



Red Oak Community School District

2011 North 8th Street

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Special Board of Directors Meeting

Meeting Location: Sue Wagaman Board Room

Red Oak CSD Administrative Center

The Technology Building, Red Oak High School Campus

December 21, 2015 – 5:30 pm

- Agenda -

1.0 Call to Order – Board of Directors President Paul Griffen

2.0 Roll Call – Board of Directors Secretary Shirley Maxwell

3.0 Approval of the Agenda – President Paul Griffen

4.0 Communications

4.1 Visitors and Presentations

5.0 Consent Agenda

5.1 Review and Approval of Monthly Business Reports

6.0 General Business for the Board of Directors

6.1 Old Business

6.1.1 Continued Discussion Concerning the Red Oak CSD Building Project

6.2 New Business

6.2.1 Personnel Considerations

1. Recommendation to Hire Lori Vanderhoof as Building Secretary at Inman Primary School

6.2.2 Discussion / Approval West Central Development Lease Agreement

7.0 Reports – None

8.0 Next Regular Board of Directors Meeting: Monday, January 11, 2016 – 6:00 pm

Sue Wagaman Board Room

Red Oak CSD Administrative Center

9.0 Adjournment

12.21.15 Agenda Notes

Item 4.0 Communications

4.1 Visitors and Presentations

State Representatives Cecil Dolecheck and David Sieck; State Senator Mark Costello; and Congressman David Young were invited to attend the meeting this evening.

Item 5.0 Consent Agenda

Background: Enclosed are the reference pages for:

- Monthly business reports p. 1-6

Recommendation: Approve the consent agenda as presented.

Item 6.0 General Business for the Board of Directors

6.1 Old Business

6.1.1 Continued Discussion Concerning the Red Oak CSD Building Project

Background: This evening, the Directors will review the process, to date, of the district building project. Review of visits to and from various architectural firms by the Directors and Superintendent will be discussed.

6.2 New Business

6.2.1 Personnel Considerations p. 7

Background:

1. Lori Vanderhoof has been a paraeducator with Red Oak Schools at Inman Primary School since September 2010. She is being recommended to fill the vacant Building Secretary position at Inman at a pay rate of \$9.86/hour, 8 hours per day with a 10 month contract.

Recommendation: Approve Lori Vanderhoof as Building Secretary at Inman Primary School at a pay rate of \$9.86/hour, 8 hours per day with a 10 month contract.

6.2.2 Discussion / Approval West Central Development Lease Agreement p. 8-12

Background: Enclosed is the Lease Agreement with West Central Community Action that needs to be approved yearly. This agreement allows West Central Development to house their Red Oak Head Start program at the Red Oak Early Childhood Center in the Webster building.

Recommendation: Approve the lease agreement with West Central Community Action as presented.

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User ID: JAL

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
APEX LAMPS	A15120320	110.00
10 1902 1000 100 0000 612	REPLACEMENT BULB FOR HITACHI PROJECTOR C	110.00
Vendor Name APEX LAMPS		<u>110.00</u>
ART SELLERS - SELLERS PEST CONTROL	22554	130.00
10 0010 2600 000 0000 425	DISTRICT PEST CONTROL	130.00
Vendor Name ART SELLERS - SELLERS PEST CONTROL		<u>130.00</u>
AUDITOR OF STATE	12082015	625.00
10 0010 2310 000 0000 320	STATE FILING FEE AUDIT	625.00
Vendor Name AUDITOR OF STATE		<u>625.00</u>
BILLINGS, MESHELL	12142015	92.41
10 1901 1000 100 8001 612	REIMBURSEMENT	92.41
Vendor Name BILLINGS, MESHELL		<u>92.41</u>
CARRIE WESTON - CR GRAPHICS	12092015	1,260.00
10 0010 1000 100 8203 612	PTO FUNDRAISER	1,260.00
Vendor Name CARRIE WESTON - CR GRAPHICS		<u>1,260.00</u>
CDW GOVERNMENT, INC.	BKC7878	1,299.00
10 1901 2410 000 0000 359	HP CE 413A GENUINE 305A 2.6 MAGENTA	330.00
10 1901 2410 000 0000 359	HP CE411A GENUINE 305A-2.6 CYAN TON	330.00
10 1901 2410 000 0000 359	HP CE412A GENUINE 305A 2.6 YELLOW	330.00
10 1901 2410 000 0000 359	HP CE410X GENUINE 305X 4K BLK TONER	309.00
CDW GOVERNMENT, INC.	BKL0872	161.08
10 0010 2235 000 0000 618	WD Black WD1003FZEX - hard drive - 1 TB	161.08
Vendor Name CDW GOVERNMENT, INC.		<u>1,460.08</u>
CENTER FOR THE COLLABORATIVE CLASSROOM	97036	21,840.00
10 0010 1000 100 3342 612	READING K-3 SUPPLIES	21,840.00
Vendor Name CENTER FOR THE COLLABORATIVE CLASSROOM		<u>21,840.00</u>
CENTURY LINK	12012015	132.00
10 0020 2490 000 0000 530	TRANSMITTER LINE	132.00
Vendor Name CENTURY LINK		<u>132.00</u>
CHANEY ELECTRONICS, INC.	77830A	115.35
10 3230 1300 370 0000 612	Flashing Stop Sign Kit	10.25
10 3230 1300 370 0000 612	"Speedster 500" Robot Kit	13.95
10 3230 1300 370 0000 612	Flashing Arrow Kit	5.75
10 3230 1300 370 0000 612	The Light Spider Robot II Kit	12.95
10 3230 1300 370 0000 612	One IC Speaker Radio Kit	12.95
10 3230 1300 370 0000 612	No Solder Solar Powered Speed Car Kit	19.95
10 3230 1300 370 0000 612	Unfiltered Blacklight Strobe	10.95

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User ID: JAL

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 3230 1300 370 0000 612	Megaphone kit	14.50
10 3230 1300 370 0000 612	Time Reaction Kit	4.15
10 3230 1300 370 0000 612	The Tingler Kit	9.95
Vendor Name CHANEY ELECTRONICS, INC.		<u>115.35</u>
COCA-COLA BTLG OF MID-AMERICA	2065059513	327.36
10 1901 3200 000 8901 618	PRODUCT FOR MACHINE IN STAFF LOUNGE	327.36
Vendor Name COCA-COLA BTLG OF MID-AMERICA		<u>327.36</u>
COUNSEL OFFICE & DOCUMENTS	137399	90.44
10 0010 1000 860 3117 612	TONER	90.44
COUNSEL OFFICE & DOCUMENTS	137665	155.20
10 2020 1000 100 0000 359	EST SHIPPING	11.30
10 2020 1000 100 0000 359	BLACK TONER FOR THE MIDDLE SCHOOL OFFICE	143.90
COUNSEL OFFICE & DOCUMENTS	137977	34.00
10 0020 2700 000 0000 359	COPIER CHARGES	34.00
Vendor Name COUNSEL OFFICE & DOCUMENTS		<u>279.64</u>
DOLLAR GENERAL	1000473517	46.05
10 0010 2600 000 0000 618	The Works	36.30
10 0010 2600 000 0000 618	DG Toilet bowl cleaner	8.00
10 0010 2600 000 0000 618	Vinegar	1.75
DOLLAR GENERAL	1000476480	36.00
10 0010 2600 000 0000 618	Toilet Bowl Cleaner	36.00
Vendor Name DOLLAR GENERAL		<u>82.05</u>
EGAN SUPPLY COMPANY	238795	99.69
10 0010 2600 000 0000 618	FastDraw FiberPro 4 2 liter bottles	99.69
EGAN SUPPLY COMPANY	239502	1,836.54
10 0010 2600 000 0000 618	TP	590.52
10 0010 2600 000 0000 618	Paper Towels	1,018.40
10 0010 2600 000 0000 618	Purell Foam	223.62
10 0010 2600 000 0000 618	Surcharge	4.00
Vendor Name EGAN SUPPLY COMPANY		<u>1,936.23</u>
FIRST BANKCARD	11232015	95.00
10 0010 2310 000 0000 611	PRIME MEMBERSHIP	95.00
FIRST BANKCARD	12092015	27.99
10 1901 1000 100 0000 611	item # 65775 - Original Classic - planne	27.99
Vendor Name FIRST BANKCARD		<u>122.99</u>
FOLLETT SCHOOL SOLUTIONS INC	794816-4	360.64
10 3230 2222 000 0000 643	49 Various Fiction Titles	360.64
Vendor Name FOLLETT SCHOOL SOLUTIONS INC		<u>360.64</u>
GRAINGER	9908871420	36.75
10 0010 2600 000 0000 618	Reflective Exit Sign	36.75
GRAINGER	9915646427	93.70
10 0010 2600 000 0000 618	Motor for WIS	93.70

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name GRAINGER		130.45
HY VEE FOOD STORES	4319228782	10.00
10 1901 1920 100 1920 618	ICE CREAM	10.00
Vendor Name HY VEE FOOD STORES		10.00
JOHNSON AUTO PARTS	215976	92.98
10 0020 2700 000 0000 618	LAMPS	92.98
Vendor Name JOHNSON AUTO PARTS		92.98
NOLTE, CORNMAN & JOHNSON P.C.	12092015	5,700.00
10 0010 2310 000 0000 320	BALANCE DUE JUNE 30, 2015 AUDIT	5,700.00
Vendor Name NOLTE, CORNMAN & JOHNSON P.C.		5,700.00
OREILLY AUTO PARTS	0298-376330	25.99
10 0020 2700 000 0000 618	BATTERIES	25.99
Vendor Name OREILLY AUTO PARTS		25.99
ORIENTAL TRADING COMPANY	674493817-02	18.99
10 1902 1000 100 8002 618	MEGA PENCIL ASSORTMENT, 250 PIECES	18.99
Vendor Name ORIENTAL TRADING COMPANY		18.99
PEPPER & SON, INC.	11b37075	413.19
10 2020 1000 109 0000 612	SHEET MUSIC	413.19
Vendor Name PEPPER & SON, INC.		413.19
RED OAK DIESEL CLINIC INC.	409151852	181.62
10 0020 2700 000 0000 430	BUS REPAIR 3A	181.62
Vendor Name RED OAK DIESEL CLINIC INC.		181.62
RED OAK DO IT CENTER	393569	305.55
10 2020 1000 100 0000 612	14 GALLON (56 QUART) STERILITE STORAGE B	305.55
RED OAK DO IT CENTER	92611	11.99
10 0010 2600 000 0000 618	EXT CORD	11.99
RED OAK DO IT CENTER	92661	9.29
10 0010 2600 000 0000 618	20A SP Circuit Breaker	9.29
Vendor Name RED OAK DO IT CENTER		326.83
RED OAK EXPRESS	11302015	348.64
10 0010 2572 000 0000 540	PUBLICATION CHARGES	348.64
Vendor Name RED OAK EXPRESS		348.64
SCHMITT MUSIC	359592	23.00
10 2020 2600 910 6220 430	REPAIR THE MS MELLOPHONE	23.00
Vendor Name SCHMITT MUSIC		23.00
SW IA TIRE & SERVICE	57305	5.25
10 0020 2700 000 0000 618	STEMS	5.25
Vendor Name SW IA TIRE & SERVICE		5.25

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
UHL, JASON	08252015	675.00
10 0010 2213 132 3376 320	REIMBURSEMENT	675.00
Vendor Name UHL, JASON		<u>675.00</u>
WESTLAKE ACE HARDWARE	10503607	109.99
10 0010 2600 000 0000 618	WET DRY VAC	109.99
WESTLAKE ACE HARDWARE	10503629	13.47
10 0010 2600 000 0000 618	MARKER PAINT	13.47
WESTLAKE ACE HARDWARE	10503630	14.67
10 0010 2600 000 0000 618	MISC SUPPLIE	14.67
Vendor Name WESTLAKE ACE HARDWARE		<u>138.13</u>
Fund Number 10		<u>36,963.82</u>
Checking Account ID 1	Fund Number 33	CAPITAL PROJECTS - LOST
BOYD JONES CONSTRUCTION COMPANY	10312015	390.00
33 0010 4700 000 0000 450	BALANCE DUE PREV INVOICE	390.00
Vendor Name BOYD JONES CONSTRUCTION COMPANY		<u>390.00</u>
Fund Number 33		<u>390.00</u>
Checking Account ID 1		<u>37,353.82</u>
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
ANDERSON ERICKSON DAIRY CO	69140	105.14
61 2020 3110 000 0000 631	MS MILK	105.14
ANDERSON ERICKSON DAIRY CO	69157	99.12
61 3230 3110 000 0000 631	HS MILK	99.12
ANDERSON ERICKSON DAIRY CO	78170-1	58.57
61 1912 3110 000 0000 631	WEBSTER MILK	58.57
Vendor Name ANDERSON ERICKSON DAIRY CO		<u>262.83</u>
DOVEL REFRIGERATION	5318	317.44
61 3230 2600 000 0000 430	REPAIR LEAK DISH SPRAYER	317.44
Vendor Name DOVEL REFRIGERATION		<u>317.44</u>
HY VEE FOOD STORES	4318559641	10.74
61 1901 3110 000 0000 631	FOOD SUPPLIES	10.74
Vendor Name HY VEE FOOD STORES		<u>10.74</u>
PAN-O-GOLD BAKING COMPANY	010170534431	31.32
61 1901 3110 000 0000 631	FOOD SUPPLIES	31.32
Vendor Name PAN-O-GOLD BAKING COMPANY		<u>31.32</u>
Fund Number 61		<u>622.33</u>
Checking Account ID 2		<u>622.33</u>
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
BLOMSTEDT, JOHN	12102015	90.00
21 0010 1400 920 6810 320	OFFICIAL	90.00
Vendor Name BLOMSTEDT, JOHN		<u>90.00</u>
BRANDT, TONY	12102015	90.00
21 0010 1400 920 6710 320	OFFICIAL	90.00
Vendor Name BRANDT, TONY		<u>90.00</u>

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
DICKINSON, DOUG	12102015	135.00
21 0010 1400 920 6790 320	OFFICIAL	135.00
Vendor Name DICKINSON, DOUG		<u>135.00</u>
EDIE, DUSTIN	12102015	135.00
21 0010 1400 920 6790 320	OFFICIAL	135.00
Vendor Name EDIE, DUSTIN		<u>135.00</u>
FIRST BANKCARD	12092015-1	50.00
21 0010 1400 920 6790 618	TRACKWRESTLING STAT PROGRAM	50.00
Vendor Name FIRST BANKCARD		<u>50.00</u>
FRENCH, DUSTIN	12082015	70.00
21 0010 1400 920 6810 320	OFFICIAL	70.00
Vendor Name FRENCH, DUSTIN		<u>70.00</u>
HEYWOOD, GARY	12082015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name HEYWOOD, GARY		<u>100.00</u>
IOWA WESTERN COMMUNITY COLLEGE	12012015-1	270.00
21 2020 1400 910 6220 618	REGISTRATION FEE FOR MIDDLE SCHOOL	270.00
Vendor Name IOWA WESTERN COMMUNITY COLLEGE		<u>270.00</u>
KRUSE, SEAN	12082015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name KRUSE, SEAN		<u>100.00</u>
MORSE, JEFF	12112015	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name MORSE, JEFF		<u>100.00</u>
MORSE, JOSHUA	12042015	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name MORSE, JOSHUA		<u>100.00</u>
ROBINSON, JOHN	12082015	100.00
21 0010 1400 920 6810 320	OFFICIAL	100.00
Vendor Name ROBINSON, JOHN		<u>100.00</u>
ROMINE, RON	12072015	85.00
21 0010 1400 920 6710 320	OFFICIAL	85.00
ROMINE, RON	12082015	70.00
21 0010 1400 920 6810 320	OFFICIAL	70.00
Vendor Name ROMINE, RON		<u>155.00</u>
SAS FUNDRAISING	12102015	1,293.60
21 2020 1400 910 6220 618	INVOICE FOR THE MIDDLE SCHOOL BAND FUNDR	1,293.60
Vendor Name SAS FUNDRAISING		<u>1,293.60</u>

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User ID: JAL

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
SCHABEN, BRYCE	12112015	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name SCHABEN, BRYCE		<u>100.00</u>
SOUTHEASTERN PERFORMANCE APPAREL	344424	252.52
21 3230 1400 910 6210 618	PANTS	180.00
21 3230 1400 910 6210 618	TUXEDO SHIRTS	56.00
21 3230 1400 910 6210 618	SHIPPING	16.52
Vendor Name SOUTHEASTERN PERFORMANCE APPAREL		<u>252.52</u>
SPOMER, KURT	12042015	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name SPOMER, KURT		<u>100.00</u>
STAGE ACCENTS	348011	272.00
21 3230 1400 910 6210 618	MINNISINGERS SHOES	272.00
STAGE ACCENTS	348196	41.00
21 3230 1400 910 6210 618	MINNISINGERS SHOES	41.00
Vendor Name STAGE ACCENTS		<u>313.00</u>
VORTHMANN, PERRY	12112015	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name VORTHMANN, PERRY		<u>100.00</u>
WOLFE, IAN	12042015	100.00
21 0010 1400 920 6710 320	OFFICIAL	100.00
Vendor Name WOLFE, IAN		<u>100.00</u>
Fund Number 21		<u>3,754.12</u>
Checking Account ID 3		<u>3,754.12</u>

**Red Oak Community School District
Staff Selection Recommendation**

RECEIVED
DEC 16 2015

BY: _____

Date: December 15, 2015

Building: Admin HS MS WIS IPS ECC Trans
(Please Circle All That Apply)

Position: Elementary Building Secretary

Name: Mrs. Lori Vanderhoof

Certified: Not Applicable

Lane: _____
Step: _____
Salary: _____

Classified:

Hourly Rate: \$9.86

Hours Per Day: 8



Principal/Director

Please send form to Superintendent for Board Approval

LEASE - BUSINESS PROPERTY - SHORT FORM

THIS AGREEMENT, made and entered into this 26th day of August, 2015, by and between the Red Oak Community School District ("Landlord"), whose address, for the purpose of this lease, is 2011 N. 8th Street, Red Oak, Iowa, 51566, and West Central Community Action ("Tenant"), whose address for the purpose of this lease is P.O. Box 709, 1408 "A" Highway 44, Harlan, Iowa 51537-0709.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Montgomery County, Iowa:

Classroom, Office and Storage described in the attached Exhibit "A"

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 26th day of August, 2015, and ending on the 31st day of August, 2016, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent \$ 500.00 per month, in advance commencing on the 1st day of September, 2015, and on the first day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 10 % per annum.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT and termination of the lease.

4. **USE.** Tenant shall use the premises only for conducting their business.

5. **CARE AND MAINTENANCE.**

(a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, sidewalks, exterior decorating, interior decorating. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time (not to exceed 10 days) after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.

6. UTILITIES AND SERVICES. Landlord shall pay for all utilities and services which may be used on the premises, Landlord shall provide heat, electricity, and water at Landlord's expense. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and Landlord and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$1,000,000 annual aggregate per location.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. DAMAGE. In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

12. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

13. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

14. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated 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 notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

15. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

16. **ADDITIONAL PROVISIONS.**

The Landlord shall provide a private storage space in the general storage area of the building.

17. **DE-FUNDING PROVISIONS.**

Notwithstanding any other provision of this lease to the contrary the Tenant may terminate this lease without penalty by giving sixty days written notice to the landlord in the event of any of the following contingencies.

1. The Iowa legislature, the Governor, the United States Congress or the President fail to appropriate funds sufficient to allow tenant to operate as required and to fulfill its obligations under the lease
2. If funds are de-appropriated or not allocated.
3. If funds are insufficient for any other reason.
4. If Tenants authorization to conduct its programs is withdrawn or there is a material alteration in the programs the Tenant administers.
5. If the Tenants duties are substantially modified.

Red Oak Community School District

By _____
Tom Messinger, Superintendent

Date

West Central Community Action

By _____
Joel Dirks, Executive Director

Date

Exhibit "A"

The Red Oak Community School District shall provide in addition to the basic lease agreement the following:

1.0 A classroom space of not less than 700 square feet shall be made available throughout the terms of this lease agreement.

2.0 Access to Head Start program staff and clients shall be granted to the Webster Building that would include the playground, bathrooms, and designated storage/office areas.

3.0 West Central Community Action agrees to reimburse the Red Oak Community School District for actual phone costs on a monthly basis including basic access fee charges, long distance phone charges, and a prorated amount of fees for Internet usage. The Red Oak School Accounts Payable Clerk will send to the West Central Community Action organization a monthly itemized statement.

4.0 Access to communications equipment that includes but is not limited to phone instruments, copy machines, network servers, printers shall be provided. Actual costs for the use of the copy machine will be billed on a monthly basis.

5.0 The Red Oak Community School District will work with Red Oak Head Start personnel to provide a daily breakfast and lunch service during the days school is in session for the Red Oak Community School District. Adult non reimbursable meals will be billed on a monthly basis.