



## ***Red Oak Community School District***

***1901 N. Broadway Street, Suite A***

***Red Oak, Iowa 51566***

***712.623.6600***

***www.redoakschooldistrict.com***

### **Regular Board of Directors Meeting**

Meeting Location: Red Oak Inman Media Center  
Inman Primary Campus

Monday, June 11, 2018 – 7:00 pm

#### **- Agenda -**

- 1.0 Call to Order – Board of Directors President Mark Johnson
- 2.0 Roll Call – Board of Directors Secretary Deb Drey
- 3.0 Approval of the Agenda – President Mark Johnson
- 4.0 Public Presenters/Guest and Visitors Addressing the Board
- 5.0 Communications
  - 5.1 Good News from Red Oak Schools
  - 5.2 Visitors and Presentations
  - 5.3 Affirmations and Commendations
  - 5.4 Correspondence
  - 5.5 Public Comments
- 6.0 Consent Agenda
  - 6.1 Review and Approval of Minutes from May 29, 2018 *pg 1-2*
  - 6.2 Review and Approval of Monthly Business Reports *pg 3-13*
  - 6.3 Open Enrollment Requests Consideration –
    - 6.3.1 Kindergartener Tatum Jean Arentson open enrollment to Stanton Community School District from Red Oak Community School District for the 2018-2019 school year
    - 6.3.2 Kindergartener Lillian Rose Tranbarger open enrollment to Stanton Community School District from Red Oak Community School District for the 2018-2019 school year
- 7.0 General Business for the Board of Directors
  - 7.1 Old Business
    - 7.1.1-None
  - 7.2 New Business
    - 7.2.1 Discussion/Approval of the first reading of policy changes for series 400
    - 7.2.2 Discussion/Approval of book fees for the 2018-2019 school year.
    - 7.2.3 Discussion/Approval of License and Service Agreement with SOCS for term dates 07-01-2018 to 06-30-2021 *pg 107-114*
    - 7.2.4 Discussion/Approval of 2017-2018 Special Education Contract with Atlantic Community Schools *pg 115*

- 7.2.5 Discussion/Approval of amending the contract for School Beyond School <sup>pg 116</sup>
- 7.2.6 Discussion/Approval of plans on the sale of school bus
- 7.2.7 Discussion/Approval of proposal for material testing services for Red Oak High School and Inman Primary addition and remodel <sup>pg 117-124</sup>
- 7.2.8 Discussion/Approval of third amendment to the YES Mentoring Contract effective as of July 1, 2018. <sup>pg 127</sup>
- 7.2.9 Discussion/Approval of selling salvage items for the Red Oak High School clean out
- 7.2.10 Board Evaluation of the Superintendent – 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.

Personnel Consideration

- 7.2.11 Discussion/Approval of hiring Weston Rolenc as High School/Middle School Volunteer Basketball Coach for the 2018-2019 school year <sup>pg 128</sup>
- 7.2.12 Discussion/Approval of the resignation of Katherine Robinson effective at the end of the 2017-2018 school year <sup>pg 129</sup>

8.0 Reports

- 8.1 Administrative
- 8.2 Future Conferences, Workshops, Seminars
- 8.3 Other Announcements

9.0 Next Board of Directors Meeting: Monday, June 25, 2018 – 7:00 pm  
Red Oak Inman Media Center  
Inman Primary Campus

10.0 Adjournment

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Inman Primary School Media Center  
Inman Primary Campus  
May 29, 2018

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Mark Johnson at 8:30 p.m. at the Inman Primary School Media Center.

**Present**

Directors: Bret Blackman, Roger Carlson, Bryce Johnson, Mark Johnson

Superintendent: Tom Messinger, Business Manager: Deb Drey

**Approval of Agenda**

Motion by Director Blackman, second by Director Bryce Johnson to approve the agenda with the order of agenda items at the discretion of the meeting chair. Motion carried 4-0.

**Good News from Red Oak Schools**

None

**Consent Agenda**

Motion by Director Bryce Johnson, second by Director Carlson to approve the consent agenda.

Motion carried 4-0.

**District Treasurer**

Motion by Director Bryce Johnson, second by Director Blackman to appoint Deb Drey as District Treasurer. Motion carried 4-0.

**Construction Alternate Bids**

Motion by Director Carlson, second by Director Bryce Johnson to approve High School Alternative #2 Activity Center/Field House with a base bid of \$985,964 plus an increase in steel price of \$5,336 for a total cost of \$991,300. Motion carried 4-0.

**Liability/Workers Compensation Insurance Agent of Record**

Motion by Director Blackman, second by Director Bryce Johnson to approve United Group as the liability/workers compensation insurance agent of record. Motion carried 4-0.

**Board Meeting Location during Construction**

Motion by Director Carlson, second by Director Blackman to have Board of Directors Meetings at Inman Primary School at 7:00 p.m. during construction. Motion carried 4-0.

**Control Masters Door Access Proposal**

Motion by Director Blackman, second by Director Bryce Johnson to approve the Control Masters proposal to move access points to the Tech Center. Motion carried 4-0.

## **Continuation of May 29, 2018 Meeting Minutes-Page 2**

### **Non-Bargaining Staff Salaries for 2018-2019**

Motion by Director Carlson, second by Director Bryce Johnson to approve 2018-2019 salary package of 2.25%, total cost of \$22,760.21 for Gayle Allensworth, Principal; Nate Perrien, Principal; Jeff Spotts, Principal; Deb Drey, Business Manager; Bob Deter, Technology Director; Diana Westbrook, Transportation Supervisor; Heather Hall, School Nurse; Linda Guerra, Interpreter Para Professional; Monica Blay, Accounting Clerk; Heidi Harris, Accounting Clerk; Tammi VanMeter, Administrative Assistant; Kevin Herrick, Computer Hardware Technician; Karen Dean, Home School Director; Bonnie Viner, Home School Assistant; Chris Vannausdle, Maintenance/Grounds; Adam Wenberg, Lead Maintenance. Motion carried 4-0.

### **Sharing Contracts with Stanton School District**

Motion by Director Blackman, second by Director Bryce Johnson to approve sharing contracts for the 2018-2019 school year with Stanton School District for Agriculture/FFA and Industrial Technology Instructors, Guidance Counselor, Talented and Gifted Instructor, and Vocational Agriculture Instructor/FFA Advisor. Motion carried 4-0.

### **SWCC Educational Services Contract**

Motion by Director Carlson, second by Director Blackman to approve the Southwestern Community College Educational Services agreement for the 2018-2019 school year. Motion carried 4-0.

### **Personnel Considerations**

Motion by Director Blackman, second by Director Bryce Johnson to approve the resignation of Kelen Panec as High School Science Teacher and National Honor Society Sponsor effective at the end of the 2017-2018 school year. Motion carried 4-0.

Motion by Director Carlson, second by Director Blackman to approve the hiring of Taylor Smith and Katelynn VanMeter in the Maintenance Department for 40 hours per week from May 28, 2018 to June 8, 2018. Motion carried 4-0.

### **Adjournment**

Motion by Director Bryce Johnson, second by Director Blackman to adjourn the meeting at 9:10 p.m. Motion carried 4-0.

Next Board of Directors Meeting

Monday, June 11, 2018 – 7:00 p.m.  
Inman Primary School Media Center  
ROCS D Inman Primary School Campus

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Mark Johnson, President

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Deb Drey, Board Secretary

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**RED OAK BOARD REPORT**

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
ALLENSWORTH, GAYLE	6818GA	187.75
10 1901 2410 000 0000 580	MILEAGE REIMBURSEMENT	187.75
Vendor Name ALLENSWORTH, GAYLE		<u>187.75</u>
AP EXAMINATIONS	53018	15.00
10 3230 2120 000 0000 618	AP Exam	15.00
Vendor Name AP EXAMINATIONS		<u>15.00</u>
BARR TIRE & SERVICE CENTER	249148	405.44
10 0010 2700 217 3303 434	BUS #18 TIRE MOUNT AND BALANCE	405.44
Vendor Name BARR TIRE & SERVICE CENTER		<u>405.44</u>
BATTEN SANITATION SERVICE	053118	5,048.12
10 0010 2600 000 0000 421	DISTRICT WIDE GARBAGE PICKUP	5,048.12
Vendor Name BATTEN SANITATION SERVICE		<u>5,048.12</u>
BRUCE SUPPLIES & CONSTRUCTION INC.	1260	80.00
10 0010 2600 000 0000 618	BUS WASHES 4.9.18 - 6.01.18	80.00
Vendor Name BRUCE SUPPLIES & CONSTRUCTION INC.		<u>80.00</u>
CASEY'S	53118	290.78
10 0020 2700 000 0000 626	BAND-GIRLS STATE/BOYS TRACK-STATE TENNIS	290.78
Vendor Name CASEY'S		<u>290.78</u>
CENTURY LINK	052518CL	495.11
10 0010 2410 000 0000 532	DISTRICT WIDE FIRE ALARMS	495.11
Vendor Name CENTURY LINK		<u>495.11</u>
CITY OF RED OAK	052518COR	1,384.52
10 0010 2600 000 0000 411	DISTRICT WIDE UTILITIES	1,384.52
Vendor Name CITY OF RED OAK		<u>1,384.52</u>
COUNCIL BLUFFS COMM SCHOOLS	H0418-5463	9,402.92
10 0010 1200 217 3303 320	APRIL TUITION - SPED X 2	9,402.92
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		<u>9,402.92</u>
CRAIG, PEGGY	053018	50.00
10 0010 2110 490 8027 618	DUCK RACE TCKT REIMBURSE - YES MENTORING	50.00
Vendor Name CRAIG, PEGGY		<u>50.00</u>
DICKEL DUIT OUTDOOR POWER, INC.	30528	68.58
10 0010 2600 000 0000 618	HUSTLER MOWER PARTS	68.58
DICKEL DUIT OUTDOOR POWER, INC.	30808	58.50
10 0010 2600 000 0000 618	HUSTLER MOWER PARTS	58.50
DICKEL DUIT OUTDOOR POWER, INC.	31081	10.20
10 0010 2600 000 0000 618	OIL FOR MOWER	10.20
Vendor Name DICKEL DUIT OUTDOOR POWER, INC.		<u>137.28</u>
DOLLAR GENERAL	1000749003	8.56

**RED OAK BOARD REPORT**

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0020 2700 000 0000 618	BUS BARN SUPPLIES	8.56
Vendor Name DOLLAR GENERAL		<u>8.56</u>
FAREWAY FOOD STORES	326073	35.74
10 3230 1300 310 0000 612	SUPPLIES AG PORK LOIN LAB	35.74
Vendor Name FAREWAY FOOD STORES		<u>35.74</u>
FARMERS MUTUAL TELEPHONE	060118FMTC	350.00
10 0010 2236 000 0000 536	JUNE INTERNET W/CREDIT FROM APR/MAY	350.00
Vendor Name FARMERS MUTUAL TELEPHONE		<u>350.00</u>
FBG SERVICE CORPORATION	824137	31,089.52
10 0010 2600 000 0000 340	MAY DISTRICT CLEANING	31,089.52
Vendor Name FBG SERVICE CORPORATION		<u>31,089.52</u>
GLENWOOD COMMUNITY SCHOOLS	60418GW	5,130.14
10 0010 1200 217 3303 320	MAY APEX X 2	5,130.14
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>5,130.14</u>
GREEN HILLS AEA	36337	10.00
10 3230 2410 000 0000 618	RETURN ENVELOPES - HS	10.00
GREEN HILLS AEA	36338	50.00
10 3230 2410 000 0000 618	ENVELOPES - HAS	50.00
Vendor Name GREEN HILLS AEA		<u>60.00</u>
GRISWOLD COMMUNITY SCHOOLS	052518GRIS	24,185.56
10 0010 1000 100 0000 567	OPEN ENROLLMENT 2ND SEMESTER X 7	23,068.50
10 0010 1000 130 3116 567	TLC 2ND SEMESTER X 7	1,117.06
Vendor Name GRISWOLD COMMUNITY SCHOOLS		<u>24,185.56</u>
HALL, AMANDA	6118AH	105.00
10 2020 1000 100 0000 580	JAN-MAY MILEAGE REIMBURSEMENT	105.00
Vendor Name HALL, AMANDA		<u>105.00</u>
HOWARD'S SPORTING GOODS	07508-00	16.95
10 1902 1000 108 0000 612	WASHINGTON TRACK & FIELD SUPPLIES	16.95
Vendor Name HOWARD'S SPORTING GOODS		<u>16.95</u>
IAAE	330233	275.00
10 3230 1300 310 0000 320	AG SUMMER CONFERENCE	275.00
Vendor Name IAAE		<u>275.00</u>
IOWA COMMUNICATIONS NETWORK	531712	6.00
10 0010 2236 000 0000 536	MAY ICN CHARGES	6.00
Vendor Name IOWA COMMUNICATIONS NETWORK		<u>6.00</u>
JOHNSON AUTO PARTS	6177-185340	24.76
10 0020 2700 000 0000 618	ELECTRICAL SUPPLIES FOR BB	24.76
JOHNSON AUTO PARTS	6177-185573	39.46

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Unposted; Batch Description JUNE 11 BOARD MEETING, 2018-0001

User ID: HARRISH

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0020 2700 000 0000 618	WEATHERSSTRIP/NOZZLE/RAGS FOR BB	39.46
Vendor Name JOHNSON AUTO PARTS		<u>64.22</u>
MATUSZESKI, TAYLOR	TE052918	88.00
10 3230 2213 132 3376 580	PROFESSIONAL DEVELOPMENT	88.00
Vendor Name MATUSZESKI, TAYLOR		<u>88.00</u>
MEDIACOM	051718COF	142.87
10 0010 2236 000 0000 536	CO FAX WITH INSTALL	142.87
MEDIACOM	052318HSF	142.87
10 0010 2236 000 0000 536	HS FAX WITH INSTALL	142.87
MEDIACOM	52118HS	761.19
10 0010 2236 000 0000 536	MAY PRI LINES HS	761.19
MEDIACOM	52118WASH	1,680.00
10 0010 2236 000 0000 536	INTERNET	1,680.00
Vendor Name MEDIACOM		<u>2,726.93</u>
MONTGOMERY CO. MEMORIAL HOSP.	51818	80.00
10 0020 2700 000 0000 346	DRUG TESTING RW DW	80.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.		<u>80.00</u>
ONESOURCE THE BACKGROUND CHECK COMPANY	IASB3330-20180531	37.50
10 0010 2310 000 0000 320	MAY BACKGROUND CHECKS	37.50
Vendor Name ONESOURCE THE BACKGROUND CHECK COMPANY		<u>37.50</u>
OREILLY AUTO PARTS	0298-455972	7.99
10 0020 2700 000 0000 618	PIN & CLIP FOR VEHICLE HITCH	7.99
OREILLY AUTO PARTS	0298-456421	15.98
10 0020 2700 000 0000 618	TRAILER CONNECTION	15.98
OREILLY AUTO PARTS	0298-456465	130.91
10 0020 2700 000 0000 618	SUBURBAN BATTERY W/CORE CHARGE	130.91
Vendor Name OREILLY AUTO PARTS		<u>154.88</u>
PARALLEL TECHNOLOGIES, INC.	58573	562.50
10 0010 2600 000 0000 432	AC SYSTEM REPAIR WASHINGTON	562.50
Vendor Name PARALLEL TECHNOLOGIES, INC.		<u>562.50</u>
PAT LEWIS TRUCKING LLC	050718	500.00
10 0010 2600 000 0000 424	LIME FOR BASEBALL FIELD	500.00
Vendor Name PAT LEWIS TRUCKING LLC		<u>500.00</u>
PRECISION DIESEL INC.	59510	1,536.90
10 0020 2700 000 0000 434	BUS #11 REPAIRS	1,536.90
PRECISION DIESEL INC.	60527	825.54
10 0010 2700 217 3303 434	SPED #10 REPAIR	825.54
PRECISION DIESEL INC.	60619	278.92
10 0020 2700 000 0000 434	BUS #5A REPAIRS	278.92
Vendor Name PRECISION DIESEL INC.		<u>2,641.36</u>
RAINBOW CAFE	60818	266.95
10 0010 2213 100 4642 618	LUNCH FOR TEACHERS	266.95

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**RED OAK BOARD REPORT**

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name RAINBOW CAFE		266.95
RAY MARTIN COMPANY	7567	263.50
10 0010 2600 000 0000 432	RTU RELAYS REPAIR WASHINGTON	263.50
RAY MARTIN COMPANY	7569	1,442.00
10 0010 2600 000 0000 432	CHILLER REPAIR WASHINGTON	1,442.00
Vendor Name RAY MARTIN COMPANY		1,705.50
RED OAK CHRYSLER, INC.	172914	36.95
10 0010 2700 217 3303 434	SPED #19 OIL CHANGE	36.95
Vendor Name RED OAK CHRYSLER, INC.		36.95
RED OAK DO IT CENTER	96327	20.31
10 2020 1000 100 0000 612	KEYS FOR HS TEACHERS SHARING SPACE	20.31
Vendor Name RED OAK DO IT CENTER		20.31
RED OAK FABRICATION INC.	19995	411.30
10 0010 2310 000 0000 611	END OF YEAR SERVICE AWARDS KEYCHAINS	411.30
Vendor Name RED OAK FABRICATION INC.		411.30
RED OAK GRAND THEATER	359	50.50
10 2020 1000 421 3227 618	MOVIE ADMISSION - SCHOOL BEYOND SCHOOL	50.50
Vendor Name RED OAK GRAND THEATER		50.50
RED OAK GREENHOUSES	112492	1,539.00
10 0010 1000 100 8203 612	PTO FLOWER SALE	1,539.00
Vendor Name RED OAK GREENHOUSES		1,539.00
RED OAK HARDWARE HANK	53118HH	202.68
10 0010 2321 000 0000 611	OFFICE CHAIR - CO	199.99
10 0020 2700 000 0000 618	KEYS FOR BUS BARN	2.69
Vendor Name RED OAK HARDWARE HANK		202.68
RICK ENGEL, ATTY.	MAY2018	2,400.00
10 0010 2310 000 0000 320	MAY LEGAL SERVICES	2,400.00
Vendor Name RICK ENGEL, ATTY.		2,400.00
RIEMAN MUSIC, INC.	2741173	5.39
10 2020 1920 100 8202 612	BLUE JUICE VALVE OIL FOR MS BAND	5.39
Vendor Name RIEMAN MUSIC, INC.		5.39
RIVERSIDE TECHNOLOGIES, INC	0207467-IN	1,000.00
10 0010 2235 000 0000 350	JUNE MANAGED SERVICES	1,000.00
Vendor Name RIVERSIDE TECHNOLOGIES, INC		1,000.00
SCHOOL SPECIALTY LATTA DIV.	308103000893	109.09
10 0010 1200 219 0000 612	SPED CLASSROOM SUPPLIES	109.09
SCHOOL SPECIALTY LATTA DIV.	308103005580	219.56
10 1901 1000 100 8001 612	IPS SCHOOL SUPPLIES	219.56

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Unposted; Batch Description JUNE 11 BOARD MEETING, 2018-0001

User ID: HARRISH

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	SCHOOL SPECIALTY LATTA DIV.	<u>328.65</u>
SHENANDOAH COMMUNITY SCHOOLS	60118SCSD	3,451.58
10 0010 1000 100 0000 567	OPEN ENTROLLMENT X 1	3,295.50
10 0010 1000 130 3116 567	TLC - HALF YEAR	156.08
Vendor Name	SHENANDOAH COMMUNITY SCHOOLS	<u>3,451.58</u>
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10001	237.95
10 0020 2700 000 0000 434	BUS #11 FULL SERVICE	237.95
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10002	435.49
10 0020 2700 000 0000 434	BUS #7 FULL SVC LIGHT REPAIR	435.49
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10003	420.24
10 0020 2700 000 0000 434	BUS #1A TOW AND REPAIR	420.24
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10004	268.88
10 0020 2700 000 0000 434	BUSES 8, 10, 5A, 3A STABILIZER-ADDITIVE	268.88
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10005	100.00
10 0010 2700 217 3303 434	SPED BUS #10 JUMP START	100.00
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10006	130.39
10 0020 2700 000 0000 434	BUS #2 FULL SERVICE	130.39
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10007	500.00
10 0020 2700 000 0000 434	BUS #7 COOLANT REPAIR	500.00
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10008	130.39
10 0020 2700 000 0000 434	BUS #9 FULL SERVICE	130.39
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10009	150.00
10 0020 2700 000 0000 434	BUS #7 BRAKE LIGHT/HORN REPAIR	150.00
SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	10010	236.90
10 0020 2700 000 0000 434	BUS #11 POWER STEERING REPAIR	236.90
Vendor Name	SOUTHWEST IOWA MOBILE TRUCK AND TRAILER REPAIR	<u>2,610.24</u>
STANTON COMMUNITY SCHOOL DIST.	52518SE	82,387.50
10 0010 1000 100 0000 567	OPEN ENROLLMENT, 2ND SEMESTER X 25	82,387.50
Vendor Name	STANTON COMMUNITY SCHOOL DIST.	<u>82,387.50</u>
SW IA TIRE & SERVICE	81747	450.60
10 0020 2700 000 0000 434	BUS #8 TIRE REPLACEMENT	450.60
Vendor Name	SW IA TIRE & SERVICE	<u>450.60</u>
UNITED PARCEL SERVICE	537022218-18	40.57
10 3230 1300 370 0000 612	INDUSTRIAL SUPPLIES	14.44
10 0010 2235 000 0000 618	IT NEWEGG RETURN	10.95
10 0010 2235 000 0000 618	IT REPAIR PROJECTOR	15.18
Vendor Name	UNITED PARCEL SERVICE	<u>40.57</u>

**RED OAK BOARD REPORT**

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
VISION CARE DIRECT	52918VCD	17.26
10 0010 1000 100 8018 270	RETIREES VISION	17.26
Vendor Name	VISION CARE DIRECT	<u>17.26</u>

WESTLAKE ACE HARDWARE	10517401	5.49
10 0010 2600 000 0000 618	CO COPY MACHINE PARTS	5.49
WESTLAKE ACE HARDWARE	10517407	4.58
10 0020 2700 000 0000 618	BB PARTS	4.58
WESTLAKE ACE HARDWARE	10517415	47.98
10 0010 2235 000 0000 618	COMPUTER SUPPLIES	47.98
WESTLAKE ACE HARDWARE	10517515	13.14
10 0010 2600 000 0000 618	CO KEYS	13.14
WESTLAKE ACE HARDWARE	10517532	41.96
10 0010 2600 000 0000 618	SUPPLIES FOR TOILET REPAIR - FB FIELD	41.96
WESTLAKE ACE HARDWARE	10517539	30.48
10 0010 2600 000 0000 618	CO STOOL REPAIR	30.48
WESTLAKE ACE HARDWARE	10517546	5.98
10 0010 2600 000 0000 618	HS BATHROOM REPAIR	5.98
WESTLAKE ACE HARDWARE	10517562	12.99
10 0010 2600 000 0000 618	TENNIS COURT REPAIRS	12.99
WESTLAKE ACE HARDWARE	10517570	24.05
10 0010 2600 000 0000 618	ELECTRICAL REPAIR WASHINGTON	4.49
10 0010 2600 000 0000 618	HS SUPPLIES	19.56
WESTLAKE ACE HARDWARE	10517582	19.99
10 0010 2600 000 0000 618	PARTS FOR MOWER #5	19.99
WESTLAKE ACE HARDWARE	10517592	26.64
10 0010 2600 000 0000 618	MULCH FOR BASEBALL FIELD	26.64
WESTLAKE ACE HARDWARE	10517594	16.65
10 0010 2600 000 0000 618	MULCH FOR BASEBALL FIELD	16.65
WESTLAKE ACE HARDWARE	10517661	5.88
10 0010 2600 000 0000 618	FIELD HOUSE SPADE AND FITTING	5.88
WESTLAKE ACE HARDWARE	10517674	13.98
10 0010 2600 000 0000 618	MOVING SUPPLIES	13.98
WESTLAKE ACE HARDWARE	10517733	33.98
10 0010 2600 000 0000 618	MATERIALS FOR HS PACKING	33.98
WESTLAKE ACE HARDWARE	10517765	71.93
10 0010 2600 000 0000 618	SUPPLIES FOR MOVING	71.93
WESTLAKE ACE HARDWARE	10517845	3.99
10 0010 2600 000 0000 618	HS DUST MASKS	3.99
Vendor Name	WESTLAKE ACE HARDWARE	<u>379.69</u>

WILSON PERFORMING ARTS CENTER	053118	100.00
10 3230 2410 000 0000 618	GRADUATION PROGRAMS	100.00
Vendor Name	WILSON PERFORMING ARTS CENTER	<u>100.00</u>

Fund Number	10	183,019.45
Checking Account ID	1	Fund Number 33
ACTION MOVERS		INV0005
33 0010 4700 000 0000 450	PIANO MOVE X 2	700.00
Vendor Name	ACTION MOVERS	<u>700.00</u>

Fund Number	33	700.00
Checking Account ID	1	Fund Number 36
		PHYSICAL PLANT & EQUIPMENT

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**RED OAK BOARD REPORT**

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
COUNCIL BLUFFS COMM SCHOOLS	H0418-5463	1,415.88
36 0010 2600 000 0000 441	APRIL RENT	1,415.88
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		<u>1,415.88</u>
Fund Number 36		<u>1,415.88</u>
Checking Account ID 1		185,135.33
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
BAUCOM, VIVIAN	6618VB	18.95
61 483 000 0000 000	SR LUNCH BALANCE REIMBURSEMENT	18.95
Vendor Name BAUCOM, VIVIAN		<u>18.95</u>
BAUMAN, JEANNE	060718JB	65.98
61 3230 3110 000 0000 580	NOV-JUNE MILEAGE REIMBURSEMENT	65.98
Vendor Name BAUMAN, JEANNE		<u>65.98</u>
BURSON, HEATHER	6618HB	5.21
61 483 000 0000 000	SR LUNCH BALANCE REIMBURSEMENT	5.21
Vendor Name BURSON, HEATHER		<u>5.21</u>
CHONG, CONNIE	6618CC	25.15
61 483 000 0000 000	SR BALANCE REIMBURSEMENT	25.15
Vendor Name CHONG, CONNIE		<u>25.15</u>
CRAIG, LEA	6618LC	5.65
61 483 000 0000 000	SR LUNCH BALANCE REIMBURSEMENT	5.65
Vendor Name CRAIG, LEA		<u>5.65</u>
CRAWFORD, JONATHON	6618JC	3.65
61 483 000 0000 000	SR LUNCH BALANCE REIMBURSEMENT	3.65
Vendor Name CRAWFORD, JONATHON		<u>3.65</u>
DREWS, JASON	6618JD	25.60
61 483 000 0000 000	SR LUNCH BALANCE REIMBURSEMENT	25.60
Vendor Name DREWS, JASON		<u>25.60</u>
GREEN, LISA	6618IG	25.20
61 483 000 0000 000	SR LUNCH BALANCE REIMBURSEMENT	25.20
Vendor Name GREEN, LISA		<u>25.20</u>
HALE, DAWN	6618DH	11.05
61 483 000 0000 000	SR BALANCE REIMBURSEMENT	11.05
Vendor Name HALE, DAWN		<u>11.05</u>
LAIRE, COREY	6618CL	4.05
61 483 000 0000 000	SR BALANCE REIMBURSEMENT	4.05
Vendor Name LAIRE, COREY		<u>4.05</u>

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
LITTLE, KELLY 61 483 000 0000 000	6618KL SR BALANCE REIMBURSEMENT	5.70 <u>5.70</u>
Vendor Name LITTLE, KELLY		5.70
MCARDLE, TERRY 61 483 000 0000 000	6618TM SR BALANCE REIMBURSEMENT	8.70 <u>8.70</u>
Vendor Name MCARDLE, TERRY		8.70
MELLOTT, CONNIE 61 483 000 0000 000	6618CM SR BALANCE REIMBURSEMENT	67.95 <u>67.95</u>
Vendor Name MELLOTT, CONNIE		67.95
MESSINGER, THOMAS 61 483 000 0000 000	6618TM SR BALANCE REIMBURSEMENT	25.05 <u>25.05</u>
Vendor Name MESSINGER, THOMAS		25.05
MILLER, JODY 61 483 000 0000 000	6618JM SR BALANCE REIMBURSEMENT	3.25 <u>3.25</u>
Vendor Name MILLER, JODY		3.25
PANEC, KELEN 61 483 000 0000 000	60518KP LUNCH BALANCE REIMBURSEMENT	7.90 <u>7.90</u>
Vendor Name PANEC, KELEN		7.90
PEREZ, STACY 61 483 000 0000 000	6618SP SR BALANCE REIMBURSEMENT	13.50 <u>13.50</u>
Vendor Name PEREZ, STACY		13.50
SHALTERS, CARRIE 61 483 000 0000 000	6618CS SR BALANCE REIMBURSEMENT	24.42 <u>24.42</u>
Vendor Name SHALTERS, CARRIE		24.42
SMITH, ARLENE 61 483 000 0000 000	6618AS SR BALANCE REIMBURSEMENT	5.25 <u>5.25</u>
Vendor Name SMITH, ARLENE		5.25
STREICHER, LINDA 61 483 000 0000 000	6618LS SR BALANCE REIMBURSEMENT	12.05 <u>12.05</u>
Vendor Name STREICHER, LINDA		12.05
WEST, SARA 61 483 000 0000 000	6618SW SR BALANCE REIMBURSEMENT	0.50 <u>0.50</u>
Vendor Name WEST, SARA		0.50
Fund Number 61		<u>364.76</u>
Checking Account ID 2		<u>364.76</u>
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ABRAHAM LINCOLN BAND BOOSTERS	052518ALHSB	375.00
21 3230 1400 910 6220 320	COLOR GUARD CAMP X 3	<u>375.00</u>
Vendor Name ABRAHAM LINCOLN BAND BOOSTERS		375.00
BW GRAPHICS INC	180396	36.70

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**RED OAK BOARD REPORT**

Vendor Name	Account Number	Invoice Number	Detail Description	Amount
	21 0010 1400 920 6600 618		CORRECTION TO HALL OF FAME PLAQUE	36.70
Vendor Name	BW GRAPHICS INC			<u>36.70</u>
	21 2020 1400 910 6220 618	7193	BAND TSHIRTS FOR MS BAND	440.00
Vendor Name	CEN PRO GRAPHICS			<u>440.00</u>
	21 3230 1400 910 6220 320	053018TM	DRUM MAJOR CAMP	287.00
Vendor Name	CENTRAL IOWA COLOR GUARD CAMP			<u>287.00</u>
	21 0010 1400 920 6840 580	051918	ROOMS FOR STATE TRACK X 4	1,066.24
Vendor Name	COMFORT INN & SUITES DES MOINES			<u>1,066.24</u>
	21 0010 1400 920 6835 320	52518KF	JV SB OFFICIAL	110.00
Vendor Name	FREDERICKSON, KEN			<u>110.00</u>
	21 0010 1400 920 6835 320	53118WF	VARSTY SOFTBALL OFFICIAL	125.00
Vendor Name	FREED, WAYNE			<u>125.00</u>
	21 0010 1400 920 6740 320	42718TH	MS BOYS TRACK OFFICIAL	120.00
	21 0010 1400 920 6840 340	4518TH	LADY TIGER RELAYS OFFICIAL	135.00
Vendor Name	HARTIGAN, TOM			<u>255.00</u>
	21 0010 1400 920 6660 618	52518PH	GOLF MENLO	41.00
Vendor Name	HENKE, PATTY			<u>41.00</u>
	21 0010 1400 920 6835 320	60118JH	JV/VAR SOFTBALL OFFICIAL	110.00
Vendor Name	HOOGESTRAAT, JD			<u>110.00</u>
	21 0010 1400 920 6730 618	07513-00	BASEBALLS	702.82
	21 0010 1400 920 6835 618	07514-00	DOZEN SOFTBALLS	720.00
	21 0010 1400 920 6835 618	07522-00	TOURNEY MEDALS AND TROPHY - SBALL	76.00
Vendor Name	HOWARD'S SPORTING GOODS			<u>1,498.82</u>
	21 0010 1400 920 6835 320	052418FI		130.00
Vendor Name	INTORRE, FRED			<u>130.00</u>
	21 3230 1400 910 6210 320	1266	REGIST. FEE SOLO/ENSEMBLE	264.00

06/08/2018 11:42 AM

Unposted; Batch Description JUNE 11 BOARD MEETING, 2018-0001

User ID: HARRISH

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	IOWA HIGH SCHOOL MUSIC ASSOC	<u>264.00</u>
JONES, RON	53118RJ	125.00
21 0010 1400 920 6835 320	125.00	125.00
JONES, RON	60118RJ	110.00
21 0010 1400 920 6835 320	JV/VAR SOFTBALL OFFICIAL	110.00
Vendor Name	JONES, RON	<u>235.00</u>
LOVETTE/GLS & ASSOC, GREG	52418GL	130.00
21 0010 1400 920 6835 320	VAR SOFTBALL OFFICIAL	130.00
Vendor Name	LOVETTE/GLS & ASSOC, GREG	<u>130.00</u>
MCGRUDER, JASON	052518JM	130.00
21 0010 1400 920 6730 320	BB OFFICIAL	130.00
Vendor Name	MCGRUDER, JASON	<u>130.00</u>
OLSON, KANDEE	690059520-01	133.40
21 2020 1400 950 7421 618	REIMBURSEMENT FOR ITEMS FOR THE MS	133.40
Vendor Name	OLSON, KANDEE	<u>133.40</u>
RED OAK HARDWARE HANK	53118HH	17.09
21 0010 1400 920 6600 618	AIR HORN - TRACK	17.09
Vendor Name	RED OAK HARDWARE HANK	<u>17.09</u>
SPORT PLAQUES	54329	124.00
21 0010 1400 920 6600 618	SENIOR AWARD PLAQUES - HS	124.00
Vendor Name	SPORT PLAQUES	<u>124.00</u>
SPOTTIS, JEFF	6718JS	48.03
21 0010 1400 920 6600 580	AD MTG MILEAGE REIMBURSEMENT	48.03
Vendor Name	SPOTTIS, JEFF	<u>48.03</u>
STANARD, TOM	60218TS	135.00
21 0010 1400 920 6730 320	BASEBALL OFFICIAL	135.00
STANARD, TOM	6218TS	135.00
21 0010 1400 920 6730 320	BASEBALL OFFICIAL	135.00
Vendor Name	STANARD, TOM	<u>270.00</u>
STARNER, MYRANDA	52518MS	110.00
21 0010 1400 920 6835 320	JV/VAR SOFTBALL OFFICIAL	110.00
Vendor Name	STARNER, MYRANDA	<u>110.00</u>
SWEENEY, BOB	53118BS	125.00
21 0010 1400 920 6730 320	JV/VAR BASEBALL OFFICIAL	125.00
Vendor Name	SWEENEY, BOB	<u>125.00</u>
VOSS, RORY	060218RV	135.00
21 0010 1400 920 6730 320	BASEBALL OFFICIAL	135.00
VOSS, RORY	52418RV	130.00
21 0010 1400 920 6730 320	VAR BASEBALL OFFICIAL	130.00
Vendor Name	VOSS, RORY	<u>265.00</u>

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
WEINRICH, JON	53118JW	125.00
21 0010 1400 920 6730 320	JV/VAR BASEBALL OFFICIAL	125.00
Vendor Name WEINRICH, JON		<u>125.00</u>
WILLIAMS, CINDY	032718CW	140.00
21 0010 1400 920 6840 340	H10 GIRLS TRACK OFFICIAL	140.00
WILLIAMS, CINDY	041718CW	135.00
21 0010 1400 920 6740 320	BOYS TRACK OFFICIAL	135.00
WILLIAMS, CINDY	050818CW	135.00
21 0010 1400 920 6840 340	H10 GIRLS MS OFFICIAL	135.00
WILLIAMS, CINDY	50718CW	110.00
21 0010 1400 920 6840 340	H10 MS TRACK OFFICIAL	110.00
Vendor Name WILLIAMS, CINDY		<u>520.00</u>
Fund Number 21		<u>6,971.28</u>
Checking Account ID 3		<u>6,971.28</u>

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## 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. All employees have an impact on the school environment, including students, parents, and community members, 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 <DATE HERE>



## EQUAL EMPLOYMENT OPPORTUNITY

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

Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants without regard to the applicants' age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information. In keeping with the law, the board will consider the veteran status of applicants.

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

Advertisements and notices for vacancies within the district will contain the following statement: "The Red Oak Community School District is an equal employment opportunity/affirmative action employer." The statement will also appear on application forms.

Approved October 13, 2014      Reviewed October 13, 2014      Revised <DATE HERE>

## EQUAL EMPLOYMENT OPPORTUNITY

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed to the Iowa Civil Rights Commission, 400 E. 14th Street, Des Moines, Iowa 50309-1004, (515) 281-4121 or 1-800-457-4416, <http://www.state.ia.us/government/crc/index.html> or to the Director of the Region VII Office of Civil Rights, Department of Education, Kansas City, Missouri. Such inquiry or complaint to the state or federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

EMPLOYEE DEFINED

Employees are those individuals who are employed by the school district on an ongoing basis who are not independent contractors. The district may give employees individual contracts or letters of assignment or may not issue any form of written document to employees, as required by law and in the discretion of the district. Any contracts for employment must be signed by the board president

Licensed employees, including administrators, are those employees required to hold an appropriate license from the Iowa Department of Education for their position as required by the Board of Educational Examiners or others with professional licenses. Licenses required for a position will be considered met if the employee meets the requirements established by the Iowa Department of Education. Licensed employees must present evidence of current license to the board secretary prior to payment of salary each year.

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 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.

It is the responsibility of the superintendent to establish job specifications and job descriptions for employees' positions, other than the position of the superintendent. Job descriptions may be approved by the board.

Approved February 27, 2012

Reviewed Feb 13, 2012

Revised <DATE HERE>

## EMPLOYEE QUALIFICATIONS, RECRUITMENT, AND SELECTION

Recruitment and selection of the employees of the district shall be the responsibility of the superintendent. In the discharge of this responsibility, the superintendent may utilize other administrators and/or staff members as is practical and effective.

Selection of employees shall be based on the following qualifications, as well as any other qualifications the superintendent or administrator deems appropriate:

1. Training, education, certification, and licensing;
2. Demonstrated professional competency;
3. Personality;
4. General suitability for the position;
5. The needs of the district.

All professional employees shall be properly licensed as required by statutory enactment and the Iowa Department of Education.

The superintendent shall make a recommendation to the board and the board shall approve any recommendation prior to any individual being employed by the board, except the superintendent may hire teachers without approval of the board. However, the superintendent will have the authority to employ an employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised <DATE HERE>

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EMPLOYEE LEAVES AND ABSENCES

Employees shall be provided leave as required under federal, state or local law; as specified in board policy; as specified in a collective bargaining unit covering the employee; or as specified in the individual employee's contract with the district.

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies. Employees may make requests for unpaid leaves of absence. Such requests shall be submitted in writing to the superintendent or designee at least five (5) work days in advance except in cases of emergency, in which case authorization must be requested as soon as possible and in no event more than five (5) work days after the absence. Such requests will be considered individually on their own merits and in accordance with the applicable collective bargaining agreement, if any, and state and federal law.

The superintendent or designee 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, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence, and other factors the superintendent believes are relevant in making this determination.

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

Approved <DATE HERE>

Reviewed

Revised

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EMPLOYEE RESIGNATION

Licensed Employees

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board.

The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school district.

Support Staff Employees

Support staff employees who wish to resign during the school year must notify the superintendent in writing of their intent to resign and final date of employment no less than thirty (30) days prior to their last working day.

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised <DATE HERE>

EMPLOYEE CONTRACT RELEASE – LICENSED EMPLOYEES

Licensed employees who wish to be released from an executed contract must give at least twenty-one days notice to the superintendent. Licensed employees may be released at the discretion of the board. Only in unusual and extreme circumstances will the board release a licensed employee from a contract. The board will have sole discretion to determine what constitutes unusual and extreme circumstances.

Release from a contract will be contingent upon finding a suitable replacement. Licensed employees requesting release from a contract after it has been signed and before it expires may be required to pay the board the cost of advertising incurred to locate and hire a suitable replacement. Upon written mutual agreement between the employee and the superintendent, the costs may be deducted from the employee's salary. Payment of these costs is a condition for release from the contract at the discretion of the board. Failure of the licensed employee to pay these expenses may result in a cause of action being filed in small claims court.

The superintendent is required to file a complaint with the Iowa Board of Educational Examiners against a licensed employee who leaves without proper release from the board.

Approved Feb. 27, 2012

Reviewed <DATE HERE>

Revised Feb. 13, 2012

EMPLOYEE RETIREMENT

Employees who will complete their current contract with the board may apply for retirement. No employee will be required to retire at a specific age.

Application for retirement will be considered made when the employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board, if applicable, the intent of the employee to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent. Applications made after the date set by the board for the return of the employee's contract to the board, if applicable, may be considered by the board if special circumstances exist. It is within the discretion of the board to determine whether special circumstances exist.

Board action to approve a licensed employee's application for retirement is final, and such action constitutes nonrenewal and/or termination of the employee's contract effective the day of the employee's retirement.

Employees and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised <DATE HERE>



LICENSED EMPLOYEE EARLY RETIREMENT PLAN

I. Eligibility for Early Retirement Plan

The school district offers an Early Retirement Plan for full-time licensed employees. Full-time licensed employees are licensed employees who are eligible for full insurance coverage under the requirements of the insurer and who are currently performing their assigned duties within the school district. A licensed employee is eligible to participate in the Early Retirement Plan under the following terms:

- A. The number of applications for the Early Retirement Plan will be limited to no more than five (5) for a given fiscal year, unless the Board chooses to allow more than five(5).
- B. The Early Retirement Plan will be available to a licensed employee who is fifty-five (55) years of age by the start of the next school year.
- C. The Early Retirement Plan will be available to those who have completed their most recent ten (10) consecutive years of service in the Red Oak Community School District.
- D. The employee shall submit an application for the plan on or before January 15 of the current school year, at the Board's discretion.
- E. The employee shall submit a written resignation resigning from the existing contract. The resignation may be contingent upon approval by the board of participation in the voluntary early retirement program.
- F. All applications for the Early Retirement Plan will be considered not later than the second regular Board meeting in January, and if more than the designated number allowed in Section A are received, the highest priority will be given to the teachers with the longest continuous teaching service in the District.

Approved November 30, 2015    Reviewed <DATE HERE>

Revised December 17, 2012

- G. An employee who meets the criteria in item “B”, but who has not completed a minimum of ten (10) consecutive years of service to the school district may apply for a prorated early retirement amount. Approval of such application by the board will be based on the best interests of the school district, and if a prorated amount is approved, the amount will be based on completed consecutive years of service at the time of the application for the Early Retirement Plan.
- H. The application for the Early Retirement Plan and the resignation must be approved by the board, which will authorize disbursement of the early retirement amount.
- I. Approval by the board of the licensed employee’s early retirement application shall constitute a voluntary resignation. Approval by the board of the licensed employee’s early retirement application will also make the licensed employee eligible for disbursement of the early retirement amount on January 20 of the school year following the licensed employee’s approval for early retirement. Failure of the board to approve the licensed employee’s early retirement application will make the licensed employee’s current contract with the board continue in full force and effect.

II. Voluntary Early Retirement Amount and Terms:

- A. An employee who meets one of the eligibility requirements will be eligible for the early retirement amount of \$15,000, plus an amount equal to 25% of the employee’s accumulated sick leave times the current daily substitute teacher pay rate. An employee whose contractual full-time equivalency (FTE) is less than 1.00 will be eligible for a prorated early retirement amount by multiplying the employee’s FTE by the applicable amount above.
- B. An employee agrees to participate in the “Special Pay Plan”. This plan allows payment of the early retirement amount to be paid to a Tax Shelter Annuity of the employee’s choice. This Tax Shelter Annuity must be with a company that participates in the State of Iowa Plan. If the employee is currently contributing to a Tax Shelter Annuity the payment will be made to the same company. The employee agrees not to close out this account before the January payment is made.
- C. Upon retirement, the licensed employee is eligible to continue participation in the school district’s group insurance plan at the licensed employee’s expense by meeting the requirements of the insurer. The employee/retiree must pay the monthly premium amount in full to the board secretary prior to the due date of the school district’s premium payment to the insurance carrier.

This insurance coverage will cease when the licensed employee/retiree qualifies for Medicare coverage, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue at the dependent’s expense beyond the employee’s/retiree’s qualification for Medicare coverage under COBRA provisions.

In the event of the death of the employee/retiree, the dependent of the employee/retiree may continue coverage in the school district's group health insurance program at his/her own expense under COBRA provisions, if the dependent was covered through the school district's group health insurance program prior to the death of the employee/retiree.

- D. An employee who elects to participate in this program will become a retired employee and will be entitled to all rights and privileges of such a retiree under applicable laws and policies of the school district.
- E. Beneficiary. In the event of the death of the employee prior to the early retirement amount being paid, payment will be as follows:
  - 1. Lump sum payment will be made to a designated beneficiary for the early retirement amount due to the employee on January 20 of the school year following the licensed employee's approval for early retirement.
  - 2. In the event no beneficiary is named, payment shall be made to the estate of the employee on January 10 following the licensed employee's approval for early retirement.

The board has complete discretion to offer or not to offer an Early Retirement Plan for licensed employees and will review this policy annually. The board may discontinue the school district's Early Retirement Plan at any time.

LICENSED EMPLOYEE EARLY RETIREMENT PLAN  
ACKNOWLEDGEMENT OF RECEIPT

The undersigned licensed employee acknowledges receipt of the Early Retirement Plan documents stated below, for the licensed employee's consideration:

- early retirement policy (plan description);
- early retirement application.

The undersigned licensed employee acknowledges that the application and participation in the Early Retirement Plan is entirely voluntary.

The undersigned licensed employee acknowledges that the school district recommends the licensed employee contact legal counsel and the employee's personal accountant regarding participation in the Early Retirement Plan.

---

Licensed Employee

---

Date

LICENSED EMPLOYEE EARLY RETIREMENT PLAN  
INSURANCE OPTIONS

Board policy allows the employee to continue to participate in the school district's group health insurance plan until age 65 by meeting the requirements of the insurer.

The licensed employee is responsible for the cost of the health insurance premium. The licensed employee must pay the employee's share of the premium by paying the monthly premium amount in full to the board secretary prior to the due date of the school district's premium payment to the insurance carrier.

\_\_\_\_\_ I would like to remain on the school's health insurance policy. I will submit a check to the Central Office the first of each month. Failure to submit this check will result in loss of insurance coverage.

Plan selected:

\_\_\_\_\_

\_\_\_\_\_ I wish NOT to remain on the school's health insurance policy when I am no longer an ACTIVE employee. (after all pay is received) COBRA option has been explained to me.

\_\_\_\_\_ I would like to remain on the school's dental insurance policy. I will submit a check to the Central Office the first of each month. Failure to submit this check will result in loss of dental insurance coverage. Plan selected:

\_\_\_\_\_

\_\_\_\_\_ I wish NOT to remain on the school's dental insurance policy when I am no longer an ACTIVE employee. (after all pay is received) COBRA option has been explained to me.

\_\_\_\_\_ I wish to receive all remaining pay for the \_\_\_\_\_ school year on June 10, 20\_\_ . (Recommend you contact IPERS to discuss, if it is better for you to take all payment in June or to continue to receive checks during July and August. This varies from person to person) If the employee participates in the TaxSaver Plan, the July and August monthly amounts will be deducted from the June 10, 20\_\_ paycheck.

\_\_\_\_\_  
Licensed Employee

\_\_\_\_\_  
Date

LICENSED EMPLOYEE EARLY RETIREMENT PLAN  
APPLICATION

The undersigned licensed employee is applying for early retirement pursuant to board policy.  
Please complete the following information:

_____		_____
(Full Legal Name of Licensed Employee)		(Social Security Number)
_____	_____	_____
(Current Job Title)	(Date of Birth)	(Years of Consecutive Service)

Please attach a letter of resignation effective at the end of the current contract year.

The undersigned licensed employee acknowledges that application and participation in the Early Retirement Plan is entirely voluntary.

The undersigned licensed employee acknowledges that the early retirement amount will be paid on January 10 of the school year following the licensed employee's approval for early retirement.

The undersigned licensed employee acknowledges that the school district recommends that the licensed employee contact legal counsel and the employee's own personal accountant regarding participation in the Early Retirement Plan.

Should the licensed employee die prior to full payment of an early retirement amount, the licensed employee designates either the following individual as beneficiary or the licensed employee's estate.

\_\_\_\_\_ Beneficiary                      \_\_\_\_\_ Estate

_____	
Beneficiary	
_____	
Beneficiary Address	
_____	
_____	_____
Licensed Employee	Date
_____	
_____	_____
Witness	Date

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EMPLOYEE SUSPENSION

Employees will perform their assigned job, respect and follow board policy, and obey the law. The superintendent is authorized to suspend an employee pending board action on a discharge, for investigation of charges against the employee, for reasons related to staff and student safety, and for disciplinary purposes. In the event of a suspension, appropriate due process will be followed. It is within the discretion of the superintendent to suspend an employee with or without pay.

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised <DATE HERE>

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EMPLOYEE DISMISSAL

The superintendent or designee has authority to suspend the services of any employee, as permitted under law. The superintendent or designee shall make a recommendation to the board regarding the employee's employment with the district. The board shall take action as to whether or not to terminate the employee's employment with the district, as required and/or permitted under law.

The superintendent, the superintendent's designee and the board shall follow all applicable procedures and provide appropriate due process as required under the law and/or as required in a negotiated labor contract, if any.

Approved <DATE HERE>                      Reviewed                      Revised



## EMPLOYEE CONFLICT OF INTEREST

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

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may, upon five days' notice, require the employee to cease such solicitations as a condition of continued employment.

Employees will not act as an agent or dealer for the sale of textbooks or other school supplies. Employees will not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees will not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It will also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist will include, but not be limited to, any of the following:

- (1) The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
- (2) The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.

### EMPLOYEE CONFLICT OF INTEREST

- (3) The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment of or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition funds, employees will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the employee, employee's immediate family, partner, or a non-school district employer of these individuals is a party to the contract.

It is the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

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NEPOTISM

Nepotism is patronage bestowed or favoritism shown on the basis of family relationship. More than one family member may be an employee of the district. The decision to employ more than one individual in a family shall be made on the basis of each individual's qualifications and credentials.

No district employee shall be involved in hiring a family member. No district employee shall serve in a supervisory capacity over one of their family members employed by the district. No district employee shall attempt to influence the evaluation or conditions of employment of the employee's family member with anyone who serves in a supervisory capacity over that family member.

Family members for purposes of this policy include husbands, wives, mothers, fathers, mothers-in-law, fathers-in-law, sisters, brothers, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law, and sons-in-law.

Approved December 13, 2011

Reviewed Nov. 21, 2011

Revised <DATE HERE>

## EMPLOYEE HARASSMENT

The Red Oak Community School District is committed to maintaining a learning environment that is free from harassment because of an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information. The district prohibits any and all forms of harassment because of an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information.

It shall be a violation of this policy for any teacher, administrator, or other school personnel of the district to harass a teacher, administrator, or other school personnel through conduct or communication of a sexual nature or regarding an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information, as defined by this policy. For purposes of this policy, school personnel include Board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.

It shall also be a violation of this policy for any teacher, administrator or other school personnel of this district to tolerate sexual harassment or harassment because of an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information by a teacher, administrator, other school personnel, or by any third parties who are participating in, observing, or otherwise engaging in activities under the direction of the district. Any teacher, administrator, or other school personnel who has knowledge or belief that an individual has or may have been the victim of prohibited harassment is required to immediately report the alleged acts to an appropriate district official designated by this policy. Failure to report the harassing conduct could result in discipline, up to and including termination, for the teacher, administrator, or other school personnel who failed to report.

The district will act to promptly investigate all complaints, either formal or informal, verbal or written, of harassment and to promptly take appropriate action to protect individuals from further harassment. If the district determines that unlawful harassment has occurred, it shall promptly and appropriately discipline any teacher, administrator or other school personnel who is found to have violated this policy, up to and possibly including termination, and/or take other appropriate action reasonably calculated to end the harassment.

Approved <DATE HERE>

Reviewed

Revised

## EMPLOYEE HARASSMENT

### II. Definitions

A. Sexual Harassment: Sexual harassment consists of unwelcome and unsolicited sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal, physical, or written conduct or communication of a sexual nature when:

1. submission to that conduct or communication by an individual is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment;
2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting the individual's employment; or
3. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment environment.

Examples of conduct that may constitute sexual harassment may include, but are not limited to:

1. unwelcome verbal harassment or abuse, or unwelcome written harassment or abuse, including through the Internet or e-mail;
2. unwelcome sexual advances or pressure for sexual activity;
3. unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact, other than necessary restraint of students by teachers, administrators or other school personnel to avoid physical harm to persons or property;
4. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment status or implied or overt promises of preferential treatment with regard to an individual's employment status;
5. unwelcome behavior or words directed at an individual because of gender;
6. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
7. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
8. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another;
9. graffiti of a sexually offensive nature;
10. sexual gestures or jokes; or
11. spreading rumors about or rating other individuals as to sexual activity or performance.

## EMPLOYEE HARASSMENT

- B. Harassment: Other forms of harassment consist of physical, verbal, or written conduct relating to an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information when the conduct:
1. has the purpose or effect of creating an intimidating, hostile or offensive employment environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual's employment performance; or
  3. otherwise adversely affects an individual's employment opportunities.

Examples of conduct that may constitute harassment based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information include, but are not limited to:

1. threatening or intimidating conduct directed at others because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information, including through the Internet or e-mail;
2. slurs, negative stereotypes and hostile acts based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information;
3. graffiti containing offensive language that is derogatory to others because of their age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information;
4. written or graphic material containing comments or stereotypes which is posted or circulated (including through e-mail or the Internet) and which is aimed at degrading individuals because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information; or
5. a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information.

### III. Reporting Procedures

Any individual who believes he or she has been the victim of harassment by a teacher, administrator or other school personnel of the district, or by any other person who is participating in, observing, or otherwise engaging in activities under the direction of the district, is encouraged to report the alleged act immediately to the individual's building principal or the district's Equity Coordinator.

## EMPLOYEE HARASSMENT

Any teacher, administrator, or other school personnel who has knowledge or belief that an individual has or may have been the victim of prohibited harassment is required to immediately report the alleged acts to the individual's building principal or the district's Equity Coordinator. Failure to report the harassing conduct could result in discipline, up to and including termination, for the teacher, administrator, or other school personnel who failed to report.

Any other person with knowledge or belief that an individual has or may have been the victim of prohibited harassment is encouraged to immediately report the alleged acts to the appropriate building principal or the district's Equity Coordinator.

The district encourages the reporting party or complainant to use the report form available from the principal of each building and available from the district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the district's Equity Coordinator.

The Board hereby designates the Equity Coordinator as the individual responsible for identifying, investigating, preventing, and remedying harassment within the district. The district shall conspicuously post the name of the Equity Coordinator, including mailing addresses and telephone numbers.

### IV. Investigation Procedures

By authority of the Board, the Equity Coordinator, upon receipt of a report or complaint alleging prohibited harassment, shall immediately undertake or authorize an investigation. The investigation may be conducted by district officials or by a third party designated by the district.

The district may take immediate steps, at its discretion, to protect the complainant, students, teachers, administrators or other school personnel pending completion of an investigation of alleged harassment.

The investigation will be completed as soon as practicable. The investigator shall make a written report to the Equity Coordinator or designee upon completion of the investigation, which shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

## EMPLOYEE HARASSMENT

### V. District Action

The district will take appropriate action following a finding that a violation of this policy has occurred. Such action may include, but is not limited to: warning, suspension, exclusion, expulsion, transfer, remediation, reprimand, termination or discharge, counseling, training, or mentoring. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, state and federal law, and district policy.

### VI. Prohibition on Retaliation

Retaliation against an individual because the individual has filed a harassment complaint or assisted or participated in a harassment investigation or proceeding is prohibited. Any teacher, administrator, or other school personnel shall not engage in reprisal, retaliation, harassment, or false accusation against a victim, witness, or an individual who has reliable information, about such an act of harassment. The superintendent/designee has the right to discipline individuals who knowingly file false harassment complaints or otherwise act in bad faith during a complaint/investigative process. An individual who is found to have retaliated against another in violation of this regulation will be subject to disciplinary action, up to and possibly including termination.

### VII. Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Iowa Civil Rights Commission, 211 E. Maple, Des Moines, Iowa, 50309, (515) 281-4121, or the U.S. Department of Education, Office for Civil Rights, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, IL 60661-4544, (312) 730-1560. Any inquiry or complaint to a state or federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.



## EMPLOYEE RECORDS

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

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

Employees may have access to their personnel files, with the exception of confidential letters of reference, and copy items from their personnel files at a time mutually agreed upon between the superintendent and the employee. The school district may charge a reasonable fee for each copy made. However, employees will not be allowed access to the employment references written on behalf of the employee. Board members will generally only have access to an employee's file when it is necessary because of an employee related matter before the board.

It is the responsibility of the superintendent to keep employees' personnel files current. The board secretary is the custodian of employee records.

It is the responsibility of the superintendent to develop administrative regulations for the implementation of this policy.

Approved December 13, 2011    Reviewed Nov. 21, 2011    Revised <DATE HERE>

## EMPLOYEE RECORDS REGULATION

### Employee Personnel Records Contents

1. Employee personnel records may contain the following information:
  - Personal information including, but not limited to, name, address, telephone number, emergency numbers, birth date and spouse;
  - Application, resume and references, except those that shall be kept confidential according to state and federal law;
  - Educational transcripts;
  - Copy of the employee's license or certificate, if needed for the position;
  - Individual employment contract;
  - Job description and/or assignment;
  - Salary information;
  - Tax documents, including, but not limited to IRS Form W-4;
  - Written attendance records;
  - Evaluation documents;
  - Complaints;
  - Performance improvement plans;
  - Documents concerning any raise, promotion, pay decrease or demotion;
  - Records of disciplinary matters;
  - Receipts and/or acknowledgements of any employee-related material, including policies and handbooks;
  - Letters of termination and/or resignation;
  - Documentation relating to an employee's unemployment benefits; and
  - Documentation relating to an employee's employment ceasing.
  
2. Employee health and medical records are kept in a file separate from the employee's personnel records. Health and medical records may contain, but are not limited to:
  - Medical professional signed physical form;
  - Sick or long-term disability leave days;
  - Worker's compensation claims;
  - Reasonable accommodation made by the school district to accommodate the employee's disability;
  - Employee's medical history, including, but not limited to, medical records and/or notes;
  - Employee emergency names and numbers; and
  - Family and medical leave request forms.

## EMPLOYEE RECORDS REGULATION

3. Employee immigration forms, specifically Form I-9, are kept separate from employee personnel records, and may be kept in a file that houses all employees' immigration forms for the U.S. Citizenship and Immigration Services.

### Applicant File Records Content

Records on applicants for positions with the school district are maintained in the central administration office. The records will include, but not be limited to:

- Application for employment;
- Resume;
- References, except those that shall be kept confidential according to state and federal law;
- Evidence of appropriate license or certificate, if necessary for the position for which the individual applied; and
- Affirmative action form, if submitted.

### Record Access

The Board shall allow current and former employees access to their files pursuant to state and federal law.

Only authorized school officials will have access to an employee's records without the written consent of the employee. Authorized school officials may include, but not be limited to, the superintendent, building principal, or board secretary. In the case of a medical emergency, the school nurse or other first aid or safety personnel may have access to the employee's health or medical file without the consent of the employee. Board members will generally only have access to an employee's personnel file without the consent of the employee when necessary for the conducting of board business.

The general public may have access to an employee's personnel records and/or personnel information as permitted by law. Specifically, the general public may have access to the following information:

- An employee's name and compensation, including any written agreement establishing compensation or any other terms of employment excluding any information otherwise protected under the law.
  - Compensation means payment of, or agreement to pay, any money, thing of value, or financial benefit conferred in return for labor or services rendered by an official, officer or employee plus the value of benefits conferred including but not limited to casualty, disability, life, or health insurance, other health or wellness benefits, vacation leave, holiday leave, sick leave, severance payments,

retirement benefits, and deferred compensation.

- The dates the employee was employed by the district.
- The positions the employee holds or has held with the district.
- The educational instructions attended by the employee, including any diplomas and degrees earned, and the names of the employee's previous employers, positions previously held, and dates of previous employment.
- The fact that the individual resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion.

#### Employee Record Retention

All employee records, except payroll and salary records, are maintained for a minimum of seven years after termination of employment with the district. Applicant records are maintained for minimum of seven years after the position was filled. Payroll and salary records are maintained for a minimum of three years after payment.

TRANSPORTING OF STUDENTS BY EMPLOYEES

Employees who transport students for school purposes must have the permission of the superintendent. Generally, transportation of students is in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle.

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

Approved December 13, 2011

Reviewed Nov. 21, 2011

Revised <DATE HERE>

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## EMPLOYEE TRAVEL COMPENSATION

Employees traveling on behalf of the school district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs.

### Travel Outside the School District

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

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, other than a credit card receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the superintendent may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

Failure to have a detailed receipt will make the expense a personal expense. Personal expenses, including mileage, in excess of that required for the trip are reimbursed by the employee to the school district no later than 10 working days following the date of the expense.

Reimbursement for actual and necessary expenses for travel outside the school district will be limited to the pre-approved expenses. Pre-approved expenses for registration are limited to the actual cost of the registration.

Pre-approved expenses for transportation within three-hundred miles of the school district administrative office will be by automobile. If a school district vehicle is not available, the employee will be reimbursed at the mileage rate determined by the board. Pre-approved expenses for transportation outside of three-hundred miles of the school district administrative office may be by public carrier. Reimbursement for air travel will be at the tourist class fares. Should an employee choose to travel by automobile, reimbursement will be limited to the public carrier amount. Pre-approved expenses for transportation in a rental car is limited to the cost of a Class "C" rental car at a medium priced agency unless the number of people traveling on behalf of the school district warrants a larger vehicle.

Approved December 13, 2011    Reviewed <DATE HERE>    Revised

## EMPLOYEE TRAVEL COMPENSATION

### Travel Within the School District

Employees required to travel in their personal vehicle between school district buildings to carry out the duties of their position may be reimbursed at the mileage rate determined by the board. It is the responsibility of the superintendent to approve travel within the school district by employees. It is the responsibility of the board to review the travel within the school district by the superintendent through the board's audit and approval process.

Employees who are allowed an in-school district travel allowance will have the amount of the allowance actually received during each calendar year included on the employee's W-2 form as taxable income according to the Internal Revenue Code.

The superintendent is responsible for developing administrative regulations regarding actual and necessary expenses, in-school district travel allowances and assignment of school district vehicles. The administrative regulations will include the appropriate forms to be filed for reimbursement to the employee from the school district and the procedures for obtaining approval for travel outside of and within the school district.

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EMPLOYEE TRAVEL COMPENSATION/MILEAGE

Pre-approved expenses for transportation within three-hundred miles of the school district administrative office will be by automobile. If a school district vehicle is not available, the employee will be reimbursed at the federal reimbursement rate on July 1<sup>st</sup> of that fiscal year. The superintendent may allow an employee to drive their own vehicle and receive reimbursement in certain situations. Pre-approved expenses for transportation outside of three-hundred miles of the school district administrative office may be by public carrier. Reimbursement for air travel will be at the tourist class rates. Should an employee choose to travel by automobile, reimbursement will be limited to the public carrier amount. Pre-approved expenses for transportation in a rental car is limited to the cost of a Class "C" rental car at a medium priced agency unless the number of people traveling on behalf of the school district warrants a larger vehicle.

Approved August 8, 2016

Reviewed <DATE HERE>

Revised August 8, 2016

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## EMPLOYEE CREDIT CARDS

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

Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt will make the employee responsible for expenses incurred. Those expenses are reimbursed to the school district no later than ten working days following use of the school district's credit card. In exceptional circumstances, the superintendent or board may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

The school district may maintain a school district credit card for actual and necessary expenses incurred by employees and officers in the performance of their duties. The superintendent may maintain a school district credit card for actual and necessary expenses incurred in the performance of the superintendent's duties. The transportation director may maintain a school district credit card for fueling school district transportation vehicles in accordance with board policy.

It is the responsibility of the superintendent to determine whether the school district credit card use is for appropriate school business. It is the responsibility of the board to determine through the audit and approval process of the board whether the school district credit card use by the superintendent and the board is for appropriate school business.

If an employee or officer uses a school district credit card for personal purchases/transactions in violation of this policy, the cost of such purchases/transactions will be the financial responsibility of that employee or officer and the employee or officer will be expected to reimburse the district for the full amount of the unauthorized purchase/transaction. In addition to financial responsibility for any purchases/transactions an employee makes with a company credit card in violation of this policy, such actions may result in revocation of card privileges and/or disciplinary or other legal action, depending upon the severity and nature of the offense.

Approved December 13, 2011

Reviewed Nov. 21, 2011

Revised <DATE HERE>

RECOGNITION FOR SERVICE OF EMPLOYEES

The board recognizes and appreciates the service of its employees. Employees who retire or resign may be honored by the board, administration and staff in an appropriate manner.

If the form of honor thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent will seek prior approval from the board.

Approved December 13, 2011    Reviewed <DATE HERE>    Revised

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## 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.

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.

Approved Feb. 27, 2012

Reviewed <DATE HERE>

Revised Feb. 13, 2012

EMPLOYEE TUTORING

Every effort will be made by the licensed employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by licensed employees may be approved by the superintendent.

Licensed employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the superintendent. Licensed employees may only tutor students to the extent permitted by any state or federal laws or state or federal regulatory agencies, including the Iowa Board of Educational Examiners.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

Approved Feb. 27, 2012

Reviewed <DATE HERE>

Revised

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EMPLOYEE PUBLICATION OR CREATION OF MATERIALS

Materials and/or products created by employees and the financial gain therefrom are the sole and exclusive property of the school district if any school funding, school materials, or school time were used in their creation and/or if such materials were created in the scope of the employee's employment. The employee must seek prior written approval of the superintendent concerning such activities.

Approved Feb. 27, 2012

Reviewed Feb. 13, 2012

Revised < DATE HERE >

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EMPLOYEE POLITICAL ACTIVITY

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

Violation of this policy may be grounds for disciplinary action, up to and including termination.

Approved December 13, 2011

Reviewed Nov. 21, 2011

Revised <DATE HERE>

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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.

Approved Dec 13, 2011

Reviewed Nov. 21, 2011

Revised <DATE HERE>

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RELEASE OF CREDIT INFORMATION

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

It is the responsibility of the board secretary or superintendent to respond to inquiries from creditors.

Approved January 23, 2012

Reviewed <DATE HERE>

Revised

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CHILD ABUSE REPORTING

In compliance with state law and to provide protection to victims of child abuse, the board believes incidents of alleged child abuse should be reported to the proper authorities. Employees are encouraged, and licensed employees are required as mandatory reporters, to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter will orally or in writing notify the Iowa Department of Human Services. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified. Within forty-eight hours of the oral report, the mandatory reporter will file a written report with the Iowa Department of Human Services.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse, or submit evidence they've taken the course within the previous five years. The course will be retaken at least every five years.

Approved Jan. 23, 2012

Reviewed <DATE HERE>

Revised Jan. 9, 2012

SS

## CHILD ABUSE REPORTING REGULATION

Iowa law requires licensed employees to report to the Iowa Department of Human Services (DHS) instances of suspected child abuse which they become aware of within the scope of their professional duties.

The law further specifies that a licensed employee who is a mandatory reporter who knowingly or willfully fails to report a suspected case of child abuse is guilty of a simple misdemeanor and that the licensed employee may be subject to civil liability for damages caused by the failure to report.

Employees participating in good faith in the making of a report or in a judicial proceeding that may result from the report, are immune from liability.

### Child Abuse Defined

“Child abuse“ is defined as:

- Any non-accidental physical injury, or injury which is at variance with the history given of it, suffered by a child as the result of the acts or omissions of a person responsible for the care of the child.
- Any mental injury to a child’s intellectual or psychological capacity as evidenced by an observable and substantial impairment in the child’s ability to function within the child’s normal range of performance and behavior as the result of the acts or omissions of a person responsible for the care of the child, if the impairment is diagnosed and confirmed by a licensed physician or qualified mental health professional as defined by Iowa law.
- The commission of a sexual offense with or to a child pursuant to Iowa law, as a result of the acts or omissions of the person responsible for the care of the child.
- The failure on the part of a person responsible for the care of a child to provide for the adequate food, shelter, clothing or other care necessary for the child’s health and welfare when financially able to do so or when offered financial or other reasonable means to do so. A parent or guardian legitimately practicing religious beliefs who does not provide specified medical treatment for a child for that reason alone shall not be considered abusing the child.
- The acts or omissions of a person responsible for the care of a child which allow, permit, or encourage the child to engage in acts of prostitution.
- An illegal drug is present in a child’s body as a direct and foreseeable consequence of the acts or omissions of the person responsible for the care of the child.
- The person responsible for the care of a child has, in the presence of the child, manufactured a dangerous substance, or in the presence of the child possesses a product containing ephedrine, its salts, optical isomers, salts of optical isomers, or pseudoephedrine, its salts, optical isomers, salts of optical isomers, with the intent to use the product as a precursor or an intermediary to a dangerous substance.
- The commission of bestiality in the presence of a minor by a person who resides in a

home with a child, as a result of the acts or omissions of a person responsible for the care of the child.

- Knowingly allowing a person custody or control of, or unsupervised access to a child or minor, after knowing the person is required to register or is on the sex offender registry.

Teachers in public schools are not “persons responsible for the care of the child“ under this definition. However, a teacher who abuses a child is subject to civil, criminal, and professional sanctions.

### Reporting Procedures

Licensed employees, including teachers and school nurses, are required to report, either orally or in writing, within twenty-four hours to the Iowa Department of Human Services (DHS) when the employee reasonably believes a child has suffered from abuse within the scope of employment. Within forty-eight hours of an oral report, a written report must be filed with DHS.

Each report should contain as much of the following information as can be obtained within the time limit. However, the law specifies a report will be considered valid even if it does not contain all of the following information:

- name, age, and home address of the child;
- name and home address of the parents, guardians or other persons believed to be responsible for the care of the child;
- the child’s present whereabouts if not the same as the parent’s or other person’s home address;
- description of injuries, including evidence of previous injuries;
- name, age, and condition of other children in the same home;
- any other information considered helpful; and,
- name and address of the person making the report.

It is not the responsibility of employees to prove that a child has been abused or neglected. Employees should not take it upon themselves to investigate the case or contact the family of the child. DHS is responsible for investigating the incident of alleged abuse.

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## ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

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

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

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

The superintendent is responsible for drafting administrative regulations to implement this policy.

Approved January 23, 2012

Reviewed Jan. 9, 2012

Revised <DATE HERE>

## ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

An individual who has knowledge an employee has physically or sexually abused a student may immediately report it to the school district's Level I investigator. "Employee" means one who works for pay or as a volunteer under the direction and control of the school district. The report is written, signed and witnessed by a person of majority age. The witness may be the Level I investigator. The reporter is the individual filing the report.

The report will contain the following:

- The full name, address, and telephone number of the person filing.
- The full name, age, address, and telephone number, and attendance center of the student.
- The name and place of employment of the employee who allegedly committed the abuse.
- A concise statement of the facts surrounding the incident, including date, time, and place of occurrence, if known.
- A list of possible witnesses by name, if known.
- Names and locations of persons who examined, counseled or treated the student for the alleged abuse, including the dates on which those services were provided, if known.

Upon request, the Level I investigator may assist the reporter in completing the report. An incomplete report will not be rejected unless the missing information would render the investigation futile or impossible. An employee receiving a report of alleged abuse of a student by an employee will pass the report to the investigator and will keep the report confidential to the maximum extent possible.

In order for the school district to have jurisdiction over the acts and to constitute a violation of the law, acts of the employee must be alleged to have occurred on school grounds, on school time, at a school-sponsored activity, or in a school-related context. However, the student need not be a student in the school district. The student can be from another school district.

To be investigable, the written report must include basic information showing that the victim of the alleged abuse is or was a student at the time of the incident, that the alleged act of the employee resulted in injury or otherwise meets the definition of abuse in these rules, and that the person responsible for the act is currently an employee. If the report is not investigable due to lack of jurisdiction, the investigator will dismiss the complaint and inform the reporter of other options available. Other options available to the reporter include contacting law enforcement authorities, private counsel, or the Board of Educational Examiners in the case of a licensed employee.

If the Level I investigator believes the student is in imminent danger if continued contact is permitted between the employee and the student, the Level I investigator may:

- temporarily remove the student from contact with the employee;
- temporarily remove the employee from service; or,
- take other appropriate action to ensure the student's safety.

The Level I investigator will have access to the educational records of the student and access to the student for purposes of interviewing the student about the report.

Any Level I investigation shall follow all applicable Iowa laws and regulations.

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ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Complaint of Injury to or Abuse of a Student by a School District Employee

Please complete the following as fully as possible. If you need assistance, contact the Level I investigator in your school.

Student's name and address:

\_\_\_\_\_

\_\_\_\_\_

Student's telephone no.:

\_\_\_\_\_

Student's school:

\_\_\_\_\_

Name and place of employment of employee accused of abusing student:

\_\_\_\_\_

\_\_\_\_\_

Allegation is \_\_\_\_\_ Physical abuse \_\_\_\_\_ sexual abuse\*  
of \_\_\_\_\_

Please describe what happened. Include the date, time and where the incident took place, if known. If physical abuse is alleged, also state the nature of the student's injury:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Were there any witnesses to the incident or are there students or persons who may have information about this incident? \_\_\_\_\_yes \_\_\_\_\_no

If yes, please list by name, if known, or classification (for example "third grade class," "fourth period geometry class"):

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\*Parents of children who are in pre-kindergarten through sixth grade and whose children are the alleged victims of or witnesses to sexual abuse have the right to see and hear any interviews of their children in this investigation. Please indicate "yes" if the parent/guardian wishes to exercise this right:

\_\_\_\_ Yes    \_\_\_\_ No    Telephone Number \_\_\_\_\_

Has any professional person examined or treated the student as a result of the incident?  
\_\_\_\_yes    \_\_\_\_no    \_\_\_\_unknown

If yes, please provide the name and address of the professional(s) and the date(s) of examination or treatment, if known

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Has anyone contacted law enforcement about this incident?    \_\_\_\_yes    \_\_\_\_no

Please provide any additional information you have which would be helpful to the investigator. Attach additional pages if needed.

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Your name, address and telephone number:

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Relationship to student:

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Complainant Signature

Witness Signature

Date

Witness Name (please print)

Witness Address



Be advised that you have the right to contact the police or sheriff's office, the county attorney, a private attorney, or the State Board of Educational Examiners (if the accused is a licensed employee) for investigation of this incident. The filing of this report does not deny you that opportunity.

You will receive a copy of this report (if you are the named student's parent or guardian) and a copy of the Investigator's Report within fifteen calendar days of filing this report unless the investigation is turned over to law enforcement.

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ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Report of Level I Investigation

Student's name: \_\_\_\_\_

Student's age: \_\_\_\_\_ Student's grade: \_\_\_\_\_

Student's address: \_\_\_\_\_

Student's school: \_\_\_\_\_

Name of accused school employee: \_\_\_\_\_ Building: \_\_\_\_\_

Name and address of person filing report: \_\_\_\_\_

Name and address of student's parent or guardian, if different from person filing report: \_\_\_\_\_

Date report of abuse was filed: \_\_\_\_\_

Allegation is of \_\_\_\_\_ Physical abuse \_\_\_\_\_ sexual abuse\*

Describe the nature, extent and cause of the student's injury, if any and if known: (Attach additional pages if needed).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Describe your investigation: Attach additional pages if needed. (Please do not use student witnesses' full names.)

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\*Were parent(s) or guardian(s) advised of their right to see and hear any interview of their pre-kindergarten through sixth grade children who are alleged victims of or a witness in a sexual abuse investigation?

\_\_\_ Yes \_\_\_ No Was the right exercised? \_\_\_ Yes \_\_\_ No

Were audio tapes made of any interviews? \_\_\_yes \_\_\_no

Were video tapes made of any interviews? \_\_\_yes \_\_\_no

Was any action taken to protect the student during or as a result of the investigation? \_\_\_yes \_\_\_no

If yes, describe:

\_\_\_ student excused from school \_\_\_ school employee placed on  
leave

\_\_\_ student assigned to different class \_\_\_ other (please specify)

Level I investigator's conclusions:

\_\_\_ **The complaint is being dismissed for lack of jurisdiction.**

\_\_\_ Physical abuse was alleged, but no allegation of injury was made.

\_\_\_ Physical abuse was alleged, but no evidence of physical injury exists and the nature of the alleged incident makes it unlikely an injury, as defined in the rules, occurred.

\_\_\_ Sexual abuse was alleged, but the alleged actions of the school employee, even if true, would not meet the definition of sexual abuse in the rules.

\_\_\_ Alleged victim was not a student at the time of the incident.

\_\_\_ Alleged school employee is not currently employed by this school district.

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Alleged incident did not occur on school grounds, on school time, at a school-sponsored activity, nor in a school-related context.

**The complaint has been investigated and concluded at Level I as unfounded.**

Complaint was withdrawn.

Insufficient evidence exists that an incident of abuse, as defined in the rules, took place.

**The complaint has been investigated at Level I and is founded.**

The investigation is founded at Level I and is being turned over to Level II for further investigation.

Investigation of the complaint was deferred at Level I and referred to law enforcement at this time.

The investigation is concluded at Level I because the accused school employee has admitted the violation, has resigned, or has agreed to relinquish any teaching license held.

Current status of investigation:

Closed. No further investigation is warranted.

Closed and referred to school officials for further investigation as a personnel matter.

Deferred to law enforcement officials.

Turned over to Level II investigator.

Other comments: \_\_\_\_\_

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I have given a copy of the report of abuse and of this investigative report to the employee named in the report, the employee's supervisor, and the student's parent or guardian and informed the person filing the report of the options of contacting law enforcement, private counsel, or the State Board of Educational Examiners, if the accused school employee holds an Iowa teacher's certificate or license.

\_\_\_\_\_  
Name of investigator (please print)

\_\_\_\_\_  
Investigator's place of employment

\_\_\_\_\_  
Signature of investigator

\_\_\_\_\_  
Date

6/6

## GIFTS TO EMPLOYEES

Employees may receive a gift on behalf of the school district. Employees will not, either directly or indirectly, solicit, accept or receive any gift, series of gifts or an honorarium unless the donor does not meet the definition of “restricted donor” stated below or the gift or honorarium does not meet the definition of gift or honorarium stated below.

A “restricted donor” is defined as a person or other entity which:

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

A “gift” is the giving of anything of value in return for which something of equal or greater value is not given or received. However, “gift” does not include any of the following:

- Contributions to a candidate or a candidate’s committee;
- Information material relevant to an employee’s official function, such as books, pamphlets, reports, documents, periodicals or other information that is recorded in a written, audio or visual format;
- Anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as an agent or intermediary for another person not so related;
- An inheritance;
- Anything available or distributed to the general public free of charge without regard to the official status of the employee;
- Items received from a charitable, professional, educational or business organization to which the employee belongs as a dues paying member if the items are given to all members of the organization without regard to an individual member’s status or positions held outside of the organization and if the dues paid are not inconsequential when compared to the items received;
- Actual expenses of an employee for food, beverages, travel and lodging for a meeting, which is given in return for participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;

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## GIFTS TO EMPLOYEES

- Plaques or items of negligible resale value given as recognition for public service;
- Nonmonetary items with a value of less than three dollars that are received from any one donor during one calendar day;
- Items or services solicited or given to a state, national or regional organization in which the state of Iowa or a school district is a member for purposes of a business or educational conference, seminar or other meeting or solicited by or given for the same purposes to state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees for purposes of a business or educational conference, seminar or other meeting;
- Items or services received by members or representatives of members as part of a regularly scheduled event that is part of a business or educational conference, seminar or other meeting that is sponsored and directed by any state, national or regional government organization in which the state of Iowa or a political subdivision of the state of Iowa is a member or received at such an event by members or representatives of members of state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees;
- Funeral flowers or memorials to a church or nonprofit organization;
- Gifts which are given to an employee for the employee's wedding or twenty-fifth or fiftieth wedding anniversary;
- Payment of salary or expenses by the school district for the cost of attending a meeting of a subunit of an agency when the employee whose expenses are being paid serves on a board, commission, committee, council or other subunit of the agency and the employee is not entitled to receive compensation or reimbursement of expenses from the school district for attending the meeting; or
- Gifts other than food, beverages, travel and lodging received by an employee which are received from a person who is a citizen of a country other than the United States and is given during a ceremonial presentation or as a result of a custom of the other country and is of personal value only to the employee.
- Actual registration costs for informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions. The costs of food, drink, lodging and travel are not "registration costs" under this paragraph. Meetings or sessions which a public official or public employee attends for personal or professional licensing purposes are not "informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions" under this paragraph.

## GIFTS TO EMPLOYEES

An “honorarium” is anything of value that is accepted by, or on behalf of, an employee as consideration for an appearance, speech or article. An honorarium does not include any of the following:

- Actual expenses of an employee for registration, food, beverages, travel or lodging for a meeting, which is given in return for participation in a panel or speaking engagement at a meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
- A nonmonetary gift or series of nonmonetary gifts donated within thirty days to a public body, an educational or charitable organization or the Iowa department of general services; or
- A payment made to an employee for services rendered as part of a private business, trade or profession in which the employee is engaged if the payment is commensurate with the actual services rendered and is not being made because of the person’s status as an employee of the district, but, rather, because of some special expertise or other qualification.

It is the responsibility of each employee to know when it is appropriate to accept or reject gifts or an honorarium. An employee who violates this policy may be subject to disciplinary action up to and including termination.

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EMPLOYEE OUTSIDE EMPLOYMENT

The primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board considers an employee's duties as part of a regular, full-time position as full-time employment. The board expects such employees to give the responsibilities of their positions in the school district precedence over any other employment.

It is the responsibility of the superintendent to counsel employees, whether full-time or part-time, if, in the judgment of the superintendent and the employee's immediate supervisor, the employee's outside employment interferes with the performance of the employee's duties required in the employee's position within the school district.

The board may request the employee to cease the outside employment as a condition of continued employment with the school district. If an employee is on leave from his/her position in the school district and is engaged in outside employment, the board may request the employee to cease the outside employment, provided such request is reasonable.

Approved January 23, 2012

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Revised <DATE HERE>



## EMPLOYEE PHYSICAL EXAMINATIONS

Employees may be required to submit to a pre-employment physical examination after an offer of employment has been made and before the beginning of service. The district will provide the standard examination form to be completed by an appropriately licensed health care provider who performs the physical examination. A written report of the physical examination shall be submitted to the district. The date by which any such physical examination report shall be submitted to the district shall be determined by the superintendent, but in no case shall be any less than five (5) business days prior to the first working day.

Bus drivers will be examined using all applicable state and federal criteria at the beginning of employment and every two (2) years thereafter.

Fitness-for-duty examinations may be required following an absence from work due to illness, if there is a reasonable belief that the employee is unable to perform the essential functions of the job, or if there is a reasonable belief that the employee poses a direct threat to the employee or others because of a health condition. A direct threat occurs when an individual poses a significant risk of substantial harm to him/herself or others, and the risk cannot be reduced below the direct threat level through reasonable accommodations. The district also reserves the right to request additional physical or mental evaluation as deemed by a licensed physician for job performance.

The cost of the initial physical examination will be paid by the employee. The cost of bus driver renewal physicals will be paid by the district up to a maximum set by the district provider.

The requirements stated in the master contract between employees in that collective bargaining unit and the board regarding physical examinations of such employees shall be followed.

Approved Feb. 13, 2012

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Revised <DATE HERE>

EMPLOYEE INJURY ON THE JOB

When an employee becomes seriously injured on the job, the employee's supervisor will attempt to notify a member of the family, or an individual of close relationship, as soon as the employee's supervisor becomes aware of the injury.

If possible, an employee may administer emergency or minor first aid. An injured employee will be turned over to the care of the employee's family or qualified medical employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

It is the responsibility of the employee injured on the job to inform the superintendent within twenty-four (24) hours of the occurrence. It is the responsibility of the employee's immediate supervisor to file an accident report within twenty-four (24) hours after the employee reported the injury. An employee who fails to follow this policy may be subject to disciplinary action up to and including termination.

It is the responsibility of the board secretary to file worker's comp claims.

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Reviewed Jan. 23, 2012

Revised <DATE HERE>

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## COMMUNICABLE DISEASES - EMPLOYEES

Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a direct threat and/or a substantial risk of illness or transmission to students or other employees. The term “communicable disease” will mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law. A “direct threat” occurs when an individual poses a significant risk of substantial harm to him/herself or others, and the risk cannot be reduced below the direct threat level through reasonable accommodations.

Prevention and control of communicable diseases is included in the school district’s bloodborne pathogens exposure control plan. The procedures will include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping. This plan is reviewed annually by the superintendent and school nurse.

An employee shall notify the superintendent or the school nurse when the employee learns a communicable disease exists. It shall be the responsibility of the superintendent, when the superintendent or school nurse, upon investigation, has knowledge that a reportable communicable disease is present, to notify the Iowa Department of Public Health.

The health risk to immunodepressed employees is determined by their personal physician. The health risk to others in the school district environment from the presence of an employee with a communicable disease is determined on a case-by-case basis by the employee’s personal physician, a physician chosen by the school district or public health officials.

Health data of an employee is confidential and it will not be disclosed to third parties. Employee medical records are kept in a file separate from their personal file.

It is the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

Approved Feb. 13, 2012

Reviewed Jan. 23, 2012

Revised <DATE HERE>

## UNIVERSAL PRECAUTIONS REGULATION

Universal precautions (UP) are intended to prevent transmission of infection, as well as decrease the risk of exposure for employees and students. It is not currently possible to identify all infected individuals, thus precautions must be used with every individual. UP pertain to blood and other potentially infectious materials (OPIM) containing blood. These precautions do not apply to other body fluids and wastes (OBFW) such as saliva, sputum, feces, tears, nasal secretions, vomitus and urine unless blood is visible in the material. However, these OBFW can be sources of other infections and should be handled as if they are infectious.

The single most important step in preventing exposure to and transmission of any infection is anticipating potential contact with infectious materials in routine as well as emergency situations. Based on the type of possible contact, employees and students should be prepared to use the appropriate precautions prior to the contact. Diligent and proper hand washing, the use of barriers, appropriate disposal of waste products and needles, and proper decontamination of spills are essential techniques of infection control. All individuals should respond to situations practicing UP followed by the activation of the school response team plan. Using common sense in the application of these measures will enhance protection of employees and students.

### **Hand Washing**

Proper hand washing is crucial to preventing the spread of infection. Textured jewelry on the hands or wrists should be removed prior to washing and kept off until completion of the procedure and the hands are rewashed. Use of running water, lathering with soap and using friction to clean all hand surfaces is key. Rinse well with running water and dry hands with paper towels.

The following are general guidelines regarding hand washing:

- Hands should be washed before physical contact with individuals and after contact is completed.
- Hands should be washed after contact with any used equipment.
- If hands (or other skin) come into contact with blood or body fluids, hands should be washed immediately before touching anything else.
- Hands should be washed whether gloves are worn or not and, if gloves are worn, after the gloves are removed.

## UNIVERSAL PRECAUTIONS REGULATION

### **Barriers**

Barriers anticipated to be used at school include disposable gloves, absorbent materials and resuscitation devices. Their use is intended to reduce the risk of contact with blood and body fluids as well as to control the spread of infectious agents from individual to individual. Gloves should be worn when in contact with blood, OPIM or OBFW. Gloves should be removed without touching the outside and disposed of after each use.

### **Disposal of Waste**

Blood, OPIM, OBFW, used gloves, barriers and absorbent materials should be placed in a plastic bag and disposed of in the usual procedure. When the blood or OPIM is liquid, semi-liquid or caked with dried blood, it is not absorbed in materials, and is capable of releasing the substance if compressed, special disposal as regulated waste is required. A band-aid, towel, sanitary napkin or other absorbed waste that does not have the potential of releasing the waste if compressed would not be considered regulated waste. It is anticipated schools would only have regulated waste in the case of a severe incident. Needles, syringes and other sharp disposable objects should be placed in special puncture-proof containers and disposed of as regulated waste. Bodily wastes such as urine, vomitus or feces should be disposed of in the sanitary sewer system.

### **Clean up**

Spills of blood and OPIM should be cleaned up immediately. The employee should:

- Wear gloves.
- Clean up the spill with paper towels or other absorbent material.
- Use a solution of one part household bleach to one hundred parts of water (1:100) or other EPA-approved disinfectant and use it to wash the area well.
- Dispose of gloves, soiled towels and other waste in a plastic bag.
- Clean and disinfect reusable supplies and equipment.

### **Laundry**

Laundry with blood or OPIM should be handled as little as possible with a minimum of agitation. It should be bagged at the location. If it has the potential of releasing the substance when compacted, regulated waste guidelines should be followed. Employees who have contact with this laundry should wear protective barriers.

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## UNIVERSAL PRECAUTIONS REGULATION

### **Exposure**

An exposure to blood or OPIM through contact with broken skin, mucous membrane or by needle or sharp stick requires immediate washing, reporting and follow-up.

- Always wash the exposed area immediately with soap and water.
- If a mucous membrane splash (eye or mouth) or exposure of broken skin occurs, irrigate or wash the area thoroughly.
- If a cut or needle stick injury occurs, wash the area thoroughly with soap and water.

The exposure should be reported immediately, the parent or guardian is notified, and the person exposed contacts a physician for further health care.

## HAZARDOUS CHEMICAL DISCLOSURE

The board authorizes the development of a comprehensive hazardous chemical communication program for the school district to disseminate information about hazardous chemicals in the workplace.

Each employee will annually review information about hazardous substances in the workplace. When a new employee is hired or transferred to a new position or work site, the information and training, if necessary, is included in the employee's orientation. When an additional hazardous substance enters the workplace, information about it is distributed to all employees, and training is conducted for the appropriate employees. The superintendent will maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

Employees who will be instructing or otherwise working with students will disseminate information about the hazardous chemicals with which they will be working as part of the instructional program.

It is the responsibility of the superintendent to develop administrative regulations regarding this program.

Approved February 13, 2012      Reviewed <DATE HERE>      Revised



SUBSTANCE-FREE WORKPLACE

The board expects the school district and its employees to remain substance free. No employee will unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law.

“Workplace” includes school district facilities, school district premises or school district vehicles. “Workplace” also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is charged with and/or convicted of a violation of any criminal drug or alcohol offense, the employee will notify the employee’s supervisor of the charge and/or conviction within five (5) days of the charge and/or conviction.

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

The superintendent is responsible for publication and dissemination of this policy to each employee. In addition, the superintendent will oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy.

Approved February 13, 2012

Reviewed Jan. 23, 2012

Revised <DATE HERE>



## SUBSTANCE-FREE WORKPLACE REGULATION

A superintendent who suspects an employee has a substance abuse problem will follow these procedures:

1. **Identification** - the superintendent will document the evidence the superintendent has which leads the superintendent to conclude the employee has violated the Substance-Free Workplace policy. After the superintendent has determined there has been a violation of the Substance-Free Workplace policy, the superintendent will discuss the problem with the employee.
2. **Discipline** - if, after the discussion with the employee, the superintendent determines there has been a violation of the Substance-Free Workplace policy, the superintendent may recommend discipline up to and including termination or may recommend the employee seek substance abuse treatment. Participation in a substance abuse treatment program is voluntary.
3. **Failure to participate in referral** – if the employee refuses to participate in a substance abuse treatment program or if the employee does not successfully complete a substance abuse treatment program, the employee may be subject to discipline up to and including termination.
4. **Conviction** - if an employee is convicted of a criminal drug offense committed in the workplace, the employee must notify the employer of the conviction within five days of the conviction.

SUBSTANCE-FREE WORKPLACE NOTICE TO EMPLOYEES

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Substance-Free Workplace policy for an employee to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcohol, as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 124.

“Workplace” is defined as the site for the performance of work done in the capacity as a employee. This includes school district facilities, other school premises or school district vehicles. “Workplace” also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

The superintendent retains the discretion to discipline an employee for violation of the Substance-Free Workplace policy. Employees who violate the terms of the Substance-Free Workplace policy may be required to successfully participate in a substance abuse treatment program approved by the board. If the employee fails to successfully participate in such a program, the employee is subject to discipline up to and including termination.

EMPLOYEES ARE FURTHER NOTIFIED it is a condition of their continued employment that they comply with the above policy of the school district and will notify their supervisor of their conviction of any criminal drug or alcohol statute no later than five (5) days after the conviction.

SUBSTANCE-FREE WORKPLACE ACKNOWLEDGMENT FORM

I, \_\_\_\_\_, have read and understand the Substance-Free Workplace policy. I understand that if I violate the Substance-Free Workplace policy, I may be subject to discipline up to and including termination or I may be required to participate in a substance abuse treatment program. If I fail to successfully participate in a substance abuse treatment program, I understand I may be subject to discipline up to and including termination. I understand that if I am required to participate in a substance abuse treatment program and I refuse to participate, I may be subject to discipline up to and including termination. I also understand that if I am convicted of a criminal drug offense committed in the workplace, I must report that conviction to my supervisor within five days of the conviction.

\_\_\_\_\_  
(Signature of Employee) (Date)

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## DRUG AND ALCOHOL TESTING PROGRAM

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

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing pursuant to state and federal law. Employees operating school vehicles will not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations.

Employees who violate the terms of this policy are subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy in compliance with the law. The superintendent will inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment.

The superintendent will also be responsible for publication and dissemination of this policy and its supporting administrative regulations and forms to employees operating school vehicles. The superintendent will also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

Employees with questions about the drug and alcohol testing program may contact the school district contact person, the school nurse at Inman Primary School, 900 Inman Drive, Red Oak, IA 51566, OR the superintendent of schools at the Red Oak Administrative Center, Tech Bldg., 2011 N 8<sup>th</sup> Street, Red Oak, IA 51566.

Approved Feb. 13, 2012

Reviewed Jan. 23, 2012

Revised <DATE HERE>

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DRUG AND ALCOHOL TESTING PROGRAM NOTICE TO EMPLOYEES

EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY ARE HEREBY NOTIFIED they are subject to the school district's drug and alcohol testing program for pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing as outlined in the Drug and Alcohol Testing Program policy, its supporting documents and the law.

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs 26,001 pounds or more. For purposes of the drug and alcohol testing program, "employees" also includes applicants who have been offered a position to operate a school vehicle. The employees operating a school vehicle are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate a school vehicle and continue to be subject to the drug and alcohol testing program until such time employment is terminated or the employee will no longer operate, at any time, a commercial motor vehicle for the school.

It is the responsibility of the superintendent to inform employees of the drug and alcohol testing program requirements. Employees with questions regarding the drug and alcohol testing requirements will contact the school district's contact person.

EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY ARE FURTHER NOTIFIED that employees violating this policy, its supporting documents or the law may be subject to discipline up to and including termination.

EMPLOYEES GOVERNED BY THE DRUG AND ALCOHOL TESTING POLICY ARE FURTHER NOTIFIED it is a condition of their continued employment to comply with the Drug and Alcohol Testing Program policy, its supporting documents, regulations and the law. It is a condition of continued employment for employees operating a school vehicle to notify their supervisor of any prescription medication they are using. Drug and alcohol testing records about a driver are confidential and are released in accordance with this policy, its supporting documents, regulations or the law.

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DRUG AND ALCOHOL PROGRAM PRE-EMPLOYMENT TESTING  
ACKNOWLEDGMENT FORM

I, ( \_\_\_\_\_ ), have received a copy, read and understand the Drug and Alcohol  
Name of Employee  
Testing Program policy of the Red Oak Community School District and its supporting  
documents.

I also understand that I must inform my supervisor of any prescription medication I use.

I understand that if I violate the Drug and Alcohol Testing Program policy, its supporting  
documents, or the law, I may be subject to discipline up to and including termination.

In addition, I have received a copy of the U.S. DOT publication, "What Employees Need to  
Know about DOT Drug & Alcohol Testing," and have read and understand its contents.

Furthermore, I know and understand that I am required to submit to a controlled substance (drug)  
test, the results of which must be received by this employer before being employed by the school  
district and before being allowed to perform a safety-sensitive function. I also understand that if  
the results of the pre-employment test are positive, that I will not be considered further for  
employment with the school district.

I further understand that drug and alcohol testing records and information about me are  
confidential, and may be released at my request or in accordance with the district's drug and  
alcohol testing program policy, its supporting documents or the law.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

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## LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE

Unpaid family and medical leave will be granted up to twelve (12) weeks per year for qualifying leave to assist employees in balancing family and work life. For purposes of this policy, year is defined as a “rolling” twelve (12) month period measured backward from the date of any FMLA leave usage. Requests for family and medical leave will be made to the superintendent.

Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Employees shall be required to complete all necessary Family and Medical Leave Act documentation prior to any leave being approved as family and medical leave. The required documentation shall be as outlined in this policy and as required by the Department of Labor. All documentations and forms shall be available on the district’s website. If the employee fails to complete and return all necessary Family and Medical Leave Act documentation, and the leave is such that would be covered as approved family and medical leave, administration may designate the leave as approved family and medical leave.

The district may require, or employees may request, to run concurrently applicable paid leave during any family and medical leave by meeting the requirements set out in the family and medical leave administrative rules.

The requirements stated in the Master Contract between employees in the various collective bargaining units, if applicable, and the board and/or district regarding family and medical leave of such employees and the requirements stated in any other contract, collective or individual, between any employees and the board and/or district regarding family and medical leave of such employees will be followed. This policy provision, as well as all policy provisions, concerning family and medical leave may be applied differently to classified, non-classified, certified, non-certified and other classifications of employees.

It is the responsibility of the superintendent/designee to develop administrative rules to implement this policy.

Approved Mar. 12, 2012

Reviewed Feb. 27, 2012

Revised <DATE HERE>

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EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

A. School District Notice

1. The school district will post the notice in this series regarding family and medical leave.
2. Information on the Family and Medical Leave Act and the board policy on family and medical leave, including leave provisions and employee obligations will be provided annually. The information will be in the employee handbook.
3. When an employee requests family and medical leave, the school district will provide the employee with information listing the employee's obligations and requirements. Such information will include:
  - a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's annual 12-week entitlement or 26 week entitlement depending on the purpose of the leave;
  - b. a reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so or proof of call to active duty in the case of military family and medical leave;
  - c. an explanation of the employee's right to run concurrently applicable paid leave for family and medical leave including a description of when the school district requires substitution of paid leave and the conditions related to the substitution; and
  - d. a statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

B. Eligible Employees

1. Employees are eligible for family and medical leave if the following criteria are met:
  - a. The employee has worked for the school district for at least twelve (12) months or fifty-two (52) weeks (the months and weeks need not be consecutive); and
  - b. The employee has worked at least 1,250 hours within the previous year. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hour requirement.
2. If the employee requesting leave is unable to meet the above criteria, the employee is not eligible for family and medical leave.



- C. Employee Requesting Leave (two types of leave)
1. Foreseeable family and medical leave
    - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
    - b. Employee must give at least thirty (30) days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty (30) days after notice was received. For those taking leave due to military family and medical leave, notice should be given as soon as possible.
    - c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school district. The scheduling is subject to the approval of the health care provider.
  2. Unforeseeable family and medical leave.
    - a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
    - b. Employee must give notice as soon as possible but no later than one to two work days after learning that leave will be necessary.
    - c. A spouse or family member may give the notice if the employee is unable to personally give notice.
- D. Eligible Family and Medical Leave Determination
1. The following is a list of the acceptable purposes for family or medical leave:
    - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
    - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
    - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition;
    - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;
    - e. Because of a qualifying exigency arising out of the fact that an employee's spouse, son or daughter or 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; or
    - f. Because the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.
  2. The school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family relationship.
  3. Medical certification.
    - a. When required:
      - i. Employees shall be required to present medical certification of the employee's serious health condition and inability to perform the essential functions of the job;
      - ii. Employees shall be required to present medical certification of the family member's serious health condition and that it is medically



- necessary for the employee to take leave to care for the family member; and/or
    - iii. Employees may be required to present certification of the call to active duty when taking military family and medical leave.
  - b. Employee's medical certification responsibilities:
    - i. The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition;
    - ii. The school district may require the employee to obtain a second certification by a health care provider chosen by and paid for by the school district if the school district has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the school district on a regular basis;
    - iii. If the second health care provider disagrees with the first health care provider, then the school district may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the school district and paid for by the school district. This certification or lack of certification is binding upon both the employee and the school district.
  - c. Medical certification will be required fifteen (15) days after family and medical leave begins unless it is impracticable to do so. The school district may request recertification every thirty (30) days. Recertification must be submitted within fifteen (15) days of the school district's request.
  - d. Employees taking military caregiver family and medical leave to care for a family service member cannot be required to obtain a second opinion or to provide recertification.
  - e. Family and medical leave requested for the serious health condition of the employee or to care for a family member with a serious health condition which is not supported by medical certification will be denied until such certification is provided.
  - f. An employee who fails to complete and return all necessary Family and Medical Leave Act documentation may have the leave designated by administration as approved family and medical leave, provided the leave is such that would be covered as approved family and medical leave.

E. Entitlement.

1. Employees are entitled to twelve (12) weeks unpaid family and medical leave per year. Employees taking military caregiver family and medical leave to care for a family service member are entitled to twenty-six (26) weeks of unpaid family and medical leave but only in a single twelve (12) month period.
2. Year is defined as a "rolling" twelve (12) month period measured backward from the date of any FMLA leave usage.
3. If insufficient leave is available, the school district may:
  - a. Deny the leave if entitlement is exhausted;

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- b. Award leave available; and/or
- c. Award leave in accordance with other provisions of board policy or the collective bargaining agreement.

F. Type of Leave Requested.

1. Continuous - employee will not report to work for set number of days or weeks
2. Intermittent - employee requests family and medical leave for separate periods of time.
  - a. Intermittent family and medical leave is available for:
    - i. the birth or adoption of the employee's child, foster care placement subject to agreement by the district;
    - ii. the employee or the employee's parent or child, when medically necessary, is suffering from a serious health condition;
    - iii. a qualifying exigency arising out of the fact that the employee's spouse, the employee's son or daughter, the employee's 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; and/or
    - iv. the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.
  - b. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the school district operation.
  - c. During the period of foreseeable intermittent leave, the school district may move the employee to an alternative position with equivalent pay and benefits. *(For instructional employees, see G below.)*
3. Reduced work schedule - employee requests a reduction in the employee's regular work schedule.
  - a. Reduced work schedule family and medical leave is available for:
    - i. the birth or adoption of the employee's child, foster care placement subject to agreement by the district;
    - ii. the employee or the employee's parent or child, when medically necessary, is suffering from a serious health condition;
    - iii. a qualifying exigency arising out of the fact that the employee's spouse, the employee's son or daughter, the employee's 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; and/or
    - iv. the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.
  - b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.
  - c. During the period of foreseeable reduced work schedule leave, the school district may move the employee to an alternative position with equivalent pay and benefits. *(For instructional employees, see G below.)*

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G. Special Rules for Instructional Employees.

1. Definition - an instructional employee is one whose principal function is to teach and instruct students in a class, a small group or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors and special education assistants.
2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent (20%) of the work days in the leave period may be required to:
  - a. Take leave for the entire period or periods of the planned medical treatment; or
  - b. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.
3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter or spring break.
  - a. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last at least three weeks and the employee would return to work during the last three weeks of the semester if the leave was not continued.
  - b. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks and the employee would return to work during the last two weeks of the semester.
  - c. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
4. The entire period of leave taken under the special rules is credited as family and medical leave. The school district will continue to fulfill the school district's family and medical leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's family and medical leave entitlement ends before the involuntary leave period expires.

H. Employee responsibilities while on family and medical leave.

1. Employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless employee elects not to continue the benefits while on FMLA leave.

2. The employee contribution payments will be deducted from any money owed to the employee or the employee will reimburse the school district by delivery of cash or check to the employer's business office by the first day of the month in which premiums are due to the carrier.
3. An employee who fails to make the health care contribution payments within thirty (30) days after they are due will be notified that their coverage may be canceled if payment is not received within an additional fifteen (15) days.
4. An employee may be asked to re-certify the medical necessity of family and medical leave for the serious medical condition of an employee or family member once every thirty (30) days and return the certification within fifteen (15) days of the request.
5. The employee must notify the school district of the employee's intent to return to work at least once each month during their leave and at least two (2) weeks prior to the conclusion of the family and medical leave.
6. If an employee intends not to return to work, the employee must immediately notify the school district, in writing, of the employee's intent not to return. The school district will cease benefits upon receipt of this notification.

I. Use of paid leave for family and medical leave.

1. The district may require, or an employee may request, their unpaid family and medical leave run concurrently with applicable paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement, as outlined in the family and medical leave administrative rules. When the district determines that paid leave is being taken for an FMLA reason, the district will notify the employee within two (2) business days that the paid leave will be counted as FMLA leave.
2. The district may require, or an employee may request, to run concurrently paid sick and/or personal leave with unpaid FMLA leave for the serious health condition of the employee only. Upon the expiration of paid leave, the FMLA leave for the serious health condition of the employee is unpaid.
3. The district may require, or an employee may request, to run concurrently paid family sick leave and personal leave with unpaid FMLA leave for the serious health condition of an employee's family member. Upon the expiration of paid leave, the FMLA leave for the serious health condition of an employee's family member is unpaid.
4. The district may require or an employee may request to run concurrently paid sick leave/family illness leave with their unpaid FMLA leave for the birth of their child as follows: a mother may run concurrently her available paid sick leave for so long as her health care provider certifies that she is unable to perform the essential functions of her job/has a serious health condition; a mother may run concurrently her available paid family illness leave for so long as a health care provider certifies that her newborn infant has a serious health condition; and a spouse may run concurrently his/her available paid family illness leave for so long as a health care provider certifies that the employee is needed to care for the mother who has a serious health condition or child who has a serious health

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condition. Upon the expiration of paid leave, the FMLA leave for the birth of a child or for the placement of a child for adoption or foster care is unpaid.

5. The district may require, or an employee may request, to run concurrently available paid personal leave with their unpaid FMLA leave for the birth of their child or for placement with the employee of a child for adoption or foster care. Upon the expiration of paid leave, the FMLA leave for the birth of a child or for the placement of a child for adoption or foster care is unpaid.

## EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

Active Duty - duty under a call or order to active duty under a provision of law referring to in section 101(a)(13) of title 10, U.S. Code.

Common Law Marriage - according to Iowa law, common law marriages exist when there is a present intent by the two parties to be married, continuous cohabitation, and a public declaration that the parties are husband and wife. There is no time factor that needs to be met in order for there to be a common law marriage.

Contingency Operation - has the same meaning given such term in section 101(a)(13) of title 10, U.S. Code.

Continuing Treatment - a serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
  - treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or
  - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
  - requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
  - continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than

three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Covered Servicemember - a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Eligible Employee - the district has more than 50 employees on the payroll at the time leave is requested. The employee has worked for the district for at least twelve months and has worked at least 1250 hours within the previous year.

Essential Functions of the Job - those functions which are fundamental to the performance of the job. It does not include marginal functions.

Employment Benefits - all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an “employee benefit plan.”

Family Member - individuals who meet the definition of son, daughter, spouse or parent.

Group Health Plan - any plan of, or contributed to by, an employer (including a self-insured plan) to provide health care (directly or otherwise) to the employer’s employees, former employees, or the families of such employees or former employees.

Health Care Provider-

- A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; and
- Nurse practitioners and nurse-midwives, and clinical social workers who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; and
- Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts;
- Any health care provider from whom an employer or a group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits;
- A health care provider as defined above who practices in a country other than the United States who is licensed to practice in accordance with the laws and regulations of that country.

In Loco Parentis - individuals who had or have day-to-day responsibilities for the care and financial support of a child not their biological child or who had the responsibility for an employee when the employee was a child.

Incapable of Self-Care - that the individual requires active assistance or supervision to provide daily self-care in several of the “activities of daily living” or “ADLs.” Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

Instructional Employee - an employee employed principally in an instructional capacity by an educational agency or school whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, nor auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

Intermittent Leave - leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave or periods from an hour or more to several weeks.

Medically Necessary - certification for medical necessity is the same as certification for serious health condition.

“Needed to Care For” - the medical certification that an employee is “needed to care for” a family member encompasses both physical and psychological care. For example, where, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety or is unable to transport himself or herself to medical treatment. It also includes situations where the employee may be needed to fill in for others who are caring for the family member or to make arrangements for changes in care.

Next of Kin - an individual’s nearest blood relative

Outpatient Status - the status of a member of the Armed Forces assigned to one of the following:

- either a military medical treatment facility as an outpatient; or,
- a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent - a biological parent or an individual who stands in loco parentis to a child or stood in loco parentis to an employee when the employee was a child. Parent does not include parent-in-law.

Physical or Mental Disability - a physical or mental impairment that substantially limits one or more of the major life activities of an individual.



Reduced Leave Schedule - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Serious Health Condition - An illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from), or any subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes:
  - A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders or, or on referral by, a health care provider; or
    - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - Any period of incapacity due to pregnancy or for prenatal care.
  - Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
    - Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
    - Continues over an extended period of time (including recurring episodes of a single underlying condition); and,
    - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
  - A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's a severe stroke or the terminal stages of a disease.
  - Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the

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absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

- Treatment for purposes of this definition includes, but is not limited to, examinations to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examinations, eye examinations or dental examinations. Under this definition, a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
- Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on referral by a health care provider. On the other hand, absence because of the employee’s use of the substance, rather than for treatment, does not qualify for FMLA leave.
- Absence attributable to incapacity under this definition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee’s health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

Serious Injury or Illness - an injury or illness incurred by a member of the Armed forces, including the National Guard or Reserves in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

Son or daughter - a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.

Spouse - a husband or wife recognized by Iowa law including common law marriages.

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**EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES**

**LEAVE ENTITLEMENTS** - Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

**BENEFITS & PROTECTIONS** - While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

**ELIGIBILITY REQUIREMENTS** - An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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**REQUESTING LEAVE** - Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures. Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

**EMPLOYER RESPONSIBILITIES** - Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

**ENFORCEMENT** - Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

[www.dol.gov/whd](http://www.dol.gov/whd)

U.S. Department of Labor | Wage and Hour Division

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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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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Details of needed reduction in work schedule as follows:

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I anticipate returning to work at my regular schedule on \_\_\_\_\_.

I realize I may be moved to an alternative position during or following 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 \_\_\_\_\_

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## EMPLOYEE CONDUCT AND APPEARANCE

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

Employees will conduct themselves in a professional manner. Employees will act appropriately, professionally, and respectful in their roles as employees of the district. As role models for the students of the district, employees must recognize that their failure to act appropriately reflects negatively upon them and upon th district.

Employees will dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

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

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## EMPLOYEE CONDUCT AND APPEARANCE

### I. Commitment to the Student.

The educator measures success by the progress of each student toward realization of potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling obligations to the student, the educator:

- a. Shall not without just cause restrain the student from independent action in a pursuit of learning and shall not without just cause deny the student access to varying points of view.
- b. Shall not deliberately suppress or distort subject matter for which the educator bears responsibility.
- c. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- d. Shall conduct professional business in such a way that the educator does not expose the student to unnecessary embarrassment or disparagement.
- e. Shall not on the basis of race, color, creed, age, sex, physical or mental handicap, marital status, or national origin exclude any student from participation in or deny the student benefits under any program nor grant any discriminatory consideration or advantage.
- f. Shall not use professional relationships with students for private advantage.
- g. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- h. Shall not tutor for remuneration students assigned to the educator's classes, unless no other qualified teacher is reasonably available.

Approved

Reviewed <DATE HERE>

Revised

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## EMPLOYEE CONDUCT AND APPEARANCE

### II. Commitment to the Public.

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. The educator shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public. In fulfilling an obligation to the public, the educator:

- a. Shall not misrepresent an institution or organization with which the educator is affiliated and shall take adequate precautions to distinguish between personal and institutional or organizational views.
- b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- c. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- d. Shall not sue institutional privileges for monetary private gain or to promote political candidates or partisan political activities.
- e. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, not offer any favor, service, or thing of value to obtain special advantage.

### III. Commitment to the Profession.

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. The educator therefore exerts every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. In fulfilling an obligation to the profession, the educator:

- a. Shall not discriminate on the basis of race, color, creed, age, sex, physical or mental handicap, marital status, or national origin for membership in the profession, nor interfere with the participation or nonparticipation of colleagues in the affairs of their professional associations.
- b. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

EMPLOYEE CONDUCT AND APPEARANCE

- c. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
- d. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
- e. Shall not refuse to participate in a professional inquiry when requested by the commission board.
- f. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant change in employment, or termination of employment.
- g. Shall not misrepresent professional qualifications.
- h. Shall not knowingly distort evaluations of colleagues.

IV. Commitment to Professional Employment Practices.

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. The educator believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity and mutual respect. The administrator discourages the practice of the profession by unqualified persons. In fulfilling the obligation to professional employment practices, the educator:

- a. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- b. Should recognize salary schedules and the salary clause of an individual teacher's contract as a binding document on both parties. The educator should not in anyway violate the terms of the contract.
- c. Shall not knowingly withhold information regarding a position form an applicant or misrepresent an assignment or conditions of employment.
- d. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.

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EMPLOYEE CONDUCT AND APPEARANCE

- e. Shall adhere to the terms of a contract or appointment unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
- f. Shall not delegate assigned tasks to unqualified personnel.
- g. Shall use time or funds granted for the purpose for which they were intended.

V. Commitment of Board Members and Staff.

The board members and staff will be independent and impartial and not use the public office for private gain. In fulfilling their obligation the board employees will not:

- a. Receive any remuneration for services, other than that payable by law.
- b. Solicit, accept or agree to accept any gifts, loans, gratuities, discounts, favors, hospitalities or services from anyone with vested interests in board matters.
- c. Disclose confidential information garnered from official duties.
- d. Solicit, accept or agree to accept compensation contingent upon board actions.
- e. Hold positions, perform duties, or engage in activities not compatible with official capacity.

These rules are intended to implement Iowa Code, chapter 272.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

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PROFESSIONALISM AND COURTESY IN THE WORKPLACE/COMMUNICATIONS

To promote professionalism and collegial interaction in the workplace, the board expects its employees to communicate in the workplace in a professional and courteous manner.

Collaborative meetings and discussions among employees about educational issues may involve confidential information. Such meetings and discussions also are normally most productive and best conducted in an atmosphere of trust and respect.

To engender effective professional communication about educational issues, employees should not record meetings or communications without the knowledge of other participants. Recording of any professional communication should normally also be done by mutual consent of the parties.

Approved September 9, 2013      Reviewed August 26, 2013      Revised <DATE HERE>

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# SOCS

**simplified** online  
**communication** system

## License and Service Agreement

The SOCS Partner identified and signing below approves the terms and conditions of this agreement between the Partner and FES.

<b>Partner:</b> <b>Red Oak Community School District</b>  Address:  2011 N 8 <sup>th</sup> Street Red Oak, IA 51566  <b>Student Enrollment: 1,177</b>	<b>Agreement Term Dates:</b>  07/01/2018 – 06/30/2021  <b>Special Terms:</b>  Supersedes all previous agreements. Option to redesign your website at no charge – see page 7 for pricing details.
URL (web address): <a href="http://www.redoakschooldistrict.com/">http://www.redoakschooldistrict.com/</a> Website Champion: Kevin Herrick Ph: 712-623-6610 Email: herrickk@roschools.org Network Administrator: Bob Deter Ph: 712-623-6610 Email: deterb@roschools.org Superintendent: Tom Messinger Email: messingert@roschools.org FES Partner Representative: Karen B. Mullins Ph: 800-850-8397, ext. 6926 Email: karenm@fes.org Fax: 402-479-6691 Partnership: Contract Type: Schools Sales Tax Exempt: No___; Yes___ (Provide copy of exemption certificate or request form) Purchase Order attached: Yes___; No___	

**\*I attest that I have read this document and am authorized to sign on behalf of:**

**Red Oak Community School District**

**For: FES**

By: Mark Johnson 5/29/18  
(Signature) (Date)

1300 O Street  
Lincoln, NE 68508

Mark Johnson  
(Please print full name)

Title: President Board of Directors By: \_\_\_\_\_  
Dan Kunzman, Vice President (Date)

**PLEASE FILL IN INFORMATION ON PAGES 1, 7, & 8, THEN RETURN A SIGNED, COMPLETED COPY TO DIANNA WATERS AT [diannaw@fes.org](mailto:diannaw@fes.org)**

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# LICENSE AND SERVICE AGREEMENT

## *Simplified Online Communication System ("SOCS")*

This License and Service Agreement (the "Agreement") made by and between FES, a Nebraska nonprofit corporation located in Lincoln, Nebraska and Red Oak Community School District ("Licensee").

THE PARTIES AGREE AS FOLLOWS:

1. License. FES grants to Licensee a limited, nonexclusive and nontransferable license to the Simplified Online Communication System ("SOCS") web hosting service (collectively the "Licensed Service"). Exclusive proprietary title to all rights, patents, trademarks, copyrights, source code, graphic design and images created by FES and trade secrets in the Licensed Service shall remain with FES and no title to or ownership interest in the Licensed Service shall be transferred to Licensee.
2. Installation, Training, Technical and Support Services. FES shall provide certain technical services to Licensee associated with the installation, management and administration of the Licensed Service. One time set up fee does not include graphic design services. Graphic design services for the website are included in the license fee and limited to 3 mockup designs prior to site installation. Additional graphic services will be charged at the current hourly rate. FES shall provide updates and certain enhancements to the Licensed Service without charge during the term of this Agreement and any renewals. Basic instruction and support services shall be provided at no extra cost as a part of the initial delivery of the Licensed Service. Other technical assistance relating to subsequent technical client network support, configuration, and/or guidance, content creation and/or the transfer of existing content, or on-site training are not part of the license agreement and are subject to a separate charge. Those services and the related charges are noted on page 6 of this Agreement.
3. Charges, Payments, and Taxes. Licensee shall pay the royalty fees for the Licensed Service and related services and costs as set forth on the attached schedule. All annual royalty fees shall be due on the date identified on the Exhibit; for any exercised renewal terms, the annual fee shall be due on the anniversary date of the original payment, unless otherwise agreed to by the parties. FES shall direct bill Licensee for all royalty fees, services, and support, including additional charges for technical assistance in accordance with the terms and rates set out the attached schedule. Interest shall accrue at the rate of one and one-half percent (1.5%) per month for any invoice balance outstanding for more than thirty (30) days. Each party shall be responsible for its own obligations associated with any federal, state, local or other taxes required with the delivery of the Licensed Service.
4. Obligations of Licensee. In addition to the covenants provided by Licensee within this Agreement, Licensee specifically agrees to the following:
  - a. *Logos and Branding*. Permit FES or its designees and assigns to place a logo at a reasonable location on the site, with a link to the website of FES and/or its designee, if so requested by FES.
  - b. *Utilization of Site*. Permit FES or its designees and assigns to utilize Licensees' site and corresponding content in sales demonstrations, marketing materials and/or other venues to highlight Licensed Service to existing and/or potential Licensees.
  - c. *Implementation Team*. Identify an initial SOCS implementation team to work directly with FES in the implementation of SOCS for Licensee.

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5. Warranties and Representations. FES hereby warrants that the Licensed Service (including enhancements and modifications) will perform in all material respects during the term of this Agreement. FES shall, at no additional charge to Licensee, undertake to correct any Licensed Service which does not perform substantially in accordance with the representations of FES. If a defect in the Licensed Service cannot be adequately remedied, the sole and exclusive remedy for any breach of this limited warranty will be restricted to (i) the replacement of the Licensed Service by FES or (ii) refund by FES to Licensee the annual royalty payment which applies to the year in which the defect occurred.

If Licensee modifies, attempts to modify, or decompiles or attempts to decompile the Licensed Service, fails to implement the changes to the Licensed Service as supplied by FES, or in any other way abuses or tampers with the Licensed Service, the warranty obligations of FES under this section shall be null and void. The limited warranty and restricted remedy contained herein is not applicable to any Licensed Service that has been modified or misused by Licensee.

**FES PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, NOR IS IT OBLIGATED FOR, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR, THE CONTENT DEVELOPED BY LICENSEE OR ITS AGENTS AS ALLOWED BY THE EDIT FEATURES AVAILABLE IN AND UTILIZED THROUGH THE LICENSED SERVICE. FURTHER, NO REPRESENTATIONS OR WARRANTIES ARE MADE CONCERNING THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY INFORMATION CONTAINED IN ANY SITE LINKED THROUGH THE LICENSED SERVICE. FES DOES NOT WARRANT OR GUARANTY UNINTERRUPTED ACCESS TO THE LICENSED SERVICE AS USED THROUGH THE WORLD WIDE WEB AND ANY SITE LINKED TO THE LICENSED SERVICE OR THE AVAILABILITY OF INTERNET E-MAIL LINKS PROVIDED THROUGH THE LICENSED SERVICE. IN NO EVENT SHALL FES, ITS OFFICERS, AFFILIATES, AGENTS, LICENSORS, EMPLOYEES OR INTERNET SERVICE PROVIDERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMICAL LOSS, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY.**

FES shall use all reasonable efforts to ensure that the SOCS Service is operating and available to Customers 99.9% of the time in any calendar month. Downtime is considered to be time that the SOCS Network is unavailable due to a failure in the FES network. There may be periods of time that FES schedules maintenance on the SOCS network that requires an interruption of service. Customers will be notified in advance of scheduled maintenance and every effort will be made to schedule this maintenance outside the hours of 7:00 a.m. to 10:00 p.m. Central time. Scheduled maintenance is not considered downtime. FES cannot be responsible for connectivity issues arising from problems in the client's network or internet outages due to such things as environmental disaster, cyber-attack, widespread power outages and other events beyond FES' control.

To protect clients' and FES' networks, FES employs tools that vigorously filters viruses and spam. FES, at its sole discretion, reserves the right to filter content it feels poses a threat to the networks.

Confidentially: Absent the use of encryption, use of the Licensed Service through the Internet is not a secured medium and privacy cannot be assured. Internet e-mail is vulnerable to interception and manipulation of data. FES will not be responsible for any damages to Licensee or any third party suffered as a result of the transmission of information, confidential or otherwise, that may be made through Internet e-mail links provided through this Licensed Service. FES is not responsible for any errors or changes made to any transmitted information. Should Licensee or any third party user transmit information using Internet e-mail resources through the Licensed Service, such individuals do so at their own risk.

Accessibility: FES further acknowledges and warrants that, upon release to Licensee, the Licensed Service is currently in material compliance with relevant federal law and corresponding regulations associated with accessibility of web content and the prohibition of discrimination based on disability (the "Accessibility Standards"). FES agrees to promptly respond to, resolve and remediate any bona-fide complaint regarding accessibility of the Licensed Service under the Accessibility Standards in a timely manner and provide an updated version to Licensee at no cost. If FES, in its judgment, cannot remedy any bona-fide complaint concerning accessibility of the Licensed Service under the Accessibility Standards, then Licensee may terminate this Agreement, but its remedy shall be limited to that set out in Section 7 of this Agreement.

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Licensee is entitled to make certain changes to the Licensed Service by adding, editing or supplementing content. Licensee is fully responsible for compliance with the Accessibility Standards as to any added content or alterations made to the original content prepared by FES, and Licensee shall indemnify and hold FES harmless for any claims of violation or noncompliance of the Accessibility Standards. In addition, all limited warranties provided by FES in this section shall not apply if the Licensed Service (including all elements of the licensed SOCS system) are: (i) modified or altered by Licensee in any way (other than by FES or with the specific prior written consent of FES); (ii) not timely updated by Licensee with the corrections, patches, fixes, updates, improvements or enhancements that FES may make available from time to time; or (iii) used in any manner or for any purpose by Licensee which is not specifically permitted by this Agreement or the documentation.

**Malware:** While FES makes reasonable efforts to assure that the Licensed Service as provided through the Internet does not contain computer viruses, Licensee is responsible to take precautions to scan for computer viruses and to ensure that Licensee has a complete current backup of the applicable items contained on its computer system.

**Links to Other Sites:** The Licensed Service allows for links to other sites through the use of the Internet. These links are provided solely as a service through the Licensed Service. Such linked sites are independently developed by parties other than FES, and FES assumes no liability or responsibility for the accuracy or appropriateness of the information contained in such sites. The inclusion of any link to any other site through the Licensed Service does not imply endorsement by FES. Any mention of another party or its product or service through links offered through the Licensed Service should not be construed as an endorsement of that party or its product or service by FES. If Licensee or any third party decides to access other linked websites, such action is taken at that party's own risk.

**Legal Content:** The Licensee agrees to comply with all digital rights, copyright, trademark and decency laws. FES reserves the right to remove content that violates these laws or when notified of an ownership dispute. It is the responsibility of the licensee to resolve such disputes and pay associated costs. If client is using the logo or mark of another organization, the client accepts all liability and may be required to demonstrate that permission has been granted to use said logo or mark (i.e. professional sports team logos, NCAA logos, Disney or Olympic logos).

6. **Marketing and Reproduction of Licensed Materials.** Licensee shall only publish, identify or make reference to FES's trade names, trademarks, logos or other identifying materials associated with SOCS or the Licensed Service as approved by FES. If such approval is given, Licensee shall provide complete recognition of FES to the Licensed Service in all forms of advertising, marketing, and related promotional materials. Licensee shall not download, offload nor reproduce, in whole or in part, the Licensed Service, except for archive emergency restart purposes, where relevant and as approved in writing by FES. Licensee shall not use any decompiler programs or devices with respect to the Licensed Service or in any way attempt to decompile the Licensed Service. Licensee shall not remove or destroy any proprietary markings or legends placed upon or contained within the Licensed Service or related materials.

7. **Limitation of Liability.** If FES, in its judgment, is unable to remedy any defects, failure, nonconformity or alleged breach of warranty under the Licensed Service or is otherwise unable to adequately replace the Licensed Service within ninety (90) days after receiving notice from Licensee, FES shall then refund to Licensee the annual royalty payment which applies to the year in which the alleged defect, failure, nonconformity or breach occurred. In no event shall FES be liable to Licensee for loss of profits, sales, goodwill, data or computer programs, or punitive, indirect, tort, economic, special, incidental or consequential damages. Each party agrees to indemnify and hold the other (as well as their respective affiliates, directors, officers, employees and agents) harmless from and against all liabilities, losses, damages, judgments, costs, and expenses of any kind which may be imposed on, incurred by or asserted against a party to this Agreement including, without limitation, attorney fees relating to or arising out of this Agreement or any transaction contemplated hereby, or any amendment, supplement, modification of, or any waiver or consent under or in respect of this Agreement or any transaction

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contemplated hereby that in each case results from a failure of a party to comply with or perform its obligation under this Agreement or from any act of negligence or willful misconduct on the part of such party.

8. Term of Agreement and Termination.

- a. Unless otherwise terminated as provided herein, this Agreement shall commence as of the beginning date and terminate on the ending date of the term stated on page one (1) of this Agreement, subject to the terms of automatic extension set out below.
- b. Notwithstanding the terms of subpart (a) above, Licensee may terminate this Agreement if FES commits a material breach defined as the inability of the system to perform critical functionality (example: article moderation) or that renders the system inoperable and fails to cure that breach within thirty (30) days after receiving written notice from Licensee of that breach; provided, however, that FES shall have thirty (30) business days to cure any defects or breaches associated with its limited warranties associated with the Licensed Service, as set out in Section 7 above.
- c. Notwithstanding the terms of subpart (a) above, FES may terminate this Agreement (i) if Licensee is delinquent in making any payments due under this Agreement when due and continues to fail to make any such payment for ten (10) days after written notice of such delinquency is sent from FES, or (ii) if Licensee commits any other material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach is sent from FES. In the event of such termination by FES, Licensee shall remain liable for all fees incurred to date. Such termination by FES shall be without prejudice to any other remedies FES may have at law or in equity.
- d. The termination of this Agreement by either party for any reason contemplated herein shall terminate the rights of Licensee to the Licensed Service. Upon such termination, the license and all other rights granted to Licensee under this Agreement shall cease immediately and Licensee shall promptly (i) return all operating manuals, documentation and other material related to the Licensed Service in the possession of Licensee; (ii) purge the Licensed Service and any portion thereof from each and every computer, computer storage device, and every other medium of Licensee which such Licensed Service or any portion thereof may be on; and (iii) certify to FES that Licensee has complied with these provisions.
- e. At Licensee's request, upon termination of this Agreement by either party, and upon receipt of final payment to FES, FES agrees to return a backup file of client's database plus files uploaded by the client (ie: pictures) within 30 days of termination.
- f. So long as Licensee is not in default of any terms of this Agreement, then this Agreement shall automatically renew annually after completion of the initial term dates on the anniversary hereof, subject to Licensee's obligation to pay the annual royalty fee as provided for herein and any other obligations as contemplated by this Agreement. Either party may terminate the automatic renewal provision by providing notice to the other, no less than sixty (60) days prior to the anniversary date, of its intent to decline the automatic renewal of the contract term. In the event either party should exercise the termination right, the license rights granted to Licensee shall then cease in accordance with the terms of this section.
- g. The termination of this agreement before the end date, either by original contract or automatic renewal, will require the Licensee to pay 50% of the remaining total license fee.

CONFIDENTIAL INFORMATION

Intended exclusively for the internal and private use of the above named SCHOOL PARTNER and FES

- h. All communications regarding terminating or changing terms of this agreement must be rendered in writing. Phone calls will not be recognized for purposes of this contract.
- 9. General. Any notice required under this Agreement shall be given in writing to each party at the address identified adjacent to each party's signature. Licensee shall not assign or otherwise transfer this Agreement or any interest therein without the prior written consent of FES. This Agreement shall be binding upon the parties hereto, their successors and assigns as permitted. No waiver or any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement. This Agreement may be originally executed in one or more counter-parts, each of which shall be deemed an original. This Agreement shall be governed by the laws of the State of Nebraska and the parties submit and consent to the jurisdiction of the Nebraska courts for any matter associated with this Agreement. No modifications to this Agreement shall be valid unless made in writing and signed by all parties hereto.
- 10. Compliance with State Laws. In executing this Agreement, Licensee represents that it has secured all necessary consents and approval from relevant governing or oversight boards and related entities as may be required by state or local law. Execution of this Agreement shall constitute acknowledgement of any such confirmation requirements and waiver of any subsequent claims of requiring consent, confirmation or approval as a condition precedent to the implementation or enforcement of this Agreement.

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**PRICING SUMMARY**

**ANNUAL ROYALTIES/FEEES:**

- **SOCS Web Hosting Service** ..... **\$4,860 per year**
  - Set-up Fee ..... Waived \$1,000 one-time charge
- **Notifier (Text Option)**..... **\$N/A per year**
  - (Annual fee plus \$50 one-time set-up fee, see below)
- **Mobile App in Stores Maintenance**..... **\$N/A per year**
  - (\$100/yr plus \$350 one-time set-up fee, see below)
- **Additional URL/Domain Registrations** ..... **\$N/A per year**
  - One URL/Domain registration included
  - (# of add'l domains N/A x \$20 per domain)

**Total Annual Royalties/Fees** ..... **\$4,860 per year**

**Payment terms:**

- \$4,860 annually

**OPTIONAL ONE-TIME SERVICES/FEEES:**

- SOCS Web Hosting Set-up (\$1,000)..... **\$N/A**
- Notifier Set-up (\$50)..... **\$N/A**
- Mobile App in Stores Set-up (\$350)..... **\$N/A**
- Add'l Listserv Set-up (\$100) per 10..... **\$N/A**  
 A listserv for each school building plus one for district office is included with hosting service. A district or single school within the district may purchase additional listservs (non-school building, i.e., athletics or alumni).
- Google Mail for Education Set-up (\$250/domain) ..... **\$N/A**
- Content Migration Set-up (\$50/hr) Estimate..... **\$N/A**  
 Migration of existing content on client website to the SOCS hosted site as part of the set-up process. SOCS will estimate hours needed based on publicly available content viewable on the client's existing sites. SOCS reserves the right to adjust this estimate if additional content is to be migrated. If over by 10% or more, client will be consulted. The client will provide a site map demonstrating where, on the SOCS site, the existing content will reside. Existing content will be migrated using copy and paste. It is the responsibility of the client to determine content that is outdated or expired. SOCS will work closely with the client throughout the process.
- On-line Payment Set-up (TBD)..... **\$N/A**  
 If using on-line payment services that requires set-up, there will be a one-time set-up charge.

**Total One-Time Set-up Fees**..... **\$0**

**OPTIONAL FEEES:**

- On-site training is negotiable
- Licensee specific customization services will be made available to Licensee at an hourly programming rate.

**SPECIAL BILLING NOTES/ARRANGEMENTS:**

- Supersedes all previous SOCS license agreements, effective 07/01/2018.
- Includes option to redesign your website, at no charge.

**CONFIDENTIAL INFORMATION**

Intended exclusively for the internal and private use of the above named SCHOOL PARTNER and FES

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**Invoices and Billing Statements will be sent to the following address:**

Licensee: **Red Oak Community School District**  
c/o: Shirley Maxwell  
Title: Business Manager  
Street: 2011 N 8<sup>th</sup> Street  
City: Red Oak State: IA Zip: 51566  
Phone Number: 712-623-6600  
Fax Number: 712-623-6603  
Email Address: maxwells@roschools.org

Agreement Term Dates: From 07/01/2018 – 06/30/2021

CONFIDENTIAL INFORMATION

Intended exclusively for the internal and private use of the above named SCHOOL PARTNER and FES

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**ATLANTIC COMMUNITY SCHOOL DISTRICT**  
**1100 Linn Street**  
**Atlantic, IA 50022**

**2017-18 SPECIAL EDUCATION CONTRACT**

This agreement is entered into by the Red Oak CSD and the Atlantic Community School District.

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

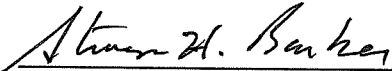
**CONDITION I.**

The Atlantic Community School District shall provide instructional services and programs for the student(s) referred for special education classes in accordance with the State of Iowa Department of Education Rules and Regulations and in accordance with Federal and State laws governing such services and the delivery thereof. (Chapters 273, 281 and 442).

**CONDITION II.**

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

- A. The Atlantic Community School District will bill the sending agency estimated cost at the end of the first semester. Estimated costs shall be determined by multiplying the special education weighting (1.72, 2.21, and 3.74) times Atlantic Community School District's per pupil cost for first semester. Costs will be prorated if services are less than a full school year.
- B. The Atlantic Community School District shall provide the sending agency with an itemized final statement of actual costs of service and itemized payments received toward that cost prior to July 1 of the current school year.
- C. The Atlantic Community School District will document and submit for reimbursement those services that are Medicaid eligible. The final invoice will reflect a discount of any net reimbursement amount received by Atlantic Community School District.
- D. The sending agency shall pay Atlantic Community School District within thirty-one(31) calendar days of receipt of invoice.

  
\_\_\_\_\_  
Authorized Designee – Atlantic CSD

May 17, 2018  
Date

\_\_\_\_\_  
Authorized Designee – Red Oak CSD

\_\_\_\_\_  
Date

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**First Amendment to the School Beyond School Contract**

This Amendment to Contract Number DCAT1-18-122 is effective as of July 1, 2018, between the Iowa Department of Human Services (Agency) and Red Oak Community School District (Contractor).

**Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Contract Duration.** The Contract is hereby extended from July 1, 2018, through June 30, 2019.

**Revision 2. Section 1.3.3.1, Pricing.** The maximum amount the Contractor will be compensated is hereby amended to \$40,000.00 for the entire term of the Contract.

**Revision 3. Section 1.3.4.1, Payment Table.** Contract payments are amended as follows:

<u>Payment Table</u>	
<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/17 - 06/30/18	\$15,000.00
07/01/18 - 06/30/19	\$12,500.00
07/01/19 - 06/30/20	\$12,500.00

**Note:** continued payment for any contract extension years is contingent upon extension of the Contract.

**Section 2: Ratification & Authorization**

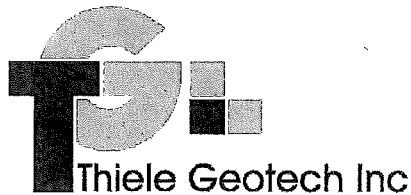
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

**Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

<b>Contractor, Red Oak Community School District</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name: Tom Bouska	
Title:		Title: SAM	

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13478 Chandler Road  
Omaha, Nebraska 68138-3716  
402.556.2171 Fax 402.556.7831  
www.thielegeotech.com

March 28, 2018

Ms. Leila Knowles  
Boyd Jones Construction  
950 South 10<sup>th</sup> St. #100  
Omaha, Nebraska 68108

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES  
ROCSH HIGH SCHOOL ADDITION AND REMODEL, RED OAK, IOWA**

Dear Ms. Knowles:

Enclosed is our proposal for material testing services on the ROCSH High School Addition and Remodel located near 2011 North 8<sup>th</sup> Street, Red Oak, Iowa. The accompanying proposal describes the testing services that will be provided, the estimated cost, and the contract terms.

Thiele Geotech is a service oriented firm offering client focused geotechnical and material engineering from project start to finish. We have a capable staff who has experience with all of the testing required on this project.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO Materials Reference Laboratory (AMRL) program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete, masonry and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return a signed copy to our office.

Respectfully,  
**Thiele Geotech, Inc.**

A handwritten signature in black ink that reads 'Raymond L. Brock'. The signature is written in a cursive, slightly slanted style.

Raymond L. Brock

Enclosures

\\TG-FS01\SERVER\PROPOSAL\RED OAK HIGH SCHOOL TEST PROP.DOCX

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**Material Testing Proposal  
ROCSD High School Addition and Remodel  
2011 North 8<sup>th</sup> Street  
Red Oak, Iowa  
March 28, 2018**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the Red Oak High School project. The following sections detail our proposed scope of services. A breakdown of estimated costs and listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

**SCOPE OF SERVICES**

Material testing on this project will consist of the following services:

1. Observation of site stripping and proofrolling
2. Compaction tests on structural fill and backfill
3. Compaction tests on pavement subgrades
4. Test concrete and grout materials and make test specimens
5. Sample asphalt materials and periodically monitor laydown compaction
6. Appurtenant laboratory tests on soil, aggregates, asphalt and concrete materials
7. IBC special inspections on foundations, reinforced concrete, structural steel, precast and structural masonry
8. Engineering consultation, reports, and project management

Test procedures and requirements will be as set forth in the plans and specifications. The frequency and locations of tests will be in accordance with the contract documents or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

**ESTIMATED COST & BILLING**

Testing services will be billed monthly at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services for the exterior site improvement base bid is estimated at \$18,838 and for the additions and remodel base bid at \$21,685. Please see the attached exhibit A for all of the alternate costs. This cost estimate is intended as a not-to-exceed cost without prior written authorization.

**EXHIBITS**

- Exhibit A - Cost Estimate
- Exhibit B - General Conditions

**THIELE GEOTECH, INC**  
By: 

Robert E. Matlock, P.E.  
13478 Chandler Road  
Omaha, Nebraska 68138-3716  
402/556-2171 Fax 402/556-7831

CLIENT: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



## COST ESTIMATE ROCSH High School Addition and Remodel

Description	Estimated Quantity	Unit Rate	Estimated Cost
<b>Exterior Site Improvements (BASE BID)</b>			
<b>Exterior Paving and Sidewalks</b>			
Special Inspector (/hr.)	2.0	75.00	150.00
Compaction Test (ea.)	34.0	36.00	1,224.00
Trip Charge - Zone 4 (/trip)	9.0	140.00	1,260.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	14.0	80.00	1,120.00
Compressive Strength of Cylinder (ea.)	70.0	17.00	1,190.00
Trip Charge - Zone 4 (/trip)	21.0	140.00	2,940.00
HMA Gyratory (% AC, Gradation, MLD, MTD) /(set)	9.0	430.00	3,870.00
Engineering Technician (/hr.)	18.0	74.00	1,332.00
Trip Charge - Zone 4 (/trip)	9.0	140.00	1,260.00
Asphalt Specimen Coring (ea.)	16.0	65.00	1,040.00
Core Compaction and Measured Length (ea.)	25.0	32.00	800.00
Trip Charge - Zone 4 (/trip)	3.0	140.00	420.00
<b>Site Utilities</b>			
Compaction Test (ea.)	27.0	36.00	972.00
Trip Charge - Zone 4 (/trip)	9.0	140.00	1,260.00
Total			18,838.00

### Exterior Site Improvements Alternate Estimates

Exterior Site Improvements (Alternate #1)	Total	9,688.00
Exterior Site Improvements (Alternate #2)	Total	21,517.00
Exterior Site Improvements (Alternate #6)	Total	24,729.00
Exterior Site Improvements (Alternate #8)	Total	18,838.00
Exterior Site Improvements (Alternate #9)	Total	21,279.00

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**COST ESTIMATE (Continued)**  
**ROCSD High School Addition and Remodel**

Description	Estimated Quantity	Unit Rate	Estimated Cost
<b>High School Additions and Remodel (BASE BID)</b>			
<b>Interior Slabs on Grade</b>			
Special Inspector (/hr.)	4.0	75.00	300.00
Compaction Test (ea.)	6.0	36.00	216.00
Trip Charge - Zone 4 (/trip)	2.0	140.00	280.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	5.0	80.00	400.00
Compressive Strength of Cylinder (ea.)	25.0	17.00	425.00
Floor Flatness Test (ea.) Max 4 hours	2.0	400.00	800.00
Trip Charge - Zone 4 (/trip)	9.0	140.00	1,260.00
<b>Footings</b>			
Special Inspector (/hr.)	24.0	75.00	1,800.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	16.0	80.00	1,280.00
Compressive Strength of Cylinder (ea.)	80.0	17.00	1,360.00
Trip Charge - Zone 4 (/trip)	22.0	140.00	3,080.00
<b>Structural Masonry</b>			
Special Inspector (/hr.)	22.0	75.00	1,650.00
Cast Grout Prisms (set of 4) (/set)	3.0	82.00	246.00
Compressive Strength of Grout Prism (ea.)	12.0	26.00	312.00
Trip Charge - Zone 4 (/trip)	16.0	140.00	2,240.00
<b>Structural Steel and Precast Field Connections</b>			
Structural Steel Inspector (/hr.)	24.0	80.00	1,920.00
Trip Charge - Zone 4 (/trip)	12.0	140.00	1,680.00
<b>Miscellaneous</b>			
Senior Principal Engineer (/hr.)	2.0	250.00	500.00
Project Engineer (/hr.)	12.0	118.00	1,416.00
Modified Proctor (ea.)	2.0	180.00	360.00
Atterberg Limits (/set)	1.0	84.00	84.00
Sieve Analysis of Aggregate (ea.)	1.0	76.00	76.00
		<b>Total</b>	<b>21,685.00</b>

**Weight Room and Field House Alternates**

<b>Weight Room Alternate #1</b>	<b>Total</b>	<b>2,767.00</b>
<b>Field House Alternate #2</b>	<b>Total</b>	<b>5,343.00</b>

**Other Services**

Any item or category not listed will be billed at our normal Fee Schedule rate in effect at the time of service.

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## GENERAL CONDITIONS

**1. SCOPE OF WORK:** Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

**2. ACCESS TO SITES, PERMITS, AND APPROVALS:** The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

**3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

**4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, terminate further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

**5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

**6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

**8. CONFIDENTIALITY:** TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4)

protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

**9. STANDARD OF CARE:** Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

**10. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

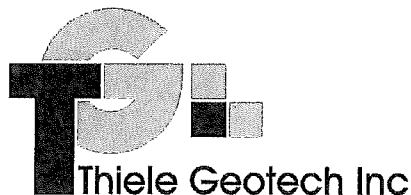
**11. TERMINATION:** This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

**12. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

**13. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

**14. ASSIGNMENT:** Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

**15. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.



13478 Chandler Road  
Omaha, Nebraska 68138-3716  
402.556.2171 Fax 402.556.7831  
www.thielegeotech.com

June 1, 2018

Mr. Mark Pfister  
Boyd Jones Construction  
9500 South 10<sup>th</sup> St. #100  
Omaha, NE, 68108

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES  
ROCSO INMAN ELEMENTARY ADDITION AND REMODEL: RED OAK, IOWA**

Dear Mr. Pfister:

Enclosed is our proposal for material testing services on the ROCSO Inman Elementary Addition and Remodel located at 900 Inman Drive in Red Oak, Iowa. The accompanying proposal describes the testing services that will be provided, the estimated cost, and the contract terms.

Thiele Geotech is a service oriented firm offering client focused geotechnical and material engineering from project start to finish. We have a capable staff who has experience with all of the testing required on this project.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO Materials Reference Laboratory (AMRL) program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete, masonry and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return a signed copy to our office.

Respectfully,  
**Thiele Geotech, Inc.**

A handwritten signature in black ink, appearing to read 'Chad W. Price', is written over a faint, larger version of the signature.

Chad W. Price, P.E.

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**COST ESTIMATE: Base Bid**  
**ROCSD Inman Elementary Addition and Remodel**

Description	Estimated Quantity	Unit Rate	Estimated Cost
<b>BASE BID</b>			
<b>Grading</b>			
Compaction Test (ea.)	6.0	36.00	216.00
Trip Charge - Zone 4 (/trip)	2.0	140.00	280.00
<b>Utilities</b>			
Compaction Test (ea.)	9.0	36.00	324.00
Trip Charge - Zone 4 (/trip)	3.0	140.00	420.00
<b>Paving and Sidewalk</b>			
Compaction Test (ea.)	13.0	36.00	468.00
Trip Charge - Zone 4 (/trip)	5.0	140.00	700.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	4.0	80.00	320.00
Compressive Strength of Cylinder (ea.)	16.0	17.00	272.00
Trip Charge - Zone 4 (/trip)	6.0	140.00	840.00
<b>Footings</b>			
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	3.0	80.00	240.00
Compressive Strength of Cylinder (ea.)	12.0	17.00	204.00
Trip Charge - Zone 4 (/trip)	5.0	140.00	700.00
<b>Slab on Grade</b>			
Compaction Test (ea.)	6.0	36.00	216.00
Trip Charge - Zone 4 (/trip)	2.0	140.00	280.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	1.0	80.00	80.00
Compressive Strength of Cylinder (ea.)	4.0	17.00	68.00
Trip Charge - Zone 4 (/trip)	2.0	140.00	280.00
<b>CMU Walls</b>			
Cast Grout Prisms (set of 4) (/set)	6.0	82.00	492.00
Compressive Strength of Grout Prism (ea.)	24.0	26.00	624.00
Trip Charge - Zone 4 (/trip)	9.0	140.00	1,260.00
<b>Topping Slab</b>			
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	1.0	80.00	80.00
Compressive Strength of Cylinder (ea.)	4.0	17.00	68.00
Trip Charge - Zone 4 (/trip)	2.0	140.00	280.00
<b>Special Inspections</b>			
Special Inspector (/hr.)	11.0	75.00	825.00
Structural Steel Inspector (/hr.)	2.0	80.00	160.00
Trip Charge - Zone 4 (/trip)	2.0	140.00	280.00
<b>Miscellaneous</b>			
Project Engineer (/hr.)	7.0	118.00	826.00
Standard Proctor (ea.)	1.0	165.00	165.00
Modified Proctor (ea.)	1.0	180.00	180.00
Atterberg Limits (/set)	2.0	84.00	168.00
<b>Base Bid Total</b>			<b>11,316.00</b>

## COST ESTIMATE: Alternate #1

### ROCS D Inman Elementary Addition and Remodel

Description	Estimated Quantity	Unit Rate	Estimated Cost
<b>Alternate #1</b>			
<b>Paving and Sidewalk</b>			
Compaction Test (ea.)	10.0	36.00	360.00
Trip Charge - Zone 4 (/trip)	4.0	140.00	560.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	3.0	80.00	240.00
Compressive Strength of Cylinder (ea.)	12.0	17.00	204.00
Trip Charge - Zone 4 (/trip)	5.0	140.00	700.00
<b>Footings</b>			
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	2.0	80.00	160.00
Compressive Strength of Cylinder (ea.)	8.0	17.00	136.00
Trip Charge - Zone 4 (/trip)	3.0	140.00	420.00
<b>Slab on Grade</b>			
Compaction Test (ea.)	2.0	36.00	72.00
Trip Charge - Zone 4 (/trip)	1.0	140.00	140.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	1.0	80.00	80.00
Compressive Strength of Cylinder (ea.)	4.0	17.00	68.00
Trip Charge - Zone 4 (/trip)	2.0	140.00	280.00
<b>CMU Walls</b>			
Cast Grout Prisms (set of 4) (/set)	3.0	82.00	246.00
Compressive Strength of Grout Prism (ea.)	12.0	26.00	312.00
Trip Charge - Zone 4 (/trip)	5.0	140.00	700.00
<b>Special Inspections</b>			
Special Inspector (/hr.)	6.0	75.00	450.00
Structural Steel Inspector (/hr.)	1.5	80.00	120.00
Trip Charge - Zone 4 (/trip)	1.0	140.00	140.00
<b>Miscellaneous</b>			
Project Engineer (/hr.)	4.0	118.00	472.00
Alternate #1 Total			5,860.00

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## GENERAL CONDITIONS

- 1. SCOPE OF WORK:** Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.
- 2. ACCESS TO SITES, PERMITS, AND APPROVALS:** The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.
- 3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.
- 4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.
- 5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.
- 6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.
- 8. CONFIDENTIALITY:** TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.
- 9. STANDARD OF CARE:** Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.
- 10. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.
- 11. CONSEQUENTIAL DAMAGES:** Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.
- 12. CLAIMS:** Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.
- 13. TERMINATION:** This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.
- 14. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.
- 15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.
- 16. ASSIGNMENT:** Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.
- 17. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.



**Third Amendment to the YES Mentoring Contract**

This Amendment to Contract Number DCAT1-16-072 is effective as of July 1, 2018, between the Iowa Department of Human Services (Agency) and Red Oak Community School District (Contractor).

**Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Contract Duration.** The Contract is hereby extended from July 1, 2018, through June 30, 2019.

**Revision 2. Section 1.3.4.1, Pricing.** The maximum amount the Contractor will be compensated is hereby amended to \$17,000.00 for the entire term of the Contract.

**Revision 3. Section 1.3.4.1, Payment Table.** Contract payments are amended as follows:

<u>Payment Table</u>	
<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/16 - 06/30/17	\$3,000.00
07/01/17 - 06/30/18	\$3,000.00
07/01/18 - 06/30/19	\$3,000.00

**Note:** continued payment for any contract extension years is contingent upon extension of the Contract.

**Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

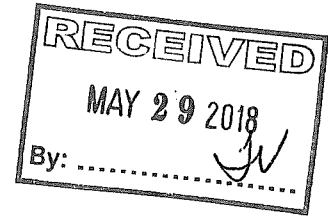
**Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

<b>Contractor, Red Oak Community School District</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name: Tom Bouska	
Title: School Board President		Title: SAM	

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Red Oak Community School District  
Staff Selection Recommendation



Date: 5/24/18

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

Position: Volunteer Basketball Coach

Name: Weston Rolenc

**Certified:**

Lane: N/A

Step: N/A

Salary: N/A

**Classified:**

Hourly Rate:

Hours Per Day:

**Comments:** Weston needs approval so he can assist the basketball team with summer work outs. His official coaching capacity/contract will be recommended at another time.

A handwritten signature in black ink, appearing to be "J.R.", written over a horizontal line.

Principal/Director

Please send form to Superintendent for Board Approval

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5-31-18

Mr. Messing  
Mr. Allenworth

I am resigning my  
job at  
Put on Agenda to the end  
& in Agenda of Contract  
folder.

6/11/2018

Theresa Robinson

