will inform parents of field trips and/or excursions as they occur throughout the school year. Parental permission (written or verbal) will be required prior to the student's participation in a field trip. Excursions are appropriate walking trips that are within Red Oak. Excursions may also include a school bus ride to the athletic fields and Red Oak city parks. If you desire that your child not participate in an excursion please notify your child's teacher.

HARASSMENT/BULLYING

All individuals at Inman Primary School have a right to feel respected and safe. Bullying is a physical or verbal act of aggression toward individuals or property. Harassment may include name calling, unwelcome touches, and words or actions that make others uncomfortable. If any words or actions make a student uncomfortable or fearful, it immediately needs to be reported to the student's teacher, guidance counselor, activity supervisor, and/or the principal.

HOURS

School hours are from 8:25 AM.-3:15 PM each day. Students are welcome on school grounds after 7:45AM., if they are having breakfast and either walk or are dropped off at school. All other students who walk or are dropped off at school should arrive no later than 8:10 A.M. Bus students will arrive between 8:00 AM and 8:05 AM. Those students eating breakfast will go directly to the cafeteria. Breakfast will NOT be available if a student arrives after 8:10 AM and is not served on late start days.

If parents/guardians wish to pick up a student before dismissal times, they must contact the office and inform the school of their plans. For the safety of the child, he/she will not be sent out of the building to meet the designated pick-up person. If an adult is not available to come in the building to get the child due to physical disability, special arrangements will need to be made with the principal. Many times school may be dismissed early due to inclement weather or professional development. Please develop and send written plan(s) to the teacher for what your child should do in case of planned and unplanned early dismissal.

Please make sure that your child's teacher is aware of how he/she will leave school at the end of each day. Notify the school at least one hour, prior to dismissal, should a change in plans be necessary i.e., walk home, ride the bus, will pick-up, etc. We want to ensure that all changes are properly communicated to the teacher and student before dismissal.

INCLEMENT WEATHER: SEE: District-wide Parent/Student Handbook (attached)

IMMUNIZATIONS: SEE: District-wide Parent/Student Handbook (attached)

LOST AND FOUND

Lost and found articles are placed in the elementary office and in a box in the main hallway. Parents and children are encouraged to check the box for lost items. Every effort will be made to return identifiable items. Articles that are not claimed by the end of the school year will be given to a charitable organization.

LUNCH

Students are not allowed to bring pop or any carbonated beverage to school in cold lunches unless the teacher gives the class permission for a special occasion. **Students will not be permitted to share/trade/sell food items provided by the school or brought from home.** Parents are welcome to come to school to eat lunch with their child. Parents that want to eat the school hot lunch are asked to call school prior to 9:00 a.m. in order for a hot lunch to be ordered. We ask parents who bring lunch to eat with their child not to bring pop also. Items sent in a cold lunch should be "child friendly". Your child should be able to open items sent in their lunch.

MEDICATION: SEE ALSO: District-wide Parent/Student Handbook (attached)

Over the counter and prescription medications that need to be taken at school, must be sent in the original container/prescription bottle. The parent/guardian also must include a signed note giving permission for the staff to administer the medication along with specific instructions.

MONEY

Only money needed to conduct authorized sponsored activities should be brought to school. These might be hot lunch, insurance, book orders, school pictures, etc. Cash should be brought in a sealed envelope with the students name, amount of money and what it is to be used for on the outside of the envelope. Students should pay amounts due upon arrival at school to eliminate the possibility of loss or theft. Washington Intermediate School and its staff are not responsible for money lost.

MULTICULTURAL/GENDER FAIR EDUCATION

Students will have an equal opportunity for a quality education without discrimination, regardless of their race, religion, socioeconomic status, color, sex, marital status, national origin, creed, sexual orientation, gender identity or disability.

The education program is free of discrimination and provides equal opportunity for the students. The education program will foster knowledge of and respect and appreciation for the historical and contemporary contributions of diverse cultural groups, as well as men and women, to society. Special emphasis is placed on Asian-Americans, African-Americans, Hispanic-Americans and persons with disabilities. It will also reflect the wide variety of roles open to both men and women and provide equal opportunity to both sexes.

NON-DISCRIMINATION NOTIFICATION STATEMENT

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

PARENT ADVISORY COMMITTEE

Inman Primary School has a PK-3 Parent Advisory Committee. This committee is provided with pertinent information regarding the school and district. It also gives the parent members an opportunity to ask questions and provide input in relationship to the educational programs at this level. PAC meets approximately six times a year in the evening for one hour.

If you are interested in serving on PAC for the current school year, please notify the building principal so that your name will be added to the list for consideration.

PARENT/TEACHER REQUESTS

We understand that every student is unique and special; therefore, every attempt will be made to meet each student's needs. The building principal and elementary teaching staff will take careful consideration in placing each child into a classroom that will best benefit the individual. The following procedures are used at Inman Primary School when parents desire to request a particular teacher for their child.

All requests are to be in writing and received by the principal no later than the last day of the current school year. Parents must state the reason(s) for the request. At least two names for teachers must be included for consideration.

The school values parental input but cannot guarantee that all requests will be honored. After the building principal and teaching staff develop and finalize the class lists, no changes will be made unless there are extenuating circumstances.

PARTIES

Parties are planned and organized in conjunction with the principal's office. Room parties are held to celebrate various occasions and also class successes. Arrangements for these parties will be made cooperatively between teacher, parents and pupils as the situation permits.

PERSONAL PROPERTY AT SCHOOL

We would prefer that students NOT bring toys or other objects from home unless the classroom teacher has given them permission. Items that are brought from home should be marked so that they can be easily identified. The school cannot assume responsibility for the loss or breakage of things brought from home. Radios, tape recorders, cell phones, electronic games and similar items are not to be used in school. They are expensive, and the school cannot guarantee their safety.

PHYSICAL EDUCATION REQUIREMENTS

The physical education department request that appropriate shoes (no flip flops) be worn for physical education class. This is for safety as well as health reasons. Students should wear clothing that does not restrict movement on P.E. days. If a girl wants to wear a dress, she should wear shorts under her dress. If a student needs to be excused from participation in physical education for one class period due to injury or illness, a written parental request needs to be given to the P.E. teacher the day the student is to be excused. We encourage parents to write notes restricting only the types of activities that will aggravate the injury or illness rather than notes that eliminate the student from participating in all activities. If a student needs to be excused for two or more consecutive class periods, a written medical request from a doctor must be given to the P.E. teacher.

RECESS

Research studies have shown that taking a break from a task and moving around in order to get oxygen to the brain will increase one's readiness to learn. Our students go outside (weather permitting) in order to get fresh air and work off some of their energy. Recesses are part of the scheduled school day. All students are expected to participate in recess. Almost always, a child who is too sick to go out for recess is too sick to be in school. During winter months, students will go outside for recess unless the temperature or wind-chill is below zero degrees. **Please dress students appropriately during the winter months.** We will be happy to honor a one-day request for a child to stay in from recess after an extended illness. However, a request from your family physician will be needed for a child to remain inside for an extended period.

RETENTION

The grade placement of any student at the end of the school year for the next school year will be based on the determination of what is best for each child. Parents, teachers and the principal work together in order to ensure that students achieve to their maximum potential in their school-work. In case of any conflict with placement, the principal will meet with the parents to determine what is in the best interest of the student.

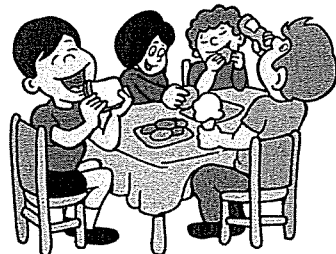
RULES: See "Behavior"

SCHOOL BREAKFAST/HOT LUNCH/MILK MONEY

Send your check or money in a sealed envelope to the school office. Write on the outside of the envelope the child's name, teacher's name and the amount enclosed. This money will go into your child's account and deducted accordingly. You will be notified when there is a balance of \$5.00 or less in your child's account.

LUNCH SCHEDULE:

| | |
|--------------|----------------|
| Kindergarten | 11:30-11:55 AM |
| First Grade | 11:00-11:25 AM |
| Second Grade | 12:30-12:55 PM |
| Third Grade | 12:00-12:25 PM |



SCHOOL PLEDGE: THE ABC PLEDGE

I promise to be a good student at Inman Primary School:

Always do my best;

Be responsible and respectful; and

Cooperate with others.

SCHOOL SONG :(Sung to the tune of It's a Small World)



It's a world of children, a world of smiles
It's a world of learning, a world of trials,
There's so much to be done.
But there's still time for fun.
We're the best and brightest too!

Inman Primary we're the best,
Inman Primary tops the rest,
Inman Primary is so cool,
Inman Primary is our School!

(By: Jen Bruce, July 2003)

SCHOOL VISITS

Visitors are always welcome at Inman Primary School! Please feel free to visit your child's classroom at any time, however, we would suggest that you wait until after the first two weeks of school. If possible, call ahead of time to make sure there are no conflicts with your visit. We discourage student's siblings from visiting school with parents, as their presence can become a distraction to learning. Please do not expect a conference with your child's teacher when class is in session. School-age children unaccompanied by an adult must have prior approval from the teacher and principal before visiting.

For the safety of the students, only enter the school at the front entrance on Inman Drive. All visitors must sign in at the office when they arrive at the building. A visitor's badge will be given to wear while you are in the building. Upon leaving the building, we ask visitors to sign out and to return the badge to the office.

SOLICITATION

Flyers for distribution to students or staff need prior approval from the principal. Distribution of the flyers is the responsibility of the organization.

STUDENT ASSISTANCE TEAM

Inman Primary School recognizes that students can experience a number of personal, behavioral or medical problems, which can have an adverse effect on their behavior, conduct or academic performance in school. The Student Assistance Team (SAT) program is designed to provide assistance to students experiencing any of these problems. Our program has been designed to identify and utilize school, family

and community resources in assisting students to achieve their educational potential. SAT will involve appropriate personnel to provide interventions at the earliest possible stage while maintaining the confidentiality of the student. The SAT is comprised of teaching staff, other school staff as appropriate and a representative from Green Hills AEA.

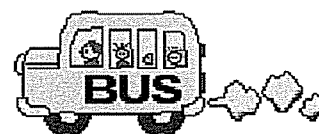
TELEPHONE MESSAGES

Except in an emergency, we do not call students to the telephone. If necessary, please call the office, and we will deliver a message. Students will not be permitted to use the telephone except in **cases of emergency**.

TRAFFIC SAFETY

Please help us to prevent the risk of serious injury by carefully adhering to all rules of traffic safety:

1. **DO NOT** park in the bus loading zones of each school.
2. All students should be dropped off and picked-up in the appropriate areas at each school:
 - o Webster - Valley and Joy Streets
 - o Washington - Washington Avenue, south side of the building
 - o Middle School - Hammond Street, south side of the building



TRANSPORTATION and BUS RIDING

Parents can help in the safe transportation of students by instructing their students that:

- The driver is in charge of pupils and the bus. Students must obey the driver cheerfully and promptly.
- Students must be on time at their pick-up point.
- Students should not stand in the roadway while waiting for the bus.
- Classroom conduct is to be practiced by pupils while riding in the bus, except for ordinary conversation. No "horseplay" permitted.
- Unnecessary conversation with the driver is prohibited.
- Students must remain seated at all times.
- Students will not extend arms or heads out of the bus windows.
- The drivers will not discharge riders at places other than a student's regular drop off point unless the parent authorizes the school to do so.

Failure to follow the above regulations may result in suspension from the school bus. The bus driver will handle disciplinary problems when possible. The driver may refer the student to the transportation director when necessary.

Inman - Front of the building on Inman Drive. **Not in the circle driveway.** When dropping off or picking up a child at IPS, always pull to the curb. Do not stop in the middle of the parking lot to pick up or drop off a child. **PLEASE REMAIN IN YOUR VEHICLE.** Otherwise, use the designated areas for parking. Please be aware of the **NO PARKING AREAS**. This also includes the yellow painted curb by the north entrance. This can create congestion and interfere with the flow of the traffic. If you are getting out of your vehicle, please park in the front parking lot. Please park in the appropriate designated areas only. **Safety and patience is of the utmost importance at the end of the school day.** This is only intended to prevent serious injury and to ensure the safety of all students. We encourage your child(ren) to use the crosswalks at each school.

VOLUNTEERS: GENERAL INFORMATION

We welcome and appreciate your interest and involvement in our schools! A volunteer always works under the direction of a teacher or other staff member of the school. The volunteer does not substitute for a staff member but provides supplemental and supportive services as directed by the teacher/staff member. A volunteer should:

- Sign the volunteer form in the office upon arriving at the school.
- Wear a volunteer badge from the office and return it when finished.
- Be dependable and punctual, according to the schedule that you have arranged with the teacher/staff member. Please notify the school should there be a reason for your schedule to be altered.

Make sure you understand your role and responsibilities when working with a teacher/staff member.

- Dress appropriately and comfortably for working with children.
- Use appropriate comments and language while in the school setting.
- Personal opinions regarding staff members and/or children in the classroom should be kept to themselves. Please treat **ALL** information encountered related to the staff, students and their families **CONFIDENTIAL**.
- We would also request that volunteers not bring their preschool age children when volunteering at school.

VOLUNTEERS: PARENT-TEACHER ORGANIZATION

The elementary PTO provides outstanding support to the students and staff at the PK-5 level. There are two fundraisers that are held annually and directly benefit the elementary programs, which, enhance and enrich the opportunities for our elementary students in Red Oak. Your involvement and support of the PTO is appreciated! If you are interested in becoming involved with the PTO, please contact the Inman Primary Office for more information. THANK YOU PTO!!!

Student Handbook:

Changes:

1. Will need to update staff when I know it – pg. 2
2. Added “Excellence for all, whatever it takes” to the mission statement pg. 4
3. Took out the note to the students pg. 4 and added students to the message to parents pg. 3 (it was a repeat of the same information)
4. Cell phone language – encouraged not to bring them, but if they do they can keep them in the office
5. Hours - Updated times – we are starting classes at 8:15 AM instead of 8:25.
6. Added emergency plans
7. Added MULTICULTURAL/GENDER FAIR EDUCATION section
8. Added Non-Discrimination Notification Statement

Barbara Sims

Washington Intermediate School Principal
and Red Oak Director of Curriculum and Instruction
simbs@roschools.com
712-623-6630



Red Oak Community Middle School
308 East Corning Street
Red Oak, Iowa 51566
(712) 623-6620

Memo

To: Board of Directors

Re: Handbook Changes

As directed, the MS handbook changes and explanations are below. Everything else is the same from the previously approved calendar.

Changes:

Page 0 – Added Equity statements required by the State of Iowa.

Page 2 – Changed the mission statement to “Excellence for all... Whatever it takes!”

Page 3 – Time schedule has changed and is now updated to show a 8:15 start time and a 3:15 ending time.

Page 4 – Added the clarification to the unexcused tardy clarification for students who sign out to eat lunch.

Page 5 – 1) Added the requirement of remaining in class for the majority of the class period, to be eligible to participate in activities. Students missing more than half a class period due to illness, discipline, etc. will not be allowed to participate. *This coincides with the vast majority of schools in the nation and matches the requirement of showing up to school on time.

2) Changed the Jurisdictional and Behavioral Expectations to match our building “Tiger Expectations.” *Basically a rewording of what was previously there.

3) Added clarifications in the Detentions section to help explain the building behavior management plan (Tiger Expectation) consequences model. *It states students receiving more than 1 lunch detention will receive an additional 15 minutes of detention after school. Students receiving 5 lunch detentions in on day will receive on day ISS the following day of school. It also addresses more serious violations will be handled on an individual basis and more serious consequences can be enforced.

Page 6 – Changed the wording on the dress code section for advertising. *Previous wording suggested NO advertising could be worn at school. New wording states no advertisements of or suggesting profanity, sexual innuendo, tobacco, alcohol, firearms or drugs.

Page 10 – Changed the procedural guidelines specified in the handbook, to more coincide with the Crisis Management Plan. Suggesting we will immediately evacuate when there is a threat of a bomb in the building is not necessarily what emergency professionals would want us to do. New wording states

notification will be made over the intercom and everyone are to remain in their classrooms and await further instruction.

Page 11 – Parent Teacher Conferences are no longer student led at the MS. * We changed this because students were spending a lot of class time preparing for their conference and parents had less opportunity to visit with as many of their child's teachers as possible. NOTE! We still schedule conference times and do NOT operate on an open house format.

Page 14 – Added a offense/consequence for section for student found to have their cell phone on and in their possession during school. It is:

1st offense – *Student phone may be retrieved from the principal & a 30 minute detention will be assigned.*

2nd offense – *Student parent will be required to pick up the phone from the principal & a 60 minute detention will be assigned.*

3rd offense – *Student parent will be required to pick up the phone from the principal. 1 day of ISS will be assigned & student must hand in their phone to the office each morning to be considered in attendance at school. *Parents may call school from student cell phone to provide proof the phone is not in the possession of the student.*

Page 15 – Removed the Gum-Food section because it is addressed in the Tiger Expectations.

Here are the changes Jedd made to the handbook:

1. Old: Progress Reports and Report Cards

Approximately every four weeks, either a progress report or report card will be sent to the parent or guardian of the student. (page 19)

New: Approximately every four weeks, either a progress report or report card will be **given to the student.**

2. Old: For every unexcused absence (including truancy), students will lose a point from their final semester average. We will deduct up to 10 points for 10 unexcused absences, which represents 10% of the student's grade for a given course.

Example: If a student has 7 unexcused absences, and the teacher has determined that the student's final average for the semester is a 76%, then administration will direct the teacher to lower the average to a 69%, a 7 point deduction for the 7 unexcused absences. **Deductions from a student's final average may result in the student failing the class and losing credit for the course. (page 35)**

New: This section has been deleted.

3. Old: Any freshman or sophomore who wishes to leave during the lunch period must have permission from the administration and parents/guardians. (p. 36)

New: Any freshman or sophomore who wishes to leave during the lunch period must have permission from the administration and parents/guardians. The reason for leaving must be an exceptional one and parents must sign the student out.

4. Old: Threats

Any student who uses a written or verbal threat towards another student or staff member will be subject to a Level IV Discipline. (page 41)

New: Bullying/Harrassment/Threats (see District Handbook)

Any student who uses a written or verbal threat towards another student or staff member will be subject to a Level IV Discipline.

5. Good Conduct Policy has been revised. These are the changes according to Angie and Jedd. Unfortunately I don't have the "old" version, I just have the new version. I have highlighted the changes/additions. Please note that some things have been omitted. Should Terry or the board need the old version as well, please email Jedd.

Good Conduct Rule

A student participating in athletics, extracurricular or co-curricular activities shall not engage in the following conduct, in school or out of school, at any time during the calendar year.

- *Possession, use, or purchase of tobacco products, regardless of the student's age.*

- *Possession, use, or purchase of alcoholic beverages, including beer and wine (having the odor of alcohol on one's breath is evidence of "use"; "possession" as defined by the Iowa Supreme Court as being within reach of or in "close proximity to" the contraband (e.g., alcohol or other drugs).*
- *Being in attendance at a function or party where the student knows or has reason to know that alcohol or other drugs are being consumed illegally by minors. Students confronted with this situation have two choices:*
 1. *Leave immediately (an intention to leave is not acceptable).*
 2. *Stay and assume the consequences listed in the penalty chart on pg 51.*
- *Possession, use or purchase of illegal drugs, drug paraphernalia, look-alike drugs or under the influence of illegal drugs.*
- *Engaging in any act that would be grounds for arrest or citation in the criminal or juvenile court system, excluding minor offenses such as traffic violations, regardless of whether the student was cited, arrested, convicted, or adjudicated for the act(s);*
- *Exceedingly inappropriate or offensive conduct such as assault, gross insubordination (talking back or refusing to cooperate with authorities), hazing or harassment of others. NOTE: This could include group conduct!*
- *Students who receive an out-of-school suspension are prohibited from attending all extracurricular and co-curricular practices, rehearsals or contests during the suspension.*

Source of Information: *In order to verify any of the above, these actions must be observed by a school employee, a school board member, or member of law enforcement and reported to school administration. We will not accept anonymous reports.*

Penalties

Violations of the Good Conduct Rule will be cumulative with in the student's high school career.

First Offense: 33% loss of eligibility

Second Offense: 66% loss of eligibility

- *Seek an evaluation and, if recommended, treatment from a recognized substance abuse or counseling facility at the student's or student's parent/guardian's expense. The student must agree to waive confidentiality to allow the facility to report back to the superintendent or designee regarding recommendations for treatment or follow-up care (and)*

Third Offense: 12 month loss of eligibility

Fourth Offense: 12 month loss of eligibility

See Penalty Chart

Penalty Chart date/games column subject to change without notice.

| | Date/Game | 1 st Offense | 2 nd Offense | 3 rd Offense | 4 th Offense |
|----------|-----------|-------------------------|-------------------------|-------------------------|-------------------------|
| Football | 9 | 3 | 6 | 12 months | 12 months |

| | | | | |
|---------------|------------|----------|-----------|-----------|
| Volleyball | 14 | 5 | 9 | 12 months |
| Cross Cntry | 10 | 3 | 7 | 12 months |
| Basketball | 21 | 7 | 14 | 12 months |
| Wrestling | 14 | 5 | 9 | 12 months |
| Bowling | 12 | 4 | 8 | 12 months |
| Track | 12 | 4 | 8 | 12 months |
| Golf | 12 | 4 | 8 | 12 months |
| Tennis | 12 | 4 | 8 | 12 months |
| Softball | TBA | TBA | TBA | 12 months |
| Baseball | TBA | TBA | TBA | 12 months |
| Cheerleading | Same as | sport | season | |
| | | | | |
| Acad Comp | | 2 | 4 | 12 months |
| Band | TBA | TBA | TBA | 12 months |
| Class Officer | | 60 days* | 119 days* | 12 months |
| Clubs/Organ. | | 2 | 4 | 12 months |
| Debate | | 1 | 2 | 12 months |
| Drama | | 1 | 2 | 12 months |
| Drill/Flag | TBA | TBA | TBA | 12 months |
| NHS | Subject to | NHS | Bylaws | |
| Royalty | | 3 months | 8 months | 12 months |
| Speech | | 2 | 4 | 12 months |
| Student Co. | | 60 days* | 119 days* | 12 months |
| Vocal Music | TBA | TBA | TBA | 12 months |

*school days

NOTE: 5 hours of school/community service hours for each violation on the penalty chart. These hours will be completed under the supervision of the Activities Director and or school personnel.

Self-reporting: A student may have the penalty reduced by 1 competition/performance for self-reporting a Good Conduct Rule violation. Definition of self-reporting: Self-reporting must be accurate information and initiated by the student that they have violated the Good Conduct Rule without being cited by law enforcement. Self-reporting is available only once and only with a first violation.

A student's ineligibility will be imposed at the highest level of competition (i.e. varsity, junior varsity, freshmen).

A student's ineligibility will be imposed at all levels of participation. Should the student participate in more than 1 level (Varsity, JV, Freshmen) on the same date, they will be ineligible for all levels. This would serve as one day of ineligibility.

The period of ineligibility is imposed immediately upon a finding of a violation if the student is eligible for and currently engaged in an extracurricular activity. If a

student is not engaged, or if ineligibility is not completed during the current activity, the period of ineligibility will be carried over to the next activity or contest.

If the period of times between a violation and an activity is twelve calendar months or more, the student shall not serve an ineligibility period for the violation.

A season or performances are based on the maximum playing dates or games whichever applies, allowed by state regulations or actually scheduled. Multiple contests/performances on any one date (i.e. wrestling double duals, baseball doubleheaders, etc.) constitute a single contest/performance for the purpose of this rule.

An ineligible student shall attend all practices or rehearsals but may not "suit up" for contests nor perform/participate. This does not apply to out-of-school suspension students.

Students must complete each season, extra-curricular or co-curricular activity in good standing, or the period of ineligibility will be extended to the next season of participation. If the student is not currently engaged in an activity, the ineligibility will be served in his/her next season of participation (subject to the 12-month limitation).

If a student violates the Good Conduct Rule while already ineligible, the first ineligibility must be served before the next (second/third) penalty is imposed.

Becki Peterson
Guidance Secretary
Red Oak High School
2011 N. 8th Street
Red Oak, IA 51566

Here are our handbooks. Only changes made are date/year
and coaches contact information which is not complete as of now.

Trish



Handbook 2014-2015

Item 6.2.2 Fees and Assessments for the 2011 – 2012 School Year

BACKGROUND INFORMATION: Enclosed is a copy of the current fees and charges students/parents/guardians. Not included on the summary sheet is the \$30 per month charge for students attending the pre-school programs at the Webster Building.

Given the economic climate and the significantly increasing number of students who qualify for free and reduced priced lunches, Terry would recommend this evening that all fees, assessments, and charges remain the same for the 2011 – 2012 school year. This would include the \$30 per month fee for students attending the Kaleidoscope Four-Year-Old Program.

SUGGESTED BOARD ACTION: to be determined

**RED OAK COMMUNITY SCHOOL REGISTRATION
2010-2011**

WHEN: THURSDAY, AUGUST 5th
TIME: 10:00 A.M. – 7:00 P.M.
WHERE: HIGH SCHOOL GYMNASIUM

CLASSES COMMENCE WEDNESDAY, AUGUST 18, 2010

SENIOR HIGH SCHOOL.....8:15 A.M. - 3:15 P.M.
MIDDLE SCHOOL.....8:10 A.M. - 3:10 P.M.
WASHINGTON INTERMEDIATE SCHOOL.....8:25 A.M. - 3:15 P.M.
INMAN PRIMARY SCHOOL.....8:25 A.M. - 3:15 P.M.

FEES

| | <u>TEXTBOOKS/WORKBOOKS</u> | |
|----------------------|-----------------------------------|----------------|
| <u>LEVEL:</u> | K-5 | \$25.00 |
| | 6-8 | \$30.00 |
| | 9-12 | \$36.00 |

BREAKFAST

| | |
|----------------------------|---------------|
| K-12 grade student per day | \$1.10 |
| Adult per day | \$1.50 |

LUNCH

| | |
|----------------------------|---------------|
| K-3 student per day | \$1.80 |
| 4-12 grade student per day | \$1.95 |
| Adult per day | \$2.50 |
| Prek -12 extra milk | \$.35 |

| | |
|---------------------------------|-----------------|
| STUDENT ACTIVITY TICKET: | \$40.00 |
| ADULT PASS: | \$50.00 |
| FAMILY PASS: | \$150.00 |

Item 6.2.3 Board of Director Policy Review and Updates

BACKGROUND INFORMATION: This evening work continues in the review, revision, and updating of board policies. Section 300 is available for tentative approval this evening. This section affects: Administration.

Enclosed are the policies that need updating and revision. Please allow Shirley Maxwell a few minutes to highlight the proposed changes – many of which are very minor.

It will be necessary to update the performance review instrument for the school superintendent and for building administrators. These instruments will be made a part of the policy update. The current policy was using older instruments that are no longer in use.

SUGGESTED BOARD ACTION:

Original

Code No. 302.1

SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board will employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the school district, and to implement board policy with the power and duties prescribed by the board and the law.

The board will consider applicants that meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the board will consider the qualifications, credentials and records of the applicants without regard to race, color, religion, sex, national origin, age, or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the board will also consider the school district's educational philosophy, financial situation, organizational structure, education programs, and other factors deemed relevant by the board.

The board may contract for assistance in the search for a superintendent.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e *et seq.* (1994).
Iowa Code §§ 21.5(1)(i); 35C; 216; 279.8, .20 (2003).
281 I.A.C. 12.4(4).
1980 Op. Att'y Gen. 367.

Cross Reference: 200.2 Powers of the Board of Directors
200.3 Responsibilities of the Board of Directors
301 Administrative Structure
302 Superintendent

Approved March 25, 1996 Reviewed March 14, 2005 Revised _____

Red Oak Community School District

SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board will employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the school district, and to implement board policy with the power and duties prescribed by the board and the law.

The board will consider applicants that meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the board will consider the qualifications, credentials and records of the applicants without regard to race, color, creed, religion, sex, national origin, age, sexual orientation, gender identity or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the board will also consider the school district's educational philosophy, financial situation, organizational structure, education programs, and other factors deemed relevant by the board.

The board may contract for assistance in the search for a superintendent.

Legal Reference: 29 U.S.C. §§ 621-634 (2010).
42 U.S.C. §§ 2000e *et seq.* (2010).
Iowa Code §§ 21.5(1)(i); 35C; 216; 279.8, .20 (2011).
281 I.A.C. 12.4(4).
1980 Op. Att'y Gen. 367.

Cross Reference: 200.2 Powers of the Board of Directors
200.3 Responsibilities of the Board of Directors
301 Administrative Structure
302 Superintendent

Approved _____

Reviewed _____

Revised _____

Original

Code No. 302.5

SUPERINTENDENT EVALUATION

The board will conduct an ongoing evaluation of the superintendent's skills, abilities, and competence. At a minimum, the board will formally evaluate the superintendent on an annual basis. The goal of the superintendent's formal evaluation is to ensure the education program for the students is carried out, promote growth in effective administrative leadership, clarify the superintendent's role, clarify the immediate priorities of the board, and develop a working relationship between the board and the superintendent.

The formal evaluation will be based upon the following principles:

- The evaluation criteria will be in writing, clearly stated and mutually agreed upon by the board and the superintendent. The criteria will be related to the job description and the school district's goals;
- At a minimum, the evaluation process will be conducted annually at a time agreed upon;
- Each board member will have an opportunity to individually evaluate the superintendent, and these individual evaluations will be compiled into an overall evaluation by the entire board;
- The superintendent will conduct a self-evaluation prior to discussing the board's evaluation, and the board as a whole will discuss its evaluation with the superintendent;
- The board may discuss its evaluation of the superintendent in closed session upon a request from the superintendent and if the board determines its discussion in open session will needlessly and irreparably injure the superintendent's reputation; and,
- The individual evaluation by each board member, if individual board members so desire, will not be reviewed by the superintendent. Board members are encouraged to communicate their criticisms and concerns to the superintendent in the closed session. The board president will develop a written summary of the individual evaluations, including both the strengths and the weaknesses of the superintendent, and place it in the superintendent's personnel file to be incorporated into the next cycle of evaluations.

This policy supports and does not preclude the ongoing, informal evaluation of the superintendent's skills, abilities and competence.

Legal Reference: Wedergren v. Board of Directors, 307 N.W.2d 12 (Iowa 1981).
Iowa Code §§ 279.8, .20, .23, .23A (2003).
281 I.A.C. 12.3(4).

Cross Reference: 212 Closed Sessions
302 Superintendent

Approved March 25, 1996 Reviewed March 14, 2005 Revised _____

Red Oak Community School District

Proposed

Code No. 302.5

SUPERINTENDENT EVALUATION

The board will conduct an ongoing evaluation of the superintendent's skills, abilities, and competence. At a minimum, the board will formally evaluate the superintendent on an annual basis. The goal of the superintendent's formal evaluation is to ensure the education program for the students is carried out, promote growth in effective administrative leadership, clarify the superintendent's role, clarify the immediate priorities of the board, and develop a working relationship between the board and the superintendent.

The superintendent will be an educational leader who promotes the success of all students by:

- Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.
- Advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development.
- Ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment.
- Collaborating with families and community members, responding to diverse community interests and needs and mobilizing community resources.
- Acting with integrity, fairness and in an ethical manner.
- Understanding the profile of the community, and responding to and influencing the larger political, social, economic, legal and cultural context.

The formal evaluation will be based upon the following principles:

- The evaluation criteria will be in writing, clearly stated and mutually agreed upon by the board and the superintendent. The criteria will be related to the job description and the school district's goals;
- At a minimum, the evaluation process will be conducted annually at a time agreed upon;
- Each board member will have an opportunity to individually evaluate the superintendent, and these individual evaluations will be compiled into an overall evaluation by the entire board;
- The superintendent will conduct a self-evaluation prior to discussing the board's evaluation, and the board as a whole will discuss its evaluation with the superintendent;
- The board may discuss its evaluation of the superintendent in closed session upon a request from the superintendent and if the board determines its discussion in open session will needlessly and irreparably injure the superintendent's reputation; and,
- The individual evaluation by each board member, if individual board members so desire, will not be reviewed by the superintendent. Board members are encouraged to communicate their criticisms and concerns to the superintendent in the closed session. The board president will develop a written summary of the individual evaluations, including both the strengths and the weaknesses of the superintendent, and place it in the superintendent's personnel file to be incorporated into the next cycle of evaluations.

This policy supports and does not preclude the ongoing, informal evaluation of the superintendent's skills, abilities and competence.

Legal Reference: Wedergren v. Board of Directors, 307 N.W.2d 12 (Iowa 1981).
Iowa Code §§ 279.8, .20, .23, .23A (2011).
281 I.A.C. Ch. 83; 12.3(4).

Cross Reference: 212 Closed Sessions
302 Superintendent

Approved _____

Reviewed _____

Revised _____

Original

Code No. 303.1

ADMINISTRATIVE POSITIONS

The school district will have, in addition to the superintendent, sufficient administrative personnel to adequately supervise all district attendance centers. All administrators will work closely in the day-to-day operations of the school districts.

It is the responsibility of these administrators to uphold board policy, to instill a positive, cooperative environment with employees, and to share their expertise with each other and the board under the management team concept.

Legal Reference: Iowa Code §§ 279.8, .20, .21, .23-.24 (2003).
281 I.A.C. 12.4.

Cross Reference: 301 Administrative Structure
303 Administrative Employees

Approved March 25, 1996 Reviewed March 14, 2005 Revised _____

Red Oak Community School District

Proposed

Code No. 303.1

ADMINISTRATIVE POSITIONS

The school district will have, in addition to the superintendent, the following administrative positions:

These administrators will work closely with the superintendent in the day-to-day operations of the school district.

It is the responsibility of these administrators to uphold board policy, to instill a positive, cooperative environment with employees, and to share their expertise with each other and the board under the management team concept.

Legal Reference: Iowa Code §§ 279.8, .20, .21, .23-.24 (2011).
281 I.A.C. 12.4.

Cross Reference: 301 Administrative Structure
303 Administrative Employees

Approved _____

Reviewed _____

Revised _____

Original

Code No. 303.2

ADMINISTRATOR QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board will employ building principals and other administrators, in addition to the superintendent, to assist in the daily operations of the school district.

The board will consider applicants who meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the position. In employing an administrator, the board will consider the qualifications, credentials and records of the applicants without regard to race, color, religion, sex, national origin, age, or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing an administrator, the board will also consider the school district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It is the responsibility of the superintendent to make a recommendation to the board for filling an administrative position, based on the requirements stated in this policy. The board will act only on the superintendent's recommendation.

The board may contract for assistance in the search for administrators.

Legal Reference: Iowa Code §§ 279.8, .21 (2003).
281 I.A.C. 12.4.
1980 Op. Att'y Gen. 367.

Cross Reference: 303 Administrative Employees

Approved March 25, 1996 Reviewed March 14, 2005 Revised _____

Red Oak Community School District

ADMINISTRATOR QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board will employ building principals and other administrators, in addition to the superintendent, to assist in the daily operations of the school district.

The board will consider applicants who meet or exceed the standards set by the Iowa Department of Education and the qualifications established in the job description for the position. In employing an administrator, the board will consider the qualifications, credentials and records of the applicants without regard to race, color, creed, religion, sex, national origin, age, sexual orientation, gender identity or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing an administrator, the board will also consider the school district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It is the responsibility of the superintendent to make a recommendation to the board for filling an administrative position, based on the requirements stated in this policy. The board will act only on the superintendent's recommendation.

The board may contract for assistance in the search for administrators.

Legal Reference: Iowa Code §§ 279.8, .21 (2011).
281 I.A.C. 12.4.
1980 Op. Att'y Gen. 367.

Cross Reference: 303 Administrative Employees

Approved _____

Reviewed _____

Revised _____

Original

Code No. 303.3

ADMINISTRATOR CONTRACT AND CONTRACT NONRENEWAL

The length of the contract for employment between an administrator and the board will be determined by the board and stated in the contract. The contract will also state the terms of the employment.

The first two years of a contract issued to a newly employed administrator will be considered a probationary period. The board may waive this period. The probationary period may be extended for an additional year upon the consent of the administrator. In the event of termination of a probationary or nonprobationary contract, the board will afford the administrator appropriate due process, including notice by May 15. The administrator and board may mutually agree to terminate the administrator's contract.

It is the responsibility of the superintendent to create a contract for each administrative position.

Administrators who wish to resign, to be released from a contract, or to retire, must comply with board policies regarding the areas of resignation, release or retirement.

Legal Reference: Cook v Plainfield Community School District, 301 N.W.2d 771 (Iowa App. 1980).
 Board of Education of Fort Madison Community School District v Youel, 282 N.W.2d 677 (Iowa 1979).
 Briggs v Board of Education of Hinton Community School District, 282 N.W.2d 740 (Iowa 1979).
 Iowa Code §§ 279.20, .22-.25 (2003).
 281 I.A.C. 12.4(4), 4(7).

Cross Reference: 303 Administrative Employees

Approved March 25, 1996 Reviewed March 14, 2005 Revised March 10, 2008

Red Oak Community School District

ADMINISTRATOR CONTRACT AND CONTRACT NONRENEWAL

The length of the contract for employment between an administrator and the board will be determined by the board and stated in the contract. The contract will also state the terms of the employment.

The first two years of a contract issued to a newly employed administrator will be considered a probationary period. The board may waive this period. The probationary period may be extended for an additional year upon the consent of the administrator. In the event of termination of a probationary or nonprobationary contract, the board will afford the administrator appropriate due process, including notice by May 15. The administrator and board may mutually agree to terminate the administrator's contract.

If an administrator's contract is not being renewed by the board, the contract will be extended automatically for additional one-year periods beyond the end of its term until it is modified or terminated as mutually agreed to by the parties or until the administrator's contract is terminated consistent with statutory termination procedures.

It is the responsibility of the superintendent to create a contract for each administrative position.

Administrators who wish to resign, to be released from a contract, or to retire, must comply with board policies regarding the areas of resignation, release or retirement.

Legal Reference: Martin v. Waterloo Community School District, 518 N.W. 2d 381 (Iowa 1994).
Cook v Plainfield Community School District, 301 N.W. 2d 771 (Iowa App. 1980).
Board of Education of Fort Madison Community School District v Youel, 282 N.W. 2d 677 (Iowa 1979).
Briggs v Board of Education of Hinton Community School District, 282 N.W. 2d 740 (Iowa 1979).
Iowa Code §§ 279.20, .22-.25 (2011).
281 I.A.C. 12.4(4), .4(7).

Cross Reference: 303 Administrative Employees

Approved _____

Reviewed _____

Revised _____

Original

Code No. 303.6

ADMINISTRATOR EVALUATION

The superintendent will conduct an ongoing process of evaluating the administrators on their skills, abilities, and competence. At a minimum, the superintendent will formally evaluate the administrators annually. The goal of the formal evaluation process is to ensure that the educational program for the students is carried out, student learning goals of the school district are met, promote growth in effective administrative leadership for the school district, clarify the administrator's role as defined by the board and the superintendent, ascertain areas in need of improvement, clarify the immediate priorities of the responsibilities listed in the job description, and develop a working relationship between the superintendent and the administrator.

The superintendent is responsible for designing an administrator evaluation instrument. The formal evaluation will include written criteria related to the job description. The superintendent, after receiving input from the administrators, will present the formal evaluation instrument to the board for approval.

The formal evaluation will also include an opportunity for the administrator and the superintendent to discuss the written criteria, the past year's performance and the future areas of growth. The evaluation is completed by the superintendent, signed by the administrator and filed in the administrator's personnel file.

It is the responsibility of the superintendent to conduct a formal evaluation of the probationary administrators and nonprobationary administrators prior to May 15.

This policy supports and does not preclude the ongoing informal evaluation of the administrator's skills, abilities and competence.

Legal Reference: Iowa Code §§ 279.8, .21-.23A (2003).
281 I.A.C. 12.3(4).

Cross Reference: 303 Administrative Employees

Approved March 25, 1996
1997

Reviewed July 23, 1997; March 14, 2005

Revised September 8,

Red Oak Community School District

ADMINISTRATOR EVALUATION

The superintendent will conduct an ongoing process of evaluating the administrators on their skills, abilities, and competence. At a minimum, the superintendent will formally evaluate the administrators annually. The goal of the formal evaluation process is to ensure that the educational program for the students is carried out, ensure student learning goals of the school district are met, promote growth in effective administrative leadership for the school district, clarify the administrator's role as defined by the board and the superintendent, ascertain areas in need of improvement, clarify the immediate priorities of the responsibilities listed in the job description, and develop a working relationship between the superintendent and the administrator.

The superintendent is responsible for designing an administrator evaluation instrument. The formal evaluation will include written criteria related to the job description. The superintendent, after receiving input from the administrators, will present the formal evaluation instrument to the board for approval.

The formal evaluation will also include an opportunity for the administrator and the superintendent to discuss the written criteria, the past year's performance and the future areas of growth. The evaluation is completed by the superintendent, signed by the administrator and filed in the administrator's personnel file.

The principal will be an educational leader who promotes the success of all students by:

- Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.
- Advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development.
- Ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment.
- Collaborating with families and community members, responding to diverse community interests and needs and mobilizing community resources.
- Acting with integrity, fairness and in an ethical manner.
- Understanding the profile of the community, and responding to and influencing the larger political, social, economic, legal and cultural context.

It is the responsibility of the superintendent to conduct a formal evaluation of the probationary administrators and nonprobationary administrators prior to May 15.

This policy supports and does not preclude the ongoing informal evaluation of the administrator's skills, abilities and competence.

Legal Reference: Iowa Code §§ 279.8, .21-.23A (2011).
281 I.A.C. 12.3(4); ch 83.

Cross Reference: 303 Administrative Employees

Approved _____

Reviewed _____

Revised _____

ADMINISTRATOR CODE OF ETHICS

Administrators, as part of the educational leadership in the school district community, represent the views of the school district. Their actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, administrators will conduct themselves professionally and in a manner fitting to their position.

Each administrator will follow the code of ethics stated in this policy. Failure to act in accordance with this code of ethics or in a professional manner, in the judgment of the board, will be grounds for discipline up to, and including, discharge.

The professional school administrator:

- Upholds the honor and dignity of the profession in actions and relations with students, colleagues, board members and the public;
- Obeys local, state and national laws; holds to high ethical and moral standards; and gives loyalty to this country and to the cause of democracy and liberty;
- Accepts the responsibility to master and contribute to the growing body of specialized knowledge, concepts, and skills which characterize school administration as a profession;
- Strives to provide the finest possible educational experiences and opportunities to the members of the school district community;
- Seeks to preserve and enhance the prestige and status of the profession when applying for a position or entering into contractual agreements;
- Carries out in good faith the policies duly adopted by the local board and the regulations of state authorities and renders professional service;
- Disallows consideration of private gain or personal economic interest to affect the discharge of professional responsibilities;
- Recognizes public schools are the public's business and seeks to keep the public informed about their schools; and,
- Supports and practices the management team concept.

Legal Reference: Iowa Code § 279.8 (2003).
282 I.A.C. 13.

Cross Reference: 404 Employee Conduct and Appearance

Approved March 25, 1996 Reviewed March 14, 2005 Revised _____

ADMINISTRATOR CODE OF ETHICS

Administrators, as part of the educational leadership in the school district community, represent the views of the school district. Their actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, administrators will conduct themselves professionally and in a manner fitting to their position.

Each administrator will follow the code of ethics stated in this policy. Failure to act in accordance with this code of ethics or in a professional manner, in the judgment of the board, will be grounds for discipline up to, and including, discharge.

The professional school administrator:

- Makes the education and well-being of students the fundamental value of all decision making.
- Fulfills all professional duties with honesty and integrity and always acts in a trustworthy and responsible manner.
- Supports the principle of due process and protects the civil and human rights of all individuals.
- Implements local, state and national laws.
- Advises the school board and implements the board's policies and administrative rules and regulations.
- Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals or that are not in the best interest of children.
- Avoids using his/her position for personal gain through political, social, religious, economic or other influences.
- Accepts academic degrees or professional certification only from accredited institutions.
- Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Honors all contracts until fulfillment, release or dissolution mutually agreed upon by all parties.
- Accepts responsibility and accountability for one's own actions and behaviors.
- Commits to serving others above self.

Legal Reference: Iowa Code § 279.8 (2011).
282 I.A.C. 13.

Cross Reference: 404 Employee Conduct and Appearance

Approved _____

Reviewed _____

Revised _____

Original

Code No. 306

SUCCESSION OF AUTHORITY TO THE SUPERINTENDENT

In the absence of the superintendent, it is the responsibility of the other administrators to assume the superintendent's duties. The succession of authority to the superintendent will be determined annually by the board president and the superintendent.

If the absence of the superintendent is temporary, the successor will assume only those duties and responsibilities of the superintendent that require immediate action. If the board determines the absence of the superintendent will be a lengthy one, the board will appoint an acting superintendent to assume the responsibilities of the superintendent. The successor will assume the duties when the successor learns of the superintendent's absence or when assigned by the superintendent or the board.

References to "superintendent" in this policy manual will mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.

Legal Reference: Iowa Code § 279.8 (2003).
281 I.A.C. 12.4(4).

Cross Reference: 302 Superintendent

Approved March 14, 2005 Reviewed _____ Revised _____

Red Oak Community School District

Proposed

Code No. 306

SUCCESSION OF AUTHORITY TO THE SUPERINTENDENT

In the absence of the superintendent, it is the responsibility of the other administrators to assume the superintendent's duties. The succession of authority to the superintendent is in this order:

1. Curriculum Director
2. Director of Special Education
3. Building Principals as assigned when needed

If the absence of the superintendent is temporary, the successor will assume only those duties and responsibilities of the superintendent that require immediate action. If the board determines the absence of the superintendent will be a lengthy one, the board will appoint an acting superintendent to assume the responsibilities of the superintendent. The successor will assume the duties when the successor learns of the superintendent's absence or when assigned by the superintendent or the board.

References to "superintendent" in this policy manual will mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.

Legal Reference: Iowa Code § 279.8 (2011).
281 I.A.C. 12.4(4).

Cross Reference: 302 Superintendent

Approved _____

Reviewed _____

Revised _____

Original

Code No. 307

COMMUNICATION CHANNELS

Questions and problems are resolved at the lowest organizational level nearest to the complaint. School employees are responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community will confer with a licensed employee and then with the principal on questions and concerns.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within 5 school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within 5 school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. The action of the board will be final.

It will first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

Legal Reference: Iowa Code § 279.8 (2003).

Cross Reference: 213 Public Participation in Board Meetings
213.1R1 General Complaints by Citizens
401.4 Employee Complaints
502.4 Student Complaints and Grievances
504.3 Student Publications

Approved March 14, 2005

Reviewed _____

Revised _____

Red Oak Community School District

COMMUNICATION CHANNELS

Questions and problems are resolved at the lowest organizational level nearest to the complaint. School employees are responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community will confer with a licensed employee and then with the principal on questions and concerns.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within 5 school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within 5 school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. *It is within the board's discretion whether to hear the concern.*

It will first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

Legal Reference: Iowa Code § 279.8 (2011).

| | | |
|------------------|---------|----------------------------------------|
| Cross Reference: | 213 | Public Participation in Board Meetings |
| | 213.1R1 | General Complaints by Citizens |
| | 401.4 | Employee Complaints |
| | 502.4 | Student Complaints and Grievances |
| | 504.3 | Student Publications |

Approved _____

Reviewed _____

Revised _____

Item 6.2.4 Progress Report: One-to-One Computer Initiative and Equipment
Planning for FY 12 – Tech Director Bob Deter

BACKGROUND INFORMATION: This evening Director of Technology Bob Deter is present to provide a summary report of work completed this year with the One-to-One Computer Initiative. This initiative has been a board goal and will continue to be until full implementation is initiated.

Bob brings to you this evening his annual technology department equipment list update and recommendations. Enclosed are his proposals. The total expenditure proposed for FY 12 is \$27,265 as compared to \$32,084 one year ago.

SUGGESTED BOARD ACTION: The Directors should take formal action to approve the equipment acquisition list as presented by the technology director this evening.

2011-12 Equipment Request Justification

Equipment

Replace all secretary computers during the summer of 2011—

Central Office: 2 laptops, 1 desktop, 1 wireless keyboard and mouse

High School: 3 laptops, 2 widescreen monitors (important to have numeric keypad)

Middle School: 1 laptop, 1 widescreen monitor (1 secretary laptop is funded through food service)

Washington: 1 desktop, 1 widescreen monitor (1 secretary laptop is funded through food service)

Inman: 2 laptops, 2 widescreen monitors, 2 wireless keyboards/mice

Justification: In the past, secretary computers were purchased whenever a building principal found dollars left in his/her budget at the end of the school year. There has never been a plan for replacement. This year, we are not planning to replace any student or teacher computers. This is a good time to start a replacement plan for all secretary computers. Their old computers will be moved into classrooms to replace computers that are no longer functioning.

Replace Transportation Director and Buildings & Grounds Director Laptops

2 laptops

Justification: Our current Buildings and Grounds Director has an old laptop that needs to be replaced. The Transportation Director has a laptop that would be used to replace an extremely old computer that is used by the transportation department. As stated above, we are not planning to replace any student or teacher computers at this time. This is a good time to start a replacement plan for these computers.

Color printer for Middle School media center

Justification: The only color printer at the Middle School stopped working earlier this year. The cost to repair that computer is about the same as replacing it. The old printer will kept as spare parts for identical printers at WIS and IPS.

Purchase Macintosh Laptops for the Technology Director, High School Media Specialist, and Middle School Media Specialist

3 laptops

Justification: Macintosh computers have been brought up as a possibility for use in a 1:1 laptop initiative. As we prepare for the 1:1, we need to see how the Mac platform would fit into our existing infrastructure. These laptops would also have Microsoft Windows 7 installed on them so that we could still work with our existing software.

Purchase iPads to be used in various areas of the district.

10 iPads

Justification: as this technology evolves, there are more and more uses for the iPad as a teaching/learning tool (particularly in special education) as well as administrative tool and a coaching tool. iPads have also been brought up in the 1:1 laptop initiative discussions. These will be placed at each attendance center. The Technology Director will be taking a class on using iPods and iPads in the classroom.e

2011-12 Technology Equipment Requests

| | Quantity | Cost | Total | | |
|----------------------------------------------------|----------|---------|-----------------------|-----------------|--------------------------------------------------------------|
| Sceretary Computers | | | | | |
| 14" Laptop | 1 | 1369.55 | 1369.55 | cdwg-2333722 | HP SB 8460P I7-2620M 500GB 4GB W7P |
| 15.6" Laptop | 7 | 663.74 | 4646.18 | cdwg-2283298 | HP ProBook 4520s - Core i5 480M 2.66 GHz - 15.6" TFT |
| Desktop All-in-one | 2 | 1053.68 | 2107.36 | cdwg-2281524 | Lenovo ThinkCentre M90z 0870 - Core i5 650 3.2 GHz - 23" TFT |
| Director Computers | | | | | |
| 14" Laptop | 2 | 1369.55 | 2739.1 | cdwg-2333722 | HP SB 8460P I7-2620M 500GB 4GB W7P |
| 20" Widscreen Monito | 6 | 119.69 | 718.14 | cdwg-1908245 | ASUS VH202T-P 20" Wide LCD |
| Cordless Keyboard & M | 10 | 32.91 | 329.1 | cdwg-1689260 | Logitech Cordless Desktop EX 100 - Keyboard & Mouse |
| Macintosh Computers with installed software | | | | | |
| MacBook Pro | 3 | 2115 | 6345 | apple-Z0LX | |
| Apple Mouse | 1 | 69 | 69 | apple-MB829LL/A | |
| Apple Power Adapter | 1 | 79 | 79 | apple-MC556LL/B | |
| Apple Battery Charger | 1 | 29 | 29 | apple-MB829LL/A | |
| Parrallels--software to run Windov | 1 | 79.95 | 79.95 | apple | |
| iPads (1-10-pack) | 1 | 5790 | 5790 | apple-BG702LL/A | |
| iPad Smart Covers | 10 | 39 | 390 | apple-MC939LL/A | |
| Printers | | | | | |
| HS Media Center | 1 | 588.52 | 588.52 | cdwg-1442203 | HP LaserJet P4014n |
| HS Business Lab | 1 | 588.52 | 588.52 | cdwg-1442203 | HP LaserJet P4014n |
| MS Media Center-Colo | 1 | 1348.99 | 1348.99 | cdwg-1895295 | HP Color LaserJet Enterprise CP4525n |
| Monitor Stand | 1 | 47.87 | 47.87 | cdwg-1277535 | Fellowes Professional Series Flat Panel Workstation-stand |
| Total | | | <u><u>27265.3</u></u> | | |

Item 6.2.5 Lease Agreement with Southwestern Community College
– Review by the Superintendent

BACKGROUND INFORMATION: Ten years ago Southwestern Community College entered into a lease to use a substantial portion (8,310 sq feet) of educational space. The lease agreement called for no monthly payments since the college participated in the construction in the amount of \$353,000.

This current lease expires on June 30, 2011. Terry has been working with Mr. Tom Leason, Business Manager at Southwestern Community College to establish a new lease that the college would like to use on a yearly basis. The college has substantially reduced its programs at the Technical Center and no longer wishes to use the current space. This will open up many possibilities for Red Oak CSD as a comprehensive facility study gets underway in the next few months.

Enclosed is a copy of the proposed lease from SWCC. It would provide for a limited amount of classroom space and laboratory space for the college's use. As a result, the college has proposed (concurrence from Terry) to pay a monthly lease rate of \$750 or \$9,000 per year. The college would also reimburse monthly a proportion of the building's utility costs.

The Directors are encouraged this evening to examine the proposed lease and authorize Lee Fellers to sign it if found acceptable. Terry is also negotiating with the SWCC Business Manager to acquire/purchase a sizeable amount of classroom / office furniture that could be used in current programs of Red Oak CSD. An update will be provided later on regarding this effort.

SUGGESTED BOARD ACTION: If found acceptable, it is recommended the Directors approve the one year lease for educational space at the Red Oak Technology Center with Southwestern Community College.

)

LEASE

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this _____ day of _____, 2011 by and between Red Oak Community School District, Landlord, hereafter referred to as Red Oak Community School District, whose address is 204 South Broadway Street, Red Oak, Iowa and Southwestern Community College Merged Area (Merged Area XIV) in the counties of Adair, Adams, Taylor, Montgomery, Ringgold, Decatur, Clarke, Union, Madison, Lucas, Pottawattamie, Wayne and Page all in the State of Iowa, hereinafter referred to as Southwestern Community College, Tenant, whose address for the purpose of this lease is 1501 West Townline Street in Creston, Iowa 50801.

A. WITNESSETH: Pursuant to the provisions of Iowa law, Red Oak Community School District and Southwestern Community College, as public bodies corporate and politic and separate entities do hereby enter into this lease agreement on the following terms and conditions:

(1) The Red Oak Community School District is the owner of the real estate underlying all improvements referred to herein.

B. PURPOSE: The purpose of this lease agreement is to provide for Classroom space and Laboratory space in a portion of the Red Oak High School Technology Center. The parameters of which space are indicated on the drawing which is attached here and which is by this reference made a part hereof.

1. PREMISES AND TERM: Red Oak Community School District, in consideration of the rents to be paid and of the agreements and conditions herein contained, on the part of the Southwestern Community College to be kept and performed, leases unto Southwestern Community College and Southwestern Community College hereby rents and leases from Red Oak Community School District, according to the terms and provisions herein, a portion of the Technology Center, as highlighted on the attached drawing, situated in Red Oak, Montgomery County, Iowa for the term of Nine (9) years commencing at midnight of the day previous to the first day the lease term which shall be on the 1st day of July, 2011, and ending at midnight on the last day of the lease term, which shall be on the 30th day of June, 2020, upon the condition that the Southwestern Community College pays rent therefore, and otherwise performs as in the lease provided.

In addition to the aforesaid option, Southwestern Community College will be entitled to seven (7) additional successive options to be elected after each Nine (9) year lease which will continue until the expiration of Ninety-nine (99) years, after which no rights or interest in the foregoing leasehold will be of any force or effect. Each successive nine year renewal of this lease is likewise subject to negotiation of mutually agreeable financial and other lease terms.

In the event that Southwestern Community College elects to effect a renewal of this lease, written notice of their intention to do so shall be delivered to Red Oak Community School District no less than 90 days prior to the termination date of this lease or a renewal thereof. If Southwestern Community College fails to timely notify Red Oak Community Schools of its intent to renew the lease, the lease will automatically end at the end of the then current lease term.

2. **RENTAL:** Southwestern Community College agrees to pay Red Oak Community School District as rental for said term, as follows: \$750/month

3. **TABLES, CHAIRS AND EDUCATIONAL EQUIPMENT:** Southwestern Community College will provide tables, chairs, desks and education equipment for the leased premises with the items subject to removal by Southwestern Community College upon the expiration of the lease whether or not said personal property becomes permanently attached to the premises. In the event that it is mutually agreed that it is in the best interest of the Technology Center to leave the equipment provided by Southwestern Community College, Southwestern Community College will be compensated at fair market value as determined by an independent appraiser agreed upon between Red Oak Community School District and Southwestern Community College.

4. **POSSESSION:** Southwestern Community College shall be entitled to possession on the first day of the term of this lease, and shall yield possession to Red Oak Community School District at the time and date of the close of this lease term, except as herein expressly provided.

5. **USE OF PREMISES:** To be used as Office space, Classroom space, Meeting room and for a Laboratory.

6. **QUIET ENJOYMENT:** Red Oak Community School District covenants that its estate in said premises is Fee Simple Title and that Southwestern Community College on paying the rent herein reserved and performing all the agreements by Southwestern Community College to be performed as provided in this lease, shall and may peaceably have, hold, and enjoy the leased premises for the term of this lease free from molestation, eviction or disturbance by Red Oak Community School District.

7. **CARE AND MAINTENANCE OF PREMISES:**

- (a) **Southwestern Community College takes said premises in its present condition** except for such repairs and alterations as may be expressly herein provided.
- (b) **Red Oak Community School District's DUTY OF CARE AND MAINTENANCE.** Red Oak Community School District shall care for and maintain said premises in a reasonable, safe and serviceable condition.
- (c) **Southwestern Community College's DUTY OF CARE AND MAINTENANCE.** Southwestern Community College shall make no structural alteration or other improvements without the written approval of Red Oak Community School District first had and obtained, after submission, of the plans and specifications therefore.
- (d) **Southwestern Community College will make no unlawful use of said premises** and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable Municipality, the laws and regulations of the State of Iowa and the Federal Government, but this provision shall not be construed as creating any duty by Southwestern Community College to members of the general public. Southwestern

Community College, will not allow trash of any kind to accumulate on said premises in the halls, if any, or the alley or yard in front, side or rear thereof, and it will remove same from the premises at its own expense.

8. (a) **UTILITIES AND SERVICES:** Southwestern Community College, during the term of this lease, shall pay all charges for use of telephone, water, sewer, gas, heat, electricity, power, air conditioning, garbage disposal, trash disposal and not limited by the foregoing all other utilities and services of whatever kind and nature which may be used in or upon the leased premises. If such charges are not billed directly to Southwestern Community College, Red Oak Community School District will bill Southwestern Community College for their prorated share based on a square foot usage and Southwestern Community College will pay Red Oak Community School District within Thirty (30) days of the billing date.
 - (b) **HEATING, VENTILATION AND AIR CONDITIONING** equipment shall be furnished at the expense of the Red Oak Community School District.
 - (c) **JANITOR SERVICE** shall be furnished by Red Oak School District as part of the monthly charge.
 - (d) **Red Oak Community School District** will provide access to the facility through existing roads. The Red Oak Community School District will also provide snow removal for the parking area.
9. (a) **SURRENDER OF PREMISES AT END OF TERM – REMOVAL OF FIXTURES:** Southwestern Community College agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Southwestern Community College, its employees, agents, or invitees.

Also see 3.

(See also 11 (a) and 11 (d) below).

- (b) **Southwestern Community College may**, at the expiration of the term of this lease or renewal or renewals thereof or at a reasonable time thereafter, if Southwestern Community College is not in default hereunder, remove any fixtures or equipment which said Southwestern Community College has installed in the leased premises, provided said Southwestern Community College repairs any and all damages cause by removal.

10. ASSIGNMENT AND SUBLETTING: Southwestern Community College shall not attempt to effect an assignment or sublease of this lease.

11. INSURANCE:

- (a) **Red Oak Community School District and Southwestern Community College** will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; against fire and those risks usually covered by extended coverage; and Southwestern Community College will procure and deliver to Red Oak Community School District a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interest may appear, except that the Southwestern Community College's share of such insurance proceeds are hereby assigned and made payable to Red Oak Community School District to secure rent or other obligations then due and owing Red Oak Community School District by Southwestern Community College. (See also 11(d) below).
- (b) **Southwestern Community College** will not knowingly do or omit the doing of any act which could cancel any portion of Red Oak Community School District's insurance, or increase the insurance rates in force upon the real estate improvements on the premises.
- (c) **Red Oak Community School District and Southwestern Community College** will each include the other as an additional insured on their respective insurance policies.
- (d) **Insurance Proceeds:** Red Oak Community School District shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by Red Oak Community School District to be used in payment for cost of repairs or restoration of damaged building, if the destruction is only partial (See also 11(a), above).

12. INDEMNITY AND LIABILITY INSURANCE: Except as to any negligence of Red Oak Community School District, arising out of roof and structural parts of the building, Southwestern Community College will protect, indemnify and save harmless Red Oak Community School District from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part therefore by the Southwestern Community College or any person claiming through or under the Southwestern Community College. The Southwestern Community College further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than One Million Dollars (\$1,000,000.00) for any one person injured, and One Million Dollars (\$1,000,000.00) for any one accident, and with the limits of One Million Dollars (\$1,000,000.00) for property damage, protecting Red Oak Community School District against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. Certificates or copies of said policies, naming Red Oak Community School District as an additional insured, and providing for Sixty (60) days' notice to Red Oak Community School District before cancellation shall be delivered to Red Oak Community School District within twenty (20) days prior to the

day of the beginning of the term of this lease. Documentation of renewals shall be provided to Red Oak Community School District annually. As to insurance of Red Oak for roof and structural faults, see paragraph 11(a), above).

13. FIRE AND CASUALTY, PARTIAL DESTRUCTION OF PREMISES:

- (a) In the event of a partial destruction or damage of the leased premises which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within One Hundred Twenty (120) days after its occurrence, this lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Red Oak Community School District shall repair such damages within One Hundred Twenty (120) days of its occurrence, unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor material or transportation shortages, or other causes beyond Red Oak Community School District's reasonable control.
- (b) **ZONING:** Should the zoning ordinance of the city or municipality in which this property is located make it impossible for Red Oak Community School District, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Southwestern Community College is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.
- (c) **TOTAL DESTRUCTION OF BUSINESS USE:** In the event of a destruction or damage of the leased premises including the parking area so that Southwestern Community College is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within One Hundred Twenty (120) days, this lease may be terminated at the option of Southwestern Community College. Such termination in such event shall be effected by written notice by Southwestern Community College to the Red Oak Community School District, within twenty (20) days after such destruction.
- (d) The parties to this agreement acknowledge the investment of Three Hundred Sixty-four Thousand Four Hundred Twenty-four and No/100 Dollars (\$364,424.00) made by Southwestern Community College to permit the construction of the building, a portion of which is being leased to Southwestern Community College.

14. CONDEMNATION

- (a) **DISPOSITION OF AWARDS:** Should the whole or any part of the leased premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
- (b) **DATE OF LEASE TERMINATION:** If the whole of the leased premises shall be so condemned or taken, Red Oak Community School District shall not be liable to Southwestern Community College except as its rights are preserved as in paragraph 14(a) above.

15. TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS of Southwestern Community College:

(a) TERMINATION UPON EXPIRATION OR UPON NOTICE OF

DEFAULTS: This lease shall terminate upon expiration of the demised term; or if the lease expressly and in writing provides for any option or options, and if any such option is exercised by Southwestern Community College, then this lease will terminate upon the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Southwestern Community College in accord with the terms and provisions of this lease, this lease may at the option of Red Oak

Community School District be canceled and forfeited, PROVIDED, HOWEVER, before any such cancellation and forfeiture except as provided in paragraph 16 below, Red Oak Community School District shall give Southwestern Community College a written notice specifying the default, or defaults, and stating that this lease will be canceled and forfeited ten (10) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period (see paragraph 21, below). As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Red Oak Community School District may proceed as in paragraph 20, below, provided.

(b) BANKRUPTCY OR INSOLVENCY OF Southwestern Community College:

In the event Southwestern Community College is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Southwestern Community College's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Red Oak Community School

District to Southwestern Community College, then and in any such events, Red Oak Community School District may, at its option, immediately terminate this lease, re-enter said premises, upon giving of ten (10) days' written notice by Red Oak Community School District to Southwestern Community College.

(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by Red Oak Community School District upon the Southwestern Community College's default shall be construed only as an effort to mitigate damages by Red Oak Community School District, and not as an agreement to terminate this lease.

16. SUBJECT TO 28E CONTRACTUAL AGREEMENT. Red

Oak Community School District has consistently entered into annual 28E agreements with Southwestern Community College to provide programs to the students of Red Oak Community School District. These program offerings are the basis of Southwestern's need for a portion of the space leased in the Technology Center.

In the event that, for any reason, Red Oak Community School District fails to continue to enter into appropriate 28E agreements during the initial lease period, Southwestern Community College would in that event then be entitled to be relieved of liability

for utilities, maintenance expense and janitorial expense, which would otherwise have accrued as a result of the use of that portion of the Technology Center leased to Southwestern Community College to provide programs for high school students.

If circumstances develop to justify the aforesaid relief, Southwestern Community College shall give Red Oak Community School District One Hundred Eighty (180) days notice of their intent to terminate this agreement for all, or a portion of the leased space, for that reason.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT

OF THE OTHER: If default shall be made by either party in the performance of or compliance with any of the terms, covenants or conditions of this lease and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or thereafter provided by law, may, but is not required to, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of Nine percent (9%) per annum, from date of advance.

18. SIGNS:

- (a) Southwestern Community College shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the city or municipality, in which the property is located and the laws of the State of Iowa; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the written approval of Red Oak Community School District, which approval shall not be unreasonably withheld.

MECHANIC'S LIENS: Neither the Southwestern Community College or anyone claiming by, through, or under the Southwestern Community College, shall have the right to file or place any mechanic's lien or other lien of kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Southwestern Community College therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of Red Oak Community School District, the Southwestern Community College covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor and to hold harmless and indemnify Red Oak Community School District for such potential claims.

19. RIGHTS CUMULATIVE: The various rights, powers, options,

elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

20. NOTICES AND DEMANDS: Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other in writing of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

21. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS ETC.: Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, and assigns of the parties hereto.

22. CHANGES TO BE IN WRITING: None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Red Oak Community School District or Southwestern Community College shall be in any matter modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to Red Oak Community School District and Southwestern Community College. This lease contains the whole agreement of the parties.

23. ADVANCE NOTICE OF INTENT TO TERMINATE. In order to effect a termination of this lease Southwestern Community College shall deliver a written notice of the intent to terminate this lease on a date not less than One Hundred Eighty (180) days thereafter.

24. SALE OF PREMISES: In the event that Red Oak Community School District shall for any reason desire to sell the leased premises during the initial nine-year leased term, Southwestern Community College shall be entitled to purchase a 3,467 square foot portion of the leased premises for One Dollar (\$1.00). Southwestern Community College shall have first right of refusal to purchase the balance of the Technology Center for fair market value as determined by an independent appraiser less any credit for improvements made on said leased premises by Southwestern Community College.

25. ENVIRONMENTAL: Except as otherwise heretofore disclosed in writing by Red Oak Community School District to Southwestern Community College, Red Oak Community School District warrants and represents that the Leased Property does not contain hazardous materials, toxic wastes or underground storage tanks in violation of any federal, state or local laws, ordinances or regulations. Red Oak Community School District agrees to indemnify, defend, and hold Southwestern Community College harmless from and against any liability, loss, claim, action or expense, including reasonable attorney's fees, related to or arising out of or in any way connected to hazardous materials, toxic wastes or underground storage tanks and/or any other undesirable substances affecting the Leased Property prior to or as of the date of this Lease Agreement.

Southwestern Community College agrees to indemnify Red Oak Community School District and to hold Red Oak Community School District harmless from expense arising by, through, or out of the result of a leak or spill of any hazardous material caused by Southwestern Community College or any entity doing business with Southwestern Community College on the leased premises.

26. ARBITRATION/RESOLUTION OF DISPUTE. In the event that

either Party to this Lease may perceive a financial inequity in its operation, or may have a dispute, disagreement or claim to reconsideration of any of the terms and provisions hereof, either Party may request resolution. The Parties will first attempt to mutually resolve the dispute by bringing the matter to a liaison committee for a recommendation. The liaison committee will consist of one board member and the chief executive officer of each Party. The liaison committee will meet as needed and make recommendations to the two boards for potential amendment to the Lease. If the parties are still unable to agree, the point in dispute will be submitted to arbitration and the result will be binding upon the Parties. In the event that arbitration is necessary, the Parties will attempt to agree upon an arbitrator to serve. In the event the Parties cannot agree upon an arbitrator, each Party shall present two (2) names for selection as a potential arbitrator. All potentially designated arbitrators must have current or former experience as an administrator in an Iowa school district, community college or AEA. From the four (4) names submitted, three names will be drawn. In order to reduce the four potential arbitrators to three, the chief executive officer of Southwestern Community College will strike one name. Thereafter the chief executive officer of Red Oak Community School District will strike one name from the list of three (3) potential arbitrators. Thereafter the chief executive officer of Southwestern Community College will strike one (1) of the remaining two names. The remaining named arbitrator will serve as sole arbitrator to resolve the dispute. The Parties will each be obligated to pay one half of the cost of the arbitrator. Each party shall be liable to pay and satisfy the expense for their own legal representation.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year first above written.

**SOUTHWESTERN COMMUNITY COLLEGE
MERGED AREA (Merged Area XIV)**

BY: _____
Kenneth Rech, President, Board of Directors of
Southwestern Community College Merged Area
(Merged Area XIV) in the Counties of Adair,
Adams, Taylor, Montgomery, Madison, Lucas,
Ringgold, Decatur, Clarke, Union, Pottawattamie,
Wayne and Page all in the State of Iowa.

ATTESTED TO BY:

Mary Jo Skarda
Secretary, Board of Directors
Southwestern Community College

RED OAK COMMUNITY SCHOOL DISTRICT

BY: _____

President, Board of Directors
Red Oak Community School District

ATTESTED TO BY

Secretary, Board of Directors
Red Oak Community School District

Item 6.2.6 Report from the Director's Subcommittee for Facilities
and Operations and Maintenance Director Pete Wemhoff

BACKGROUND INFORMATION: This evening Directors Lee Fellers and Paul Griffen with assistance from Maintenance Director Pete Wemhoff will update you on the following projects underway for the summer or planned down the road:

- ⇒ Summer physical plant work: painting, repairs, sidewalk removal and replacement, personnel changes, etc - update from Pete
- ⇒ Webster remodel and intent - an update from subcommittee members
- ⇒ Major equipment repairs and replacements - update from Pete
- ⇒ Request for a Board of Directors tour – Technical Center, Red Oak High School

SUGGESTED BOARD ACTION: (to be determined)

Item 6.2.7 Business Manager's Report: Projections,
District Property Insurance Update, Asset Inventory Update

BACKGROUND INFORMATION: This evening there will be several updates from Business Manager Shirley Maxwell. She will cover:

- ✓ Financial status and fund balances as the fiscal year nears its end
- ✓ District insurance policy renewals and costs for FY 12 (see attachment)
- ✓ Asset inventory project update

SUGGESTED BOARD ACTION: The Directors will want to take action to approve the insurance policy package with United Insurance Group of Red Oak.

Item 6.2.8 Shared Management Positions Update, Review
and Action for Continuation in FY 12

BACKGROUND INFORMATION: Red Oak CSD is finishing its second year of shared management positions with Stanton (business manager) and Villisca (transportation director). Both Business Manager Shirley Maxwell and Transportation Director Carlos Guerra have managed dual roles in satisfactory ways. Both staff members have strong work ethics and good time management to cause a significant financial gain for Red Oak, Stanton, and Villisca.

Enclosed are agreement proposals for each of the partners. The Directors are strongly encouraged to approve the agreements for the 2011 – 2012 school year.

As a reminder and refresher, the Board's action to share these two management positions has resulted in the following that was gleaned from Business Manager Shirley Maxwell:

The incentive management program dollars are significant to say the least. The dollars are based on weighted enrollment each year. Weighting is dependent on enrollment and dollars are dependent on enrollment, allowable growth and how much of state aid and property tax the district planned on will actually be received. Given all of the unknown variables, the following estimate can be shared:

Year 1 weighting - \$235,520 dollars in the second year (received 10-11)

Year 2 weighting - \$188,416 dollars in the third year (received 11-12)

Year 4 weighting - \$150,733 dollars in the fourth year (received 12-13)

Year 5 weighting - \$120,586 in the fifth year (received 13-14)

The 20% reductions taken each year are on each of the previous year's weightings.

Terry does have a topic to discuss with the governing body concerning compensation for the shared managers.

SUGGESTED BOARD ACTION: (to be provided)

Joint Sharing Agreement
with
The Red Oak and Villisca Community School Districts

The purpose of this agreement is to share the services of a Transportation Director between the Red Oak Community School District and the Villisca Community School District for the 2011-2012 school year.

The Red Oak Community School District will employ the shared Transportation Director and hold the contract for the shared position. The shared Transportation Director will be assigned 80% of the work week (minimum of 32 hours) to Red Oak and will be assigned 20% of the work week (minimum of 8 hours) to Villisca. The exact time worked each week will be directed by the School Superintendent.

For consideration of the Transportation Director, the Villisca Community School District agrees to compensate the Red Oak Community School District an annual sum of \$5,000.

The duties of the shared Transportation Director will be articulated by the cooperating school superintendents.

This agreement will be in effect for one year beginning July 1, 2011, and ending June 30, 2012. It may be renegotiated at any time by mutual agreement. This agreement is contingent on a waiver of regulation granted by the Iowa Department of Education affecting contiguous school districts.

In witness thereof, the parties sign this agreement on the dates approved by their respective boards.

President, Board of Directors
Red Oak Community School District

Date

President, Board of Directors
Villisca Community School District

Date

**Shared Personnel Agreement
With the
Red Oak Community School District and The Stanton Community School District**

This Agreement made and entered into the 1st day of July, 2011, by and between the Red Oak Community School District (Red Oak) and the Stanton Community School District (Stanton).

WHEREAS, Red Oak and Stanton seek a cooperative arrangement to share the services of a School Business Manager; and

WHEREAS, Red Oak and Stanton are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Red Oak and Stanton believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a School Business Manager position when such agreement will be to their mutual advantage.

NOW, THEREFORE, Red Oak's Board of Directors and Stanton's Board of Directors agree as follows:

1. Shirley Maxwell will provide services as a School Business Manager during the 2011-2012 school year for Red Oak. Red Oak shall issue Shirley Maxwell and employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Stanton pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Red Oak.
2. Shirley Maxwell's services as a School Business Manager will be shared by Red Oak with Stanton. The details of Shirley Maxwell's assignment between Red Oak and Stanton will be determined jointly by Red Oak and Stanton. Shirley Maxwell's duties and responsibilities in each school district will be determined and assigned by the superintendents of Red Oak and Stanton. The responsibility for the evaluation of Shirley Maxwell's performance shall remain with Red Oak, pursuant to its established procedures. Red Oak's personnel policies and practices shall apply to and govern the School Business Manager's conduct and performance.
3. The Stanton Community School District agrees to pay the Red Oak Community School District the sum of \$5,000 annually for the shared School Business Manager position.
4. Red Oak and Stanton each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.

5. If at any time Shirley Maxwell's employment with Red Oak is terminated, Stanton shall not be obligated to pay any more than the agreed amount of employee costs, listed in paragraph 3, for those actual days of service performed by Shirley Maxwell. This amount shall be prorated to consider actual hours worked.
6. This Agreement shall automatically terminate on June 30, 2012 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by April 30, 2012, and if the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2012-13 school year consistent with the intent and agreement of the parties.
7. This agreement contains the entire understanding between Red Oak and Stanton and cannot be changed or terminated orally but only by an agreement in writing signed by Red Oak and Stanton.
8. Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Red Oak's and Stanton's respective officers on the dates as hereinafter stated.

President, Board of Directors
Red Oak Community School District

Date

President, Board of Directors
Stanton Community School District

Date

Item 6.2.9 Personnel Considerations: Resignations and Recommendations

BACKGROUND INFORMATION: This evening Terry Schmidt and other members of the leadership will have several recommendations ready to go. Some of these are shown below:

- ★ Red Oak Middle School – Family Consumer Science Instructor
- ★ Red Oak High School – Physical Education and Head Wrestling
- ★ Art Education for ROHS – an update
- ★ Guidance Counselor Secretary for Red Oak High

Positions still recruited . . .

- ★ School Nurse
- ★ Art Education – perhaps .5 FTE

SUGGESTED BOARD ACTION: (to be determined)

Item 7.0 Reports

Each board meeting may have one or more reports from district staff; announcements of future meetings; or general announcements from organizations. Seldom will the information require formal board of director action. If formal action is needed on any item, a recommendation will be provided.

7.1 Administrative Reports

This evening, Terry will share information with the Directors concerning:

- **Accreditation: National Association for the Education of Young Children (NAEYC)**. This is the national organization that provides the rigid accreditation for one of our four-year-old programs: Right Start – A Shared Visions Program.

- **Communication from the Board's Attorney**

Terry has been working with the attorney on three topics: use of Nutrition Fund dollars to provide funding for a new delivery van; legal topics with the new employee manual for 2011/2012; and a clarification of retirement incentives. Please allow a few minutes for this update.

- **Transitioning with new leadership team members**

ROHS Assistant Principal Jeff Spotts and Inman Principal Gayle Allensworth have worked several days in transition for the month of June. Each has been involved in the personnel recruitment and selection program.

- **Other – to be provided**

7.2 Future Conferences, Workshops, Seminars

**Mark your calendars now!
2011 IASB Convention
November 16-17**

Dates:

Pre-Convention: Wednesday, November 16

Convention: Thursday, November 17

Location:

Hy-Vee Hall: Des Moines, Iowa

Featured Speakers:

Doug Reeves - Expert on Assessment and School Reform

Jamie Vollmer - Public Education Advocate, author

Item 7.3 – continued

Jason Glass - Director, Iowa Dept. of Education
Governor Terry Branstad - Invited
[Click here](#) for more information on our speakers.

7.3 Other Announcements – to be provided

Board of Directors Meeting Schedule – please affirm by consensus this evening that the following meeting scheduled can work for everyone:

Monday, July 11 No meeting

Thursday, July 14 Regular Meeting - 6 pm – Location?
– work session with the superintendent

Monday, July 25 No meeting

Wednesday, August 10 Regular Meeting: light dinner with the district's new employees followed by a limited meeting agenda. This could take place beginning at 5:30 pm followed by a brief business meeting. Two of the new teachers will be traveling with other ROCSD staff to Chicago during this time.

Monday, August 29 Regular Meeting

Superintendent Terry Schmidt would like to complete a planned September out-of-state vacation leave being absent from September 12 to 16. This would require some changing of meeting dates. Some suggestions:

Thursday, September 8 (if needed) Regular Meeting

Monday, September 26 Annual Goals Work Session and Limited Required Business Items

Enclosed are two calendar sheets from the draft 2011 – 2012 school calendar for your reference.

August 2011

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------|
| | <p>1 <i>HS Color Guard/ Camp 1:00-3:00 p.m. HS Drum Line Camp 3:00-5:00 p.m. All State Vocal Camp</i></p> | <p>2 <i>HS Color Guard/ Camp 1:00-3:00 p.m. HS Drum Line Camp 3:00-5:00 p.m. All State Vocal Camp</i></p> | <p>3 <i>HS Full Band Camp 1:00-4:00 p.m.</i></p> | <p>4 <i>School Registration HS Full Band Camp 1:00-4:00 p.m.</i></p> | <p>5 <i>HS Full Band Camp 1:00-4:00 p.m.</i></p> | <p>6</p> |
| <p>7</p> | <p>8 <i>HS CC/FB/VB Prac- tices Begin HS Full Band Camp 1:00-3:00 p.m.</i></p> | <p>9 <i>HS Full Band Camp 1:00-3:00 p.m. MS Band Camp 10:00 a.m.-12:00 p.m.</i></p> | <p>10 <i>New Staff Inservice MS Band Camp 10:00 a.m.-12:00 p.m. MS Band Fundraiser Begins</i></p> | <p>11 <i>New Staff Inservice</i></p> | <p>12 <i>All Teachers Inservice</i></p> | <p>13</p> |
| <p>14</p> | <p>15 <i>All Teachers Inservice</i></p> | <p>16 <i>All Teachers Inservice PreSchool Open House 5:00-6:00 p.m.</i></p> | <p>17 <i>Begin 1st Quarter/1st Semester MS CC/FB/VB Prac- tice Begins</i></p> | <p>18</p> | <p>19</p> | <p>20</p> |
| <p>21</p> | <p>22 <i>6th Grade Band Dis- play Night 6:00 p.m.</i></p> | <p>23</p> | <p>24 <i>2 Hour Early Release Prof Dev</i></p> | <p>25 <i>PreSchool Classes Begin</i></p> | <p>26 <i>V FB Clarinda Here 7:30 p.m.</i></p> | <p>27</p> |
| <p>28</p> | <p>29 <i>9-10 FB @ Clarinda 6:00 p.m.</i></p> | <p>30 <i>MS/HS CC @ Glen- wood 4:30/5:00 p.m.</i></p> | <p>31 <i>2 Hour Early Release Prof Dev</i></p> | | | |

September 2011

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| | | | | 1 HS VB Shenandoah Here 5:45 p.m. | 2 HS FB @ Shenandoah 7:00 p.m. | 3 JV VB @ Shenandoah 8:30 a.m. HS CC @ Abe Lincoln 9:00 a.m. |
| 4 | 5 No School | 6 MS VB Clarinda Here 4:00 p.m. MS/HS CC @ Clarinda 4:30/5:00 p.m. HS VB @ Glenwood 5:45 p.m. | 7 | 8 MS Volleyball Trey-nor Here 4:00 p.m. | 9 HS FB @ Carroll 4:45/7:30 p.m. | 10 V VB @ Griswold 9:00 a.m. |
| 11 | 12 MS/HS CC Here 4:30/5:00 p.m. 9-10 FB @ Shenandoah 6:00 p.m. | 13 MS VB @ Clarinda 4:00 p.m. HS VB Atlantic Here 5:45 p.m. | 14 2 Hour Early Release Prof Dev | 15 MS FB Creston 4:00 p.m. 7th(T)/8th(H) JV VB @ Atlantic 5:00 p.m.. MS/HS CC @ Corning 4:30/5:00 p.m. | 16 HS FB Winterset Here 4:45/7:30 p.m. | 17 V VB Here 9:00 a.m. |
| 18 | 19 2 Hour Early Release P/T Conferences MS VB Glenwood Here 4:00 p.m. | 20 MS/HS CC @ Creston 4:30/5:00 p.m. HS VB @ Kuemper 5:45 p.m. | 21 | 22 2 Hour Early Release P/T Conferences MS FB @ Clarinda 4:00/5:30 p.m. | 23 No School HS FB @ Creston 4:45/7:30 p.m. | 24 9th/JV VB @ Creston 8:30 a.m. MS/HS CC @ Harlan 9:00/9:30 a.m. |
| 25 | 26 | 27 HS VB Harlan Here 5:45 p.m. | 28 | 29 MS VB @ Glenwood 4:00 p.m. MS FB Shenandoah 4:00 p.m. 7th(H)/8th(T) MS/HS CC @ Shenandoah 4:00 p.m. | 30 2 Hour Early Release Homecoming Parade HS FB Glenwood Here 4:45/7:30 p.m. | |