

Red Oak Community School District

2011 North 8th Street

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting

Meeting Location: Sue Wagaman Board Room
Red Oak CSD Administrative Center
The Technology Building – Red Oak High School Campus

Monday, July 10, 2017 – 7:00 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 Public Presenters/Guest and Visitors Addressing the Board

5.0 Communications

5.1 Good News from Red Oak Schools- Results Special Election on School Bond Issue

5.2 Visitors and Presentations

pg - 1

5.3 Affirmations and Commendations

5.4 Correspondence

5.5 Public Comments

6.0 Consent Agenda

6.1 Review and Approval of Minutes from June 26, 2017

pg 2-5

6.2 Review and Approval of Monthly Business Reports

pg 6-11

6.3 Consortium Agreement to Jointly Administer an Instructional Program at Children's Square (Academic Center) and Heartland Family Service (Therapeutic School) Located within the Boundaries of the Council Bluffs Community School District

Pg 12-28

7.0 General Business for the Board of Directors

7.1 Old Business-None

7.2 New Business

7.2.1 Discussion/Approval of next upcoming Red Oak School Board of Directors Meeting

7.2.2 Discussion/Approval of Timberline Billing Service Agreement Pg 29-34

7.2.3 Discussion/Approval Superintendent Salary

7.2.4 Discussion/Approval of service agreement with Council Bluffs Community School District for Services through Alegent Mercy Hospital Pg. 35-37

7.2.5 Discussion/Approval of IASB 2017 Legislative Resolutions Pg. 38-43

7.2.6 Discussion/Approval of the disposal of Webster School

7.2.7 Discussion/Approval of Resolution Authorizing the Redemption of Outstanding General Obligation School Refunding Bonds, Series 2010, Dated April 29, 2010 Pg 44-51

7.2.8 Discussion/Approval of appointment of Architect for new building project

7.2.9 Discussion/Approval of appointment of Construction Manager for new building project

7.2.10 Discussion/Approval of Memorandum of Understanding with IJAG for services for Red Oak High School grades 11-12. Pg. 52-60

7.2.11 Discussion/Approval to purchase 25 computers for Inman Primary School Pg. 61

7.2.12 Discussion/Approval of Competitive Bids for Pest Control, Fuel and Trash Removal for 2017-2018 school year Pg. 62-64

7.2.13 Discussion/Approval of change of board policies:

- 400: Role of and Guiding Principles for Employees
- 401.4: Employee Complaints
- 403.1: Employee Physical Examinations
- 405.2 Licensed Employee Qualifications, Recruitment, Selection
- 405.6 Licensed Employee Assignment
- 405.7 Licensed Employee Transfers
- 405.8 Licensed Employee Evaluation
- 406.5 Licensed Employee Group Benefits Option 1 and Option 2
- 408.1 Licensed Employee Profession Development
- 409.1 Licensed Employee Vacation-Holidays-Personal Leave
- 409.2 Licensed Employee Personal Illness Leave
- 409.3 Licensed Employee Family and Medical Leave
- 409.4 Licensed Employee Bereavement Leave
- 409.8 Licensed Employee Unpaid Leave
- 411.1 Classified Employee Defined
- 411.4 Classified Employee Licensing/Certification
- 414.1 Classified Employee Vacations-Holidays-Personal Leave
- 414.4 Classified Employee Bereavement Leave
- 700 Purpose of Non-Instructional and Business Services
- 706.1 Payroll Periods

Pg 63-116

7.2.14 Personnel Considerations

- 7.2.14A-Recommendation to hire the following Instructional Coaches for 2017-2018 school year:
1. Kelly Jones-Inman
 2. LeAnn Fluckey-Middle School
 3. SuAnn Crouse-Washington
 4. Janelle Erickson-High School

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- 7.2.14B-Recommendation to hire Dan Stoakes as High School Defensive Football Coordinator for 2017-2018 school year.

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- 7.2.14C-Recommendation to hire Ryan Gelber as High School Offensive Football Coordinator for 2017-2018 school year.

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- 7.2.14D-Recommendation to hire Adrienne Mahoney as Volleyball Volunteer Assistant Coach for 2017-2018 school year

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8.0 Reports

8.1 Administrative

8.2 Future Conferences, Workshops, Seminars

8.3 Other Announcements

9.0 Next Board of Directors Meeting:

To be Determined
Sue Wagaman Board Room
Red Oak CSD Administrative Center

10.0 Adjournment

Registered Voters 4,672 - Total Ballots 1,287 : 27.55%

1 of 1 Precincts Reporting 100.00%

Red Oak CSD Public Measure A

Number of Precincts	1	
Precincts Reporting	1	100.00%
Vote For 1		
Total Votes	1,287	
YES	987	76.69%
NO	300	23.31%
Undervote	0	
Overvote	0	

Registered Voters 4,672 - Total Ballots 249 : 5.33%

1 of 1 Precincts Reporting 100.00%

Red Oak CSD Public Measure A

Number of Precincts	1	
Precincts Reporting	1	100.00%
Vote For 1		
Total Votes	249	
YES	201	80.72%
NO	48	19.28%
Undervote	0	
Overvote	0	

Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center
Red Oak Technology Center, Red Oak High School Campus
June 26, 2017

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

Present:

Directors: Kathy Walker, Mark Johnson, Bryce Johnson
Bret Blackman joined the meeting electronically
Superintendent Tom Messinger, Business Manager Shirley Maxwell
Bret Blackman joined the meeting in person at 7:30 p.m.

Approval of Agenda

Motion by Director Bryce Johnson, second by Director Walker to approve the agenda with the order of agenda items at the discretion of the meeting chair. Motion carried unanimously.

Good News

Visitors and Presentations-Presentations:

Bulinda Coates, United Group Insurance Representative, presented information on the 2017-2018 EMC Safety Group Insurance Program.
Mindi Riibe, Taher representative, reported on the 2016-2017 food service program. The summer program is being well attended.

Consent Agenda

Motion by Director Bryce Johnson, second by Director Walker to approve the consent agenda as presented. Motion carried unanimously.

- Minutes from June 5, June 9, 2017
- Monthly Business Reports
- Approval of open enrollment in request from Russell Justice, Kindergartener, from the Griswold CSD to the Red Oak CSD for the 2017-2018 school year

New Business

Disposal of Excess Equipment

Directors were presented a list of excess equipment. Motion by Director Walker, second by Director Blackman to approve the advertising and selling of excess equipment. Motion carried. Items that will be advertised are 2 busses, printers, and a Toro riding mower. All items will be advertised in the Red Oak Express and the printers will also be advertised on GovDeals Online Government Surplus Auction. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the purchase of a Hustler riding lawn mower from Dickel Duit Outdoor Power Inc. at the cost of \$10,036.00. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the change order from McKee Contracting Company in the amount of \$744.00 for blocking behind lockers at the middle school and a fold-up shower seat in the handicapped shower room at the high school. Motion carried unanimously.

Supt. Messinger appointed Directors Mark Johnson and Director Walker to the Labor Management Committee for the ROEA. Director Bryce Johnson and Director Blackman were appointed to the Labor Management Committee for the ROSSA.

Motion by Director Blackman, second by Director Bryce Johnson to approve signs and the hours of 6:00 a.m. to 10:00 p.m. for the Middle School Cage area. Motion carried unanimously.

Motion by Director Walker, second by Director Bryce Johnson to approve 2017-2018 Administrative Salaries for Jeff Spotts, ROHS Principal; Nate Perrien, Middle School Principal; Gayle Allensworth, PK-5 Principal as presented. Motion carried unanimously.

Motion by Director Walker, second by Director Bryce Johnson to approve 2017-2018 Supervisors salaries for Bob Deter, Technology; Carlos Guerra, Transportation; and Shirley Maxwell, School Business Official as presented. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve 2017-2018 salaries for Heather Hall, R.N.; School Nurse; Linda Guerra, Interpreter Paraprofessional; Deb Drey, Human Resource; Monica Blay, Accounting Clerk; Kevin Herrick, Computer Hardware Technician; Karen Dean, Home School Assistant; Bonnie Viner, Home School Assistant; Chris Vannausdle, Maintenance Ground Tech; and Adam Wenberg, Lead Maintenance. Aye; Walker, Blackman, Mark Johnson, Abstain; Bryce Johnson

Motion by Director Blackman, second by Director Walker to approve a service agreement with Woodward-Granger Community School District for 2016-2017. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the Second Amendment to the YES Mentoring Contract for the 2017-2018 school year. Motion carried unanimously.

Personnel Considerations

Motion by Director Bryce Johnson, second by Director Blackman to approve the resignation of Alan Spencer as Lead Teacher at High School effective June 30, 2017. Motion carried unanimously.

Motion by Director Bryce Johnson, second by Director Blackman to approve the resignation of Kelly Jones as Lead Teacher at Inman effective June 30th, 2017. Motion carried unanimously.

Motion by Director Bryce Johnson, second by Director Blackman to approve the resignation of Deb Graber as Instructional Coach at Inman effective June 30th, 2017. Motion carried unanimously.

Motion by Director Blackman, second by Director Bryce Johnson to approve resignation of Larry Brian Orr from K-5 Student Support Coordinator effective at the end of the 2016-2017 school year. Motion carried unanimously.

Motion by Director Blackman, second by Director Bryce Walker to approve a one year leave of absence for Makaela Magneson as coach of 7th volleyball coach effective at the end of 2016-2017 year. Motion carried unanimously.

Motion by Director Blackman, second by Director Bryce Johnson to approve the recommendation to hire Jerry Wallace as bus driver for the 2017-2018 school year. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the recommendation to hire Tori Dolch as 3rd grade Teacher for the 2017-2018 school year

Motion by Director Bryce Johnson, second by Director Walker to approve the recommendation to hire the following as Lead Teachers for 2017-2018 school year: Motion carried unanimously.

1. Tim Marsden-High School
2. Brett Eubank-High School
3. Mark Erickson-High School
4. Tracy Vannausdle-High School
4. Arryn Gillespie-Inman
5. Stephanie Berglund-Inman
6. Melinda Smits-Inman
7. Beth Rehbein-Inman
8. Deb Graber-Inman
9. Sonia Kunze-Washington
10. Michelle Cockburn-Washington
11. Mary Carlson-Middle School
12. Curt Adams-Middle School
12. Kelsey Mangold-Middle School

Motion by Director Walker, second by Director Blackman to approve going into closed session per Section 21.5(1)(i) of the Iowa Code 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 and per section 21.5(1)(a) of the Iowa Code to review or discuss records which are required or authorized by state or federal law to be kept confidential. Motion carried unanimously. The board went into closed session at 8:16 p.m. The board came out of closed session at 9:07 p.m.

REPORTS/ANNOUNCEMENTS

The Special School Election will be held on June 27th with polls being open noon to 8:00 p.m. to authorize the district to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$19,990,000.

The IASB Finance Conference will be held July 19 at Prairie Meadows Conference Center in Altoona.

The next Board of Directors Meeting: Monday, July 10, 2017 – **7:00 pm**
Sue Wagaman Board Room
Red Oak CSD Administrative Center

Motion by Director Walker, second by Director Blackman to adjourn the meeting at 9:22 p.m.
Motion carried unanimously.

Mark Johnson, Vice President

Shirley Maxwell, Board Secretary

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AYS-INC - THE JOURNEY	070617	799.57
10 0010 2213 420 1119 330	ROOM&TRANSFER FOR TRACY VANNAUSD-JOURNEY	799.57
Vendor Name	AYS-INC - THE JOURNEY	<u>799.57</u>
BATTEN SANITATION SERVICE	063017-276	2,745.00
10 0010 2600 000 0000 421	DISTRICT WIDE TRASH	2,745.00
Vendor Name	BATTEN SANITATION SERVICE	<u>2,745.00</u>
CASEY'S	063017	49.77
10 0020 2700 000 0000 626	JUNE FUEL CHARGES	49.77
Vendor Name	CASEY'S	<u>49.77</u>
CENTURY LINK	062517	479.92
10 0010 2410 000 0000 532	DISTRICT WIDE FIRE ALARMS	479.92
Vendor Name	CENTURY LINK	<u>479.92</u>
CITY OF RED OAK	060217	1,250.11
10 0010 2600 000 0000 411	5/8/17 to 6/2/17 UTILITIES	1,250.11
Vendor Name	CITY OF RED OAK	<u>1,250.11</u>
DETER, BOB	063017	48.63
10 0010 2235 000 0000 580	APRIL/MAY/JUNE MILEAGE REIMBURSEMENT	48.63
Vendor Name	DETER, BOB	<u>48.63</u>
DHS CASHIER 1ST FLOOR	063017	17,461.92
10 0010 4634 219 4634	PROVIDERS SHARE-JUNE MEDICARE	17,461.92
Vendor Name	DHS CASHIER 1ST FLOOR	<u>17,461.92</u>
DICKEL DUIT OUTDOOR POWER, INC.	25629	87.50
10 0010 2600 000 0000 618	HUSTLER MOWER SUPPLIES	87.50
Vendor Name	DICKEL DUIT OUTDOOR POWER, INC.	<u>87.50</u>
ENGEL LAW OFFICE	063017	736.25
10 0010 2310 000 0000 320	JUNE PROFESSIONAL SERVICES	736.25
Vendor Name	ENGEL LAW OFFICE	<u>736.25</u>
FBG SERVICE CORPORATION	801172	32,283.53
10 0010 2600 000 0000 340	JUNE MONTHLY CLEANING	32,455.00
10 0010 2600 000 0000 340	CREDIT-DAMAGE TO FLOOR SCRUBBER	(171.47)
Vendor Name	FBG SERVICE CORPORATION	<u>32,283.53</u>
FOLLETT SCHOOL SOLUTIONS INC	629436F-2	17.14
10 3230 2222 000 0000 643	63 Various YA Titles	17.14
Vendor Name	FOLLETT SCHOOL SOLUTIONS INC	<u>17.14</u>
GREEN HILLS AEA	34548	110.25
10 3230 2410 000 0000 618	DISCIPLINARY REF. FORMS	110.25
Vendor Name	GREEN HILLS AEA	<u>110.25</u>

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Red Oak Community School District
 07/07/2017 02:08 PM

RED OAK BOARD REPORT
 Unposted; Batch Description JULY 10 BOARD MEETING CHECKS, 2017

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
HERRICK, KEVIN	063017	99.08	
10 0010 2235 000 0000 580	APRIL/MAY/JUNE MILEAGE REIMBURSEMENT		99.08
Vendor Name HERRICK, KEVIN			<u>99.08</u>
IASBO	300001796	175.00	
10 0010 2510 000 0000 340	2017-2018 IASBO MEMBERSHIP FEES		175.00
Vendor Name IASBO			<u>175.00</u>
IOWA ASSN OF SCHOOL BOARDS	IASBMBR00526	4,009.00	
10 0010 2310 000 0000 810	4 IASB DUES 2017-2018		4,009.00
Vendor Name IOWA ASSN OF SCHOOL BOARDS			<u>4,009.00</u>
IOWA WASTE SERVICES LLC	1224	30.13	
10 0010 2600 000 0000 421	LANDFILL WASTE		30.13
Vendor Name IOWA WASTE SERVICES LLC			<u>30.13</u>
IOWA WORKFORCE DEVELOPMENT	5218	175.00	
10 0010 2600 000 0000 432	ELEVATOR SAFETY		175.00
Vendor Name IOWA WORKFORCE DEVELOPMENT			<u>175.00</u>
ISFIS, INC.	16-244-1	2,181.75	
10 0010 2310 000 0000 810	DISTRICT SUBSCRIPTION FEES		2,181.75
Vendor Name ISFIS, INC.			<u>2,181.75</u>
JOSTENS	20367207	27.61	
10 3230 2410 000 0000 618	DIPLOMA & COVER		27.61
Vendor Name JOSTENS			<u>27.61</u>
KABEL BUSINESS SERVICES-FLEX	AFLX176531	200.00	
10 0010 2510 000 0000 340	FLEX PLAN-7/1 to 6/30		200.00
Vendor Name KABEL BUSINESS SERVICES-FLEX			<u>200.00</u>
LAKESHORE LEARNING CO.	4128680617	148.25	
10 1901 1000 100 8001 612	MULTIPURPOSE HEADPHONES/ BLUE BLACK		39.96
10 1901 1000 100 8001 612	PLACE VALUE BINGO		9.99
10 1901 1000 100 8001 612	JUMBO MAGNETIC TEN-FRAMES SET OF 4		19.99
10 1901 1000 100 8001 612	ALLOWANCE GAME		33.98
10 1901 1000 100 8001 612	KOOKY CARNIVAL: CONTEXT CLUE GAME		24.99
10 1901 1000 100 8001 612	FREIGHT		19.34
Vendor Name LAKESHORE LEARNING CO.			<u>148.25</u>
MERCER HEALTH & BENEFITS ADMIN LLC	062717	3,205.88	
10 0010 1000 100 8018 270	AUGUST RETIREES INSURANCE		3,205.88
Vendor Name MERCER HEALTH & BENEFITS ADMIN LLC			<u>3,205.88</u>
MONTGOMERY CO. MEMORIAL HOSP.	062317	115.00	
10 0020 2700 000 0000 271	DOT PHYSICAL		115.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.			<u>115.00</u>

RED OAK BOARD REPORT
 Unposted; Batch Description JULY 10 BOARD MEETING CHECKS, 2017

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
PHONAK	5155600060	435.39	
10 0010 1200 219 0000 612	SERVICE AGREEMENTS		435.39
Vendor Name PHONAK			<u>435.39</u>
PLUMB SUPPLY/RIBACK SUPPLY	4441353	177.62	
10 0010 2600 000 0000 618	FAUCET		177.62
PLUMB SUPPLY/RIBACK SUPPLY	4602535	182.69	
10 0010 2600 000 0000 618	DELTA SINK		182.69
Vendor Name PLUMB SUPPLY/RIBACK SUPPLY			<u>360.31</u>
PRATT, KIM	063017	14.95	
10 2020 1000 100 0000 580	MILEAGE REIMBURSEMENT-2ND SEMESTER		14.95
Vendor Name PRATT, KIM			<u>14.95</u>
PRECISION DIESEL INJECTION	57739	509.63	
10 0020 2700 000 0000 434	SCHOOL BUS #9 SERVICE		509.63
PRECISION DIESEL INJECTION	57787	208.79	
10 0020 2700 000 0000 434	#7 BUS SERVICE		208.79
PRECISION DIESEL INJECTION	57892	714.43	
10 0020 2700 000 0000 434	#1A SCHOOL BUS SERVICE		714.43
Vendor Name PRECISION DIESEL INJECTION			<u>1,432.85</u>
RED OAK HARDWARE HANK	8365	17.98	
10 0010 2600 000 0000 618	WINDSCREEN SUPPLIES		17.98
RED OAK HARDWARE HANK	9491	5.39	
10 0010 2600 000 0000 618	FAUCET CONNECTOR		5.39
Vendor Name RED OAK HARDWARE HANK			<u>23.37</u>
RIEMAN MUSIC, INC.	2535628	19.90	
10 3230 2600 910 6220 433	TROMBONE REPAIR		19.90
Vendor Name RIEMAN MUSIC, INC.			<u>19.90</u>
RIVERSIDE COMMUNITY SCHOOLS	062617	6,758.16	
10 0010 1000 100 0000 567	OPEN ENROLLMENT-2ND SEMESTER		6,446.00
10 0010 1000 130 3116 567	TLC-2ND SEMESTER		312.16
Vendor Name RIVERSIDE COMMUNITY SCHOOLS			<u>6,758.16</u>
SCHMITT MUSIC	1537129	54.00	
10 2020 2600 910 6220 433	ESTIMATE TO REPAIR MS BAND SAX		37.25
10 2020 1920 100 8202 612	ESTIMATE TO REPAIR MS BAND SAX		16.75
SCHMITT MUSIC	1591642	16.99	
10 2020 2600 910 6220 433	ESTIMATE TO REPAIR MIDDLE SCHOOL BAND PE		16.99
Vendor Name SCHMITT MUSIC			<u>70.99</u>
SCHOOL BUS SALES	51603	10.64	
10 0020 2700 000 0000 618	PLUG SEAT -BUS PART		10.64
Vendor Name SCHOOL BUS SALES			<u>10.64</u>
SCHOOLGY, INC	16448	6,000.00	

Vendor Name	Invoice Number	Amount	Amount
Account Number	Detail Description		Amount
10 0010 2235 000 1996 653	SUBSCRIPTION 7/1/17 to 6/30/18		6,000.00
Vendor Name	SCHOOLGY, INC		<u>6,000.00</u>
SHOUTPOINT, INC	14500	1,380.00	
10 0010 2236 000 0000 536	VOIP LINES		1,380.00
Vendor Name	SHOUTPOINT, INC		<u>1,380.00</u>
SIMPLEXGRINNELL	070517	11,875.00	
10 0010 2600 000 0000 432	17-18 FIRE ALARM CONTRACTS		11,875.00
Vendor Name	SIMPLEXGRINNELL		<u>11,875.00</u>
SOCS/FES	008226	405.00	
10 0010 2236 000 0000 536	JULY WEB HOSTING		405.00
Vendor Name	SOCS/FES		<u>405.00</u>
STERLING COMPUTERS	00146628	462.50	
10 0010 2237 000 0000 431	2.5 hrs. Sterling Direct Systems Engine		462.50
Vendor Name	STERLING COMPUTERS		<u>462.50</u>
TIMBERLINE BILLING SERVICE LLC	12083	1,832.22	
10 0010 2510 217 3303 350	JUNE MEDICAID BILLING		1,832.22
Vendor Name	TIMBERLINE BILLING SERVICE LLC		<u>1,832.22</u>
TIME MANAGEMENT SYSTEMS, INC	113086	2,850.00	
10 0010 2600 000 0000 350	TIME MAGEMENT CONTRACT		2,850.00
Vendor Name	TIME MANAGEMENT SYSTEMS, INC		<u>2,850.00</u>
TOTAL FUNDS BY HASLER	062617	1,000.00	
10 0010 2410 000 0000 531	POSTAGE FILL		1,000.00
Vendor Name	TOTAL FUNDS BY HASLER		<u>1,000.00</u>
UNITED PARCEL SERVICE	062417	1.32	
10 3230 1000 100 0000 612	ADDITIONAL CHARGES- REALITYWORKS-FACS		1.32
Vendor Name	UNITED PARCEL SERVICE		<u>1.32</u>
WATERLOO COMMUNITY SCHOOL DISTRICT	GE 2ND 553	73.24	
10 0010 1000 420 1119 561	AT RISK MENTAL HEALTH PMIC		73.24
Vendor Name	WATERLOO COMMUNITY SCHOOL DISTRICT		<u>73.24</u>
WOODRIVER ENERGY LLC	139480	2,328.80	
10 0020 2600 000 0000 621	WEBSTER GAS		23.36
10 2020 2600 000 0000 621	MS GAS		141.98
10 3230 2600 000 0000 621	HS GAS		1,396.91
10 1912 2600 000 0000 621	TECH GAS		300.34
10 1901 2600 000 0000 621	IPS GAS		398.47
10 1902 2600 000 0000 621	WASH GAS		67.74
Vendor Name	WOODRIVER ENERGY LLC		<u>2,328.80</u>
Fund Number	10		<u>103,770.93</u>
Checking Account ID	1	Fund Number	22
			MANAGEMENT FUND

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
SPECIALTY UNDERWRITERS LLC	SW3308-1	34,093.25
22 0010 2310 000 0000 520	INSTALLMENT 1	<u>34,093.25</u>
Vendor Name	SPECIALTY UNDERWRITERS LLC	34,093.25
UNITED GROUP INSURANCE	447	190,948.50
22 0010 2600 000 0000 260	WORKERS COMP	3,805.36
22 0010 1000 100 0000 260	WORKERS COMP	76,886.73
22 0010 2700 000 0000 522	BUS/AUTO INS	13,955.44
22 0010 2310 000 0000 520	BUILDING/PROPERTY	36,364.83
22 0010 2310 000 0000 525	UMBRELLA INS	6,093.42
22 0010 2600 000 0000 523	INSURANCE	796.62
22 0010 2700 000 0000 260	WORKERS COMP	2,752.83
22 0010 2221 000 0000 260	WORKERS COMP	3,749.01
22 0010 2310 000 0000 260	WORKERS COMP	16,120.72
22 0010 2600 000 0000 521	BUILDING/PROPERTY	20,397.58
22 0010 2600 000 0000 524	GEN LIABILITY/WORKERS COMP	10,025.96
Vendor Name	UNITED GROUP INSURANCE	<u>190,948.50</u>
Fund Number	22	<u>225,041.75</u>
Checking Account ID	1	Fund Number 33
KS STATE BANK,		050817
33 0010 1000 100 5501 734		CAPITAL PROJECTS - LOST
Vendor Name	KS STATE BANK,	163,691.11
		RENTAL AGREEMENT-625 LENOVO-
		100-DELL
		<u>163,691.11</u>
		163,691.11
Fund Number	33	
Checking Account ID	1	Fund Number 36
FORECAST 5 ANALYTICS INC		03053
36 0010 2510 000 0000 350		PHYSICAL PLANT & EQUIPMENT
Vendor Name	FORECAST 5 ANALYTICS INC	11,000.00
		5SIGHT&5CAST
		LICENSEAGREEMENT 7/1-6/30
		<u>11,000.00</u>
		11,000.00
FRONTLINE TECHNOLOGIES GROUP, LLC	673112458882	4,165.20
	4	
36 0010 2235 000 0000 653	AESOP MANAGEMENT SERVICES	4,165.20
Vendor Name	FRONTLINE TECHNOLOGIES GROUP, LLC	<u>4,165.20</u>
		4,165.20
RAY MARTIN COMPANY	1700517.06	7,500.00
36 0010 4700 000 0000 490	HVAC SERVICE AGREEMENT	7,500.00
Vendor Name	RAY MARTIN COMPANY	<u>7,500.00</u>
		7,500.00
SOFTWARE UNLIMITED	050117	7,700.00
36 0010 2510 000 0000 350	SOFTWARE UNLIMITED	7,700.00
	SUBSCRIPTION	
Vendor Name	SOFTWARE UNLIMITED	<u>7,700.00</u>
		7,700.00
Fund Number	36	<u>30,365.20</u>
Checking Account ID	1	522,868.99
Checking Account ID	3	Fund Number 21
GIBSON, DOUG		063017
21 2020 1400 910 6220 618	JUDGING STIPEND FOR THE ROMS	180.00
	SIMPSON BAN	
21 2020 1400 910 6220 618	MILEAGE	118.77
Vendor Name	GIBSON, DOUG	<u>298.77</u>
		298.77

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
MOUNT, JEFF	063017	265.07
21 2020 1400 910 6220 618	JUDGING STIPEND FOR THE ROMS SIMPSON BAN	180.00
21 2020 1400 910 6220 618	MILEAGE	85.07
Vendor Name MOUNT, JEFF		<u>265.07</u>
NEBRASKA CITY BOYS BASKETBALL	061717	125.00
21 0010 1400 920 6710 618	NEBRASKA CITY SUMMER SHOOTOUT BOYS BBALL	125.00
Vendor Name NEBRASKA CITY BOYS BASKETBALL		<u>125.00</u>
PIZZA RANCH	1904010392	77.42
21 0010 1400 920 6600 618	SENIOR AWARDS SELECTION DINNER	77.42
Vendor Name PIZZA RANCH		<u>77.42</u>
SAKER, SUSAN	063017	217.45
21 2020 1400 910 6220 618	JUDGING STIPEND FOR THE ROMS SIMPSON BAN	180.00
21 2020 1400 910 6220 618	MILEAGE	37.45
Vendor Name SAKER, SUSAN		<u>217.45</u>
SCHMITT MUSIC	1597301	18.99
21 3230 1400 910 6220 618	REEDS	18.99
SCHMITT MUSIC	1597303	25.50
21 3230 1400 910 6220 618	REEDS	25.50
Vendor Name SCHMITT MUSIC		<u>44.49</u>
Fund Number 21		<u>1,028.20</u>
Checking Account ID 3		<u>1,028.20</u>

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**2017-2018 Consortium Agreement
to Jointly Administer an Instructional Program
at CHILDREN'S SQUARE (Academic Center) and HEARTLAND
FAMILY SERVICE (Therapeutic School)
Located within the boundaries of the COUNCIL BLUFFS Community
School District**

This Agreement between the member school districts whose signatures appear at the end of this document (hereafter "members"), including the COUNCIL BLUFFS Community School District (hereafter "host"), is to establish a jointly administered program for the enrollment of students from the host and members' school districts in the consortium day programs located at CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE pursuant to Iowa Code sections 28E.3 and 280.15(1) to provide quality education and activities for students enrolled from each member district, by the most efficient and economically responsible means; and

Whereas, each member wishes to enroll one or more of its students in (the K-12) consortium day programs that are offered and available at the CHILDREN'S SQUARE (Academic Center) and HEARTLAND FAMILY SERVICE (Therapeutic School) sites and that are not otherwise available at each member's site, and

Whereas, the host is willing to jointly administer the programs and activities at the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE sites with the members with the costs determined as stated in this Agreement, and

Whereas, Iowa Code section 28E.3 provides, in part, that the boards of directors of two or more school districts may by agreement jointly administer any power, privilege or authority each member school district is capable of exercising individually, and

Whereas, Iowa Code section 280.15, subsection 1, provides, in part, that the boards of directors of two or more school districts may by agreement jointly share services of school personnel, acquire and share classrooms, facilities, and equipment,

Therefore, the member school districts agree to establish a jointly administered instructional program for each facility in the form of a Consortium as authorized by Iowa Code under the following terms and conditions:

PURPOSE

The COUNCIL BLUFFS Community School District, pursuant to Iowa Code section 274.1, has the exclusive authority and responsibility to provide the instructional programs on the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE Campuses. Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students when the districts are jointly administering an instructional program. Members

sending students to the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE site programs will become members of the COUNCIL BLUFFS CONSORTIUM. This Agreement describes the arrangement for the provision of instructional service for the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE Consortium day programs which are not part of the residential or placed PMIC day programs. This Agreement further describes certain terms and conditions to participate in the consortium day program located at the sites of CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE within a Consortium arrangement for the students of each member district, including the host district, and other students not residents of any member district. This Agreement provides a means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of educational programs and the collective operation of facilities for student use by exercising powers, privileges and authority and proceeding to participate in and help administer the program, pursuant to the joint powers authorized by Iowa Code. Collective operation of facilities is limited to non-placed, non-residential, non-PMIC students.

PROGRAM DESCRIPTION:

Academic Center (Children's Square)

The Academic Center is an educational program providing individual support as directed by the Individual Education Program (IEP) for students with behavioral and emotional needs. The school serves students in grades 1 - 12 who need a specialized program to meet their educational needs. The licensed special education teachers provide instruction in core academic areas as well as problem solving, social skills, life skills, and interpersonal communication.

Therapeutic School (Heartland Family Service)

The Therapeutic School is a program that provides a full day of academic and therapeutic programming for special education students. A full day of academic coursework is provided by special education teachers per the student's IEP. Referrals to the school are made through the student's local school district within Green Hills Area Education Agency.

NAME/ORGANIZATION

To accomplish the purposes stated above and to carry out joint and cooperative activity associated with the program, there is hereby created the COUNCIL BLUFFS DISTRICT Consortium ("hereafter Consortium"). This Consortium shall consist of the original member districts and host district, and can include additional parties from time to time, but said Consortium shall not be considered a separate legal entity for purpose of Iowa Code Chapter 28E.

"Host district" means the district of location.

"Member district" means each public school district whose board has agreed to participate in the Consortium program, including the host district.

“Administrators” mean the superintendents or superintendent designee of each public school district whose board has agreed to participate in the Consortium program, including the host district.

“Fiscal agent” means the district that is established within the terms of this Agreement to provide the administrative business services, including student, staff, and financial accounting/management on behalf of the Consortium.

FISCAL AGENT

The host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts as well as to cover incidental administrative costs such as clerical and business services, postage, and telephone. The resident district agrees to enter into the Student Record Information System (SRI) students in programs offered through the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE programs, including residential programs and verifying SRI entries by consortium members of their resident students in the consortium programs.

A new fiscal agent may be designated by a majority vote of the administrators.

ADMINISTRATION

The Consortium shall be governed and administered by the superintendents or superintendent designee of each participating member school district (collectively, “The Administrators”). However, contracts must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the administrators.

The administrators of the districts whom are members of the Consortium shall have all powers, privileges, and authority necessary and incidental to manage the affairs of the Consortium, to exercise any power common to the members, and to work with each other to manage this program. The administrators shall also carry out the intent and purpose of this Agreement not inconsistent with law or this Agreement.

These powers and responsibilities of the administrators shall include general administrative duties which may arise from time to time, including, but not limited to:

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE programs.
- C. Assessing the education needs and interests of the students within their respective district.
- D. Participation numbers will be reviewed with the consortium annually.

- E. Meeting periodically, as needed, to discuss issues associated with the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE programs and the Consortium.
- F. Other reasonable and necessary administrative duties.

Votes and approvals by the administrators may be accomplished by a consensus, a vote at a meeting, or by written affirmation by letter or electronic mail.

However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts may at any time restrict the powers of the fiscal agent of the Consortium.

JOINT MEETINGS

The administrators shall meet at least twice each school year, or more often if necessary, to discuss items of mutual concern.

BOARD APPROVAL

Consortium membership shall be approved by the board of education of each member district. Failure of a board of education to approve the Consortium Agreement shall remove that school district from Consortium membership.

JURISDICTION

The students attending the Consortium program shall be allowed to participate in the student activities in their districts of residence and will be subject to the eligibility rules of their resident districts. Students in the Consortium continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary procedures of their resident districts. The employer of the licensed teachers will administer required assessments and will forward the results of the individual assessments to each resident district. Permanent school records shall be maintained at the student's resident district.

The fiscal agent, through the Consortium, must be actively involved in the management, direction, supervision, and evaluation of the program; evaluation of the students; staff development of teachers; and monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, IDEA provisions, omni-circular provisions, FERPA provisions, teacher licensure, curriculum development, professional development and expectations, and core curriculum implementation.

Member district students shall be under the jurisdiction of, and be the responsibility of, the host district while in attendance at CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE, except as set out in this Agreement. Member district students shall be subject to the

same academic, disciplinary, and other additional requirements that apply to host district resident students.

INDEPENDENCE RETAINED

It is expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the member districts, it being specifically agreed that their relationship is and shall remain that of independent parties participating in a cooperative mutual relationship in the Consortium. In no event shall a school district be liable for the debts and obligation of another school district.

NON-DELEGATION

Unless specifically provided in this Consortium Agreement, the Agreement shall not be construed as a delegation of the authority by the boards of education of any member school districts, or the powers or responsibilities conferred upon them by Iowa Code.

DISPUTE RESOLUTION AND ARBITRATION

In the event member districts are unable to agree to the interpretation or operation of this Agreement, a committee made up of five volunteer members of the consortium, one of which is a member of the host district, shall meet to recommend to the full consortium their recommendation.

In the event that the dispute remains unresolved, the dispute shall be referred to a "Conflict Resolution Committee" made up of the president of the board of directors of the host district, the president of a member district [Lewis Central for 15-16 year], and the chief administrator of the area education agency (AEA) in which the Consortium program is located, whose decision is final.

SPECIAL EDUCATION

Each member district shall remain responsible for ensuring the special education instructional and support services offered to its students at the Consortium program provide a free and appropriate public education (FAPE) pursuant to federal and state law.

Each resident district is to maintain a file on each resident student attending the Consortium program. For special education students, this file should contain the student's current IEP and progress reports.

The resident district, working with the host district or agency employing the teacher is responsible for IEP development and review.

STAFFING

Special educational instructional staff will be employees of CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE and not employees of any member district. The special education director at HEARTLAND FAMILY SERVICES will be a Council Bluffs District employee.

The fiscal agent may employ, on behalf of the Consortium, an appropriately licensed person or assign a portion of an appropriately licensed person's time (with time records to show time exclusively devoted to the Consortium) to perform the duties of special education director. Only the employing member district has the power to terminate the employment of the director.

If the time records support that a specific portion of the time of the special education director was exclusively devoted to special education, the fiscal agent shall provide such records to each member district. The member districts may use this information to request approval of the School Budget Review Committee (SBRC) to treat this cost as a special education cost. Otherwise, without SBRC approval, the cost cannot be expended from special education funding.

TRANSPORTATION

Transportation of member students to and from the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE sites will be determined by the resident member district and will not be the responsibility of the host district. Other necessary transportation during the school day shall be provided by the host district and shall be charged to the resident member district for the student as an individualized cost.

The host member district agrees to allow vehicles from member districts to cross its boundaries for purposes of providing such transportation.

PROPERTY

It is not contemplated the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or sublease arrangements for a building to house the program, with approval of the member districts. That lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds.

NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to send a student to the CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE programs. Districts who are not members are required to join the Consortium prior to sending students to either CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE.

FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the consortium program located at the sites of CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billing will be done quarterly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement.

If statutory changes or additions, i.e., state incentives for such sharing, mandate adjustments in the payments required pursuant to this Agreement, addenda shall be executed to bring the Agreement into compliance with statutory requirements.

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each month. No billing shall be provided directly to resident districts from a third party contract. Each member shall promptly pay its amount at its next board meeting, but no later than thirty (30) days from receipt of the itemized bill. If any costs were estimated during the fiscal year, the final month's billing shall be adjusted to ensure that the costs are the actual costs for special education for the entire year and the correct share of costs pursuant to this Agreement. "Itemized" billing means a bill in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, determining performance of the IEP requirements for each of its students, reporting expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013, filing Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.

Each resident district shall be billed for and pay the direct actual costs of the educational program for each of its resident students pursuant to the IEP. "Actual costs" is a term referring to the excess costs of providing instruction for children requiring special education, above the costs of instruction of pupils in a regular curriculum. "Actual costs" should not be confused with the common meaning of actual as 'all costs incurred' which might include non-instructional costs or costs of instruction that are substantially similar to the costs of instruction in regular curriculum. To the extent that the costs are directly related to the provision of special education services pursuant to the IEPs, these costs are special education costs in the member districts. In the case of a Consortium, the general purpose percentage [GPP] would not be billed as a part of the actual costs, because the non-IEP costs are being allocated to member districts otherwise; billing for GPP would result in duplicated billing.

Specialized costs above the costs of providing special education instruction for students may be billed to each resident district. Costs must be exclusively for identified students per their IEPs.

In the case where a lease agreement is approved by the administrators and their respective boards, and the facility being leased is not a school building owned by a member district, the annual cost of the lease may be billed to each member district in the proportion of each member's student enrolled or served days divided by total enrolled or served days for all districts. This must be agreed to by the majority of the administrators. The lease is paid from either PPEL or SAVE and is not a special education cost. No costs related to debt, facility use charges, or new construction/remodeling may be charged. No costs related to the residential, placed, or PMIC programs may be charged.

Upon request food service will be provided by the host district in the same way that food service is provided to other students attending public school within the district boundaries.

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion of enrolled or served days divided by total enrolled or served days for all districts. This must be agreed to by the majority of the administrators. These costs would be general fund, general purpose expenditures. Such inventory and equipment shall be jointly owned by the consortium members.

CONTRACTED SERVICES

Billings from any purchased service provider must be "itemized" in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, the ability to:

- Determine performance of the IEP requirements for each of its students.
- Report expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013.
- Ensure costs are itemized for the purpose of submitting Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.
- Ensure costs are limited to actual costs of special education as defined by Iowa Code.
- Ensure each item is an item on the student's individual student's IEP so that re-billings are accurate.
- Ensure items such as services of a nurse are identified and are linked only to students with services of a nurse included on the individual student's IEP.
- Ensure each item is paid from the correct fund.
- Ensure each item is paid from the correct funding stream (special education weighted funding, IDEA Part B or Part C, LEP, Title 1, general purpose funding, etc.).
- Ensure any administrative costs are allowable and itemized for the purpose of requesting permission from the SBRC to pay those costs from special education weighted funding rather than general purpose funding.
- Ensure costs that are not included within the definition of actual costs of special education instructional programs are separately identified so that they are not paid from any special

education funding streams. For this purpose, at a minimum, this would require costs itemized to the function level, and sometimes object level, that districts are required to enter on the CAR-COA. There cannot be a single special education cost when that cost includes non-instructional items. Therefore, there would be separate purchased services (even if in the same Agreement) for such things as instruction, support services, administration, operations & maintenance if applicable, etc.

- Ensure no costs were paid from grants or other funding resources the private provider received or was entitled to receive to address the potential for any cost to be paid by the district which was properly paid from a different source. The IDEA provides that education agencies are payors of last resort.
- Ensure any profit built in by a private for-profit service provider is reasonable. The district has a stewardship responsibility to look at those costs to evaluate the cost effectiveness of purchasing services versus providing the services directly as well as to have procedures in place to meet the coming requirements of the omni-circular related to procurement.
- Ensure no costs are "per pupil rates."
- Ensure no costs are related to purchasing spaces or other phantom student models.
- Ensure time records are maintained when personnel are paid from multiple funding streams and costs are proportionate to time.

AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a majority vote of the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically present.

All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the administrators of all member districts.

DURATION

Subject to the rights of amendment, modification, or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2018, and renew every July 1 for one-year periods if approved by the district's board of education, unless participation is terminated by a member by providing written notice to all other members on or before January 1 or terminated by mutual agreement of all of the member districts.

This Agreement will be reviewed annually by the administrators, beginning in January 2018.

CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter "loss") is made by or on behalf of a student, the district transporting or supervising the student at the time of the loss shall be responsible for any payment of claims, damages, or judgments arising out of the loss, and that transporting or supervising district shall indemnify, defend and hold harmless the non-

transporting or non-supervising district if a claim is made against the non-transporting or non-supervising district for a loss which occurred while the student was under the supervision and control of the transporting or supervising district. Both member districts and the host district agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.

Otherwise, to the extent permitted by law, each of the member districts shall protect, defend, hold harmless, and indemnify the other member districts from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which the other districts may incur by reason of the indemnifying party's negligence, breach of this Agreement, or violation of law or right of a third party, or that of the indemnifying party's officers, employees, or agents.

APPLICATION OF LAWS, RULES AND REGULATIONS

This Agreement and all policies, rules, and regulations adopted by the administrators to govern the operation of the program shall comply with the laws of the state of Iowa, with rules and regulations of the Iowa Department of Education, and with federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all members.

All member districts shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

All member districts agree to cooperate as needed to assure that all required services and responsibilities are provided by the members and that the educational programs and activities are operated in compliance with all applicable laws.

BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the member districts hereto and their successors and assigns.

EXECUTION IN COUNTERPARTS

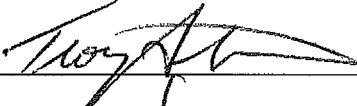

This Agreement may be simultaneously executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the members, to the full extent permitted by law. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

In commemoration of this Consortium Agreement, the presidents and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having been passed by a majority roll call vote of each board.

For the Host and Fiscal Agent Member Council Bluffs Community School District:

Board President  Dated 6/27/17
Board Secretary  Dated 6/28/17

Participating Member A-H-S-T-W Community School District:

Board President _____ Dated _____
Board Secretary _____ Dated _____

Participating Member Atlantic Community School District:

Board President _____ Dated _____
Board Secretary _____ Dated _____

Participating Member Boyer Valley Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member CAM Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Charter Oak School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Clear Creek Amana School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Corning Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Creston Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Denison Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member East Mills Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Essex Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Glenwood Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Griswold Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Hamburg Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Harlan Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Highland Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Lewis Central Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Logan-Magnolia Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Maple Valley-Anthen Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Missouri Valley Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member MOC-Floyd Valley Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Red Oak Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Riverside Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Sheldon Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Shenandoah Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Sioux City Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Treynor Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Tri-Center Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Underwood Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Villisca Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member West Harrison Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member West Monona Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Woodbine Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Timberline Billing Service LLC

1801 Fuller Road, West Des Moines, Iowa 50265

Phone 515-222-0827 Fax 515-222-0834

Agreement of Service

The document serves as a legally binding agreement between Timberline Billing Service LLC (Timberline) and Red Oak Community School District (District) regarding the accessing of Medicaid reimbursement for covered school-based services. Timberline is a Limited Liability Company formed and headquartered in the State of Iowa. Timberline is a statewide medical claim processing company, specializing in working with local school districts and Medicaid. The agreement is set forth herein:

Background

Timberline assists school districts as a Medicaid provider in accessing Medicaid reimbursement for covered services. This includes both special education services and primary preventive services provided in the school-based setting. As a full-service company, Timberline will work with District staff to assure appropriate documentation (from training to monitoring completed forms), process the staff documentation for submission of claims to Medicaid and the review of claims which may need to be resubmitted to Medicaid.

Timberline Responsibilities

- 1) Present information about the Medicaid Local Education Agency (LEA) Program to the District's administration and staff.
- 2) Train the District's staff on the covered services and documentation requirements for the LEA program.
- 3) Monitor and review the documentation/claiming forms of all District staff.
- 4) Keep all District information acquired as a result of these services confidential. In the event that any disclosure of any documentation/information acquired by Timberline is required by law, Timberline will notify the District of such obligation prior to such disclosure. Notwithstanding the above, Timberline shall be in full compliance with all requirements of FERPA, as required by the District, and with HIPAA and their respective rules and regulations as well as laws of the State of Iowa regarding mental health, substance abuse and AIDS information. Further, any documentation or information obtained pursuant to this Agreement will be destroyed or returned to the District, at the sole discretion of the District, upon termination of this Agreement.
- 5) Compare District staff documentation with the quarterly Medicaid eligibility listing from District to ensure student eligibility for the students reported on claiming forms provided by LEA.

- 6) Submit Medicaid claims, or respond to District with listing of additional information needed to process the claim, within 60 days from the receipt of the documentation.
- 7) Review any denied claims for reconciliation. This may include resubmission or communication with District on the reason for the appropriate denial of the claim by Medicaid.
- 8) Provide quarterly updates on Iowa Medicaid LEA program benefits. This may be accomplished via the Timberline website, newsletter, or emails to the contact person for District.
- 9) Continue consultation and communication with the Iowa Medicaid Enterprise, Department of Education and the Medicaid fiscal intermediary to ensure the District's full compliance with all requirements of the Medicaid program.
- 10) Perform a quarterly Quality Assurance Service for the District. This will include a full review of all documentation for a random sample of paid claims during the previous quarter.
- 11) Provide Timberline's proprietary software, T-TRAK, for confidential use by the District, its employees and contractors. Timberline owns T-TRAK and the copyright to it. Nothing in this Agreement shall change Timberline's ownership rights to its intellectual property, including but not limited to T-TRAK.
- 12) Obligations are conditioned upon the prior performance by the District as set forth under the District's responsibility.

District Responsibilities

- 1) Obtain provider certification as required by the Iowa Medicaid program for LEA billing.
- 2) Provide Timberline Billing Service with a quarterly Medicaid eligibility list of students with IEP's. This listing is available via the web-IEP application for all school districts in Iowa.
- 3) Ensure that all personnel for which claims are submitted meet standards as set forth in Iowa Department of Education rule 281, Iowa Administrative Code 41.401 (256B, 34CFR300), to the extent that their certification or license allows them to provide services. Practitioners shall meet the Board of Educational Examiners' Licensure or recognition requirements for the position. Additionally, practitioners are required to hold a professional or occupational license, certificate or permit if they do not hold a Board of Educational examiner's licensure.
- 4) Verify that all providers are not excluded from participation in Medicaid by the U.S. Department of Health and Human Services Office of the Inspector General.

- 5) Provide required access to all personnel, materials, information and financial data necessary to accomplish the designated services listed in this Agreement of Service. Notwithstanding the above, both parties recognize and agree that the District must be in compliance with FERPA, HIPAA and Iowa laws regarding the treatment of substance abuse, mental health and AIDS information, as well as any other applicable federal or state laws, and that the District will not be in breach of this provision if it is prohibited from providing required information to Timberline on the basis of compliance with such laws.
- 6) Provide Timberline Billing Service LLC with a list, and update as needed, of all District staff authorized to access District reports on the Timberline client-only website.
- 7) Complete enrollment with Iowa Medicaid to name Timberline Billing Service LLC as the District's vendor.
- 8) Keep Timberline's proprietary software, T-TRAK, confidential and not share it with any third party or individual. District shall devote its best efforts to protect T-TRAK and any associated documentation against any unauthorized or unlawful use or copying. Under no circumstances may District decompile or attempt to reverse engineer or derive source code of T-TRAK, or permit any third party to do so.

Fees

District shall pay Timberline a fee equal to six percent (6%) of the net Medicaid reimbursement retained by District. This does not include any Medicaid funds that are returned to the Iowa Department of Human Services. This fee will be calculated monthly based on the paid claims for the preceding month. District shall make payment to Timberline within thirty (30) days from the date of the invoice. Unpaid balances will accrue interest at the rate of 1.5% per month commencing forty-five (45) days from the date of the invoice.

General Terms

District Information, Confidentiality, and Use. All data provided to Timberline by the District, either by manual or electronic means, is and shall remain the property of the District. Timberline may have access to certain District information and data, all of which shall be considered confidential. Timberline agrees that all such information and data shall be used only for the intended purpose and shall not sell, rent, share or otherwise disclose any such information and data to any unauthorized third party.

Warranty. Notwithstanding anything contained in this Agreement to the contrary, Timberline represents and warrants that it is the owner of or otherwise has the right to use, distribute, and license or sublicense all materials and methodologies used in connection with providing the services and products which are the subject of this Agreement, and that such materials and methodologies shall not infringe any copyright or other proprietary right of a third party. Notwithstanding anything contained in this Agreement to the contrary, Timberline further represents and warrants that (a) the work

to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this Agreement will not violate any law, statute, ordinance or regulation; and (e) the work to be performed by it under this Agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Notwithstanding anything contained in this Agreement to the contrary, Timberline agrees to defend at its own cost and expense any threatened or actual claim or action against the District, its subsidiaries and/or affiliated companies, for actual or alleged infringement of any patent, copyright or other property right based on any work furnished to the District by Timberline under this Agreement or the use thereof by the District.

Notwithstanding anything contained in this Agreement to the contrary, Timberline warrants that the service will be available to the District and will be provided substantially in accordance with the descriptions and specifications set forth in any user documentation provided to the District. Timberline shall use commercially reasonable efforts to make the service continuously available to the District and to promptly restore availability if it is within Timberline's reasonable control.

Insurance. Timberline shall maintain liability insurance for protection from claims arising out of performance of services caused by negligent error, omission, or act for which the insured is legally liable. Such liability insurance will provide for coverage in a minimum amount of \$1,000,000 effective through the term of this Agreement and for claims made within one year thereafter. Upon request, Timberline shall provide to the District a certificate indicating that such insurance coverage has been obtained.

Notice. Notwithstanding anything contained in this Agreement to the contrary, any notice required or permitted by this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid, and addressed to the party as detailed below:

Notice to Timberline must be sent to:
Dann Stevens, CEO
1801 Fuller Road
West Des Moines, Iowa 50265

Notice to the District must be sent to:
Tom Messinger, Superintendent
2011 N. 8th Street
Red Oak, Iowa 51566

Timberline makes no guarantee of results with respect to any claim. Timberline shall not be liable for any errors or omissions contained in the information submitted to Timberline by the District. The District shall not be liable for any errors or omissions as a result of actions by Timberline staff.

Miscellaneous Terms

This Agreement shall be governed exclusively by Iowa law. The parties expressly agree that any litigation arising between them related, in any way, to this Agreement and/or any and all disputes, actions, claims, or causes of action related thereto shall be initiated and maintained only in the U.S. District Court for the Southern District of Iowa or the District Court for Polk County, Iowa.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

The relationship between the parties is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.

The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior express written consent, which may be withheld at such party's reasonable discretion. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assignees.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

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

Anything in this Agreement to the contrary notwithstanding, Timberline shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

33

Term and Termination

This Agreement of Service shall be effective July 1, 2017, and continue through June 30, 2020. This Agreement of Service shall be automatically renewed for additional terms of one year beginning the 1st day of July each subsequent year unless either party has provided written notice of the intention to terminate at least thirty (30) days prior to the then-current termination date. If termination is done prior to the then current termination date, either party must give thirty (30) days advance notice in writing of the intention to terminate the Agreement of Service. This Agreement of Service may also be terminated at any time by a party not in default hereunder upon thirty (30) days written notice to the party that has committed a material breach of this Agreement.

Timberline Billing Service, LLC

Red Oak Community School District

Dann Stevens, CEO

Board President

Date _____

Date _____



Council Bluffs

Community School District

June 23, 2017

Superintendent
Red Oak Community School District
2011 N. 8th Street
Red Oak, IA 51566

Dear Superintendent,

This is to advise you that the following student, _____, who attended the Acute Psychiatric Facility located at Alegent Mercy Hospital third trimester and received educational services through the Council Bluffs Community School District.

Council Bluffs Community School District shall act as the billing agent for Alegent Mercy as per Iowa Code:

282.27 Children living in Psychiatric hospitals or institutions—payment.

The public school district in which is located a psychiatric unit of a hospital licensed under chapter 135B or a psychiatric medical institution for children licensed under chapter 135H, which is not operated by the state, shall be responsible for the provision of educational services to children residing in the unit or institution. Children residing in the unit or institution shall be included in the basic enrollment of their districts of residence, as defined in section 282.31, subsection 4.

The board of directors of each district of residence shall pay to the school district in which is located such psychiatric unit or institution, for the provision of educational services to the child, a portion of the district of residence's district cost per pupil for each of such children based upon the proportion that the time each child is provided educational services while in such unit or institution is to the total time for which the child is provided educational services a normal school year.

Please sign the enclosed contracts and return one to my administrative assistant at the address below. **The invoice for this student is also enclosed.**

Council Bluffs Community School District
300 West Broadway, Suite 1600
Council Bluffs, IA 51503
Attention: Diane Copenhaver
(712) 328-6424

Sincerely,

Becky B. Zorn
Director of Special Education

BZ/djc

Attachments

...Where Dreams Begin!

Educational Service Center

35



This agreement is entered into by Red Oak Community School District (sending agency) and Council Bluffs Community School District for educational services at the Acute Psychiatric Facility Program at Alegent Mercy Hospital for 3rd trimester.

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

Condition I

- A. The receiving agency shall provide instructional services and programs for the students referred for Acute Psychiatric Facility Program education classes in accordance with state laws governing such services and the delivery thereof.

Condition II

The cost of the above services shall be paid by the sending agency to the receiving agency and shall be at the per diem 1.0 rate of the sending district. Payment of those actual costs will be determined and paid in the following manner:

- A. The receiving agency shall provide the sending agency with a final statement of the actual cost of services and programs by the end of the student's term or by the end of the current school year. The cost shall be determined by multiplying the number of days enrolled at The Acute Psychiatric Facility by the daily per diem rate of \$35.81.
- B. Remittance is to be sent to:

Council Bluffs Community Schools
300 West Broadway, Suite 1600
Council Bluffs IA 51503

Signed: Designee Sending Agency Date:

Martha Bruckner

Signed: Designee Receiving Agency Date: 06-21-17

djc



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- B. Remittance is to be sent to:

Council Bluffs Community Schools
300 West Broadway, Suite 1600
Council Bluffs IA 51503

Signed: Designee Sending Agency

Date:

Martha Bruckner
Signed: Designee Receiving Agency

06-21-17
Date:

djc

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2017 IASB Legislative Resolutions

STUDENT ACHIEVEMENT AND ACCOUNTABILITY

1. RESEARCH-BASED INITIATIVES

Supports implementation of initiatives in Iowa's K-12 education system that:

- Are research-based;
- Are focused on student achievement, and;
- Do not "re-purpose" existing education funds.

2. STANDARDS AND ACCOUNTABILITY

Supports continued progress in the development of rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college or to enter the workforce, including the following state actions:

- Provide and fund technical assistance to help school districts fully implement the Iowa Core Content Standards which define what students should know and be able to do in math, science, English language arts, social studies, and 21st Century skills in areas such as financial and technological literacy.
- Adopt high-quality summative and formative assessments, aligned to the skills students should know and be able to do to succeed globally and locally.
- Support research-based professional development that provides educators with training, support and time to work together so that they can successfully teach a rigorous curriculum to all students. Ensure that curriculum decisions about how to teach remain in the hands of local schools and teachers.
- Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.

IASB supports development of model content standards, recommended assessments and professional development supports in additional content areas but opposes expanding accountability, reporting and accreditation requirements in these areas.

3. PRESCHOOL

Supports an increase in funding from the current weighting of 0.5 to 1.0 full-time equivalent to ensure all 4-year-olds have access to a high quality public school preschool program. Districts should be given maximum flexibility to assign costs to the program.

4. EARLY LITERACY

Supports the continued development of and funding for research on best practices for improving proficiency in early literacy strategies.

Supports continued funding for professional development and classroom intervention strategies focused on implementing best practices for early literacy in grades PK-3.

Supports the continuation of programs currently funded by the early intervention block grant program with flexibility to use those funds for other K-3 literacy programs if approved by the school board.

ENGLISH LEARNERS

Supports sufficient and on-time funding for English-learners (EL) until the students reach proficiency.

6. DROPOUT/AT RISK

Supports the inclusion of dropout prevention and funding for at-risk students in the foundation formula and the inclusion of socio-economic status as a factor in determining a student's at-risk status. Opposes changes to compulsory age of attendance requirements unless sufficient funds and research-based programs are provided.

7. MENTAL HEALTH

Supports increased statewide access to and funding for mental health services for children.

8. SPECIAL EDUCATION – STATE

Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost including educational programming and health care costs.

9. SPECIAL EDUCATION – FEDERAL

Supports the federal commitment to fund 40 percent of the cost of educating students receiving special education services, and requests that the federal government fulfill that commitment by increasing funding a minimum of 8 percent per year until the 40 percent figure is achieved.

10. AREA EDUCATION AGENCIES

Supports sufficient financial support of the area education agencies to provide essential services in a cost-effective manner to school districts including:

- special education;
- technology;
- professional development;
- curriculum assessment; and
- student assessment data analysis.

11. SCHOOL CALENDARS

Supports the authority of locally elected school boards to determine the school calendar to best meet student needs, including start dates, year round schools, and other innovations.

EDUCATOR QUALITY

12. TEACHER LEADERSHIP AND DEVELOPMENT

Supports research-based programs and funding to develop strong instructional leadership including:

- teacher leadership and development
- beginning teacher mentoring programs
- quality professional development programs.

13. MARKET-COMPETITIVE WAGES

Supports providing school districts with incentives and the flexibility to pay market competitive wages for shortage area positions, especially in the areas required to meet graduation and Iowa content standards.

14. BENEFITS

Supports allowing school districts to voluntarily enroll their employees in the state's health, dental and life/long-term disability insurance pools.

15. ALTERNATIVE LICENSURE

Supports the adoption of alternative teacher licensure upon completion of research-based teaching pedagogy training in addition to content knowledge in a curricular area.

16. STAFF REDUCTIONS

Supports giving school districts and AEAs the option to waive the termination requirements in Iowa Code Section 279.13 to reduce staff in response to reductions in funding or to comply with an arbitrator's award.

17. ARBITRATIONS

Supports a requirement that arbitrators, prior to the imposition of an award, must first consider local conditions, ability to pay, and local settlement history. After the arbitrator determines the school district, AEA or community college has the ability to pay, the arbitrator should then consider comparability based upon similar size and geographic region.

18. LABOR/EMPLOYMENT LAWS

Supports labor and employment laws that balance the rights of the employees with the rights of management, with an emphasis on student achievement and student safety.

FISCAL RESPONSIBILITY AND STEWARDSHIP

19. SCHOOL FUNDING POLICY

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of property taxes and state aid

20. SUPPLEMENTAL STATE AID

Supports setting supplemental state aid:

- For FY 2018, by January 31, 2017;

- For FY 2019 and future budget years, at least 14 months prior to the certification of the school's district budgets; and
- at a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools

Supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

21. PROPERTY TAXES

Supports holding school districts harmless in property tax restructuring. Supports efforts to minimize property tax disparities created by the additional levy rate without compromising additional resources to school districts. Supports improved transparency and limits on the use of Tax Increment Financing (TIF) including requirements:

- To include all affected taxing bodies before creation of a TIF district;
- to limit the duration of all TIF districts

22. SPECIAL LEVY FUNDS

Supports flexibility in the use of special levy funds.

23. TAX BASE

Supports an independent, bi-annual cost- benefit analysis of all income, sales or property tax exemptions, credits or deductions. Creation of a new tax credit must undergo an independent cost benefit analysis. The legislature should have sole authority to make revisions to definitions that impact taxes, restrict future tax bases or provide additional tax breaks that decrease revenue to the state and either directly or indirectly impact tax revenue for schools.

24. FRANCHISE FEES

Opposes the imposition of franchise fees on school corporations unless the board of directors agrees to such a fee.

25. CONSTITUTIONAL TAX LIMITATIONS

Opposes a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.

26. UNFUNDED MANDATES

Opposes any new mandate that does not provide sufficient and sustainable funding for successful implementation.

SCHOOL INFRASTRUCTURE

27. SAVE (Secure an Advanced Vision for education)

Supports repeal of the December 31, 2029 sunset on the statewide penny sales tax for school infrastructure.

Supports preserving the integrity of the statewide penny sales tax for school infrastructure including the tax equity provisions in the following manner:

- No diversions or expansions of allowable uses prior to the current 2029 sunset date;
- Continued growth in the per pupil amount beyond the 2029 sunset date.

28. BOND ISSUES

Supports allowing school bond issues to be passed by a simple majority vote.

Supports the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness.

Supports legislation to clarify that revenue bonds do not count toward a 5 percent statutory debt limit.

GOVERNANCE

29. CHARTER AND ONLINE SCHOOL AUTHORIZING AND ACCOUNTABILITY

Supports the existing Iowa law establishing local school boards as the sole authority to establish charter and on-line schools. All plans and waivers must be approved by the State Board of Education and subject to all state and federal accountability and reporting standards.

30. SHARING AND REORGANIZATION

Supports continuation of sufficient incentives and assistance to encourage sharing or reorganization between school districts including the establishment of regional schools.

AGENDA ITEM

RED OAK COMMUNITY SCHOOL DISTRICT

§ Resolution Authorizing the Redemption of Outstanding General Obligation School Refunding Bonds, Series 2010, Dated April 29, 2010

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL
DISTRICT.**

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July 10, 2017

The Board of Directors of the Red Oak Community School District, in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, met in _____ session, met in the Sue Wagaman Board Room, Red Oak Community School District Administrative Center, Red Oak High School Campus, 2011 North 8th Street, Red Oak, Iowa, at 7:00 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

* * * * *

Board Member _____ introduced the Resolution and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the following Directors voted:

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2010, OF THE RED OAK COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, DATED APRIL 29, 2010, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the School District did by resolution dated April 12, 2010 authorize the issuance of \$6,470,000 General Obligation School Refunding Bonds, dated April 29, 2010 (the "Series 2010 Bonds"); and

WHEREAS, the Series 2010 Bonds are redeemable in any order of maturity, beginning May 1, 2017, or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Series 2010 Bonds; and

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WHEREAS, it is deemed necessary and advisable that \$2,145,000 of the Series 2010 Bonds, as described in Schedule A attached hereto, be so redeemed on August 15, 2017, and notice of redemption be given.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RED OAK COMMUNITY SCHOOL DISTRICT, STATE OF IOWA:

Section 1. That the outstanding Series 2010 Bonds, be and the same are hereby redeemed as of August 15, 2017.

Section 2. Bankers Trust Company of Des Moines, Iowa in its capacity as Registrar, Paying Agent and Transfer Agent for the Series 2010 Bonds, is hereby authorized and directed to cause notice of such redemption to be given not less than thirty (30) days prior to the date of redemption by ordinary mail to the registered owner of the Series 2010 Bonds in substantially the form set forth in Schedule B attached to this Resolution. Piper Jaffray & Co. is authorized to provide electronic notice of such redemption to the Municipal Securities Rulemaking Board at <http://emma.msrb.org/>. All liability for interest on the Series 2010 Bonds shall cease, terminate and be completely discharged as of August 15, 2017 as provided in Section 6(b) of the Resolution Authorizing the Issuance of the Series 2010 Bonds.

Section 3. The Treasurer is hereby authorized and directed to cause to be deposited on or before August 15, 2017, \$2,166,569.89 (representing \$2,145,000 principal amount plus \$21,569.89 accrued interest) from available funds, which is sufficient to pay all principal and interest on the outstanding Series 2010 Bonds to the date of redemption.

PASSED AND APPROVED this 10th day of July, 2017.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA)
) SS:
COUNTY OF MONTGOMERY)

I, the Secretary of the Board of Directors of the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, certify that attached is a true and complete copy of the portion of the corporate records of this School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by this Board with respect to the matter at the meeting held on the date indicated in the attachment, and remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action were duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Iowa Code chapter 21, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named on the date thereof possessed their respective offices as indicated, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named as officers to their respective positions.

WITNESS my hand hereto affixed this _____ day of _____, 2017.

Secretary of the Board of Directors of the Red Oak
Community School District

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SCHEDULE A

SERIES 2010 BONDS

\$6,470,000 principal amount of General Obligation School Refunding Bonds, Series 2010, dated April 29, 2010, of which \$2,145,000 is outstanding and all of which is being called and redeemed and scheduled to mature on each November 1 and May 1, in the years 2017 through 2020, inclusive, and bearing interest as follows:

Maturity Schedule for Series 2010 Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Numbers*</u>
November 1, 2017	\$345,000	3.200%	756809 EF2
May 1, 2018	345,000	3.300	756809 EG0
November 1, 2018	355,000	3.400	756809 EH8
May 1, 2019	355,000	3.550	756809 EJ4
November 1, 2019	370,000	3.650	756809 EK1
May 1, 2020	375,000	3.750	756809 EL9

**No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.*

SCHEDULE B

**NOTICE OF REDEMPTION
TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:**

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the Redemption Date.

Issuer: Red Oak Community School District
Original Issue Amount: \$6,470,000
Bond Issue: General Obligation School Refunding Bonds, Series 2010
Dated Date: April 29, 2010
Redemption Date: August 15, 2017
Redemption Price: Par, plus accrued interest

Bonds Called for Redemption

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Numbers*</u>
November 1, 2017	\$345,000	3.200%	756809 EF2
May 1, 2018	345,000	3.300	756809 EG0
November 1, 2018	355,000	3.400	756809 EH8
May 1, 2019	355,000	3.550	756809 EJ4
November 1, 2019	370,000	3.650	756809 EK1
May 1, 2020	375,000	3.750	756809 EL9

**No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.*

The above Bonds should be presented to the Paying Agent, Bankers Trust Company, 453 - 7th Street, Des Moines, Iowa 50309. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

This notice is given by order of the Board of Directors of the School District pursuant to the terms of the resolution of the School District authorizing the issuance of these Bonds.

Bankers Trust Company

(End of Notice)

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CERTIFICATE OF MAILING NOTICE OF REDEMPTION OF
\$6,470,000 GENERAL OBLIGATION SCHOOL
REFUNDING BONDS, SERIES 2010, DATED APRIL 29, 2010
OF THE RED OAK COMMUNITY SCHOOL DISTRICT, IOWA

STATE OF IOWA)
) SS
COUNTY OF POLK)

I certify that at the request of the Red Oak Community School District, I caused to be mailed a copy of the attached Notice of Redemption of \$2,145,000 General Obligation School Refunding Bonds, Series 2010, dated April 29, 2010, by ordinary mail to the registered owners of the Bonds at least thirty (30) days prior to the date of redemption.

I further certify that a copy of the Notice of Redemption was mailed by regular mail to the purchaser of record, UMB Bank, n.a., Kansas City, Missouri at least thirty (30) days prior to the date of redemption.

Dated _____, 20__.

BANKERS TRUST COMPANY, as Paying
Agent

By: _____
Title: _____

(SEAL)

RESOLUTION APPROVING INTERFUND LOAN

WHEREAS, the Red Oak Community School District is in need of funds to cover anticipated deficiencies in the Debt Service Fund because of the early redemption of the outstanding Series 2010 General Obligation School Bonds, dated April 29, 2010:

NOW, THEREFORE, BE IT RESOLVED BY THE RED OAK COMMUNITY SCHOOL DISTRICT, COUNTIES OF MONTGOMERY, PAGE AND POTTAWATTAMIE, STATE OF IOWA:

Section 1. That the Treasurer be authorized to transfer moneys from the Capital Projects Fund to the Debt Service Fund, such transfer to be in the amount of \$260,645 to bear interest at the rate of 2% and such interfund loan is to be repaid to the Capital Projects Fund with interest upon receipt of the proceeds from the property tax revenues from the Debt Service Levy for Fiscal Year ending June 30, 2018. This interfund loan must be repaid by October 1, 2018.

Section 2. That in the event that the District is unable to repay the interfund loan by October 1, 2018, the District shall proceed under the provisions of Iowa Code chapter 74 to issue an anticipatory warrant or, as applicable, seek approval of the voters pursuant to Iowa Code section 278.1(5) for transfer of surplus funds from the debt service, physical plant and equipment levy, capital projects, or public education and recreation levy funds to the general fund, or, for other transfers, seek approval from the state appeal board pursuant to Iowa Code section 24.223.

PASSED AND APPROVED, this _____ day of _____, 2017.

PRESIDENT, Board of Directors

ATTEST:

SECRETARY, Board of Directors



iJAG, Inc.
 400 E 14th St
 Grimes State Office Building
 Des Moines, IA 50319

Invoice

Date	Invoice #
5/21/2017	1075

Investor
Red Oak Community School District Shirley Maxwell 2011 N. 8th Street Red Oak, IA 51566

Due Date
8/1/2017

Description	Amount
2017-2018 iJAG Memorandum of Understanding (MOU) Program Fees -Red Oak High School (11th-12th Grade)	20,000.00
Please remit payment to: iJAG 400 E 14th St Des Moines, IA 50319	Total \$20,000.00
Phone #	E-mail
515-242-5617	susan.hanson2@iowa.gov
Web Site	
www.ijag.org	

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Board Chair

Lynn Graves

President/CEO

Laurie Phelan

Honorary Board Member

Lt Governor Kim Reynolds

Board Members

Dustin Blythe

Susan Cosner

Senator Bill Dotzler

Debi Durham

Beverly Flores

Kerry Funke, Sr.

Tim Hood

Jerald Keene

Gail Kotval

Greg Linde

Sarah Richardson

Lori Rinkert

Pat Romig

Michael Sadler

Representative Sharon
Steckman

Representative Quentin
Stanerson

Nichol Toomire

Beth Townsend

Dee Vanderhoef

Jay Venenga

Ryan Wise

Senator Brad Zaun

IJAG

400 E 14th St

Des Moines, IA 50319

Office: 515-242-5617

Fax: 515-242-5618

www.ijag.org

May 21, 2017

Mr. Tom Messinger
Superintendent
2011 N. 8th Street
Red Oak, IA 51566

Dear Mr. Messinger,

Enclosed is the invoice for the iJAG program at Red Oak High School (11-12) for the 2017-2018 academic year. The invoice should be given to your Accounts Payable department. Payment is **due by Tuesday, August 1.**

The 2016-17 Program Year was the best we have on record since our launch in 1999. iJAG excelled in program performance outcomes. This year our organization will be recognized by the National JAG organization for achieving our fifth "5 of 5" award and several iJAG programs will receive the same award. Additionally, we will be leading the nation in training with Buck Institute for Education on Project Based Learning. We are looking forward to another successful year for 2017-18!

If you have any questions regarding the invoice, please contact me at 515-242-5617 or susan.hanson2@iowa.gov.

Thank you!

Sincerely,

Susan Hanson
Executive Assistant



Red Oak High School (11-12) and Red Oak Community Schools

WHEREAS, this Memorandum of Understanding, entered into between iJAG, Red Oak High School (11-12) and Red Oak Community Schools, outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG) Multi-Year Program as operated and managed by Iowa Jobs for America's Graduates (iJAG).

WHEREAS, iJAG, a non-profit organization, supported by corporate and foundation contributions, public sector grants and participating school funds. iJAG creates business, industry and education partnerships committed to achieving the mission of JAG which is to ensure that at-risk high school students remain in school, attain basic employability skills through classroom and work-based learning experiences during the senior year, are provided with academic support services, graduate and receive twelve (12) months of follow-up services by the iJAG Education Specialist. Follow-up services help assure JAG participants are successfully transitioned into a career and/or pursue a post-secondary education to enhance their career entry and advancement.

WHEREAS, the Multi-Year Program is based on the Jobs for America's Graduates Program Model. The Multi-Year Program serves high school students for up to four (4) years in school and for an additional twelve (12) months of follow-up services.

WHEREAS, the five (5) primary performance goals of the iJAG program are: a 90% graduation/GED rate; an 80% overall success rate at the end of twelve (12) months after graduation, with participants either employed in a job leading to a career, in the military, or enrolled in a postsecondary education or training, or a combination of work and postsecondary education; 60% of graduates are employed; 60% of employed graduates are in full-time jobs leading to careers; and 80% of the graduates are employed full-time and/or are combining work and school. The electronic data management system provides tracking of students served, services delivered, and outcomes achieved. Statewide and school performance outcomes are used in JAG's accreditation process. State and local affiliates must receive standard accreditation to become and remain a member of the JAG National Network.

WHEREAS, the partners are totally committed to providing a world-class multi-year program, a process of continuous improvement will be implemented and maintained throughout the existence of the iJAG/JAG accredited program.

WHEREAS, the responsibilities of iJAG include:

1. Establish a Job for America's Graduates, Inc. (JAG) accredited Multi-Year Program at the school through a mutually beneficial partnership with iJAG.
2. Maintain an active, involved iJAG Board of Directors to provide oversight to the implementation, operation, and continuous improvement of programs in Iowa, which satisfy the accreditation standards of the National JAG Program Model.
3. Employ a full-time, year-round, mutually acceptable individual with requested certification, to fulfill the responsibilities of the iJAG Education Specialist who takes personal responsibility for a minimum of forty-five (45)* students with a goal of fifty (50) students who are at-risk of becoming unemployed and/or leaving school before graduation.

** If the iJAG Specialist is in their first year of working with the program, 35-40 students are required for enrollment, with 45-50 to be on their roster each year following.*

** If the program is in its first year at the school, 30-35 students are required, with 45-50 to be on the roster each year following.*

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4. Provide management support to Education Specialist through the leadership of iJAG President/CEO and his/her designated staff.
5. Develop a positive working relationship within local communities, including employers, high schools, postsecondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the National JAG Program Model.
6. Provide technical assistance and training to the iJAG Education Specialist and other key staff of the School on the successful implementation and operation of a JAG accredited program.
7. Provide National JAG Model Books (including a SPECIALIST HANDBOOK, CAREER ASSOCIATION HANDBOOK, and CURRICULUM GUIDE) and other program materials, publications, and national communications to the participating school.
8. Provide staff development experiences for all Education Specialists to assure understanding of the JAG Model Program and the Multi-Year Program, to share best practices through planned local/state staff development activities, and attendance at the annual JAG National Training Seminar held in July.
9. Provide staff support and conduct periodic school quality assurance reviews and consulting visits to give encouragement, support, and feedback as well as a review of documentation which is required of a National JAG accredited program committed to tracking students, services, and outcomes throughout the senior year and 12-month follow-up period. Every 3-4 years, JAG will conduct a site review and prepare an accreditation report for review by the Board of Directors, iJAG Administration, School and Education Specialist.
10. Sponsor the annual iJAG Leadership, Career Development Conference, Legislative Day, and iJAG Nation Leadership Conference utilizing input from students, Education Specialists and members of the Board of Directors.
11. Assure connections are made at the state and local level to existing efforts such as: Comprehensive School Improvement, Career and Technical Education, Drop-Out Prevention, Transition, Career Education Guidance, Workforce Development and Economic Development.
12. iJAG agrees to include Red Oak Community Schools as an additional insured under its Commercial General Liability insurance, on a primary and non-contributory basis.

WHEREAS, the responsibilities of the Red Oak Community Schools and Red Oak High School (11-12), include:

1. House the iJAG Education Specialist and contribute as in-kind services the use of appropriate classroom space, office space for the Education Specialist that provides privacy with students as needed, utilities, telephone, computer, copier, internet access, classroom materials and supplies as other school teachers and staff, etc.
2. Provide the iJAG program in a regularly scheduled class or classes for credit to a minimum of forty-five (45) students with a goal of fifty (50) students for the entire school year.
** If the iJAG Specialist is in their first year of working with the program, 35-40 students are required for enrollment, with 45-50 to be on their roster each year following.*
**If the program is in its first year at the school, 30-35 students are required, with 45-50 to be on the roster each year following.*
3. Include iJAG in Student Handbook/Class Scheduling book and assure guidance staff assists with student referral and selection. Class sizes should not exceed 15-17 students per class to provide for the smaller learning community that the iJAG curriculum and model requires to be most successful.

4. Support the iJAG Education Specialist in providing JAG services during the school day within and outside the building and into the community as needed.
5. Work with the iJAG Specialist to establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the Multi-Year Program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one representative from administration, counseling staff, and the faculty, as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program. Note: An existing committee may be used if it will also perform the additional functions of the iJAG Advisory Committee.
6. Provide scheduled access for the Education Specialist to students and to student cumulative records including grades, free and reduced lunch status, IEP, parent/guardian contact information, etc., for the purpose of identifying, screening, selecting, and enrolling qualified students in the iJAG accredited program. Provide access to student records that will enable the iJAG specialist in their recruitment efforts of specific populations, including foster care, low income, WIOA eligible, etc.
7. Provide for the scheduling of students and adequate class time and support the continuation of students in iJAG throughout their high school career. Example: If a student comes into iJAG as a junior, they will continue in the program their senior year for credit. JAG tracks retention from year to year, through 12 months of follow up.
8. Provide classroom space and time for Specialist-led competency-based instruction and student-led Career Association activities. The school will also provide a dedicated phone line and the use of other school facilities and equipment necessary to deliver the services of an iJAG accredited program.
9. Provide for the coordination of the iJAG program and Career Association with other school programs and services where appropriate—including student recognition and fundraising.
10. The district will provide, with prior approval, transportation for students to attend statewide events including: Leadership Development Conference, Career Development Conference, Legislative Day events, and iJAG Nation Leadership event. This requires assuring the necessary insurance coverage for students to attend these opportunities as their participation is considered a school sponsored events. When possible, allow other staff to serve as chaperones and activity judges at these events. Schools will also provide, with prior approval, transportation to other iJAG program related activity (Career Association events), such as field trips to employers in the community, college visits and community service activities.
11. Provide academic credit toward graduation to those students who successfully complete the iJAG program, which includes twelve (12) months of follow-up services.
12. Support, iJAG's efforts to involve parents, family, employers, and community to meet the needs of iJAG students which will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period. This may include support for iJAG's community fund raising efforts for the program.
13. Work with iJAG administration to provide performance evaluations of the Education Specialist and assistance to achieve full compliance to the JAG Program Model standards. Specifically, the Principal or

lead teacher is responsible for evaluating the classroom instruction and management abilities of each iJAG Specialist in their building. Copies of the evaluation are to be provided to the iJAG Administration annually.

14. Provide support for the Education Specialist to perform mandatory off campus employer marketing, job development, and placement responsibilities as per this MOU. Active personal contacts with employers throughout the program year are essential to a successful School-to-Career Program. The school will also support the Specialist's attendance at mandatory iJAG staff meetings and the annual JAG National Training Seminar. (There are approximately three (3) mandatory staff development meetings during the school year.)
15. The district will provide for the cost of substitute teachers for at least 10 school days per iJAG Specialist, as necessary and with prior approval if appropriate. These days will include personal sick days, iJAG training and iJAG sponsored statewide events. All other days that a sub is needed (field trips, college visits, etc...) will be covered, with prior approval, by the school district. Any days outside of those identified here, will be covered by iJAG.
16. Provide adequate regular supervision to ensure that the Education Specialist fulfills the responsibilities of this MOU and achieve the performance standards of the JAG Program Model and requirements of any funding sources. The district may choose to have the supervision provided by a certified teacher or guidance counselor, but must assure that iJAG has the contact information for the supervisor.
17. Provide feedback, and coordinate with iJAG Administration, which will result in the continuous improvement of the program to maintain accreditation.
18. Help assure connections are made in the district to existing efforts such as: Comprehensive School Improvement, Career and Technical Education, Post-secondary Education Learning Supports, Drop-Out Prevention, Alternative Education, Workforce Development Centers and Economic Development.
19. Provide a representative from the school administration (ideally the principal or a vice principal) to attend the annual principal's meetings, coordinated by iJAG Administration.

WHEREAS, the responsibilities of the iJAG Education Specialist include:

1. Recruit and select a minimum of forty-five (45)* and a maximum of fifty (50) qualified students for the program who satisfy the criteria as set out by iJAG/JAG.

**** If the iJAG Specialist is in their first year of working with the program, 35-40 students are required for enrollment, with 45-50 to be on their roster each year following.***

****If the program is in its first year at the school, 30-35 students are required, with 45-50 to be on the roster each year following.***

Targeted students for the program include those who are likely to drop out of school prior to graduation or who are not taking advantage of their senior year of high school, most likely to be unemployed after graduation or undecided on a career path with no plans for postsecondary education. Since participation in the iJAG program is limited, students must *need, want, and benefit* from the services available through in-school and follow-up phases of the program.

2. Establish an in-school Advisory Committee to assist the Education Specialist in recruiting, screening and selecting students most in need of services delivered in the Multi-Year Program and provide on-going support for students and the iJAG program. At a minimum, the committee will include one

representative from administration, counseling staff, and the faculty as well as the Education Specialist. The Advisory Committee and Education Specialist are mutually responsible for recruiting, screening, and selecting students who satisfy JAG criteria to receive the in-school and follow-up services of the program.

3. Deliver the Multi-Year Curriculum developed by JAG, which is endorsed and based upon the attainment of a minimum of JAG's thirty-seven (37) core competencies. Through the Multi-Year program, students will receive instruction in a minimum of 37 of the 87 JAG Competencies.
4. Organize the establishment of a highly motivational, career-oriented student-led organization. Each student will be a member of the Career Association for purposes of belonging, creating a sense of ownership, building self-esteem, and developing leadership and teamwork skills. Each student will be required to give a minimum of fifteen (15) annual hours of community service, which can be performed individually or within groups. Community service is incorporated into the program to increase student awareness of the needs of the community and develop leadership and teamwork skills.
5. Work with students and other staff/faculty to provide remediation and/or tutoring required for students to improve their basic education skills and graduate with their class. Provide any necessary services required to help students overcome barriers to staying in school, graduating, becoming employed and/or pursuing a postsecondary education, including follow-up with teachers in classes that students are not passing or falling behind in.
6. Provide career guidance and counseling. Provide counseling and refer to school or community based services as needed to overcome the barriers to graduation, employment, and career entry and advancement.
7. Attend and participate in iJAG staff development experiences, mandatory staff meetings, and student events. Work with iJAG Administration to assist with special events or peer-based training as needed.
8. Develop, in conjunction with the Administration, work-based learning and/or job shadowing experiences linked to iJAG's curriculum to enhance student learning and occupational specific skills in their interests in a career field. Develop jobs, internships or apprenticeship opportunities for iJAG graduates, and provide transportation. This effort will assist the iJAG Administration with fundraising efforts.
9. Coordinate efforts with iJAG Administration to develop and provide work-based learning experiences for students throughout the iJAG enrollment and at a minimum during the 12-month follow-up phase of the program.
10. Contact graduates and non-graduates (at least monthly) and employers (six times) during the 12-month follow-up period with goal of moving them to a GED, continued education, or employment; maintain contact with non-seniors during the summer months to increase the probability of their return to school and graduation. (iJAG recommends face-to-face contact.)
11. Provide personal and confidential information for screening in accordance with local and state laws governing those working directly with students in schools.
12. Complete and regularly maintain all paper and electronic documentation as required by iJAG. Submit properly completed written and electronic documentation as directed by iJAG Administration.

13. Work with iJAG Administration to complete all monitoring and evaluations, agreements and documentation required by funding sources. (Including WIOA, JAG and foundations.)
14. All Education Specialists will be expected to sign this Memorandum of Understanding as part of their contract and evaluation. Participate in a staff evaluation conducted by iJAG Administration twice a year to determine that iJAG and JAG standards are being upheld.
15. Assure connections are developed at the school and district level to existing efforts such as: Iowa Core, Comprehensive School Improvement, Career and Technical Education, Learning Supports, Drop-Out Prevention, Post-Secondary Education, Workforce Development Centers and economic development.
16. Provide quarterly reports on programs, GPA, and attendance with school and iJAG Administration at 3 times per year minimum.
17. Assure students have access and opportunities to participate in dual credit classes during their junior/senior years in conjunction with the local community college.
18. Enroll the required number of Workforce Investment Opportunity Act program (WIOA) eligible students and assure that the required administration and data entry be entered and maintained in the WIOA system. This may be required by iJAG based on funding streams.

WHEREAS, the responsibilities of Jobs for America's Graduates include:

1. Provide on-site assistance for Education Specialists and iJAG Administration upon request.
2. Make available its copyrighted model books and materials, operational guides, administrative manuals, electronic data management system, etc. Network members receive a full set of the JAG Model Books for all iJAG staff members.
3. Provide Education Specialists with the opportunity to attend the annual JAG National Training Seminar.
4. Assist iJAG with the full implementation of JAG's electronic data management system designed to track students, services, and outcomes for the purpose of determining the effectiveness of the program based on specific performance standards. State affiliates have access to the National Data Base, which produces management information for decision-making and program/staff evaluation purposes.
5. Conduct accreditation of the iJAG program to ensure conformity with the standards as promulgated by JAG.
6. Make available the protected trademark, "Jobs for America's Graduates," and associated emblem and copyrighted materials directly related to and limited to the periods in which the program is delivered in a manner consistent with the mission and goals of the JAG Program Model and terms of this Memorandum of Understanding.

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PARTNERSHIP COMMITMENT

This Memorandum of Understanding is for the 2017-2018 school year.

The partners mutually agree that the iJAG program will operate within the principles, policies, procedures and JAG standards as outlined in this document and agreed to by the participating school, iJAG, and Jobs for America's Graduates.

It is a mutually agreed that efforts will be made to continue the iJAG/JAG accredited program in the school the next school year based on the availability of funding, an adequate number of students to make the program cost effective, and mutual satisfaction with the program based on this Memorandum of Understanding.

Should areas of non-compliance with the JAG Model arise, and all efforts to reach agreement have failed, either party reserves the right to terminate this contract with thirty (30) days written notice.

In agreement with the provisions of the Memorandum of Understanding, the partners affix their signatures in the spaces provided.



Laurie Phelan, iJAG CEO/President

5/21/2017
Date

iJAG Education Specialist, Red Oak High School (11-12)

Date

Superintendent, Red Oak Community Schools

Date

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SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Mark Galles
Phone: (800) 800-0019 ext. 75514
Fax: (603) 683-0658
Email: mark.galles@connection.com

24260735.07-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 6/27/2017
Valid Through: 6/30/2017
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Bob Deter
Email: deterb@roschools.com

Phone: (712) 623-6600
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 1892860 RED OAK COMMUNITY SCH DIST ACCOUNTS PAYABLE 2011 N 8TH ST RED OAK, IA 51566 (712) 623-6600	AB#: 13229801 RED OAK COMMUNITY SCH DIST 2011 N. 8TH STREET ADMIN CENTER RED OAK, IA 51566 (712) 623-6600

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	500.00 lbs	NET 30	

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				All in One Solution			\$ -
2	25	30863481	10EU0035US	TopSeller ThinkCentre M800z AIO Core i3-6100 3.7GHz / 4GB / 120GB SSD / DVD / ac / BT / WC / 21.5" FHD / W7P64-W10P Lenovo Commercial Systems	Lenovo Commercial Systems	\$ 773.11	\$ 19,327.75
Subtotal							\$ 19,327.75
Fee							\$ 0.00
Shipping and Handling							\$ 0.00
Tax							Exempt!
Total							\$ 19,327.75

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2017-2018 Proposals for Gas, Diesel, Oil and Propane

<u>GAS, DIESEL, OIL</u>	PELGAS	UFMC	CUBBY'S
Ethanol	0	.05 cents per gallon above vendor's cost	.03 cents per gallon above vendor's cost
Diesel	0	.05 cents per gallon above vendor's cost	.03 cents per gallon above vendor's cost
Propane	\$1.20 gallon all year	\$1.535 per gallon all year	0
Oil (30 gal. Drum)	N/A	N/A	N/A

Solicited bids for fuel will be tied to the wholesale price. The proposal will identify a per gallon cost for fuel based on the vendor's wholesale cost (determined and measured by the first trading Monday of each month) plus your bid mark-up – normally measured in “cents per gallon”.

Bids also sent to B/P Lincoln Farm and Home-Red Oak, IA

**2017-2018 Trash Disposal Proposal Form
2017-2018 School Year**

<u>Trash Disposal Batten Sanitation</u>	Size of Bin(s)	# of Bins	# of Pick-ups/wk.	Cost/Pick-up	Specified Schedule
High School	4 Dr. 6.5' x 3.5' x 5'	3 yd. 1	Daily	\$40.00	Tues-Sat
Tech Center	2-Dr. 5' x 3' x 3'	1.5 yd. 1	Daily	\$22.50	Tues-Sat
Middle School	4-Dr. 6.5' x 3.5' x 5'	2-1.5 yd. 1	Daily	\$40.00	Tues-Sat
Washington	2-Dr. 5' x 3' x 3'	1.5 yd. 1	Daily	\$22.50	Tues-Sat
Inman	4-Dr. 6.5' x 3.5' x 5'	3 yd. 1	Daily	\$40.00	Tues-Sat
Bancroft (Bus Office)	2-Dr. 5' x 3' x 3'	1.5 yd. 1	Weekly	\$20.00	Weekly Dumpster \$15.00 monthly rent
Legion Field	2-Dr. 5' x 3' x 3'	1.5 yd.	Call as needed	\$25.00	On call Dumpster \$15.00 monthly rent

Batten Sanitation Service Inc-Red Oak, IA was the only bid received., Bid also sent to Town and County Sanitation in Griswold IA.

**2017-18 Proposals for Pest Control
per Month by Building**

<u>PEST CONTROL</u>	Sellers Pest Control	Pest Control Solutions LLC	Orkin Pest Control	Fine Services
High School	\$1.00 Bait \$29.00 Spray		60.00 Spray/Bait	89.00 Spray/Bait
Tech Center	\$1.00 Bait \$9.00 Spray		40.00 Spray/Bait	79.00 Spray/Bait
Middle School	\$1.00 Bait \$29.00 Spray		60.00 Spray/Bait	79.00 Spray/Bait
Bancroft	\$1.00 Bait \$9.00 Spray		40.00 Spray/Bait	69.00 Spray/Bait
Inman	\$1.00 Bait \$29.00 Spray		50.00 Spray/Bait	69.00 Spray/Bait
Washington	\$1.00 Bait \$9.00 Spray		60.00 Spray/Bait	69.00 Spray/Bait
<u>Monthly Cost</u>	<u>\$120.00</u>	<u>125.00</u> <u>All schools included</u>	<u>310.00</u>	<u>454.00</u>
Type	Bait/Spray	Bait/Spray	Bait/Spray	Bait/Spray

4 Bids received: Sellers- Council Bluffs IA, Pest Control Solutions- Essex IA, Orkin-Omaha NE., Fine Services-Clarinda, IA
Please Note: Sellers Pest Control was awarded the bid in 2016-2017 at the cost of 120.00, so there was not an increase to 2017-2018 yr.

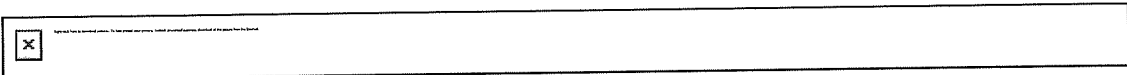
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Shirley Maxwell

From: Josie Lewis <iasb=ia-sb.org@mail179.atl21.rsgsv.net> on behalf of Josie Lewis <iasb@ia-sb.org>
Sent: Monday, May 01, 2017 10:34 AM
To: Shirley Maxwell
Subject: IASB Policy Services Primer Update - Collective Bargaining

Policy news from IASB.

[View this email in your browser](#)



IASB Policy Updates: Collective Bargaining

On February 17, 2017, Governor Branstad signed House File 291 (HF 291), an Act that made extensive changes to Iowa's collective bargaining law. Following the signing of HF 291, IASB reviewed each IASB sample policy that referenced the 'master contract'. As a result of this process, twenty-nine policies were identified as needing updates to comply with the changes in law. Additional IASB sample policies will need to be updated that relate to other sections of Iowa Code amended by HF 291. These changes address educator employment matters, including superintendent, administrator and teacher employment contracts. These policies are currently under review and will be released via the IASB Policy Primer in the upcoming months.

The following sample policies are included with this update:

- Sample Policy **400** – Role of and Guiding Principles for Employees
- Sample Policy **401.4** – Employee Complaints
- Sample Policy **403.1** – Employee Physical Examinations
- Sample Policy **405.2** – Licensed Employee Qualifications, Recruitment, Selection
- Sample Policy **405.5** – Licensed Employee Work Day

- Sample Policy **405.6** – Licensed Employee Assignment
- Sample Policy **405.7** – Licensed Employee Transfers
- Sample Policy **405.8** – Licensed Employee Evaluation
- Sample Policy **406.1** – Licensed Employee Salary Schedule **(Temporarily Removed)**
- Sample Policy **406.2** – Licensed Employee Salary Schedule Advancement **(Temporarily Removed)**
- Sample Policy **406.3** – Licensed Employee Continued Education Credit **(Temporarily Removed)**
- Sample Policy **406.4** – Licensed Employee Compensation for Extra Duty **(Temporarily Removed)**
- Sample Policy **406.5** – Licensed Employee Group Benefits
- Sample Policy **406.6** – Licensed Employee Tax Shelter Programs **(Temporarily Removed)**
- Sample Policy **407.5** – Licensed Employee Reduction in Force
- Sample Policy **408.1** – Licensed Employee Professional Development
- Sample Policy **409.1** – Licensed Employee Vacation, Holidays, Personal Leave
- Sample Policy **409.2** – Licensed Employee Personal Illness Leave
- Sample Policy **409.3** – Licensed Employee Family and Medical Leave
- Sample Policy **409.4** – Licensed Employee Bereavement Leave
- Sample Policy **409.8** – Licensed Employee Unpaid Leave
- Sample Policy **411.1** – Classified Employee Defined
- Sample Policy **411.4** – Classified Employee Licensing/Certification
- Sample Policy **412.4** – Classified Employee Tax Shelter Programs **(Temporarily Removed)**
- Sample Policy **414.1** – Classified Employee Vacations, Holidays, Personal Leave
- Sample Policy **414.4** – Classified Employee Bereavement Leave
- Sample Policy **700** – Purpose of Noninstructional and Business Services
- Sample Policy **706.1** – Payroll Periods
- Sample Policy **706.2** – Payroll Deductions **(Temporarily Removed)**

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Access this new *Primer* by going to the [IASB Homepage](#), access the *Links* button in the upper right corner, next to the *Search* box. Use your *Policy Reference Manual* or *Policy Primer* online username and password. To view the *Primer* publication in its entirety, click on the 2016-2017 Vol. 25 button. Click on **Vol. 25 #4** then scroll to the bottom of the page and select "Download Primer and Policy".

If you have questions or need additional resources, please contact Josie Lewis, IASB Policy and Legal Services Director at jlewis@ia-sb.org or (515) 247-7028.

Connect with us: [!\[\]\(c507f772dba2b921f86777f01218e570_img.jpg\) Facebook](#) [!\[\]\(a75296508989caaa77a08d26cfccd4e5_img.jpg\) Twitter](#) [!\[\]\(55463e2fc8fd9dd5cdf6584182081aba_img.jpg\) YouTube](#) [!\[\]\(fef9323b6f87c1ae579afe2ce735bcc8_img.jpg\) www.ia-sb.org](http://www.ia-sb.org)

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NEW

ROLE OF AND GUIDING PRINCIPLES FOR EMPLOYEES

This series of the board policy manual is devoted to the board's goals and objectives for employees in the performance of their jobs. Employees provide a variety of important services for the children of the school district community. They may be teaching or assisting in the classroom, working in the office, maintaining the facilities, driving or repairing the school buses, or cooking lunches. Each employee plays a vital role in providing an equal opportunity for a quality education for students commensurate with the students' individual needs. While the teachers have the most direct impact on the formal instruction of students, all employees have an impact on the school environment by their dedication to their work and their actions. As role models for the students, employees shall promote a cooperative, enthusiastic, and supportive learning environment for the students.

In striving to achieve a quality education program, the board's goal is to obtain and retain qualified and effective employees. The board shall have complete discretion to determine the number, the qualifications, and the duties of the positions and the school district's standards of acceptable performance. It shall be the responsibility of the superintendent to make recommendations to the board in these areas prior to board action. The board recognizes its duty to bargain collectively with duly certified collective bargaining units. To the extent a group of employees has a recognized collective bargaining unit, the provisions of the master contract regarding such topics shall prevail. Add

Board policies in this series relating to general employees will apply to employees regardless of their position as a licensed employee, classified employee, substitute or administrator. Board policies relating to licensed employees will apply to positions that require a teaching license or administrator's certificate or other professional license, certificate or endorsement, unless administrative positions are specifically excluded from the policy or a more specific policy is in the 300 series, Administration. Classified employees' policies included in this series will apply to positions that do not fall within the definition of licensed employee.

change wording

Approved _____

Reviewed _____

Revised _____

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OLD

Code No. 400

ROLE OF AND GUIDING PRINCIPLES FOR EMPLOYEES

This series of the board policy manual is devoted to the board's goals and objectives for employees in the performance of their jobs. Employees provide a variety of important services for the children of the school district community. They may be teaching or assisting in the classroom, working in the office, maintaining the facilities, driving or repairing the school buses, or cooking lunches. Each employee plays a vital role in providing an equal opportunity for a quality education for students commensurate with the students' individual needs. While the teachers have the most direct impact on the formal instruction of students, all employees have an impact on the school environment by their dedication to their work and their actions. As role models for the students, employees shall promote a cooperative, enthusiastic, and supportive learning environment for the students.

In striving to achieve a quality education program, the board's goal is to obtain and retain qualified and effective employees. The board shall have complete discretion to determine the number, the qualifications, and the duties of the positions and the school district's standards of acceptable performance. It shall be the responsibility of the superintendent to make recommendations to the board in these areas prior to board action. The board recognizes its duty to bargain collectively with duly certified collective bargaining units.

Board policies in this series relating to general employees shall apply to employees regardless of their position as a licensed employee, classified employee, substitute or administrator. Board policies relating to licensed employees shall apply to positions that require a teaching license or administrator's certificate or other professional license, certificate or endorsement, unless administrative positions are specifically excluded from the policy or a more specific policy is in the 300 series. Classified employees' policies included in this series shall apply to positions that do not fall within the definition of licensed employee.

Approved December 13, 2011

Reviewed November 21, 2011

Revised November 21, 2011

67

NEW

EMPLOYEE COMPLAINTS

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints will be brought directly to the immediate supervisor, principal or superintendent and will be made in a constructive and professional manner. Complaints will never be made in the presence of other employees, students or outside persons.

[Insert additional information (e.g., specific steps, contacts, etc.) regarding the district's complaint process, if one is not contained in another district document].

NOTE: If a more specific complaint process exists (e.g., discrimination in employment), the more specific complaint process should be followed.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 20; 279.8

Cross Reference: 307 Communication Channels

Approved _____

Reviewed _____

Revised _____

lob

OLD

Code No. 401.4

EMPLOYEE COMPLAINTS

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints will be brought directly to the immediate supervisor, principal or superintendent and will be made in a constructive and professional manner. Complaints will never be made in the presence of other employees, students or outside persons.

A formal grievance procedure is contained in the master contract between the employee's licensed bargaining unit and the board. This policy will not apply to a complaint that has been or could be filed at the employee's discretion under that formal grievance procedure.

Legal Reference: Iowa Code §§ 20.7, .9; 279.8 (2003).

Cross Reference: 307 Communication Channels

Approved Dec 13, 2011

Reviewed Nov. 21, 2011

Revised Nov. 21, 2011

69

NEW

EMPLOYEE PHYSICAL EXAMINATIONS

Insert

The [insert school district name] believes good health is important to job performance. School bus drivers will present evidence of good health upon initial hire and every other year in the form of a physical examination report, unless otherwise required by law or medical opinion. [All other employees shall present evidence of good health, in the form of a post-offer, pre-employment physical examination report].

Change wording

Add

The cost of the initial examination will be paid by the [employee or school district]. The form indicating the employee is able to perform the duties, with or without reasonable accommodation, for which the employee was hired, must be returned prior to the performance of duties. The cost of bus driver renewal physicals will be paid by the school district up to a maximum of \$ [insert amount]. The school district will provide the standard examination form to be completed by the personal physician of the employee or a certified medical examiner for bus drivers.

change words

Change wording

Employees whose physical or mental health, in the judgment of the administration, may be in doubt will submit to additional examinations to the extent job-related and consistent with business necessity, when requested to do so, at the expense of the school district.

Add

Add

The district will comply with occupational safety and health requirements as applicable to its employees in accordance with law.

NOTE: The law no longer requires a district to conduct physical examinations for all employees upon hire. However, a district could decide to continue such practice, but the physicals should only be done post-offer and any employment decisions made based on the results of such physicals should be made in compliance with the Americans with Disabilities Act (ADA). This policy is written to reflect the school district's choice in determining whether they will require post-offer, pre-employment physical examinations and a choice needs to be made for the language in italicized brackets in paragraph one above.

Note

NOTE: Districts need to amend the last line of paragraph two if the district uses a provider selected and paid for by the district and the employee may not self-select who performs the examination.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: 29 C.F.R. § 1910.1030.
49 C.F.R. §§ 391.41 – 391.49.
Iowa Code §§ 20; 279.8; 321.376.
281 I.A.C. 43.15; 43.17.

Cross Reference: 403 Employees' Health and Well-Being

Approved _____ Reviewed _____ Revised _____

10

OLD

EMPLOYEE PHYSICAL EXAMINATIONS

Good health is important to job performance. Employees will present evidence of good health, in the form of a physical examination report, prior to their employment with the school district.

Delete

Changed wording

School bus drivers will present evidence of good health every other year in the form of a physical examination report unless otherwise required by law or medical opinion. Employees whose physical or mental health, in the judgment of the administration, may be in doubt will submit to additional examinations, when requested to do so, at the expense of the school district.

Changed wording

The cost of the initial examination will be paid by the employee. The form, indicating the employee is able to perform the duties for which the employee was hired must be returned prior to payment of salary. The cost of bus driver renewal physicals after the employee has filed for health insurance benefits will be paid by the school district. The school district will provide the standard examination form to be completed by the personal physician of the employee. Employees identified as having reasonably anticipated contact with blood or infectious materials will receive the Hepatitis B vaccine or sign a written waiver stating that they will not take the vaccine.

Deleted

It is the responsibility of the superintendent to write an exposure control plan to eliminate or minimize district occupational exposure to blood borne pathogens. The plan for designated employees will include, but not be limited to, scope and application, definitions, exposure control, methods of compliance, Hepatitis B vaccination and post-exposure evaluation and follow-up, communication of hazards to employees, and record keeping.

Deleted

The requirements stated in the Master Contracts between the Red Oak Education Association and the board and the Red Oak Support Staff Association and the board regarding physical examinations of such employees will be followed.

Legal Reference: 29 C.F.R. Pt. 1910.1030 (2004).
Iowa Code §§ 20.9; 279.8, 321.376 (2007).
281 I.A.C. 12.4(14); 43.15 -.20.

Cross Reference: 403 Employees' Health and Well-Being

Approved Feb. 13, 2012 Reviewed Jan. 23, 2012 Revised Jan. 23, 2012

71

NEW

LICENSED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a licensed position, other than administrative positions which will be employed in accordance with board policies in Series 300, "Administration," will have an opportunity to apply and qualify for licensed positions in the school district in accordance with applicable laws and school district policies regarding equal employment. Job applicants for licensed positions will be considered on the basis of the following:

change wording

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state license if required for the position.

All job openings shall be submitted to the Iowa Department of Education for posting on TeachIowa, the online state job posting system. Additional announcements of the position may occur in a manner which the superintendent believes will inform potential applicants about the position. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who will be directly supervising and overseeing the person being hired.

change

The board will employ licensed employees after receiving a recommendation from the superintendent. The superintendent, however, will have the authority to employ a licensed employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

Add

NOTE: This is a mandatory policy. Marital status is not a protected class for employees. The class may be added at the discretion of the board. Boards may delegate the hiring of teachers to the superintendent. If the board decides to do so, the delegation must be in board policy so boards should either accept the language in the board policy or develop their own.

note

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: 29 U.S.C. §§ 621-634
42 U.S.C. §§ 2000e, 12101 *et seq.*
Iowa Code §§ 20; 35C; 216; 279.13.
281 I.A.C. 12.
282 I.A.C. 14.
1980 Op. Att'y Gen. 367.

Cross Reference: 401.1 Equal Employment Opportunity
405 Licensed Employees - General
410.1 Substitute Teachers

Approved _____

Reviewed _____

Revised _____

12

OLD

LICENSED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a licensed position, other than administrative positions which will be employed in accordance with board policies in Series 300, "Administration," will have an opportunity to apply and qualify for licensed positions in the school district without regard to age, race, creed, color, sex, national origin, religion, sexual orientation, gender identity or disability. Job applicants for licensed positions will be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state license if required for the position.

Announcement of the position is in a manner which the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications are returned to the school district administrative office. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who will be directly supervising and overseeing the person being hired.

The board will employ licensed employees after receiving a recommendation from the superintendent [except the superintendent may hire teachers without approval of the board]. However, the superintendent will have the authority to employ a licensed employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The requirements stated in the Master Contract between the Red Oak Education Association and the board regarding qualifications, recruitment and selections of such employees will be followed.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
 42 U.S.C. §§ 2000e *et seq.* (1994).
 42 U.S.C. §§ 12101 *et seq.* (1994).
 Iowa Code §§ 20; 35C; 216; 294.1 (2003).
 281 I.A.C. 12.
 282 I.A.C. 14.
 1980 Op. Att'y Gen. 367.

Cross Reference: 401.2 Equal Employment Opportunity
 405 Licensed Employees - General
 410.1 Substitute Teachers

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised Feb. 13, 2012

Delete

Delete

Delete

13

NEW

LICENSED EMPLOYEE ASSIGNMENT

Determining the assignment of each licensed employee is the responsibility of and within the sole discretion of the board. In making such assignments the board will consider the qualifications of each licensed employee and the needs of the school district.

It is the responsibility of the superintendent to make recommendations to the board regarding the assignment of licensed employees.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 279.8

Cross Reference: 200.2 Powers of the Board of Directors

Approved _____

Reviewed _____

Revised _____

74

OLD

Code No. 405.6

LICENSED EMPLOYEE ASSIGNMENT

Determining the assignment of each licensed employee is the responsibility of and within the sole discretion of the board. In making such assignments the board will consider the qualifications of each licensed employee and the needs of the school district.

It is the responsibility of the superintendent to make recommendations to the board regarding the assignment of licensed employees.

The requirements stated in the Master Contract between the Red Oak Education Association and the board regarding assignment of such employees will be followed.

Delete

Legal Reference: Iowa Code §§ 20.9; 279.8 (2003).

Cross Reference: 200.3 Powers of the Board of Directors

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised Feb. 13, 2012

15

NEW

LICENSED EMPLOYEE TRANSFERS

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the board. In making such assignments the board will consider the qualifications of each licensed employee and the needs of the school district.

A transfer may be initiated by the employee, the principal, or the superintendent.

It is the responsibility of the superintendent to make recommendations to the board regarding the transfer of licensed employees.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Note:

Legal Reference: Iowa Code §§ 216.14; 279.8.

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment, Selection
405.6 Licensed Employee Assignment

Approved _____

Reviewed _____

Revised _____

76

BLD

Code No. 405.7

LICENSED EMPLOYEE TRANSFERS

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the board. In making such assignments the board will consider the qualifications of each licensed employee and the needs of the school district.

A transfer may be initiated by the employee, the principal, or the superintendent.

It is the responsibility of the superintendent to make recommendations to the board regarding the transfer of licensed employees.

Delete The requirements stated in the Master Contract between the Red Oak Education Association and the board regarding transfers of employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 216.14; 279.8 (2003).

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment, Selection
405.6 Licensed Employee Assignment

Approved February 27, 2012

Reviewed Feb. 13, 2012

Revised

77

NEW

LICENSED EMPLOYEE EVALUATION

Evaluation of licensed employees on their skills, abilities, and competence is an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of licensed employees, other than administrators, but including extracurricular employees, is to improve the education program, to maintain licensed employees who meet or exceed the board's standards of performance, to clarify the licensed employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria is in writing and approved by the board. The formal evaluation will provide an opportunity for the evaluator and the licensed employee to discuss performance and the future areas of growth. The formal evaluation is completed by the evaluator, signed by the licensed employee and filed in the licensed employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the licensed employee's skills, abilities and competence.

Licensed employees will be required to:

- Demonstrate the ability to enhance academic performance and support for and implementation of the school district's student achievement goals.
- Demonstrate competency in content knowledge appropriate to the teaching position.
- Demonstrate competency in planning and preparation for instruction.
- Use strategies to deliver instruction that meets the multiple learning needs of students.
- Use a variety of methods to monitor student learning.
- Demonstrate competence in classroom management.
- Engage in professional growth.
- Fulfill professional responsibilities established by the school district.

It is the responsibility of the superintendent to ensure licensed employees are evaluated. New and probationary licensed employees are evaluated at least twice each year.

NOTE: *There is no legal requirement that probationary employees be evaluated twice a year, but it is the standard practice. School districts that utilize a different practice need to amend the fourth paragraph to reflect this.*

Note

NOTE: *Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts; etc.).*

Legal Reference: Iowa Code §§ 20.9; 279, 284, 294.
Aplington Community School District v. PERB, 392 N.W.2d 495 (Iowa 1986).
Saydel Education Association v. PERB, 333 N.W.2d 486 (Iowa 1983).
281 I.A.C. 83; 12.3

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment, Selection
405.9 Licensed Employee Probationary Status

Approved _____

Reviewed _____

Revised _____

78

OLD

LICENSED EMPLOYEE EVALUATION

Evaluation of licensed employees on their skills, abilities, and competence is an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of licensed employees, other than administrators, but including extracurricular employees, is to improve the education program, to maintain licensed employees who meet or exceed the board's standards of performance, to clarify the licensed employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria are in writing and approved by the board. The formal evaluation will provide an opportunity for the evaluator and the licensed employee to discuss ~~the past year's~~ performance and the future areas of growth. The formal evaluation is completed by the evaluator, signed by the licensed employee and filed in the licensed employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the licensed employee's skills, abilities, and competence.

Licensed employees will be required to:

- Demonstrate the ability to enhance academic performance and support for and implementation of the school district's student achievement goals.
- Demonstrate competency in content knowledge appropriate to the teaching position.
- Demonstrate competency in planning and preparation for instruction.
- Use strategies to deliver instruction that meets the multiple learning needs of students.
- Use a variety of methods to monitor student learning.
- Demonstrate competence in classroom management.
- Engage in professional growth.
- Fulfill professional responsibilities established by the school district.

It is the responsibility of the superintendent to ensure licensed employees are evaluated. New and probationary licensed employees are evaluated at least twice each year.

Delete
The requirements stated in the Master Contract between the Red Oak Education Association and the board regarding evaluation of such employees will be followed.

Legal Reference: Aplington Community School District v. PERB, 392 N.W.2d 495 (Iowa 1986).
Saydel Education Association v. PERB, 333 N.W.2d 486 (Iowa 1983).
Iowa Code §§ 20.9; 279.14, .19, .27 (2003).
281 I.A.C. 12.3(4).

Cross Reference: 405.2 Licensed Employee Qualifications, Recruitment, Selection
405.9 Licensed Employee Probationary Status

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised Feb. 13, 2012

79

NEW

LICENSED EMPLOYEE GROUP BENEFITS

(For districts that employ an average of at least 50 full-time employees, including an equivalent for part-time employees)

Licensed employees may be eligible for group benefits as determined by the board and required by law. The board will select the group benefit program (X) and the insurance company or third party administrator which will provide or administer the program.

Add

Add

In accordance with the Patient Protection and Affordable Care Act (ACA), the board will offer licensed employees who work an average of at least thirty (30) hours per week or one hundred thirty (130) hours per month, based on the measurement method adopted by the board, with minimum essential coverage that is both affordable and provides minimum value. The board will have the authority and right to change or eliminate group benefit programs, other than the group health plan, for its licensed employees.

Licensed employees who work an average of at least thirty (30) hours per week or one hundred thirty (130) hours per month, based on the measurement method adopted by the board, are eligible to participate in the group health plan. Licensed employees who work ___ per week are eligible to participate in *[insert benefits other than health benefits the district offers, (e.g., life or long term disability)]* group insurance plans. Employers should maintain documents regarding eligible employees acceptance and rejection of coverage.

Add

Regular part-time employees (i.e., employees who work less than 30 hours per week or 130 hours per month for health benefit purposes or employees who work less than ___ per week for benefits other than health) who wish to purchase coverage may participate in group benefit programs by meeting the requirements of the applicable plan. Full-time and regular part-time licensed employees who wish to purchase coverage for their spouse or dependents may do so by meeting the requirements of the applicable plan.

Add

Licensed employees and their spouse and dependents may be allowed to continue coverage of the school district's group health program if they cease employment with the school district by meeting the requirements of the plan.

Add

NOTE: Beginning on January 1, 2015, school districts that employ an average of at least 50 full-time employees (including an equivalent for part-time employees), are required to offer health coverage to full-time employees (and their dependents) or pay a penalty tax under the ACA Employer Mandate. Districts with 50-99 full-time employees (including an equivalent for part-time employees) may have until their 2016 plan year before compliance is required, if certain conditions are satisfied. Option I assumes a school district employs at least 50 full-time employees (including an equivalent for part-time employees) and is subject to the ACA's Employer Mandate. Boards can edit Option I to reflect their district's actual coverage (e.g., additional group insurance plans offered by the districts, which may include: life and long-term disability group insurance plans).

note

NOTE: For a more detailed discussion of this issue, see IASB's Special Report, A School District's Responsibilities under the Federal Patient Protection and Affordable Care Act (ACA), December 2014.

note

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

note

80

Legal Reference: Iowa Code §§ 20.9; 85; 85B; 279.12, .27; 509; 509A; 509B.
Internal Revenue Code § 4980H(c)(4); Treas. Reg. § 54.4980H-1(a)(21)(ii).
Shared Responsibility for Employers Regarding Health Coverage, 26 CFR Parts 1, 54
and 301, 78 Fed. Reg. 217, (Jan 2, 2013).
Shared Responsibility for Employers Regarding Health Coverage, 26 CFR Parts 1, 54
and 301, 79 Fed. Reg. 8543 (Feb. 12, 2014).

Cross Reference: 405.1 Licensed Employee Defined
706.2 Payroll Deductions

Approved _____

Reviewed _____

Revised _____

81

NEW

Code No. 406.5
Option II

LICENSED EMPLOYEE GROUP INSURANCE BENEFITS

(For districts that employ less than an average of at least 50 full-time employees, including an equivalent for part-time employees)

Licensed employees are eligible for group insurance and health benefits. The board will select the group insurance program and the insurance company which will provide the program. Since the district employees less than an average of at least 50 full-time employees (including an equivalent for part-time employees), the district is not subject to the ACAs Employer Mandate.

Add

Full-time licensed employees are eligible to participate in the health and major medical, life, and long-term disability group insurance plans. Regular part-time employees who wish to purchase insurance coverage may participate in group insurance programs by meeting the requirements of the insurer. Full-time and regular part-time licensed employees who wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

Add

Licensed employees and their spouse and dependents may be allowed to continue coverage of the school district's group health insurance program if they cease employment with the school district by meeting the requirements of the insurer.

Add

This policy statement does not guarantee a certain level of benefits. The board will have the authority and right to change or eliminate group insurance programs for its licensed employees.

NOTE: Beginning on January 1, 2015, school districts that employ an average of at least 50 full-time employees (including an equivalent for part-time employees), are required to offer health coverage to full-time employees (and their dependents) or pay a penalty tax under the ACA Employer Mandate. Districts with 50-99 full-time employees (including an equivalent for part-time employees) may have until their 2016 plan year before compliance is required, if certain conditions are satisfied. Option II assumes a school district employs less than 50 employees and is not subject to the ACAs Employer Mandate. Boards can edit Option II to reflect their district's actual coverage (e.g., additional group insurance plans offered by the districts, which may include: life and long-term disability group insurance plans).

Note

NOTE: For a more detailed discussion of this issue, see IASB's Special Report, A School District's Responsibilities under the Federal Patient Protection and Affordable Care Act (ACA), December 2014.

Note

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Note

Legal Reference: Iowa Code §§ 20.9; 85; 85B; 279.12, .27; 509; 509A; 509B .
Internal Revenue Code § 4980H(c)(4); Treas. Reg. § 54.4980H-1(a)(21)(ii).
Shared Responsibility for Employers Regarding Health Coverage, 26 CFR Parts 1, 54 and 301, 78 Fed. Reg. 217, (Jan 2, 2013).
Shared Responsibility for Employers Regarding Health Coverage, 26 CFR Parts 1, 54 and 301, 79 Fed. Reg. 8543 (Feb. 12, 2014).

Cross Reference: 405.1 Licensed Employee Defined
706.2 Payroll Deductions

Approved _____

Reviewed _____

Revised _____

82

OLD

Code No. 406.5

LICENSED EMPLOYEE GROUP INSURANCE BENEFITS

Licensed employees are eligible for group insurance and health benefits. The board will select the group insurance program and the insurance company which will provide the program.

This policy statement does not guarantee a certain level of benefits. The board will have the authority and right to change group insurance programs for its licensed employees. *on option 1 Keep on option 2*

The requirements stated in the Master Contract between employees in the certified collective bargaining unit and the board regarding the group insurance benefits of such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 85; 85B; 279.12, .27; 509; 509A; 509B (2011).

Cross Reference: 405.1 Licensed Employee Defined

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised Feb. 13, 2012

83

NEW

LICENSED EMPLOYEE PROFESSIONAL DEVELOPMENT

The board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board will maintain and support an in-service program for licensed employees.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, is made to the superintendent. Approval of the superintendent must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

The superintendent will have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent. Requests that involve unusual expenses or overnight travel must also be approved by the board.

OK }
}

NOTE: This is a mandatory policy.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code § 279.8.
281 I.A.C. 12.7; 83.6

Cross Reference: 414.9 Classified Employee Professional Purposes Leave

Approved _____

Reviewed _____

Revised _____

84

OLD

Code No. 408.1

LICENSED EMPLOYEE PROFESSIONAL DEVELOPMENT

The board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board will maintain and support an in-service program for licensed employees.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district is made to the superintendent. Approval of the superintendent must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

The superintendent will have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent. Requests that involve unusual expenses or overnight travel must also be approved by the board.

Delete The requirements stated in the Master Contract between the Red Oak Education Association and the board regarding professional development of such employees will be followed.

Legal Reference: Iowa Code § 279.8 (2003).
281 I.A.C. 12.7.

Cross Reference: 405.10 Licensed Employee Organization Affiliation
414.10 Classified Employee Professional Purposes Leave

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised Feb. 13, 2012

Red Oak Community School District

85

NEW

LICENSED EMPLOYEE VACATION - HOLIDAYS - PERSONAL LEAVE

The board will determine the amount of vacation, holidays, and personal leave that will be allowed on an annual basis for licensed employees.

It is the responsibility of the superintendent to make a recommendation to the board annually on vacations, holidays, and personal leave for licensed employees.

NOTE: Option II includes more details than Option I. Boards should select the option that fits their practice.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 1C; 4.1(34); 20.9.

Cross Reference: 414.1 Classified Employee Vacations - Holidays - Personal Leave
601.1 School Calendar

Approved _____

Reviewed _____

Revised _____

86

NEW

LICENSED EMPLOYEE VACATION - HOLIDAYS - PERSONAL LEAVE

The board will determine the amount of vacation, holidays, and personal leave that will be allowed on an annual basis for licensed employees.

Vacation for full-time regular licensed employees who work [insert number] days a year, unless the employee's individual contract indicates otherwise, will be [insert number] days.

The vacation may be taken during the school year provided the vacation will not disrupt the operation of the school district. The employee must submit a vacation request to the superintendent, who will determine whether the request will disrupt the operation of the school district. In the case of the superintendent's request, the board will make the determination.

Full-time regular licensed employees who work [insert number] days a year will be allowed a maximum of [insert number] days of personal leave to accomplish personal business that cannot be conducted outside the work day. It is within the discretion of the superintendent to grant personal leave. Application for personal leave must be made at least [insert number] school days prior to the requested leave date.

Regular full-time licensed employees who work [insert number] days a year will be allowed [insert number] holidays per year. It is within the discretion of the board to set the holidays annually.

Licensed employees who work during the school academic year, whether full-time or part-time, will have time off in concert with the school calendar. In addition, such employees may have [insert number] personal leave day to accomplish personal business that cannot be conducted outside the work day. It is within the discretion of the superintendent to grant personal leave.

It is the responsibility of the superintendent to make a recommendation to the board annually on vacations, holidays, and personal leave for licensed employees.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 1C; 4.1(34); 20

Cross Reference: 414.1 Classified Employee Vacations - Holidays - Personal Leave
601.1 School Calendar

Approved _____

Reviewed _____

Revised _____

87

change

note

OLD

EMPLOYEE VACATION - HOLIDAYS - PERSONAL LEAVE

Vacation. The board will determine the amount of vacation, holidays, and personal leave that will be allowed on an annual basis for licensed employees. Employees contracted to work for twelve (12) months will be entitled to twelve (12) paid vacation days. Such employees will 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 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.

Holidays. Employees, except temporary employees, will be paid for the following holidays that occur during the time they are scheduled to work:

Support Staff :

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

Certified Staff: (5 days)

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Friday before Easter

Personal Leave. At the beginning of each school year each licensed employee will be granted two (2) Days of paid leave to be used for personal business that cannot be conducted outside school hours.

The requirements stated in the Master Contracts between the Red Oak Education Association and the Support Staff Association and the board regarding vacations, holidays and personal leave of such employees will be followed.

Legal Reference: Iowa Code §§ 1C.1-.2; 4.1(34); 20.9 (2003).

Cross Reference: 414.1 Support Staff Employee Vacations - Holidays - Personal Leave
601.1 School Calendar

Approved Mar. 12, 2012

Reviewed Feb. 27, 2012

Revised Feb. 27, 2012

88

NEW

LICENSED EMPLOYEE PERSONAL ILLNESS LEAVE

Licensed employees will be granted ten days of sick leave in their first year of employment. Each year thereafter, one additional day of sick leave will be granted to the licensed employees up to a maximum of fifteen days. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee will report for work at least one full work day prior to receiving sick leave benefits. A returning employee will be granted the appropriate number of days at the beginning of each fiscal year.

Sick leave may be accumulated up to a maximum of [insert number] days for licensed employees.

[Should the personal illness occur after or extend beyond the sick leave accumulated allowance, the employee may apply for disability benefits under the group insurance plan. If the employee does not qualify for disability benefits, the employee may request a leave of absence without pay.]

Evidence may be required regarding the mental or physical health of the employee when the administration has a concern about the employee's health. Evidence may also be required to confirm the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It is within the discretion of the board or the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee will comply with the board policy regarding family and medical leave.

NOTE: The first paragraph of this policy is a re-statement of Iowa law regarding sick leave for school district employees. School districts that offer sick leave that exceeds the state requirement as outlined in paragraph one, should update the paragraph accordingly. The third paragraph is for those school districts that have a disability benefit plan. School districts that don't have a disability benefits plan should remove the paragraph.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: 29 U.S.C. §§ 2601 et seq.
29 C.F.R. § 825.
Iowa Code §§ 20; 85; 216; 279.40.
Whitney v. Rural Ind. School District, 232 Iowa 61, 4 N.W.2d 394 (1942).

Cross Reference: 403.2 Employee Injury on the Job
409.3 Licensed Employee Family and Medical Leave
409.8 Licensed Employee Unpaid Leave

Approved _____ Reviewed _____ Revised _____

Change

Add

Add

Add

note

note

89

OLD

Code No. 409.2

LICENSED EMPLOYEE PERSONAL ILLNESS LEAVE

Licensed employees will be granted fifteen days of sick leave during each year of employment. "Day" is defined as one work day regardless of full-time or part-time status of the employee. A new employee will report for work at least one full work day prior to receiving sick leave benefits. A returning employee will be granted the appropriate number of days at the beginning of each fiscal year.

Sick leave may be accumulated up to a maximum of 90 days for licensed employees.

Evidence may be required regarding the mental or physical health of the employee when the administration has a concern about the employee's health. Evidence may also be required to confirm the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It is within the discretion of the board or the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee will comply with the board policy regarding family and medical leave.

Delete The requirements stated in the Master Contract between the Red Oak Education Association and the board regarding the personal illness leave of such employees will be followed.

Legal Reference: Whitney v. Rural Ind. School District, 232 Iowa 61, 4 N.W.2d 394 (1942).
26 U.S.C. §§ 2601 *et seq.* (Supp. 1994)
29 C.F.R. Pt. 825 (2002).
Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2003).
1980 Op. Att'y Gen. 605.
1972 Op. Att'y Gen. 177, 353.
1952 Op. Att'y Gen. 91.

Cross Reference: 403.2 Employee Injury on the Job
409.3 Licensed Employee Family and Medical Leave
409.9 Licensed Employee Unpaid Leave

Approved

Reviewed Feb. 27, 2012

Revised

90

Red Oak Community School District

NEW

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE

Add

Unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, year is defined as [insert method for establishing the 12-month period. See the United States Department of Labor's Fact Sheet 28H for employer options]. Requests for family and medical leave will be made to the superintendent.

Add

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It is the responsibility of the superintendent to develop administrative rules to implement this policy.

note

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

note

NOTE: This policy is consistent with federal law regarding family and medical leave. The links below are to applicable forms on the U.S. Department of Labor Web site.

- Links: <https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>
[WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition \(PDF\)](#)
[WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition \(PDF\)](#)
[WH-381 Notice of Eligibility and Rights & Responsibilities \(PDF\)](#)
[WH-382 Designation Notice \(PDF\)](#)
[WH-384 Certification of Qualifying Exigency For Military Family Leave \(PDF\)](#)
[WH-385 Certification for Serious Injury or Illness of Covered Servicemember -- for Military Family Leave \(PDF\)](#)

Legal Reference: 29 U.S.C. §§ 2601 *et seq.*
 29 C.F.R. § 825
 Iowa Code §§ 20; 85; 216; 279.40.
Whitney v. Rural Ind. School. District, 232 Iowa 61, 4 N.W.2d 394 (1942).

Cross Reference: 409.2 Licensed Employee Personal Illness Leave
 409.8 Licensed Employee Unpaid Leave
 414.3 Classified Employee Family and Medical Leave

Approved _____

Reviewed _____

Revised _____

91

NEW

Code No. 409.3E1

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

New

This document is available at <https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.

NOTE: FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post a notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

92

NEW

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

Date: _____

I, _____, request family and medical leave for the following reason:

(check all that apply)

- for the birth of my child;
- for the placement of a child for adoption or foster care;
- to care for my child who has a serious health condition;
- to care for my parent who has a serious health condition;
- to care for my spouse who has a serious health condition; or
- because I am seriously ill and unable to perform the essential functions of my position.
- because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- because I am the ___ spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness.

Add

3

I acknowledge my obligation to provide medical certification of my serious health condition or that of a family member in order to be eligible for family and medical leave within 15 days of the request for certification.

I acknowledge receipt of information regarding my obligations under the family and medical leave policy of the school district.

I request that my family and medical leave begin on _____ and I request leave as follows: (check one)

- continuous
- I anticipate that I will be able to return to work on _____.
- intermittent leave for the:
 - birth of my child or adoption or foster care placement subject to agreement by the district;
 - serious health condition of myself, spouse, parent, or child when medically necessary;
 - because of a qualifying exigency arising out of the fact that my ___ spouse; ___ son or daughter; ___ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
 - because I am the ___ spouse; ___ son or daughter; ___ parent; ___ next of kin of a covered service member with a serious injury or illness.

Add

Details of the needed intermittent leave:

I anticipate returning to work at my regular schedule on _____.

93

NEW

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

- _____ reduced work schedule for the:
 - _____ birth of my child or adoption or foster care placement subject to agreement by the district;
 - _____ serious health condition of myself, spouse, parent, or child when medically necessary;
 - _____ because of a qualifying exigency arising out of the fact that my _____ spouse; _____ son or daughter; _____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
 - Add* _____ because I am the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered service member with a serious injury or illness.

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on _____.

I realize I may be moved to an alternative position during the period of the family and medical intermittent or reduced work schedule leave. I also realize that with foreseeable intermittent or reduced work schedule leave, subject to the requirements of my health care provider, I may be required to schedule the leave to minimize interruptions to school district operations.

While on family and medical leave, I agree to pay my regular contributions to employer sponsored benefit plans. My contributions will be deducted from moneys owed me during the leave period. If no monies are owed me, I will reimburse the school district by personal check or cash for my contributions. I understand that I may be dropped from the employer-sponsored benefit plans for failure to pay my contribution.

I agree to reimburse the school district for any payment of my contributions with deductions from future monies owed to me or the school district may seek reimbursement of payments of my contributions in court.

I acknowledge that the above information is true to the best of my knowledge.

Signed _____

Date _____

If the employee requesting leave is unable to meet the above criteria, the employee is not eligible for family and medical leave.

Add

94

OLD

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE

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 will be made to the superintendent.

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. It shall be the responsibility of the superintendent to develop administrative rules to implement this policy.

The requirements stated in the Master Contract between the Red Oak Education Association and the Board regarding family and medical leave of such employees shall be followed.

Legal Reference: Whitney v. Rural Ind. School. District, 232 Iowa 61, 4 N.W.2d 394 (1942).
26 U.S.C. §§ 2601 *et seq.* (Supp. 1994)
29 C.F.R. Pt. 825 (2002).
Iowa Code §§ 20; 85.33, .34, .38(3); 216; 279.40 (2003).
1980 Op. Att'y Gen. 605.
1972 Op. Att'y Gen. 177, 353.
1952 Op. Att'y Gen. 91.

Cross Reference: 409.2 Licensed Employee Personal Illness Leave
409.9 Licensed Employee Unpaid Leave
414.3 Support Staff Employee Family and Medical Leave

Approved Mar. 12, 2012

Reviewed Feb. 27, 2012

Revised Feb. 27, 2012

Red Oak Community School District

as

OLD

Code No. 409.3E1

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they

have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violation.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION:

Contact the nearest office of Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

96

OLD

Code No. 409.3E2

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

Date: _____

I, _____, request family and medical leave for the following reason: (check all that apply)

- for the birth of my child;
- for the placement of a child for adoption or foster care;
- to care for my child who has a serious health condition;
- to care for my parent who has a serious health condition;
- to care for my spouse who has a serious health condition; or
- because I am seriously ill and unable to perform the essential functions of my position.

I acknowledge my obligation to provide medical certification of my serious health condition or that of a family member in order to be eligible for family and medical leave within 15 days of the request for certification.

I acknowledge receipt of information regarding my obligations under the family and medical leave policy of the school district.

I request that my family and medical leave begin on _____ and I request leave as follows: (check one)

continuous

I anticipate that I will be able to return to work on _____.

intermittent leave for the:

birth of my child or adoption or foster care placement subject to agreement by the district

serious health condition of myself, parent, or child when medically necessary

Details of the needed intermittent leave:

97

OLD

Code No. 409.3E2

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

I anticipate returning to work at my regular schedule on _____.

___ reduced work schedule for the:

___ birth of my child or adoption or foster care placement subject to agreement by the school district

___ serious health condition of myself, parent, or child when medically necessary

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on _____.

I realize I may be moved to an alternative position during the period of the family and medical intermittent or reduced work schedule leave. I also realize that with foreseeable intermittent or reduced work schedule leave, subject to the requirements of my health care provider, I may be required to schedule the leave to minimize interruptions to school district operations.

While on family and medical leave, I agree to pay my regular contributions to employer sponsored benefit plans. My contributions will be deducted from moneys owed me during the leave period. If no monies are owed me, I will reimburse the school district by personal check or cash for my contributions. I understand that I may be dropped from the employer-sponsored benefit plans for failure to pay my contribution.

I agree to reimburse the school district for any payment of my contributions with deductions from future monies owed to me or the school district may seek reimbursement of payments of my contributions in court.

I acknowledge that the above information is true to the best of my knowledge.

Signed _____

Date _____

98

NEW

LICENSED EMPLOYEE BEREAVEMENT LEAVE

In the event of a death of a member of a licensed employee's immediate family, bereavement leave may be granted. Bereavement leave may be granted to a licensed employee for no more than [insert number] days, with "day" being defined as one work day regardless of full-time or part-time status of the employee, per occurrence, for the death of a member of the immediate family. The immediate family includes [child, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, grandparents of the employee, or any member of the immediate household or personal friend or relative not listed above].

Add Change

No more than [insert number] days of bereavement leave per year will be granted for the death of a close friend or other relative not listed above.

Change

It is within the discretion of the superintendent to determine the number of bereavement leave days to be granted.

NOTE

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 279.8.

Cross Reference: 409 Licensed Employee Vacations and Leaves of Absence

Approved _____

Reviewed _____

Revised _____

99

OLD

Code No. 409.4

LICENSED EMPLOYEE BEREAVEMENT/EMERGENCY LEAVE

Bereavement Leave

In the event of a death of a member of a licensed employee's immediate family, bereavement leave may be granted. Employees shall be granted leave of absence at full pay for funerals in the immediate family (spouse, children, son-in-law, daughter-in-law, mother, father, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren) not to exceed a total of five (5) days per incident. An extension of this leave may be granted in the discretion of the superintendent.

Emergency Leave

Employees shall be granted leave of absence at full pay not to exceed a total of eight (8) days per year for the following:

- Serious illness in the immediate family (spouse, children, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother sister, brother-in-law, sister-in-law, grandparent or grandchild, step-child, step-parent, aunt, uncle, niece, nephew).
- The funeral of other relatives and close friends not covered under bereavement leave.

The requirements stated in the Master Contract between the Red Oak Education Association and the board regarding bereavement leave and emergency leave for such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 279.8 (2003).

Cross Reference: 409 Licensed Employee Vacations and Leaves of Absence

Approved

Reviewed Feb. 27, 2012

Revised

Delete

Delete

100

NEW

LICENSED EMPLOYEE UNPAID LEAVE

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies of the board. Unpaid leave for licensed employees must be authorized by the superintendent.

The superintendent will have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent will consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the financial condition of the school district, the reason for the requested absence and other factors the superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period will be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

Whenever possible, licensed employees will make a written request for unpaid leave [insert number] days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary are made unless they are waived specifically by the superintendent.

Add

Note!

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 20; 85; 85A; 85B; 279.12; 509; 509A; 509B.

Cross Reference: 409 Licensed Employee Vacations and Leaves of Absence

Approved _____

Reviewed _____

Revised _____

101

OLD

Code No. 409.8

LICENSED EMPLOYEE UNPAID LEAVE

Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leave policies of the board. Unpaid leave for licensed employees must be authorized by the superintendent.

The superintendent will have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent will consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the financial condition of the school district, the reason for the requested absence and other factors the superintendent believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period will be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

Whenever possible, licensed employees will make a written request for unpaid leave __ days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary are made unless they are waived specifically by the superintendent.

The requirements stated in the Master Contract between the Red Oak Education Association and the board regarding the unpaid leave of such employees will be followed.

Legal Reference: Iowa Code §§ 20; 85; 85A; 85B; 279.12; 509; 509A; 509B (2003).

Cross Reference: 409 Licensed Employee Vacations and Leaves of Absence

Approved

Reviewed Feb. 24, 2012

Revised

102

Red Oak Community School District

NEW

CLASSIFIED EMPLOYEE DEFINED

Change wording

Classified employees are employees who are not administrators or employees in positions which require a teaching license issued by the Iowa Board of Educational Examiners and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Classified employees will include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time.

It is the responsibility of the superintendent to establish job specifications and job descriptions for classified employee positions. Job descriptions may be approved by the board.

Classified employees required to hold a license for their position must present evidence of their current license to the board secretary prior to payment of wages each year.

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Change wording
note

Legal Reference: Iowa Code §§ 20; 279.8.

Cross Reference: 405.1 Licensed Employee Defined
411.2 Classified Employee Qualifications, Recruitment, Selection
412.3 Classified Employee Group Insurance Benefits

Approved _____

Reviewed _____

Revised _____

103

OLD

SUPPORT STAFF EMPLOYEE DEFINED

Support staff employees are employees who are not administrators or employees in positions which require an Iowa Department of Education teaching license and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Support staff employees will include, but not be limited to, teacher and para-professionals, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time.

It is the responsibility of the superintendent to establish job specifications and job descriptions for support staff employee positions. Job descriptions may be approved by the board.

Support staff employees required to hold a license for their position must present evidence of their current license to the board secretary prior to payment of wages each year.

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

Delete

Legal Reference: Iowa Code §§ 20; 279.8 (2003).

Cross Reference: 405.1 Licensed Employee Defined
411.2 Support Staff Employee Qualifications, Recruitment, Selection
412.3 Support Staff Employee Group Insurance Benefits

Approved

Reviewed Feb. 27, 2012

Revised

104

NEW

CLASSIFIED EMPLOYEE LICENSING/CERTIFICATION

Change

Classified employees who require a special license or other certification will keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law for the position.

Note

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 285.5(9); 272; 279.8.
281 I.A.C. 12.4(10); 36; 43.

Cross Reference: 411.2 Classified Employee Qualifications, Recruitment, Selection

Approved _____

Reviewed _____

Revised _____

105

OLD

Code No. 411.4

SUPPORT STAFF EMPLOYEE LICENSING/CERTIFICATION

Support staff employees who require a special license or other certification will keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Iowa Department of Education for the position.

Delete

The requirements stated in the Master Contract between the Red Oak Support Staff Association and the board regarding licensing/certification of such employees will be followed.

Legal Reference: Iowa Code §§ 272.6; 285.5(9) (2003).
281 I.A.C. 12.4(10); 36; 43.12-.24.

Cross Reference: 411.2 Support Staff Employee Qualifications, Recruitment, Selection

Approved March 12, 2012

Reviewed Feb. 27, 2012

Revised Feb. 27, 2012

106

NEW

CLASSIFIED EMPLOYEE VACATIONS - HOLIDAYS - PERSONAL LEAVE

The board will determine the amount of vacation, holidays and personal leave that will be allowed on an annual basis for classified employees.

Classified employees who work twelve months a year will be allowed six paid holidays if the holidays fall on a regular working day. The six holidays are New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. Classified employees, whether full-time or part-time, will have time off in concert with the school calendar.

Classified employees will be paid only for the hours they would have been scheduled for the day. Vacation will not be accrued from year to year without a prior arrangement with the superintendent.

It is the responsibility of the superintendent to make a recommendation to the board annually on vacation and personal leave for classified employees.

Legal Reference: Iowa Code §§ 1C; 4.1(34); 20.

Cross Reference: 409.1 Licensed Employee Vacations - Holidays - Personal Leave
601.1 School Calendar

Approved _____

Reviewed _____

Revised _____

Change

New
New

107

NEW

CLASSIFIED EMPLOYEE VACATION - HOLIDAYS - PERSONAL LEAVE

OK

The board will determine the amount of vacation, holidays, and personal leave that will be allowed on an annual basis for classified employees.

Class of

Vacation for full-time regular classified employees who work [insert number] days a year, unless the employee's individual contract indicates otherwise, will be [insert number] days.



The vacation may be taken during the school year provided the vacation will not disrupt the operation of the school district. The employee must submit a vacation request to the superintendent, who will determine whether the request will disrupt the operation of the school district. In the case of the superintendent's request, the board will make the determination.

Full-time regular classified employees who work [insert number] days a year will be allowed a maximum of [insert number] days of personal leave to accomplish personal business that cannot be conducted outside the work day. It is within the discretion of the superintendent to grant personal leave. Application for personal leave must be made at least [insert number] school days prior to the requested leave date.

Regular full-time classified employees who work [insert number] days a year will be allowed [insert number] holidays per year. It is within the discretion of the board to set the holidays annually.

Classified employees who work during the school academic year, whether full-time or part-time, will have time off in concert with the school calendar. In addition, such employees may have [insert number] personal leave day to accomplish personal business that cannot be conducted outside the work day. It is within the discretion of the superintendent to grant personal leave.

It is the responsibility of the superintendent to make a recommendation to the board annually on vacations, holidays, and personal leave for licensed employees.

Legal Reference: Iowa Code §§ 1C; 4.1(34); 20.

Cross Reference: 409.1 Classified Employee Vacations - Holidays - Personal Leave
601.1 School Calendar

Approved _____

Reviewed _____

Revised _____

108

BDD

SUPPORT STAFF EMPLOYEE VACATIONS - HOLIDAYS - PERSONAL LEAVE

Vacation. The board will determine the amount of vacation, holidays, and personal leave that will be allowed on an annual basis for support staff 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:

- A. They may utilize their vacation days or
- B. The District will pay the employee for up to one half of their earned vacation.
 1. 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.
 2. The employee must use their previous year's vacation days by August 30th.
 3. The District will pay for unused vacation days (as per above restrictions) on the September payroll.
 4. Pay for unused vacation days will be computed as follows:

*regular hours per day (not to exceed 8) x regular daytime hourly rate.

Holidays. Support staff employees, except temporary employees, will be paid for the following holidays that occur during the time they are scheduled to work:

- 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 Good Friday, the Support Staff will receive three (3) Spring Break days paid)

Legal Reference: Iowa Code §§ 1C.1-.2; 4.1(34); 20.9 (2003).

Cross Reference: 409.1 Licensed Employee Vacations - Holidays - Personal Leave
601.1 School Calendar

Approved July 23, 2015

Reviewed July 23, 2015

Revised July 9, 2015

109

Delete
Delete
Delete

OLD

SUPPORT STAFF EMPLOYEE VACATIONS - HOLIDAYS - PERSONAL LEAVE

Personal Leave. Employees are allowed up to two (2) days paid leave per year to conduct business that cannot be conducted outside of the normal work day. Except in the case of an emergency, application for personal leave shall be made in writing at least three (3) work days prior to the requested leave date. Personal leave must be taken in one-half or full-day increments. Employees shall receive personal leave days prorated to match the number of hours they work. Employees who are hired after the start of a contract year shall have personal days prorated, rounded to the nearest whole day.

Delete
Employees will be compensated for any unused personal days at the end of the year at the rate of fifty dollars (\$50.00) per eight (8) hour day or the actual salary of that employee for a day of employment, whichever is less. Compensation will be based on remaining full days. Employees shall receive payment for personal leave full days prorated to match the number of hours they work.

Accumulated Personal Leave. Two (2) unused personal leave days may be accumulated from year to year with a maximum of four (4) days. The employee will not be compensated for the accumulated personal leave day.

The requirements stated in the Master Contract between the Red Oak Support Staff Association and the board regarding the vacations, holidays and personal leave of such employees will be followed.

110

NEW

CLASSIFIED EMPLOYEE BEREAVEMENT LEAVE

Change

In the event of a death of a member of a classified employee's immediate family, bereavement leave may be granted. Bereavement leave granted may be for a maximum of [insert number] days, with "day" being defined as one work day regardless of full-time or part-time status of the employee, per occurrence, for the death of a member of the immediate family. The immediate family includes [child, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, or grandparents of the employee or any member of the immediate household or personal friend or relative not listed above].

Add

A maximum of [insert number] day of bereavement leave per year will be granted for the death of a close friend or other relative not listed above.

It is within the discretion of the superintendent to determine the number of bereavement leave days to be granted.

Note:

NOTE: Boards should adapt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 20; 279.8.

Cross Reference: 414 Classified Employee Vacations and Leaves of Absence

Approved _____

Reviewed _____

Revised _____

111
1.4

OLD

Code No. 414.4

SUPPORT STAFF EMPLOYEE BEREAVEMENT/EMERGENCY LEAVE

Delete
Bereavement Leave

In the event of a death in the immediate family of an employee (spouse, child, parent, grandparent, grandchild, parent-in-law, sibling, sibling-in-law, custodial child residing with employee/spouse, children-in-law, and guardianship of child (minor), the employee shall be granted a paid leave up to five (5) days per incident for attendance at the funeral and for other purposes directly arising out of said death. Employees shall receive bereavement leave prorated to match the number of hours they work. Notification of absence for funerals shall be given to the immediate supervisor at the earliest possible time in order to be paid for such absence.

It is within the discretion of the superintendent to determine the number of bereavement leave days to be granted.

Delete
Emergency Leave

Employees shall be granted leave of absence at full pay not to exceed a total of eight (8) days per year for the following:

- Serious illness in the immediate family (spouse, children, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother sister, brother-in-law, sister-in-law, grandparent or grandchild, step-child, step-parent, aunt, uncle, niece, nephew).
- The funeral of other relatives and close friends not covered under "Bereavement Leave."

The requirements stated in the Master Contract between the Red Oak Support Staff Association and the board regarding bereavement leave and emergency leave for such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 279.8 (2003).

Cross Reference: 414 Support Staff Employee Vacations and Leaves of Absence

Approved April 9, 2012

Reviewed April 9, 2012

Revised

NEW

Code No. 700

PURPOSE OF NONINSTRUCTIONAL AND BUSINESS SERVICES

This series of the board policy manual is devoted to the goals and objectives for the school district's noninstructional services and business operations that assist in the delivery of the education program. These noninstructional services include, but are not limited to, transportation, the school lunch program and child care. The board, as it deems necessary, will provide additional noninstructional services to support the education program. To the extent a group of employees has a recognized collective bargaining unit, the provisions of the master contract regarding such topics shall prevail.

Add

It is the goal of the board to provide noninstructional services and to conduct its business operations in an efficient manner.

Approved _____

Reviewed _____

Revised _____

113

OLD

Code No. 700

PURPOSE OF NON-INSTRUCTIONAL AND BUSINESS SERVICES

This series of the board policy manual is devoted to the goals and objectives for the school district's non-instructional services and business operations that assist in the delivery of the education program. These non-instructional services include, but are not limited to, transportation, the school lunch program and childcare. The board, as it deems necessary, will provide additional non-instructional services to support the education program.

It is the goal of the board to provide non-instructional services to conduct its business operations in an efficient manner.

Legal Reference: Iowa Code §§ 279.8, .12, .35; 280.14 (2005).

Cross Reference: 210.1 Annual Meeting
206.3 Secretary-Treasurer
704.1 Local - State - Federal - Miscellaneous Revenue

Approved November 11, 2013

Reviewed October 29, 2013

Revised October 29, 2013

114

NEW

PAYROLL PERIODS

The payroll period for the school district is monthly. Employees are paid on the _____ day of each month. If this day is a holiday, recess, or weekend, the payroll is paid on the last working day prior to the holiday, recess or weekend.

Change

It is the responsibility of the board secretary to issue payroll to employees in compliance with this policy.

NOTE

NOTE: This policy is written for a monthly payroll period. If another method is used, the policy should be amended to reflect the proper method.

NOTE

NOTE: Boards should adopt IASB sample policies to meet the needs of the local district. Please ensure that the language contained in local policy is consistent with language contained in other district documents (e.g., handbooks, master contracts, etc.).

Legal Reference: Iowa Code §§ 91A.

Cross Reference: 706.2 Payroll Deductions

Approved _____

Reviewed _____

Revised _____

115

BLD

Code No. 706.1

PAYROLL PERIODS

The payroll period for the school district is monthly. Employees shall be paid on the 10th day of each month. If this day is a holiday, recess, or weekend, the payroll is paid on the last working day prior to the holiday, recess or weekend.

It shall be the responsibility of the board secretary to issue payroll to employees in compliance with this policy.

Delete The requirements stated in the Master Contract between employees in a certified collective bargaining unit and the board regarding payroll periods of such employees will be followed.

Legal Reference: Iowa Code §§ 20.9; 91A.2(4), .3 (2011).

Cross Reference: 706.2 Payroll Deductions

Approved November 11, 2013

Reviewed October 29, 2013

Revised October 29, 2013

116

RECEIVED
JUL 9 5 2017
BY: _____

Red Oak Community School District
Staff Selection Recommendation

Date: July 5, 2017

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

Position: Instructional Coach

Name: Kelly Jones

~~Certified:
Lane: _____
Step: _____
Salary: _____~~

Pay will be added to the salary and placement or salary schedule.

~~Classified:
Hourly Rate: _____
Hours Per Day: _____~~

[Signature]
Principal/Director

Please send form to Superintendent for Board Approval

Office Use Only
Background Check: _____

117

RECEIVED
JUL 3 5 2017
BY: JW

Red Oak Community School District
Staff Selection Recommendation

Date: 7/5/17

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

Position: HS Head Football Coach

Name: Da Strake

Certified:

Lane: _____


Step: _____

Salary: _____

Classified:

~~Hourly Rate:~~ 4,847.63

Hours Per Day: _____



Principal/Director

Please send form to Superintendent for Board Approval

118

Office Use Only

Background Check: _____

Red Oak Community School District
Staff Selection Recommendation

RECEIVED
JUL 05 2017
BY: JW

Date: 7/5/17

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

Position: HS Head Start/MS Coach

Name: Ryan Gelbe

Certified:

Lane: _____

Step: _____

Salary: _____

Classified:

Hourly Rate: 4,847.63

Hours Per Day: _____

[Signature]
Principal/Director

Please send form to Superintendent for Board Approval

Office Use Only
Background Check: _____

119

Red Oak Community School District
Staff Selection Recommendation

RECEIVED
JUL 06 2017
BY: JW

Date: 7-6-2017

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

Position: Volunteer Assistant Coach (Volleyball)

Name: Adrienne Mahoney

Certified:

Lane: _____

Step: _____

Salary: _____

Classified:

Hourly Rate: _____

Hours Per Day: _____

Keith R. Little
Principal/Director

Please send form to Superintendent for Board Approval

Office Use Only
Background Check: 6/15/17 DO

120